

PineBridge International Funds  
Prospectus

24 August 2023



# **PINEBRIDGE INTERNATIONAL FUNDS**

## **PROSPECTUS**

**ISSUED PURSUANT TO THE  
SECURITIES AND FUTURES ACT 2001**

**Registered on 24 August 2023**

# **PINEBRIDGE INTERNATIONAL FUNDS**

## **DIRECTORY**

### ***Managers***

PineBridge Investments Singapore Limited  
(Company Registration No. 199602054E)  
One George Street, 1 George Street, Unit 21-06, Singapore 049145

### ***Trustee***

Citicorp Trustee (Singapore) Limited  
5 Changi Business Park Crescent, Level 5, Singapore 486027

### ***Registrar***

Citicorp Trustee (Singapore) Limited  
5 Changi Business Park Crescent, Level 5, Singapore 486027

### ***Auditors***

Ernst & Young LLP  
One Raffles Quay, North Tower, Level 18, Singapore 048583

### ***Custodian & Administrator***

Citibank N.A., Singapore Branch  
5 Changi Business Park Crescent, Level 5, Singapore 486027

### ***Solicitors to the Managers***

Tan Peng Chin LLC  
50 Raffles Place, #27-01 Singapore Land Tower, Singapore 048623

### ***Solicitors to the Trustee***

Allen & Gledhill LLP  
1 Marina Boulevard, #28-00 One Marina Boulevard, Singapore 018989

# PINEBRIDGE INTERNATIONAL FUNDS

## Important Information

The collective investment schemes offered in this prospectus (each a "**Sub-Fund**", and collectively, the "**Sub-Funds**") are constituted in Singapore and are authorised schemes under the Securities and Futures Act 2001 ("**SFA**"). A copy of this prospectus has been lodged with and registered by the Monetary Authority of Singapore ("**MAS**"). MAS assumes no responsibility for the contents of this prospectus and the registration of this prospectus by MAS does not imply that the SFA or any other legal or regulatory requirements have been complied with. MAS has not, in any way, considered the investment merits of the schemes.

**This prospectus was registered with MAS on 24 August 2023. It is valid up to and including 23 August 2024 and will expire on 24 August 2024.**

Unless otherwise stated, the terms defined in the Deed (as defined in the Glossary) have the same meanings when used in this prospectus. The meaning of some of the terms used in this prospectus can be found in the Glossary at the end of this prospectus. We, as managers of PineBridge International Funds (the "**Fund**"), have taken all reasonable care to ensure that, to the best of our knowledge and belief, this prospectus contains accurate information and does not omit anything that would make the information misleading in any material respect. As the affairs of the Fund may change over time, this prospectus may be updated to reflect material changes. Please check that you have the most recent and updated prospectus before investing.

The Units (as defined in the Glossary) are offered in Singapore based only on the information in this prospectus. No one is authorised to give any other information or make any other representations concerning the Fund.

**Please carefully consider the risks of investing in the Sub-Funds set out in this prospectus.** You should seek professional advice and determine (a) the possible tax consequences, (b) the legal requirements, (c) any foreign exchange restrictions or exchange control requirements, and (d) the requirements and restrictions under the CPFIS Regulations, which may be relevant to your subscription, holding or disposal of Units. These issues may arise due to your citizenship, residence, domicile or other factors. You are responsible for observing all the laws and regulations that may apply to you (including those of other jurisdictions).

Units are not listed on any securities exchange. You may only deal with Units through us or our authorised distributors subject to the terms of the Deed.

No representation is made as to the tax status of any of the Sub-Funds.

This prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or lawful, or if made by a person not qualified to make the offer or solicitation.

Please direct your enquiries to us or our authorised distributors.

### United States

The Units have not been registered under the United States Securities Act of 1933, as amended, or the United States Investment Company Act of 1940, as amended, and may not be publicly offered in the United States.

Notwithstanding the above, we may, with the advice of counsel, approve the sale or transfer of Units to one or more US Persons (as defined in the Glossary) in circumstances in which it is reasonably concluded that such sale would not have adverse consequences to the Fund or the Sub-Funds. However, the Fund and the Sub-Funds are not established for the purpose of investment by US Persons. You should consult your own legal, tax and other advisers to determine whether an investment in the Fund or the Sub-Funds could result in adverse consequences to you or your related persons and affiliates. US Persons may have United States tax consequences arising from investing in the Fund or

its Sub-Funds. In addition, US Persons related to foreign persons investing in the Fund or the Sub-Funds may incur United States tax consequences. It is suggested that such US Persons and their related foreign investor in the Fund or the Sub-Funds consult their United States tax advisers.

It is also a policy of the Fund to prohibit the sale of Units to any investor to whom such sale would be unlawful in the United States. Applicants for Units and transferees will be required to certify that they are not US Persons prohibited from subscribing for Units.

#### Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act ("**FATCA**") enacted by the United States ("**US**") strengthens the information reporting and compliance regimes with respect to US Persons who have financial assets outside of the US or who have accounts with financial institutions outside of the US (also known as Foreign Financial Institutions, or "**FFIs**"). FATCA requires all FFIs to regularly submit information on certain financial accounts held by US Persons to the US Internal Revenue Service ("**US IRS**").

Under FATCA, a non-US fund ("**non-US Fund**"), with certain characteristics that causes it to be classified as a FFI under FATCA and that invests directly or indirectly into the US, will be subject to a withholding tax of thirty percent (30%) on certain payments to the non-US Fund of US source income, including US source fixed and determinable annual periodical income ("**FDAP**") (e.g., dividends and interest) and gross proceeds from the sale or disposition of property that can produce US source interest or dividends, unless the FFI enters into an agreement ("**FFI agreement**") with the US IRS or, alternatively, complies with the terms of an intergovernmental agreement ("**IGA**") with the US.

The Government of the Republic of Singapore has entered into an IGA with the US government to implement FATCA. Under the IGA, the Fund, if determined to be a reporting FFI, is expected to perform due diligence and reporting obligations as required on the Fund's investors. The Fund will report the required information to the US IRS via the Inland Revenue Authority of Singapore ("**IRAS**") on an annual basis. You may therefore be required to provide certain documentation to certify your status as a US or non-US Person. Failure to comply with such requirements may result in you being classified as non-compliant and thus may be subject to reporting and/or withholding at 30% for US tax purposes on certain payments.

By investing (or continuing to invest) in the Fund, investors shall be deemed to acknowledge that:

- (a) the Fund (or any person authorised by it) may be required to disclose to US IRS or IRAS certain confidential information in relation to the investor, including but not limited to the investor's name, address, tax identification number (if any) and certain information relating to the investor's investment;
- (b) the authorities may use such information received for the purpose of administering tax legislation;
- (c) the Fund may require the investor to provide additional information and/or documentation which the Fund may be required to disclose to the authorities or other parties (as appropriate); and
- (d) in the event an investor does not provide the requested information and/or documentation, the Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the investor concerned.

Each prospective investor should consult their own tax advisor regarding application of FATCA to this investment and the documentation that may need to be provided to the Fund.

#### Common Reporting Standard

Singapore has implemented Common Reporting Standard ("**CRS**"), also known as the Standard for Automatic Exchange for Financial Account Information in Tax Matters ("**AEOI**"), a regime developed by the Organisation for Economic Co-operation and Development ("**OECD**") to facilitate and standardise the exchange of financial account information between various countries based on the tax residency of the account holder. The CRS regulations require all Singapore Financial Institutions ("**SGFI**") (as defined in the CRS regulations) to identify financial asset holders and establish their residency for tax purposes. SGFIs will then report financial account information of the reportable financial asset holders to the Singapore tax authorities, which will thereafter automatically exchange this information to competent

foreign tax authorities with which Singapore has a tax information sharing agreement (the "**reportable jurisdictions**") on a yearly basis.

By investing (or continuing to invest) in the Fund, investors shall be deemed to acknowledge that:

- (a) the Fund (or any person authorised by it) may be required to disclose to IRAS certain confidential information in relation to the investor, including but not limited to the investor's name, address, tax identification number (if any) and certain information relating to the investor's investment;
- (b) the IRAS will automatically exchange such information received as outlined above with the authorities of the countries with which Singapore has a tax information sharing agreement;
- (c) the authorities may use such information received for the purpose of administering tax legislation;
- (d) the Fund may require the investor to provide additional information and/or documentation which the Fund may be required to disclose to the IRAS and other parties; and
- (e) in the event an investor does not provide the requested information and/or documentation, the Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the investor concerned.

Investors should consult their professional advisors to determine their own obligation under relevant CRS regulations as well as the possible tax and other consequences with respect to the implementation of the CRS.

#### Personal Data Protection

Personal data or information provided by you to the Trustee and/or us (whether directly or through agents or distributors) in connection with the subscription for Units (the "**Data**") may be held by:

- (a) us, our affiliates and our related corporations (as defined under Section 6 of the Companies Act 1967);
- (b) Citibank, N.A. and its branches, subsidiaries, representative offices and affiliates, which includes but is not limited to, the Trustee and the Custodian (collectively, "**Citibank**"); and
- (c) any third party engaged by us, our affiliates, our related corporations or Citibank to provide administrative, computer or other services.

We, our affiliates and our related corporations may collect, use and/or disclose such Data for purposes, which may include:

- (a) processing applications for subscription, realisation and switching of Units and payment to Holders;
- (b) monitoring late trading and market timing practices;
- (c) complying with applicable anti-money laundering rules and regulations;
- (d) complying with any legal, governmental or regulatory requirements of any relevant jurisdiction (including FATCA, CRS and any disclosure or notification requirements);
- (e) complying with the requirements or directions of any regulatory authority;
- (f) crime detection, prevention, investigation and prosecution;
- (g) enforcing or defending our rights, contractual or otherwise;
- (h) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information among us and our affiliates and related corporations for the purpose of complying with sanctions and risk management requirements;
- (i) providing client-related services, including customer support and dissemination of notices and reports; and
- (j) carrying out statistical analysis and market research.

Citibank may collect, use and/or disclose such Data for purposes, which may include:

- (a) providing, operating, processing and administering Units, as may be required by the Deed;
- (b) updating and maintaining the register of Holders;
- (c) performing obligations and duties of a trustee under the Deed and/or discharging statutory, legal, equitable and fiduciary duties as a trustee;
- (d) undertaking activities related to the provision of services to us as a trustee or custodian of the Fund, and maintaining service quality and training staff;
- (e) fulfilling foreign and domestic legal, regulatory and compliance requirements (including US anti-money laundering and tax obligations applicable to Citibank and disclosure to any stock

- exchange), and complying with any applicable treaty or agreement with or between foreign and domestic governments applicable to Citibank;
- (f) verifying your identity, or the identity or authority of your representatives who contact or may be contacted by Citibank and carrying out or responding to your requests, questions or instructions;
  - (g) monitoring and recording calls and electronic communications for quality, training, investigation and fraud prevention purposes;
  - (h) for crime detection, prevention, investigation and prosecution;
  - (i) enforcing or defending the rights of Citibank, contractual or otherwise;
  - (j) performing internal management, operating control (including financial control) and management information systems, and carrying out internal or external audits; and
  - (k) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Citibank and any other use of data and information in accordance with any of Citibank's programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities.

If you provide personal data relating to third party individuals to the Trustee and/or us (whether directly or through agents or distributors), you are confirming that you have:

- (a) informed such third party individuals that their personal data has been or will be disclosed to the Trustee and/or us;
- (b) informed such third party individuals that such personal data will be collected, used and/or disclosed for the purposes described above; and
- (c) obtained the consent of such third party individuals for the collection, use and disclosure of their personal data.

Upon reasonable request by the Trustee or us, you agree to provide a copy of document(s) containing such consent, or which evidences that the relevant third party individual has given such consent.

Subject to applicable laws and regulations, your Data may be transferred to other countries or territories outside Singapore for any of the purposes set out above, including to:

- (a) any person or entity including government authorities, regulatory bodies, courts and tribunals to whom we and/or the Trustee are under an obligation to make disclosure pursuant to any domestic or foreign legal process, legal obligation or regulatory obligation;
- (b) affiliates or related corporations of us and/or the Trustee; and
- (c) any agent, contractor or third party service provider who provides administrative, mailing, data processing, business process, human resource, information technology or other service to us and/or the Trustee, and each of their affiliates or related corporations in connection with the operation of their business.

Your Data may be retained after you have realised your Units. You undertake to ensure that all information provided to us (whether directly or through agents or distributors) is true, accurate and complete. Please contact us and/or authorised distributors if there is any change to the Data provided in the Application Form.

By subscribing for or purchasing Units in the Sub-Funds, you acknowledge and accept that your Data will be processed for the purposes described.

You may refuse to consent to the collection, use and disclosure of your Data. Where such refusal is made, we may be unable to provide our products and/or services to you, and we are entitled to reject any application for the subscription of Units. Other consequences may also arise at the time of such refusal.

You may also, after consenting to the collection, use and disclosure of your Data, withdraw your consent by giving notice in writing. Please note that by withdrawing your consent, you are deemed to have requested for the realisation of all your Units and other consequences may also arise at the time of such withdrawal. Further, such withdrawal will not prevent the continued use or disclosure of Data for compliance with any legal, governmental or regulatory requirements of any relevant jurisdiction or such other purposes to the extent permitted under the Personal Data Protection Act 2012.

Please note that any objection or withdrawal of consent given to our agents or distributors is **not** effective notice to us, unless and until the relevant agent or distributor has informed us of the same.

### Anti-Money Laundering

We or the Trustee may take any action which we or the Trustee consider, in our or the Trustee's sole and absolute discretion, appropriate so as to comply with:

- (a) any law, regulation or request of a public or regulatory authority, and/or
- (b) any group policy of ours or Citibank's which relate to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to any persons or entities which may be subject to sanctions (collectively, the "**Relevant Requirements**").

We and/or the Trustee shall have the right to take action on any investor who:

- (a) fails our or Citibank's anti-money laundering, anti-terrorist financing or know-your-client checks; or
- (b) is unable or unwilling to provide information and/or documentary evidence as requested by us and/or the Trustee for the purposes of complying with the Relevant Requirements.

Neither we nor Citibank will be liable for loss (whether direct or consequential) or damage suffered by any party arising out of or caused in whole or in part by any actions taken by us or the Trustee to comply with the Relevant Requirements.

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## PINEBRIDGE INTERNATIONAL FUNDS

### 1. STRUCTURE OF THE FUND

- 1.1 PineBridge International Funds (the "**Fund**") is an umbrella unit trust constituted in Singapore, under which sub-funds may be established and managed as separate and distinct trusts. The Sub-Funds currently offered for subscription are:

Sub-Funds	Appendix (for Sub-Fund specific details)
PineBridge International Funds – Acorns of Asia Balanced Fund	1
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### 1.2 Trust deed and supplemental deeds

- (a) The deed of trust relating to the Fund is dated 15 February 1999 (the "**Original Deed**") and its parties were PineBridge Investments Singapore Limited as the managers (the "**Managers**") and Citicorp Trustee (Singapore) Limited as the trustee (the "**Trustee**").
- (b) The Original Deed has been amended by the following supplemental deeds (collectively, the "**Supplemental Deeds**"):

Dated	Supplemental Deeds
02/11/1999	First Supplemental Deed
28/08/2000	Second Supplemental Deed
22/08/2001	Third Supplemental Deed
29/01/2002	Fourth Supplemental Deed
30/01/2003	Fifth Supplemental Deed
29/01/2004	Amending and Restating Deed
28/01/2005	First Supplemental Deed to the Amended and Restated Deed
25/01/2006	Second Supplemental Deed to the Amended and Restated Deed
26/01/2007	Second Amending and Restating Deed
16/01/2008	Third Amending and Restating Deed
23/01/2009	Fourth Amending and Restating Deed
03/12/2009	Fifth Amending and Restating Deed
07/04/2010	Sixth Amending and Restating Deed
30/09/2011	Seventh Amending and Restating Deed
01/09/2014	Eighth Amending and Restating Deed
26/08/2021	Ninth Amending and Restating Deed

The Original Deed, as modified by the Supplemental Deeds will be referred to as the "**Deed**".

- (c) The terms and conditions of the Deed and any future supplemental deeds will be binding on you and persons claiming through you.
- (d) You may inspect a copy of the Original Deed and any Supplemental Deeds for free at our office during normal business hours.

### 2. THE MANAGERS

We, PineBridge Investments Singapore Limited, are the Managers of the Fund and are licensed and regulated by MAS to carry out fund management activities. We have been managing

collective investment schemes and/or discretionary funds in Singapore since 1998 and we undertake investment activities in the region, covering developed and emerging market equities and bonds.

We are also a member of PineBridge Investments. PineBridge Investments is a global asset manager with long-term track records across listed equity, fixed income and alternative investments strategies, and a rich heritage managing assets for sophisticated investors around the world.

Subject to the provisions of the Deed, if we go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee), or if a receiver is appointed over any of our assets, or a judicial manager is appointed in respect of us, or we cease to carry on business, the Trustee may by notice in writing remove us as the Managers and appoint some other corporation as the new managers of the Fund, or terminate the Fund.

Please refer to the Deed for details on our role and responsibilities.

## 2.1 **Our directors and the key executives of the Fund are:**

### Director and Key Executive – Kirk Chester Sweeney

Managing Director, Chief Executive Officer, Asia Pacific  
PineBridge Investments Asia Limited

Mr. Sweeney joined PineBridge Investments in 2022 as Chief Executive Officer for Asia Pacific and is responsible for developing and managing the region's growth strategy and key strategic relationships.

Mr. Sweeney has been in the financial services industry growing firms across traditional and alternative asset classes since 1982. He has spent over thirty (30) years, the majority of his career, in investment management in the Asia Pacific region.

Most recently, Mr. Sweeney was Head of Asia and Chief Executive Officer for Hong Kong at ExodusPoint, a global multi-strategy investment manager, where he was responsible for setting up the hedge fund's Asia presence. Prior to this, Mr. Sweeney was Chief Executive Officer of Asia for Millennium Partners, another global investment management firm, where he helped establish the firm's Asia business across Singapore, Hong Kong, and Tokyo with the hiring and management of all functions and leading the senior management team on executing the region's targeted growth strategy.

Previously, he was with Barclays Asia as Head of Senior Relationship Manager for the firm's investment banking clients in the region. Earlier in his career, Mr. Sweeney established a fixed income sales and structuring platform for Nomura for non-Japan Asia, and worked at Lehman Brothers in various roles, including Hong Kong Country Head and Head of Asia Fixed Income Sales. Mr. Sweeney began his career in equities and spent over fourteen (14) years in various roles including Equity Portfolio Manager, International Equity Research Analyst, and Director of Equity Research.

Mr. Sweeney graduated with honours from Pace University in New York City with a Bachelor of Business Administration in Public Accounting and is a CFA Charterholder.

### Director and Key Executive – Omar Slim

Managing Director, Chief Executive Officer, Co-Head of Asia ex-Japan Fixed Income  
PineBridge Investments Singapore Limited

Mr. Slim is Co-Head of Asia ex-Japan Fixed Income and Portfolio Manager, based in Singapore. He has been with the firm since 2013. In this role, he has oversight over the Asia Fixed Income team and capabilities as well as managing strategies invested in global and Asian credit, rates,

and currency markets. Those strategies and PineBridge's Asia Fixed Income team have been recognised as industry leading by several organisations. Mr. Slim is a member of the global emerging market fixed income leadership team, participating in the strategy development and execution as well as key investment forums. Mr. Slim is also the Chief Executive Officer of PineBridge Investments Singapore Limited.

Prior to joining PineBridge Investments in 2013, Mr. Slim was a Senior Portfolio Manager within Asian Fixed Income at State Street Global Advisors ("**SSGA**") in Singapore. He started there as a Credit Analyst for global active fixed income in Canada, before being promoted to Senior Portfolio Manager to manage a team investing in the North American credit markets. In his most recent Singapore-based role at SSGA, Mr. Slim led the development of the Asian credit investment process in Asia, helped build up their credit coverage and managed local and hard currency Asian fixed income portfolios. He also participated in a number of government sponsored policy initiatives to develop and enhance the Asian bond markets. Prior to SSGA, Mr. Slim was a research analyst at BNP Paribas Corporate & Investment Banking.

Mr. Slim holds a Master of Science in finance from Boston College's Carroll School of Management. He also attended the Investment Decisions and Behavioural Finance Executive Education programme at the Harvard Kennedy School. Mr. Slim is a CFA Charterholder.

#### Key Executive – Jeremy Huang

Senior Vice President, Global Emerging Markets Fixed Income  
PineBridge Investments Singapore Limited

Mr. Huang joined PineBridge Investments in 2017 as a Credit Analyst in the Asia Fixed Income team.

Prior to joining PineBridge, Mr. Huang was an Asian Fixed Income Analyst at Tokio Marine Asset Management International covering Asian property, energy and China State-Owned Enterprises/Local Government Financing Vehicles sectors. Prior to this, Mr. Huang was an Asian Fixed Income Analyst at UBS Investment Management, where his primary coverage included US dollar-denominated credits from Hong Kong and China.

Mr. Huang has a Master of Science in Finance from Warwick Business School and Bachelor of Engineering in Aerospace Engineering from Nanyang Technological University. He is also a CFA Charterholder.

**Please note that our track record (including those of our directors and the key executives of the Fund) is not indicative of future performance.**

### **3. THE TRUSTEE**

The trustee for the Fund is Citicorp Trustee (Singapore) Limited (the "**Trustee**"). It is an approved trustee for unit trust schemes authorised under Section 286 of the SFA and is regulated by MAS. Please refer to the Deed for details of the Trustee's role and responsibilities.

Subject to the provisions of the Deed, if the Trustee goes into liquidation (except a voluntary liquidation for reconstruction or amalgamation), or if a receiver is appointed over any of its assets, or a judicial manager is appointed in respect of the Trustee, or the Trustee ceases to carry on business, we may by notice in writing remove the Trustee and appoint another person as the new trustee of the Fund.

## 4. OTHER PARTIES

### 4.1 The Registrar

The Trustee has appointed Citicorp Trustee (Singapore) Limited ("**CTSL**") to maintain the Registers, which are kept and maintained at 5 Changi Business Park Crescent, Level 5, Singapore 486027.

Holders may inspect the Registers during normal business hours, subject to closure of the Registers in accordance with the provisions of the Deed and such reasonable restrictions as the Trustee or CTSL may impose. The Registers show conclusively the number and details of the Units you hold.

### 4.2 The Auditors

The auditors of the accounts relating to the Fund are Ernst & Young LLP.

### 4.3 The Custodian

The Trustee has appointed Citibank N.A., Singapore Branch, a banking association organised under the laws of the United States of America ("**Custodian**"), to act as global custodian of the Fund. The Custodian is a bank licensed under the Banking Act 1970 and is subject to the supervision of MAS. As a licensed bank in Singapore, the Custodian is exempt from obtaining a capital markets services licence in relation to the provision of custodial services for securities. Citibank, N.A. is a wholly owned subsidiary of Citigroup Inc. ("**Citigroup**").

In providing custodial services, the Custodian will tap into Citigroup's global network of sub-custodians. Generally, assets in Singapore are held by the Custodian or its nominees on behalf of the Sub-Funds, and assets in other countries are held by the sub-custodian(s) operating in the respective countries. The majority of the sub-custodians are subsidiaries, branches and affiliates of Citigroup subject to Citigroup's supervision and governance. Citigroup has in place processes dealing with the selection and ongoing monitoring of sub-custodians. The criteria for selection of sub-custodian(s) may change from time to time and may include factors such as financial strength, market reputation, systems capability, operational and technical expertise. All sub-custodians will be licensed, authorised or registered under applicable law to carry out the relevant custodial services.

The duties and responsibilities of the Custodian are set out in the Global Custody Services Agreement between the Trustee and the Custodian. These duties include the establishment and maintenance of custodial accounts in which the Deposited Property of the Sub-Funds will be deposited, and the segregation of the assets of customers from the proprietary assets of the Custodian or any sub-custodian.

In the event the Custodian becomes insolvent, the Trustee may by notice in writing, terminate the Global Custody Services Agreement entered into with the Custodian and, in accordance with the Deed, appoint such other person as the new custodian to provide custodial services to the Fund globally.

### 4.4 The Administrator

We have delegated the administration and valuation functions of each Sub-Fund to Citibank N.A., Singapore Branch.

### 4.5 The Sub-Managers

We may delegate the investment management of the Sub-Funds to Sub-Managers. Details of any such delegation, if any, are set out in the Appendices.

The appointment of the Sub-Managers may be terminated under the circumstances set out in the relevant delegation agreement (including any events of insolvency).

**Past performance of the Sub-Managers is not necessarily indicative of their future performance.**

## **5. INVESTMENT OBJECTIVE, FOCUS AND APPROACH**

The investment objective, focus and approach of each Sub-Fund are set out in the Appendices. We may change the investment policy of the Sub-Funds in accordance with the provisions of the Deed.

## **6. CPF SUB-FUNDS**

The Sub-Funds may be included under the Central Provident Fund Investment Scheme (or CPFIS). Details are set out in the Appendices.

The CPF interest rate for the CPF Ordinary Account is computed based on the 3-month average of major local banks' interest rates, subject to the legislated minimum interest of 2.5% per annum. The interest rate for the CPF Ordinary Account is reviewed quarterly.

The CPF interest rate for the CPF Special Account and CPF Medisave Account is computed based on the 12-month average yield of 10-year Singapore Government Securities (10YSGS) plus 1%, subject to a floor interest rate of 4% per annum. The interest rate is reviewed quarterly.

To enhance the retirement savings of CPF members, the CPF Board pays extra interest on the first S\$60,000 of a CPF member's combined CPF balances (capped at S\$20,000 for the CPF Ordinary Account). CPF members could receive up to 6% on a portion of their CPF balances (depending on their age). Please note that the first S\$20,000 in the CPF Ordinary Account and the first S\$40,000 in the CPF Special Account need to be set aside prior to investing CPF Ordinary Account and CPF Special Account moneys. Interest is also earned on CPF Retirement Account.

You should note that the interest rates for each of the CPF accounts described above (including the floor interest rate) may be varied by the CPF Board from time to time. You should confirm the latest interest rates applicable to your CPF accounts from the CPF Board's website. Please also note that the legislated minimum interest of 2.5% per annum applies to all CPF accounts.

Subscriptions using CPF moneys will at all times be subject to the regulations and such directives or requirements imposed by the CPF Board from time to time.

## **7. FEES AND CHARGES**

The fees and charges payable in relation to each Sub-Fund are set out in the Appendices.

Authorised distributors through whom you subscribe for Units may (depending on the specific nature of services provided) impose other fees and charges that are not disclosed in this prospectus. You should check with the relevant distributors for details.

Please note that your financial advisor is required to disclose to you the trailer fee, if any, it receives from us.

## **8. RISKS**

### **8.1 General risks**

Investment in collective investment schemes is intended to produce returns over the medium to long term. You should not expect to obtain short-term gains. The price and value of the Units, and the income deriving or accruing from them, may fall or rise. You may lose your original investment and there is no assurance that a Sub-Fund's investment objective will be met.

Before investing, you should consider the risks of investing in the Sub-Fund and decide if the investment is suitable for you. Please note that the risks described below are not exhaustive. The Sub-Funds might be exposed to other risks of an exceptional nature from time to time. The degree to which these risks affect a Sub-Fund depends on the Sub-Fund's investment objective, approach and focus.

## 8.2 Specific risks

Risks of investing in the Sub-Funds include economic, interest rate, political, liquidity, default, foreign exchange, regulatory and repatriation risks, and in particular, the following:

- (a) Your investment may be affected by uncertainties, such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investments may be made.
- (b) The value of a Sub-Fund's investment in securities will fluctuate depending on the general trend of the stock markets, prevailing interest rates and the countries' economic environment.
- (c) The insolvency of any counterparty could adversely affect the ability of such counterparty to meet its payment obligations to a Sub-Fund. Certain investments (e.g. warrants and over-the-counter options) may also be illiquid.
- (d) The assets and income of a Sub-Fund may be denominated in a number of different currencies other than the Singapore Dollar and will thus be subject to fluctuations in currency exchange rates and in certain cases, exchange control regulations. The investments may be acquired in a wide range of currencies, some of which may not be freely convertible currencies. It may not be possible, practicable or in every instance, desirable to hedge against the consequent currency risk exposure. We and the Sub-Managers (if any) will decide whether to enter into any hedging transactions and will adopt an active currency management approach. Please note that the foreign currency exposure of a Sub-Fund may not be fully hedged depending on circumstances of each case. Such considerations include but are not limited to the outlook on the relevant currency, the costs of hedging and the market liquidity of the relevant currency.
- (e) Securities in emerging markets and some Asian markets may be more volatile than securities of developed markets. This volatility may stem from political, economic, legal, trading liquidity, currency and interest rate factors. Possible changes in government policies in some markets may also affect the ability to repatriate capital, income and proceeds. The securities may be less liquid, which will affect the ability to acquire or dispose of these securities at the desired price and time. The laws and regulations of these countries may be less stringent and the disclosure, accounting, auditing and financial reporting standards may differ significantly from and offer less investor protection as compared to, internationally recognised standards. As a result, information on the company's accounts of such securities may not be an accurate reflection of its financial position.
- (f) Investments in unlisted securities may involve a high degree of business and financial risks as these securities are less liquid than listed securities. Further, the issuers of such securities may not be subject to the same disclosure and investor protection measures that are applicable to listed securities.
- (g) Investments in warrants may involve higher risks than investments in ordinary shares. When a Sub-Fund invests in warrants, the values of these warrants are likely to fluctuate more than the prices of the underlying securities because of the greater volatility of warrant prices.

- (h) Investments in single country, regional or sectoral funds may present greater opportunities and potential for capital appreciation, but may be subject to higher risks as they may be less diversified than a global or non-sectoral portfolio.
- (i) Some of the industries in which a Sub-Fund invests may be subject to greater government regulations. Changes in government policies and the need for regulatory approval may have a material adverse effect on these industries.
- (j) Some companies may be subject to risks of developing technology and communications, competitive pressures and other factors, and may be dependent upon consumer and business acceptance as new technologies evolve. Trading in such securities may be subject to more abrupt price movements.
- (k) A Sub-Fund may be subject to tax exposure on its underlying investments, whether in Singapore or elsewhere. Any such tax exposure will be borne by the Sub-Fund and may impact its value.
- (l) Institutional investors may hold substantial holdings in a Sub-Fund. Although they will not have control over our investment decisions or those of the Sub-Managers (if any), their actions may have a material effect on the Sub-Fund. For example, a Sub-Fund may have to liquidate assets at a time and in a way that is not the most economically advantageous in order to meet substantial realisations of Units by an institutional investor over a short time. This could adversely affect the value of the Sub-Fund.
- (m) A Sub-Fund and its investments may be adversely affected by events outside of our and the Sub-Managers' (if any) control or expectation. Examples include war, acts of terrorism, civil disorder or unrest, subversive activities or sabotage, catastrophes, epidemics (like the Coronavirus outbreak), quarantine or travel restrictions, closing of international borders, recessions and other acts of God. Such events can occur at any time and their impact is highly unpredictable. Their effects can spread globally and can last for a significant period of time. They could lead to disruption or closure of markets, suspension of trading, increased illiquidity and market volatility, difficulties in conducting fair valuation of assets, impairment of any hedging activities, default of counterparties, or operational inefficiencies of service providers. They can have significant economic and labour impact, can lead to changes in fiscal, monetary or exchange control policies, and can exacerbate other pre-existing political, social and economic risks.
- (n) Investments in bonds and other fixed income securities are subject to interest rate fluctuations. Additionally, bonds and other fixed income securities are subject to credit risks, such as risk of default by issuers. An increase in interest rates and/or credit risk premiums will generally reduce the value of fixed income securities. A Sub-Fund's performance will depend on our ability and Sub-Managers' (if any) ability to anticipate and respond to such fluctuations in market interest rates and credit risk premiums, and to utilise appropriate strategies to maximise returns to the Sub-Fund while attempting to minimise the associated risks to its investment capital.
- (o) Credit ratings represent the opinions of us, the Sub-Managers (if any) and/or rating agencies regarding the instruments' credit quality invested into by a Sub-Fund. They are not a guarantee of quality. Rating methodologies generally rely on historical data, which may not predict future trends. It may take time for credit ratings to be adjusted in response to change of circumstances. Where we rely on ratings issued by credit rating agencies, we have established a set of internal credit assessment standards and have put in place a credit assessment process to ensure that the Sub-Funds' investments are in line with these standards. Information on our credit assessment process will be made available to investors upon request and subject to a confidentiality agreement.

### 8.3 Stock Connect

- (a) If stated in the relevant Appendix, a Sub-Fund currently may invest and have direct access to certain eligible China A-shares and eligible exchange-traded funds ("**ETFs**")

(collectively, "**China Securities**") via the Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect ("**Stock Connect**"). The Shanghai-Hong Kong Stock Connect is a securities trading and clearing linked programme developed by Hong Kong Exchanges and Clearing Limited ("**HKEx**"), the Hong Kong Securities Clearing Company Limited ("**HKSCC**"), Shanghai Stock Exchange ("**SSE**") and China Securities Depository and Clearing Corporation Limited ("**ChinaClear**") and the Shenzhen-Hong Kong Stock Connect is a securities trading and clearing linked programme developed by HKEx, HKSCC, Shenzhen Stock Exchanges ("**SZSE**") and ChinaClear. The aim of the Stock Connect is to achieve mutual stock market access between mainland China and Hong Kong.

- (b) Each Stock Connect comprises a Northbound trading link (for investment in China Securities) and a Southbound trading link. Under the Northbound trading link, Hong Kong and overseas investors (including the Sub-Fund) may be able to place orders to trade eligible shares listed on SSE and SZSE respectively.
- (c) Under the Shanghai-Hong Kong Stock Connect, Hong Kong and overseas investors (including the Sub-Fund) may be allowed, subject to rules and regulations issued or amended from time to time, to trade certain China A-shares and ETFs listed on the SSE which satisfy the criteria as approved by the mainland China regulators from time to time through the Northbound trading link.
- (d) Under the Shenzhen-Hong Kong Stock Connect, Hong Kong and overseas investors (including the Sub-Fund) may be allowed, subject to rules and regulations issued or amended from time to time, to trade certain China A-shares and ETFs listed on the SZSE which satisfy the criteria as approved by the mainland China regulators from time to time through the Northbound trading link.
- (e) Further information about the Stock Connect is available online at the website: [https://www.hkex.com.hk/mutual-market/stock-connect?sc\\_lang=en](https://www.hkex.com.hk/mutual-market/stock-connect?sc_lang=en).
- (f) Investment through the Stock Connect are subject to additional risks:
  - (i) Quota limitations risk – Trading under the Stock Connect is subject to quota limitations on investments. In particular, once the remaining balance of the relevant Northbound daily quota drops to zero or the relevant 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 China Securities through the Stock Connect on a timely basis, and the Sub-Fund may not be able to effectively pursue its investment policies.
  - (ii) Suspension risk – Each of the SEHK, SSE and SZSE reserves the right to suspend Northbound and/or Southbound trading if necessary for ensuring an orderly and fair market and managing risks prudently which could adversely affect the Sub-Fund's ability to access the mainland China market.
  - (iii) Differences in trading day – The Stock Connect only operates on days when both mainland China and Hong Kong markets are open for trading. So it is possible that there are occasions when it is a normal trading day for the mainland China stock market but Hong Kong investors (such as the Sub-Fund) cannot carry out any China Securities trading through the Stock Connect. Due to the differences in trading days, the Sub-Fund may be subject to a risk of price fluctuations in China Securities during the time when the Stock Connect is not trading as a result.
  - (iv) Restrictions on selling imposed by front-end monitoring – Mainland China regulations require that before an investor sells any share, there should be sufficient shares in the account; otherwise SSE or SZSE (as the case may be)

will reject the sell order concerned. SEHK will carry out pre-trade checking on China Securities sell orders of its participants to ensure there is no over-selling.

- (v) Clearing, settlement and custody risks – The Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of HKEx ("**HKSCC**") and ChinaClear have established the clearing links and each is a participant of each other to facilitate clearing and settlement of cross-boundary trades. As the national central counterparty of the mainland China's securities market, ChinaClear operates a comprehensive network of clearing, settlement and stock holding infrastructure. ChinaClear has established a risk management framework and measures that are approved and supervised by the China Securities Regulatory Commission ("**CSRC**"). The chances of ChinaClear default are considered to be remote.

Should the remote event of ChinaClear default occur and ChinaClear be declared as a defaulter, HKSCC will, in good faith, seek recovery of the outstanding stocks and moneys from ChinaClear through available legal channels or through ChinaClear'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 ChinaClear.

The China Securities traded through Stock Connect are issued in scripless form, so investors, such as the Sub-Fund, will not hold any physical China Securities. Hong Kong and overseas investors, such as the Sub-Fund, who have acquired China Securities through Northbound trading should maintain the China Securities with their brokers' or custodians' stock accounts with the Central Clearing and Settlement System ("**CCASS**") operated by HKSCC for the clearing securities listed or traded on SEHK.

- (vi) Nominee arrangements in holding the relevant China Securities – HKSCC is the "**nominee holder**" of the relevant China Securities acquired by overseas investors (including the Sub-Fund) through the Stock Connect. The CSRC Stock Connect rules expressly provide that investors such as the Sub-Fund enjoys the rights and benefits of the relevant China Securities acquired through the Stock Connect in accordance with applicable laws. Therefore, based on such provision, it is the Hong Kong and overseas investors such as the Sub-Fund as the ultimate investors who would be recognised under the laws and regulations of the People's Republic of China ("**PRC**") as having beneficial ownership in the relevant China Securities. Rule 824 of the General Rules and Operational Procedures of HKSCC, as amended from time to time ("**CCASS Rule**") confirms that all proprietary interests in respect of the relevant China Securities held by HKSCC as nominee holder belong to CCASS participants or their clients (as the case may be). Also as set out in CCASS Rule 824, HKSCC is prepared to provide assistance to the beneficial owners of the relevant China Securities, where necessary, to provide certification to ChinaClear for the purpose of providing evidential proof of the CCASS participant's or its client's holding in the relevant China Securities; and to assist the CCASS participant or its client bringing the legal action in the PRC in the manner as may be required under PRC law, after having regard to its statutory duties and subject to such conditions as HKSCC may reasonably require (including payment of fees and costs upfront and indemnities to the satisfaction of HKSCC).

Although the relevant CSRC regulations and ChinaClear rules generally provide for the concept of a "nominee holder" and recognise the Hong Kong and overseas investors (including the Sub-Fund) as the ultimate owners who would be recognised under the laws and regulations of the PRC as having beneficial ownership in the relevant China Securities traded via the Stock Connect, how an investor such as the Sub-Fund, as the beneficial owner of the relevant China Securities, under the Stock Connect structure, exercises and enforces its rights over the relevant China Securities in the PRC courts are to be tested.

- (vii) Investor compensation – Where the Sub-Fund is carrying out Northbound trading through securities brokers in Hong Kong but not mainland China brokers, it is not protected by the China Securities Investor Protection Fund in mainland China.
- (viii) Operational risk – The Stock Connect provides a channel for investors from Hong Kong and overseas, such as the Sub-Fund, to access the China 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 programme 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 programme 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 programme requires routing of orders across the border. SEHK has set up an order routing system ("**China Stock Connect System**") to capture, consolidate and route the cross-boundary orders input by exchange participants. 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 Hong Kong and Shanghai or Shenzhen (as the case may be) markets. In the event that the relevant systems failed to function properly, trading in both Hong Kong and Shanghai or Shenzhen (as the case may be) markets through the programme could be disrupted. The Sub-Fund's ability to access the mainland China market (and hence to pursue its investment strategy) will be adversely affected.

- (ix) Trading costs – In addition to paying trading fees and stamp duties in connection with China Securities trading, the Sub-Fund may be subject to other fees and taxes arising from trading of China Securities via the Stock Connect which are determined by the relevant authorities.
- (x) Regulatory risk – The CSRC Stock Connect rules are departmental regulations having legal effect in mainland China. However, there is no assurance that mainland China courts will recognise such rules, e.g. in liquidation proceedings of mainland China companies.

The Stock Connect is subject to regulations promulgated by regulatory authorities and implementation rules made by the stock exchanges in mainland China 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.

There is no certainty as to how the regulations regarding the Stock Connect will be applied. Moreover, the current regulations are subject to change which may have potential retrospective effect. There can be no assurance that the Stock Connect will not be abolished. The Sub-Fund which may invest in the mainland China markets through Stock Connect may be adversely affected as a result of such changes.

- (xi) Mainland China tax consideration – The Managers and/or Sub-Managers reserve the right to provide for tax on gains of the Sub-Fund that invests in mainland China securities thus impacting the valuation of the Sub-Fund. With the uncertainty of whether and how certain gains on mainland China securities are to be taxed, the possibility of the laws, regulations and practice in mainland China changing, and the possibility of taxes being applied retrospectively, any

provision for taxation made by the Managers and/or the Sub-Managers may be excessive or inadequate to meet final mainland China tax liabilities on gains derived from the disposal of mainland China securities. Consequently, investors may be advantaged or disadvantaged depending upon the final outcome of how such gains will be taxed, the level of provision and when they purchased and/or sold their Units in/from the Sub-Fund.

In 2014, the Ministry of Finance, State of Administration of Taxation and CSRC jointly issued a notice in relation to the taxation rule on the Stock Connect under Caishui [2014] No.81 ("**Notice No. 81**"). Under Notice No.81, corporate income tax, individual income tax and business tax will be temporarily exempted on gains derived by Hong Kong and overseas investors (such as the Sub-Fund) on the trading of China A-shares through the Stock Connect with effect from 17 November 2014. However, Hong Kong and overseas investors (such as the Sub-Fund) are subject to withholding tax at 10% on dividends received from China A-Shares traded via Shanghai-Hong Kong Stock Connect, unless reduced under a double tax treaty with Mainland China upon application to and obtaining approval from the competent Mainland China authority.

- (xii) Recalling of eligible securities – 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, if the Managers wish to purchase a security which is recalled from the scope of eligible securities.

(g) Risks associated with the ChiNext Board and/or STAR Board

The Sub-Fund may invest in the Science and Technology Innovation Board of the SSE ("**STAR Board**") and the ChiNext Board of the SZSE ("**ChiNext Board**") via the Stock Connect. Investments in the ChiNext Board and/or STAR Board may result in significant losses for the Sub-Fund and its investors. The following additional risks apply:

- (i) Higher fluctuation on stock prices – Listed companies on the ChiNext Board and/or STAR Board are usually of emerging nature with smaller operating scale. Listed companies on ChiNext Board and/or STAR Board are subject to wider price fluctuation limits, and due to higher entry thresholds for investors may have limited liquidity, compared to other boards. Hence, companies listed on these boards are subject to higher fluctuation in stock prices and liquidity risks and have higher risks and turnover ratios than companies listed on the main boards.
- (ii) Over-valuation risks – Stock listed on the ChiNext Board and/or STAR Board may be overvalued and such exceptionally high valuation may not be sustainable. Stock price may be more susceptible to manipulation due to fewer circulating shares.
- (iii) Differences in regulations – The rules and regulations regarding companies listed on the ChiNext Board and/or STAR Board are less stringent in terms of profitability and share capital than those in the main boards.
- (iv) Delisting risk – It may be more common and faster for companies listed on the ChiNext market to delist. The ChiNext Board and/or STAR Board may have stricter criteria for delisting compared to the main boards. This may have an adverse impact on the Sub-Fund if the companies that the Sub-Fund invests in are delisted.
- (v) Concentration risk (Applicable to STAR Board): STAR Board is a newly established board and may have a limited number of listed companies during the initial stage. Investments in STAR Board may be concentrated in a small number of stocks and subject the Sub-Fund to higher concentration risk.

(vi) Investments in ChiNext Board and/or STAR Board may result in significant losses for the Sub-Fund and its investors.

(h) Chinese Market Risk

With the government having a greater control over allocation of resources, the risks that naturally prevail in the Chinese market are political and legal uncertainty, currency fluctuations and blockage, no government support on reform, and nationalisation and expropriation of assets. Such risks can have a negative impact on the performance of the Sub-Fund.

The Chinese market is undergoing economic reform and these reforms of decentralisation are unprecedented or experimental and subject to modification which may not always have a positive outcome on the performance of the economy and then the value of securities in the Sub-Fund.

The Chinese economy is also export driven and highly reliant on trade. Adverse changes in the economic conditions of its primary trading partners such as the United States, Japan and South Korea would adversely impact the Chinese economy and the Sub-Fund's investments.

(i) Investment in RMB

Non-RMB based investors (such as the Sub-Fund) are exposed to foreign exchange risk and there is no guarantee that the value of RMB against the Sub-Fund's base currency will not depreciate. Any depreciation of RMB could adversely affect the value of the Sub-Fund's investments.

Under exceptional circumstances, payment of redemptions and/or dividend payment in RMB to the Sub-Fund may be delayed due to the exchange controls and restrictions applicable to RMB.

#### 8.4 Financial derivative instruments ("FDIs")

- (a) The Sub-Funds may use FDIs from time to time for the purpose of hedging and they may include foreign exchange forwards and warrants.
- (b) FDIs are financial contracts whose values are "derived" from the value of the underlying assets. While the professional use of FDIs may be beneficial to the overall investment portfolio, it may involve different risks which may be greater than those of more traditional investments. As the volatility of prices of FDIs may be higher than that of their underlying stocks and other benchmarks, these FDIs are generally riskier. For example, the market value of outstanding positions of foreign exchange forwards fluctuates according to prevailing foreign exchange spot rates and interest rates of the underlying pair of currencies. Foreign exchange forwards may also be subject to possible default of counterparties to the arrangement which may require the foreign exchange forwards contracts to be replaced at a loss.
- (c) FDIs will not be used to gear the overall portfolio of the Sub-Funds. We and the Sub-Managers (if any) will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented. We and the Sub-Managers (if any) have the necessary expertise and controls to manage the risks relating to investments in FDIs. We and the Sub-Managers (if any) may modify the risk management and compliance procedures and controls as we deem fit and in the interests of a Sub-Fund.
- (d) The notional amounts of foreign exchange forwards will be monitored to ensure that the amounts outstanding do not exceed the hedged position. The global exposure of a Sub-Fund to FDIs or embedded FDIs (if any) will not exceed 100% of the Net Asset Value

of the Deposited Property of the Sub-Fund. A commitment approach will be applied to determine a Sub-Fund's global exposure to FDIs by converting the positions in the FDIs into equivalent positions in the underlying assets and such exposures will be calculated in accordance with Appendix 1 of the Code.

- (e) A Sub-Fund may net its over-the-counter FDI positions with counterparties through a bilateral agreement with the relevant counterparty provided that such netting arrangements satisfy the relevant conditions described in Appendix 1 of the Code.

#### 8.5 Brokers and counterparties

- (a) A Sub-Fund may engage the services of brokers to acquire or dispose its investments and to clear and settle its exchange traded securities trades. There is the possibility that such brokers may encounter financial difficulties that could impair the operational capabilities of a Sub-Fund. If a broker was to fail or become insolvent, there is a risk that a Sub-Fund's orders may not be transmitted or executed and the outstanding trades made through the broker may not settle.
- (b) A Sub-Fund may be exposed to counterparty risk, which is the risk that a counterparty may, for financial or other reasons, be unable to perform the contract and defaults. A counterparty defaults if, for example, it files a petition in bankruptcy, becomes insolvent or a moratorium has been imposed on it. The result is a financial loss as the Sub-Fund may have to conclude substitute transactions at less favourable prices and bear the cost of providing substitute cover (replacement cost). Counterparty risk may therefore be called replacement risk or substitution risk. This risk may be directly due to the creditworthiness of the counterparty or indirectly due to the domicile of the counterparty. Over-the-counter business is particularly affected by counterparty risk as contracts are concluded bilaterally between two parties without involving a clearing house. The creditworthiness of the counterparty may change very quickly during the term of the contract. Counterparty risk may be reduced by carefully and consistently monitoring the creditworthiness of the counterparty.
- (c) We and the Sub-Managers (if any) have established various procedures and controls to manage broker and counterparty risks. Currently, the policy of us and the Sub-Managers (if any) is to select brokers based on criteria such as counterparty financial strength, credit rating, regulatory status and other known issues with the counterparty, including but not limited to reputational risk, liquidity risk and legal risk. In addition, trading with these counterparties will be conducted in accordance with all applicable contractual, regulatory and fiduciary standards. Credit and settlement exposure limits are set for approved brokers and counterparties, and they are monitored on a regular basis.

#### 8.6 Investment in other collective investment schemes

- (a) A Sub-Fund may invest in other collective investment schemes. Underlying funds invested in by a Sub-Fund may have different settlement cycles than that of the Sub-Fund. Thus, there may be mismatch between the two settlement cycles, causing the Sub-Fund to use borrowing on a temporary basis to meet such obligations and resulting in charges being incurred by the Sub-Fund. Any such borrowing will comply with the investment guidelines and restrictions set out in paragraph 19. Further, each underlying fund may not be valued at the same time or on the same day as a Sub-Fund and accordingly the net asset value of such underlying fund used in the calculation of the Net Asset Value of the Sub-Fund will be the latest available net asset value of such underlying fund (further details on the valuation of the assets of a Sub-Fund are set out in paragraph 20.2).
- (b) To the extent a Sub-Fund invests in collective investment schemes, the success of the Sub-Fund shall depend upon the ability of the underlying funds to develop and implement investment strategies that achieve the Sub-Fund's investment objective. Subjective decisions made by the underlying funds may cause a Sub-Fund to incur

losses or to miss profit opportunities on which it could otherwise have capitalised. In addition, the overall performance of a Sub-Fund will be dependent not only on the investment performance of the underlying funds, but also on our or the Sub-Managers' abilities to select and allocate the Sub-Fund's assets among such underlying funds effectively on an ongoing basis. There can be no assurance that the allocations made by us or the Sub-Managers will prove as successful as other allocations that might otherwise have been made, or as adopting a static approach in which underlying funds are not changed.

- (c) A Sub-Fund investing in collective investment schemes will be subject to the risks associated with the underlying funds. A Sub-Fund does not have control of the investments of the underlying funds and there is no assurance that the investment objective and strategy of the underlying funds will be successfully achieved which may have a negative impact on the Net Asset Value of the Sub-Fund.
- (d) There may be additional costs involved when investing into underlying funds. There is also no guarantee that the underlying funds will always have sufficient liquidity to meet the investors' redemption requests.

## **9. SUBSCRIPTION AND ISSUE OF UNITS**

### **9.1 How Units may be purchased and paid for**

To subscribe for Units in a Sub-Fund, you must submit the Application Form to our authorised distributors, together with other required documents.

#### **(a) Cash subscriptions**

Payment for cash subscriptions are to be made in full in the manner stipulated by us or our authorised distributors. Payment must be in the form of a Singapore Dollar cheque or cashier's order made payable to, or via telegraphic transfer to, the account name specified in the Application Form.

#### **(b) Subscriptions using SRS moneys**

To invest using your SRS moneys, you must authorise the relevant SRS Operator to withdraw moneys from your SRS Accounts for the subscription of Units.

#### **(c) Subscriptions using CPF moneys**

To invest moneys from your CPF Ordinary Account, you must authorise the relevant Agent Bank to withdraw moneys from your CPF Ordinary Account for the subscription of Units.

To invest moneys from your CPF Special Account, you must authorise the CPF Board to withdraw moneys from your CPF Special Account for the subscription of Units.

If you fail to submit the relevant authorisation to the SRS Operator, Agent Bank or CPF Board (as the case may be), we can reject your application.

Investors subscribing for Units using CPF or SRS moneys may not be registered as joint holders.

Please note that you will bear any bank charges incurred in the payment for the subscription of Units.

### **9.2 Applications through the Internet**

If you subscribe for Units through the Internet, you will be taken to have confirmed, among other things, (a) that you have obtained a copy of this prospectus, have read and understood its contents, and agree to be bound by the same before subscribing, and (b) that you are in Singapore when making the application. Details on the confirmation you are taken to have given are set out in Clause 11(K) of the Deed.

9.3 Minimum Initial Investment and Minimum Subsequent Investment

Minimum Initial Investment	S\$1,000
Minimum Subsequent Investment	S\$100

9.4 Pricing and Dealing Deadline

Units are issued on a forward pricing basis.

An application for subscription of Units received by us before the Dealing Deadline on a Dealing Day will be taken to have been received on that Dealing Day and Units will be issued at that Dealing Day's Issue Price. If the application is received after the Dealing Deadline on a Dealing Day or on a day that is not a Dealing Day, the application will be taken to have been received on the next Dealing Day and Units will be issued at the next Dealing Day's Issue Price.

The Issue Price per Unit of a Sub-Fund on each Dealing Day will be an amount equal to the Net Asset Value per Unit of such Sub-Fund as at the Valuation Point of that Dealing Day and calculated in accordance with Clause 10(C) of the Deed.

We and/or our authorised distributors may impose and retain the Preliminary Charge as set out in the Appendices.

9.5 Numerical example of the calculation of Units allotted

The following is a hypothetical illustration of the number of Units that will be allotted with a gross investment amount of S\$1,000 at a notional Issue Price of S\$1.099 and a notional rate of three per cent (3%) Preliminary Charge.

S\$1,000	-	S\$30	=	S\$970
Your investment		Preliminary Charge (3%)		Net investment sum
S\$970	÷	S\$1.099	=	882.620
Net investment sum		Issue Price (= NAV per Unit)		No. of Units

Save for the initial offer period (where the Issue Price is fixed as set out in Appendices), the actual Issue Price of the Units will fluctuate according to the Net Asset Value of the Deposited Property of the Sub-Fund. The current rates of the Preliminary Charge are set out in the Appendices.

9.6 Confirmation of purchase

A trade confirmation will be sent to Holders generally within five (5) Business Days of our receipt and acceptance of the application.

9.7 Issue of Units

We have the exclusive right to create and issue Units and the absolute discretion (in consultation with the Trustee and in the best interest of the Sub-Fund) to accept or reject any application for the subscription of Units. Subscription moneys will be refunded (without interest) to the applicant within a reasonable period of time (as we may determine) for any rejected application.

We may from time to time invite the public to apply for Units of a Sub-Fund at a fixed price in accordance with the provisions of the Deed.

## 9.8 Cancellation Period

- (a) If you are a new subscriber (i.e. a natural person subscribing for Units in a Sub-Fund for the first time and not excluded under Clause 13A(A) of the Deed) you have the right to cancel your subscription within seven (7) calendar days of the date on which you signed the Application Form or such other period as may be prescribed by MAS ("**Cancellation Period**") by sending us a cancellation request by post. This right of cancellation is subject to Clause 13A of the Deed and to the terms and conditions for cancellation of subscription stated in the cancellation form accompanying the Application Form.
- (b) If the last day of the Cancellation Period falls on a Saturday, Sunday or a public holiday, the Cancellation Period is deemed to be extended to the next calendar day (that is not being a Saturday, Sunday or public holiday). The relevant day for determining whether a cancellation has been exercised within the Cancellation Period is the date on which the request was posted (postmark).
- (c) The cancellation price per Unit will be the lower of:
  - (i) the Realisation Price per Unit calculated in accordance with the Deed on the relevant Dealing Day excluding the Realisation Charge, if any ("**Market Price**"); or
  - (ii) the Gross Investment Sum less any Preliminary Charge or Switching Fee, any applicable Fiscal and sale charges or Fiscal and purchase charges (each as defined in the Deed) and any rounding payable in respect of the charges ("**Investment Sum**") divided by the number of Units being cancelled.

Provided that:

- (I) any Preliminary Charge paid for the Units will be refunded in full upon cancellation;
  - (II) any distributions declared during the Cancellation Period for the Units being cancelled, will be paid in accordance with the provisions of the Deed;
  - (III) if the Market Price is greater than the Investment Sum per Unit, the difference will be retained by the Sub-Fund and will not be paid to you. If the Market Price is lower than the Investment Sum per Unit, you will be paid the Market Price only. You may therefore not get back your original investment;
  - (IV) we or our authorised distributors may deduct an administration fee from the cancellation proceeds for expenses reasonably related to the subscription and cancellation; and
  - (V) the Realisation Charge, if any, will not be imposed on new subscribers who cancel within the Cancellation Period.
- (d) Please refer to the cancellation form and the Deed for details on the terms and conditions of cancellation, restrictions on realisation and switching during the cancellation period and the procedures for cancellation.

**You must read the terms and conditions for cancellation carefully before subscribing for Units in any Sub-Fund.**

## 10. **REGULAR SAVINGS PLAN**

- 10.1 You may apply for Units via a RSP subject to meeting the Minimum Initial Investment and to a minimum monthly contribution of S\$100 (or such amount as we may determine).

- 10.2 You must complete a direct debit authorisation form ("**DDA Form**") authorising the payment for the RSP and submit it to us together with the Application Form.
- 10.3 The monthly contribution for the RSP will be deducted (from your relevant bank account, CPF Ordinary Account, CPF Special Account or SRS Account, as the case may be) as authorised in the DDA Form and the Application Form. The debit date will be on the eighth (8<sup>th</sup>) of each month (or the next Business Day if that day is not a Business Day) and the Units are allocated upon receipt of cleared funds.
- 10.4 A new subscriber to a Sub-Fund who applies to participate in a RSP at the same time as subscribing for initial Units in that Sub-Fund is entitled to cancel his subscription for Units in that Sub-Fund and his participation in the RSP during the Cancellation Period (as defined in paragraph 9.8(a)).
- 10.5 You may cease participation in the RSP without penalty by giving not less than one (1) month's notice in writing to our authorised distributors. We reserve the right to terminate or suspend the RSP at any time in our absolute discretion by giving not less than one (1) month's notice in writing to you.

## **11. REALISATION OF UNITS**

### **11.1 How Units may be realised**

Subject to paragraph 11.2, you may realise your Units by submitting a written realisation request and other required documents to our authorised distributors.

We may refuse your realisation request if all relevant documentation has not been submitted, or in any other circumstances agreed with the Trustee and notified to you.

We may (with the approval of the Trustee and subject to Clause 14(F) of the Deed) in certain instances stipulated in the Deed, limit the total number of Units that you may realise on any Dealing Day to ten per cent (10%) of the total number of Units of the relevant Sub-Fund then in issue. If this happens, requests for realisation of Units in the Sub-Fund on such Dealing Day will be reduced on a pro rata basis to all realisations on such Dealing Day, so that the proportion realised of each holding is the same for all Holders. Any Units which are not realised or cancelled (as the case may be) will be realised or cancelled on the next succeeding Dealing Day. However, if on such next succeeding Dealing Day, the total number of Units of the Sub-Fund to be cancelled or realised (including those carried forward from any earlier Dealing Day) exceeds the limit, we may further carry forward the requests for realisation or cancellation (as the case may be) until such time as the total number of Units to be realised or cancelled (as the case may be) on a Dealing Day falls within the limit. Any Units that have been carried over from an earlier Dealing Day will be realised or cancelled in priority to any new Units due to be realised or cancelled on that Dealing Day. We will notify you within seven (7) days if your request for realisation is carried forward under Clause 14(F) of the Deed.

### **11.2 Minimum Realisation Amount and Minimum Holding**

You may realise your holding of Units in full or partially. The minimum amount for any partial realisation is 100 Units (or such other number of Units as we determine). You will not be entitled to realise only part of your holding of Units without our approval if due to such realisation, your holding would be reduced to less than the Minimum Holding. Where any realisation request would result in you holding less than the Minimum Holding, we may require you to realise all of your holding of Units.

The Minimum Holding for each Sub-Fund is the number of Units that may be purchased for S\$100 based on the Issue Price at which the Units were subscribed for (or such other amount as we decide in accordance with the provisions of the Deed).

### 11.3 Pricing and Dealing Deadline

Units are priced on a forward pricing basis.

A realisation request received before the Dealing Deadline on a Dealing Day, will be taken to have been received on that Dealing Day and Units will be realised at that Dealing Day's Realisation Price. If the realisation request is received after the Dealing Deadline on a Dealing Day or on a day that is not a Dealing Day, the realisation request will be taken to have been received on the next Dealing Day and Units will be realised at the next Dealing Day's Realisation Price.

The Realisation Price per Unit of a Sub-Fund on each Dealing Day will be an amount equal to the Net Asset Value per Unit of such Sub-Fund as at the Valuation Point of that Dealing Day and calculated in accordance with Clause 10(C) of the Deed.

We and/or our authorised distributors may impose and retain the Realisation Charge as set out in the Appendices.

### 11.4 Numerical example of the calculation of realisation proceeds

The following is a hypothetical illustration of the net realisation proceeds payable on a realisation of 1,000 Units, at a notional Realisation Price of S\$1.104 and a notional rate of 0% Realisation Charge.

1,000 Units	x	S\$1.104	=	S\$1,104.00
Your realisation request		Realisation Price (NAV per Unit)		Gross realisation proceeds
S\$1,104.00	-	S\$0.00	=	S\$1,104.00
Gross realisation proceeds		Realisation Charge (0%)		Net realisation proceeds

The actual Realisation Price of the Units will fluctuate according to the Net Asset Value of the Deposited Property of the Sub-Fund. The current rates of the Realisation Charge are set out in the Appendices.

### 11.5 Payment of realisation proceeds

- (a) Unless the realisation of Units has been suspended, as described in paragraph 14, realisation proceeds will be paid to investors within four (4) Business Days in the case of a bond fund or money market fund, and six (6) Business Days in the case of all other funds (or such other period as the relevant authorities may require) from the date we receive the relevant realisation request.
- (b) If you subscribe for Units with cash, the realisation proceeds will be paid by cheque sent by post to your address (for an individual) or registered address (for a corporate entity), or by telegraphic transfer to a nominated bank account.
- (c) If you subscribe for Units with SRS moneys, the realisation proceeds will be credited to your SRS Account. If your SRS Account has been closed, the moneys will be paid to you in accordance with paragraph 11.5(b).
- (d) If you subscribe for Units with CPF moneys from your CPF Investment Account, the realisation proceeds will be credited to your CPF Investment Account or CPF Ordinary Account. If both of your CPF Investment Account and CPF Ordinary Account have been closed, the moneys will be paid to you in accordance with paragraph 11.5(b).
- (e) If you subscribe for Units with CPF moneys from your CPF Special Account, the realisation proceeds will be credited to your CPF Special Account. If your CPF Special

Account has been closed, the moneys will be paid to you in accordance with paragraph 11.5(b).

- (f) In addition to the payment methods described in paragraph 11.5(c) to 11.5(e), payment may be made to you in other ways according to applicable laws, regulations and guidelines.
- (g) Please note that you will bear any bank charges incurred in the payment of realisation proceeds to your account.

## **12. SWITCHING OF UNITS**

12.1 You may switch all or any of your Units of any Sub-Fund (the "**Original Sub-Fund**") to Units of another Sub-Fund (the "**New Sub-Fund**") subject to the following:

- (a) no switching of Units may be made if this results in you holding less than the Minimum Holding of either the Original Sub-Fund or the New Sub-Fund;
- (b) the minimum amount that can be switched into or out from a Sub-Fund is S\$100;
- (c) if you subscribed for Units with moneys from your CPF Ordinary Account, you can only switch to Units of another CPF Sub-Fund that can be purchased with moneys from CPF Ordinary Account; and
- (d) if you subscribed for Units with moneys from your CPF Special Account, you can only switch to Units of another CPF Sub-Fund that can be purchased with moneys from CPF Special Account.

12.2 We have the absolute discretion to reject any application for switching and all switches will be effected according to the provisions of the Deed.

12.3 Although we will not deduct a Preliminary Charge for the subscription of Units in the New Sub-Fund, we may charge a Switching Fee on the amount of the switch. We and/or our authorised distributors may impose and retain the Switching Fee as set out in the Appendices.

12.4 You will have to submit a switching request to our authorised distributors in such form as they may require.

12.5 If you cancel your Units under paragraph 9.8(a), you will not be entitled to switch your Units.

## **13. OBTAINING PRICES OF UNITS**

The prices of Units are available on our website at <http://www.pinebridge.com.sg> generally one (1) Business Day after the relevant Dealing Day.

As Units are priced on a forward pricing basis, the published prices do not represent the actual prices of the Units on the day of publication.

## **14. SUSPENSION OF DEALINGS**

14.1 Subject to the requirements of the Code, we or the Trustee may with the written approval of the other, suspend the issue, cancellation, realisation, switching or valuation of Units of a Sub-Fund:

- (a) during any period when the Recognised Stock Exchange on which any Authorised Investments forming part of the Deposited Property (whether of any particular Sub-Fund or of the Fund) for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;
- (b) during the existence of any state of affairs which, in the opinion of us and the Trustee, might seriously prejudice the interests of the Holders (whether of any particular Sub-

Fund or of the Fund) as a whole or of the Deposited Property (whether of any particular Sub-Fund or of the Fund), or might, in relation to the operation of the Fund or any particular Sub-Fund or Class, substantially impair our and/or the Trustee's conduct of or ability to conduct business activities;

- (c) during any breakdown in the means of communication normally employed in determining:
  - (i) the price of any of such Authorised Investments or their current price on that Recognised Stock Exchange; or
  - (ii) when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained;
- (d) during any period when remittance of moneys which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in our and the Trustee's opinion, be carried out at normal rates of exchange;
- (e) any forty-eight (48) hour period (or such longer period as we and Trustee may agree) prior to the date of any meeting (or adjourned meeting) of Holders of any Sub-Fund or of the Fund;
- (f) for any period pursuant to an order or direction of MAS;
- (g) in exceptional circumstances where such suspension is in the interest of the Holders (whether of any particular Sub-Fund or of the Fund); or
- (h) in such other circumstances as may be required under the provisions of the Code.

Subject to the provisions of the Code, such suspension will take effect immediately upon our written declaration to the Trustee (or vice versa). It will terminate upon our or the Trustee's written declaration (as the case may be) as soon as practicable when the condition giving rise to the suspension ceases to exist and no other conditions under which suspension is authorised exists. The period of suspension may be extended in accordance with the Code.

14.2 We may in certain situations suspend the realisation of Units (as summarised below). Please refer to Clause 11(G), 14(E)(ii) and 14(F)(ii) of the Deed for details of these provisions:

- (a) If we determine (with the approval of the Trustee) that it would be detrimental to remaining Holders of the Sub-Fund to realise or continue to realise Units on the basis of the Net Asset Value of the Sub-Fund, we may adjust or substitute the Realisation Price with such amount determined in accordance with Clause 14(E)(ii) of the Deed. In such event, we may temporarily suspend the realisation of Units during the period of consultation or adjustment.
- (b) If the realisations (net of issues) on any day will cause the number of Units in issue (or deemed to be in issue) to fall more than a certain percentage (as determined by us but being at least ten per cent (10%)), who may in accordance with Clause 14(F)(ii) of the Deed and with a view to protecting the interest of all Holders, elect to realise Units at a price that reflects a fairer value for the Deposited Property. Upon giving notice to the affected Holders within two (2) Business Days after that day, we may (with the approval of the Trustee) suspend the realisation of those Units for such reasonable period as may be necessary to effect an orderly realisation of Investments.

## **15. PERFORMANCE OF THE SUB-FUNDS AND BENCHMARK INFORMATION**

The performance details and the benchmarks of each Sub-Fund are set out in the Appendices.

The expense ratios are calculated in accordance with IMAS' guidelines on the disclosure of expense ratios and based on figures in the relevant Sub-Fund's latest audited accounts. The following expenses are excluded from the calculation of the expense ratio:

- (a) interest expense;
- (b) brokerage and other transaction costs associated with the purchase and sales of investments (such as, registrar charges and remittance fees);
- (c) foreign exchange gains and losses of the Sub-Fund, whether realised or unrealised;
- (d) front-end loads, back-end loads and other costs arising on the purchase or sale of a foreign unit trust or mutual fund (if any);
- (e) tax deducted at source or arising on income received (including withholding tax); and
- (f) dividends and other distributions paid to Holders.

The turnover ratios are calculated based on the lesser of purchases or sales of the underlying investments of each Sub-Fund expressed as a percentage over daily average NAV of that Sub-Fund.

## **16. SOFT DOLLAR COMMISSIONS / ARRANGEMENTS**

- 16.1 We or Sub-Managers (collectively, the "**managers**", for the purposes of paragraphs 16 and 17) may receive or enter into soft-dollar commissions/arrangements in respect of the Sub-Funds. The managers will comply with applicable regulatory and industry standards on soft-dollars.
- 16.2 The soft-dollar commissions that the managers may receive include specific advice as to the advisability of dealing in, or the value of any investments, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses, data and quotation services, computer hardware and software or any other information facilities to the extent that they are used to support the investment decision making process, the giving of advice, or the conduct of research or analysis.
- 16.3 The managers will not accept or enter into soft dollar commissions/arrangements unless they would, in the opinion of the managers, reasonably assist the managers in their management of the Sub-Funds. The managers will ensure at all times that best execution is carried out for the transactions and no unnecessary trades are entered into in order to qualify for such soft-dollars.

## **17. CONFLICTS OF INTEREST**

- 17.1 The managers may from time to time have to deal with competing or conflicting interests between a Sub-Fund and other funds managed by them. For example, the managers may make a purchase or sale decision on behalf of one fund without making the same decision on behalf of any other funds, as such investment decisions depend on factors such as the cash availability and portfolio balance of each funds. However, the managers will use our reasonable endeavours at all times to act fairly in respect of all funds managed by them and to balance the interests of each Sub-Fund.
- 17.2 The managers, their delegates and their affiliates may provide investment management and other services to other clients (including investment companies), including clients which may invest in the securities in which the Sub-Fund may invest, and, in providing such services, may use information obtained by the managers, their delegates or their affiliates which is used in managing the Sub-Fund's investments. In the event of a conflict of interest arising, the managers or their delegate or their affiliates will ensure that it is resolved fairly in the best interests of the unitholders and that investment opportunities shall be fairly allocated to their respective clients.
- 17.3 The managers and the Trustee will conduct all transactions with or for each Sub-Fund on an arm's length basis.

- 17.4 The managers or the Trustee or their respective affiliates (collectively, the "**Parties**", for the purposes of this paragraph) are or may be involved in other financial, investment and professional activities that may on occasion cause conflict of interest with the management of a Sub-Fund and the other funds managed by the managers. 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 arises, the Parties will endeavour (where possible) to resolve it quickly and in the interest of the Holders or otherwise in an equitable manner. Affiliates of the Trustee may be engaged to provide financial, banking or brokerage services to the Sub-Funds or buy, hold and deal in any investments, enter into contracts or other arrangements with the Trustee and make profits from these activities. Such services, where provided, and such activities, where entered into by the affiliates of the Trustee, will be on an arm's length basis.
- 17.5 The managers or the Trustee may own, hold, dispose or otherwise deal with Units as though they were not a party to the Deed. If any conflict of interest arises, the managers and the Trustee, in consultation with the other and as they deem fit, will resolve such conflict in a just and equitable manner.

## **18. REPORTS**

The financial year-end of the Fund is 31 December.

The annual reports and audited annual accounts will be made available within three (3) months after the end of the financial year and the semi-annual reports and semi-annual accounts within two (2) months of the period to which the report and accounts relate (or within such other periods as may be permitted by MAS).

The relevant reports and accounts will be available on <http://www.pinebridge.com.sg> and they will remain on the website for at least twelve (12) months. Printed copies of the reports and accounts may be obtained from us upon request at no cost.

## **19. INVESTMENT GUIDELINES AND RESTRICTIONS**

The investment guidelines issued by MAS under Appendix 1 of the Code may be found at MAS website: <http://www.mas.gov.sg>.

The CPF Investment Guidelines issued by the CPF Board as applicable to Sub-Funds included under the CPFIS may be found at the CPF Board website: <http://www.cpf.gov.sg>.

MAS and the CPF Board may update or amend these investment guidelines at any time.

## **20. OTHER MATERIAL INFORMATION**

### **20.1 Distributions**

We have the absolute discretion to decide whether any distribution(s) are to be made for each Sub-Fund.

Distributions may be made out of the income and/or net capital gains realised on the sale of Authorised Investments. They will not be made out of the capital of the Sub-Funds. Distributions made will normally reduce the Net Asset Value of the Sub-Fund.

If distributions are made, they are not a forecast, indication or projection of the future performance of the relevant Sub-Fund. Unless otherwise stated, distributions are at our discretion and are not guaranteed. The making of any distribution does not imply that further distributions will be made and we reserve the right to vary the frequency and/or amount of distributions (if at all).

## 20.2 Valuation of assets

Unless stated in the Deed and subject to the requirements of the Code, the Value of the assets comprised in each Sub-Fund with reference to any Authorised Investment which is:

- (a) a deposit placed with a bank or other financial institution or a bank bill, will be determined by reference to the face value of such Investments and the accrued interest thereon for the relevant period;
- (b) a unit or share in a unit trust or mutual fund or collective investment scheme will be valued at the latest published or available net asset value per unit or share, or if no net asset value per unit or share is published or available, then at their latest available realisation price;
- (c) an Unquoted Investment (other than any deposit or bank bill or unit or share in an open-ended collective investment scheme referred to in paragraphs (a) and (b) above), will be calculated by reference to the mean of bid and offered prices quoted by such persons, firms, or institutions determined by us to be dealing or making a market in that investment at the close of trading in the relevant market on which the particular Unquoted Investment is traded. However, if such price quotations are not available, the Value will be determined by reference to the face value of such Investments, the prevailing term structure of interest rates and the accrued interest on the Investments for the relevant period;
- (d) a Quoted Investment will be calculated by reference to:
  - (i) the official closing price or the last known transacted price on such Recognised Stock Exchange on which the Quoted Investment is listed or an organised over-the-counter market on which the securities are traded; or
  - (ii) the transacted price on the Recognised Stock Exchange on which the Quoted Investment is listed or an organised over-the-counter market on which the securities are traded at the time of calculation for the Quoted Investment; and
- (e) if there be no such transacted price under sub-paragraph (d) above, the Value in respect of
  - (i) a Quoted Investment (other than Quoted Investments traded in the over-the-counter markets) will be calculated by reference to the mean of bid and offered prices at the close of trading on such Recognised Stock Exchange or on which the particular Quoted Investment is traded; and
  - (ii) a Quoted Investments that are traded in over-the-counter markets, will be calculated by reference to the mean of bid and offered prices quoted or indicated by one or more market makers/brokers approved by the Trustee and us to be of sufficient repute and to be expected generally to provide in our opinion a satisfactory market for such Quoted Investments.

If the quotations referred to in (a), (b), (c), (d) and (e) above are not available, or if the value of the Authorised Investment determined in the manner described in (a), (b), (c), (d) or (e) above, in our opinion, do not represent a fair value of such Authorised Investment, then the value will be such value as we may consider in the circumstances to be fair and approved by the Trustee. We will notify the Holders of any such change if required by the Trustee. For the purposes of this proviso, the "fair value" will be determined by us in consultation with an Approved Stockbroker or an Approved Valuer.

Please refer to the Deed for details on the valuation of the assets comprised in each Sub-Fund and for the definitions of **Approved Stockbroker**, **Approved Valuer**, **Quoted Investment**, **Recognised Stock Exchange** and **Unquoted Investment**.

### 20.3 Compulsory Realisation

We (in consultation with the Trustee) may compulsorily realise all or any of your Units and/or take such action as we deem fit, if the Units are acquired or held:

- (a) in breach of the law or official requirements of any jurisdiction, governmental or regulatory authority which in our opinion might adversely affect the Sub-Fund and/or the Fund;
- (b) in circumstances
  - which in our opinion may result in the Sub-Fund and/or the Fund incurring any tax, licensing or registration liability in any jurisdiction which that Sub-Fund and/or the Fund might not otherwise have incurred; or
  - which in our opinion (in consultation with the Trustee) may result in the Sub-Fund and/or the Fund suffering any disadvantage which that Sub-Fund and/or Fund might not otherwise have suffered; or
  - where information (including but not limited to information regarding tax status, identity or residency), self-certifications or documents as we may request pursuant to applicable laws, regulations, contractual obligations or agreements with authorities of any jurisdiction cannot be obtained from you or you have refused to provide the same or have withdrawn your authorisation for the Trustee and/or us to collect, use and/or disclose such information, documents or self-certifications as may be required by the Trustee and/or us; or
- (c) in circumstances where you have refused or withdrawn your consent for the Trustee and/or us to collect, use and/or disclose your information (including your personal data), and the disclosure of your information is made or intended to be made to persons who have valid reason(s) for receiving such information.

If we and/or the Trustee are required to account to any fiscal authority of any jurisdiction for any income or other taxes, charges or assessments on the value of any Units you hold, we (in consultation with the Trustee) may by written notice to you, realise such number of your Units as deemed necessary and to withhold and apply the realisation proceeds for the discharge of the tax liability arising as if you had requested in writing the realisation of such Units. We and/or the Trustee may withhold and apply the proceeds of such realisation in payment, reimbursement and/or set-off against the tax liability.

Any compulsory realisation made pursuant to this paragraph 20.3 will be carried out in accordance with the provisions of the Deed and your approval will not be sought. We and the Trustee will not be liable for any claims, costs or losses which you may suffer in connection with such realisation.

### 20.4 Termination

The Sub-Funds do not have a fixed maturity. However, the Fund or a Sub-Fund (as the case may be) may be terminated in accordance with Clause 35 of the Deed. Termination can arise from the giving of notice in writing to affected Holders, a change of law, the insolvency, retirement or removal of the Trustee and/or us, the passing of an Extraordinary Resolution by Holders, or the Net Asset Value of the Fund or any Sub-Fund falling below a certain amount. Holders will be informed of the termination at least three (3) months in advance. Please refer to the Deed for details.

### 20.5 Further information

The Deed contains further information relating to the Fund and the Sub-Funds, including but not limited to the provisions relating to the indemnification and exclusion of liability of the Trustee and/or us, and the holding of the meetings of Holders.

## 20.6 Liquidity Risk Management

We have established a policy and a committee on liquidity risk management (the "**Liquidity Risk Management Committee**") with respect to the Sub-Funds in accordance with the Guidelines on Liquidity Risk Management Practices for Fund Management Companies issued by MAS. The Liquidity Risk Management Committee, which is functionally independent from the day-to-day portfolio investment function, monitors the liquidity risk management function and the liquidity risk management tools. We are responsible for monitoring the liquidity profile of the assets and liabilities of the Sub-Funds on an ongoing basis. We have appointed designated persons ("**Designated Persons**") to be responsible for the independent risk management function and the oversight of the liquidity risk management process on an ongoing basis. The Designated Persons will monitor the Sub-Funds' liquidity and where there is deviation from the internal liquidity target or limit, the Designated Persons will understand the cause, identify a solution as needed and escalate issues and exceptions identified to the Liquidity Risk Management Committee. The Sub-Funds' risk profile and the available liquidity risk management tools will be considered accordingly. We are responsible for ensuring that investors' realisation requests can be met. Liquidity stress testing on the Sub-Funds will be performed by the Designated Persons quarterly under both normal and stressed scenarios in order to assess the impact on the liquidity of the Sub-Funds in times of unfavourable market conditions. Liquidity will be evaluated on an ad hoc basis if market circumstances or other circumstances (such as changes to the structure or strategy of the Sub-Funds or major changes in the investor base) trigger such evaluation. We are responsible for managing the liquidity risk of the Sub-Funds by (a) imposing realisation restrictions to gate the realisation of Units, or (b) in the event of substantial net redemptions, adjusting the Realisation Price to a fairer value as determined in accordance with Clause 14(F)(ii) of the Deed.

## 21. **QUERIES AND COMPLAINTS**

If you require clarification, you may call your respective distributor or us at telephone number +65 6571-9360.

## APPENDIX 1 – PINEBRIDGE INTERNATIONAL FUNDS – ACORNS OF ASIA BALANCED FUND

This Appendix sets out the details of the PineBridge International Funds – Acorns of Asia Balanced Fund, a Sub-Fund under the Fund (referred to in this Appendix as the "**Sub-Fund**"). The Sub-Fund is denominated in Singapore Dollars.

### 1. **Sub-Managers**

Since 24 February 2015, PineBridge Investments Asia Limited (referred to in this Appendix as the "**Sub-Managers**") has been appointed as the sub-managers to manage the equity portion of the Sub-Fund. The Sub-Managers are incorporated in Bermuda and based in Hong Kong and are regulated by the Securities and Futures Commission of Hong Kong to carry on type 1 (dealing in securities), type 4 (advising on securities) and type 9 (asset management) regulated activities. The Sub-Managers are indirect wholly-owned subsidiary of PineBridge Investments L.P. The Sub-Managers have been managing funds since 1987.

Key Executive - Elizabeth Soon, CFA

Managing Director, Portfolio Manager and Head of Asia ex-Japan Equities  
PineBridge Investments Asia Limited

Ms. Soon joined the firm in 2008 with extensive experience in managing investment teams and managing Asia equity portfolios. She is responsible for the oversight of the Asia ex-Japan Equity team and strategies. Since 2008, Ms. Soon has been the portfolio manager of the Asia small/mid cap funds and focused funds, and chairs the portfolio positioning/asset allocation committee for Asia. She had previously managed institutional and retail Pacific ex-Japan mandates for PineBridge.

Prior to joining the organisation, she was Director and Head of the Pacific Basin for Standard Life Investments (Asia) Ltd., where she was responsible for the management of the group's Asian funds and a member of the Global Stock and Sector Insights Committee (UK). Ms. Soon also spent ten (10) years at Schroders Investment Management (HK), where she was Director and Head of Asia ex-Japan, responsible for asset allocation and stock selection in Asia, managing retail unit trusts and large institutional portfolios. At Schroders, she was a member of the Global Asset Allocation Committee and chaired the Far East Asset Allocation Committee. Her investment experience began at the predecessor firm of Allianz Global Investors as portfolio manager and market specialist focusing on ASEAN and Taiwan.

Ms. Soon holds an MBA from Manchester Business School, UK, a Bachelor of Accountancy from the National University of Singapore and is a CFA Charterholder. She sits on the Listing Committee of The Stock Exchange of Hong Kong Limited. Previously, Ms. Soon was a board director of the Hong Kong Society of Financial Analysts for over six (6) years, actively involved as a panel judge for the annual Regional and Global Research Challenge organised by the CFA Institute.

### 2. **Investment Objective, Focus and Approach**

The objective of the Sub-Fund is to invest as a direct investment portfolio, to achieve long-term capital appreciation as well as stable income, by investing, in such proportion as we deem fit, in:

- (a) the equities of young and fast-growing Asian (ex-Japan) companies, which in our opinion, have the potential to establish themselves in their respective fields; and
- (b) fixed income securities of high credit quality issuers, denominated primarily in Singapore Dollars.

Notwithstanding the above, we may (at our discretion, with a view to achieving the same policy and subject to obtaining any necessary regulatory approval) invest the assets of the Sub-Fund

into the units or shares of other funds, classes or portfolios within the Group Funds (including the PineBridge International Funds) in such proportion as we deem fit.

Pursuant to Clause 16(A)(iii) of the Deed<sup>1</sup>, we may change the investment policy of the Sub-Fund from a direct investment portfolio to a Feeder Fund investing in one or more funds having individually or collectively substantially the same investment policy as the Sub-Fund's original investment policy, subject to certain conditions.

For the equities portfolio:

The team follows a fundamental bottom-up research process to select securities by utilising the Sub-Managers' equity research framework that is known as Lifecycle Categorisation Research ("**LCR**"). LCR provides a disciplined research framework to capture the market opportunity in identifying the dynamic evolution of companies which typically occurs over the longer run. As the anticipated changes become visible to the market over time, valuations converge with fundamentals, delivering the alpha opportunity that was identified at the time of the stock's purchase. These investment opportunities exist across the entire market spectrum and at every point in the economic cycle, and consequently, the fund is agnostic towards style-based investing. LCR categorises companies based on their position in the lifecycle and on the cyclical nature of their business. Unlike other commonly used methods of universe and benchmark categorisation, such as grouping stocks into heterogeneous industries and sectors, LCR's method of categorisation is homogeneous and is not dependent on companies' business activities. By basing the categorisation of companies only on their maturity and cyclical nature, LCR creates homogenous groupings of stocks that exhibit similar characteristics as well as similar trading behaviour in the market.

The team runs a qualitative check of the portfolio through our proprietary research framework called Equity Risk Assessment ("**ERA**"). ERA is used together with the LCR framework as it is also a forward-looking assessment of where the company is headed over the long term, and not the company's current position.

Given the interrelationship between environmental, social and governance ("**ESG**") factors and the strategic, financial, and risk expectations for a company, we fully integrate ESG factors into the Sub-Fund's end-to-end investment process (from pre-investment due diligence to monitoring of the portfolio companies) in a uniform and structured workflow. Through ERA, each company is scored on three key dimensions: governance, business sustainability, and financial strength. Governance is the key to achieving well for nearly all of the ERA assessment items.

Regular calls are scheduled with country / sector specialists across the region to deliberate on their economic feedback and stock recommendations. Discussions are also held on a regular basis to discuss and review stocks, industry / sectors, high frequency data and other macro-economic variables, earnings forecasts, valuation and risk indicators. The Sub-Managers take into account these factors in positioning the portfolio.

The Sub-Managers will have the discretion for asset class and stock selection.

For fixed-income portfolio:

The fixed income investment process uses both top-down and bottom-up approaches. A top-down approach is adopted in the structuring of portfolio duration. This is achieved through regular monitoring and assessment of economic fundamentals, technical indicators and market valuation. Prevailing views of short- and medium-term directions of domestic interest rates are regularly assessed and changed if necessary, which will in turn lead to an adjustment in portfolio duration.

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<sup>1</sup> A "Feeder Fund" is a fund that invests all or substantially all of its assets in units or sub-units in one or more collective investment scheme(s) managed or advised by us or any of our associates, and whose investment policy, individually or collectively, is the same or substantially the same as the sub-fund. Any significant change to the investment policy as stated in the Deed, will require the approval of the Holders of the Sub-Fund by way of an extraordinary resolution. Please refer to the Deed for details.

In terms of security selection, the Sub-Fund will invest in eligible securities based on the CPF Investment Guidelines and the Code. Credit assessment of these rated securities is based primarily on the credit ratings by international rating agencies, as well as our internal credit research process. Economic fundamentals, regulatory and political developments are monitored to provide early signals of possible shifts in ratings. For non-rated issues, credit analysis is based on a combination of qualitative assessment of the issuer's management, track record, the industry in which it operates, and quantitative analysis of the issuer's financial strength.

Operational checks are conducted to ensure that the regulatory guidelines are adhered to and that the investment constraints relating to the Sub-Fund are not breached.

Investment in other collective investment schemes:

The Sub-Fund may invest up to 40% of its Net Asset Value into PineBridge International Funds – Singapore Bond Fund (the "**Underlying Fund**"), which invests primarily in high credit quality Singapore Dollars fixed income instruments issued by Singapore and non-Singapore entities. The specific percentage investment into the Underlying Fund may vary from time to time at our sole discretion.

Details of the investment objective and policy of the Underlying Fund are set out in Appendix 2 of this prospectus.

**Under certain market conditions, the Sub-Fund's Net Asset Value may exhibit volatility given the Sub-Fund's focus on investing in smaller sized companies in terms of their market capitalisation.**

### **3. Managers of the Underlying Fund**

We are the managers of the Underlying Fund, and our details are set out in paragraph 2 of the main body of this prospectus.

### **4. Benchmark**

The Sub-Fund is actively managed with reference to the benchmark, **a composite index comprising 60% MSCI All Country Far East ex-Japan SMID Net Return Index and 40% JP Morgan Singapore Government Bond Index**, for performance comparison purpose. The benchmark may be replaced with another benchmark at our discretion.

The benchmark is neither used as a constraint for portfolio construction purpose nor as a target to beat. The holdings of the Sub-Fund may or may not be components of the benchmark and we have the discretion to deviate entirely from the benchmark securities, weightings and risk characteristics. The performance of the Sub-Fund may be meaningfully different from that of the benchmark.

### **5. Disclosure on Certain Investments**

The Sub-Fund may invest in China A-shares via Stock Connect.

The Sub-Fund may use FDIs, including foreign exchange forwards, from time to time for the purpose of hedging. Disclosures on the use of FDIs and on the hedging of foreign currency exposure are set out in paragraphs 8.4 and 8.2(d) respectively of the main body of this prospectus.

The Sub-Fund currently does not envisage engaging in securities lending or repurchase transactions.

## 6. Product Suitability

The Sub-Fund is only suitable for investors who:

- seek long-term capital appreciation and stable income; and
- are comfortable with the risks associated with investing in equities of Asian (ex-Japan companies) and fixed income securities denominated primarily in Singapore Dollars.

## 7. CPF Sub-Fund

The Sub-Fund is included under the CPF Investment Scheme – Ordinary Account and Special Account. The Sub-Fund has been classified by the CPF Board under the "Medium to High Risk – Narrowly Focused – Regional – Asia" category.

## 8. Fees and Charges

Payable by the Investor	
Preliminary Charge	Maximum 3% Cash/SRS Units: Currently, up to 3% CPF Units <sup>2</sup> : Currently, 0%
Realisation Charge	Currently, 0% (maximum 5%)
Switching Fee	Currently, up to 1% (maximum 2%)

We may at any time differentiate between investors as to the amount of the Preliminary Charge and Switching Fee charged. We and/or our authorised distributors may impose and retain the Preliminary Charge, Realisation Charge and Switching Fee.

We are entitled to deduct from the subscription moneys and/or redemption proceeds any additional expenses incurred for investors residing outside Singapore.

Payable out of the Sub-Fund	
Management Fee ("MF")	1.25% p.a. of the NAV (maximum 2%)  <i>Out of MF:</i> <i>Retained by us: 42% - 72% of MF (median 50%)</i> <i>Paid by us to distributors (trailer fee): 28% - 58% of MF (median 50%)</i>
Trustee Fee	Currently not more than 0.04% of the NAV (maximum 0.075%, subject to a minimum of S\$5,040 p.a.)
Custodian Fee	Comprises: (a) currently, a fee not more than 0.04% p.a. of the NAV (maximum 0.04% p.a.) for the provision of custodial services; and (b) a fee not more than S\$75 per transaction in relation to the dealing of Authorised Investments.
Annual valuation and accounting fee	Maximum 0.075% p.a. of the NAV, subject to a minimum of S\$3,000 p.a.
Annual Registrar Fee	Maximum 0.075% p.a. of the NAV, subject to a maximum of S\$20,000 p.a.

The fees of the Sub-Managers will be paid by us and not out of the Sub-Fund.

<sup>2</sup> Subject to changes as may be determined by the CPF Board.

Please refer to the Deed for the full meaning of the term **NAV** and the method of computation of the above fees and charges.

Please note that the Deed also allows for other expenses and charges to be paid out of the Sub-Fund, each of which we currently do not expect to amount to or to exceed 0.1% per annum of the NAV of the Sub-Fund, save and except for transaction expenses. The amount of transaction expenses to the NAV of the Sub-Fund is currently indeterminable as the amount will depend on the volume, nature and costs of the transactions for the Sub-Fund.

Based on the audited accounts of the Sub-Fund as of 31 December 2022:

- (a) each of the trustee, custodian, valuation, registrar and audit fees accrued for the financial year up to 31 December 2022 did not amount to or exceed 0.1% of the NAV of the Sub-Fund as at that date;
- (b) the transaction expenses accrued for the financial year up to 31 December 2022 amounted to 0.11% of the NAV of the Sub-Fund as at that date; and
- (c) the aggregate of other fees and charges (such as printing costs, professional fees, goods and services tax (GST) and other out-of-pocket expenses) accrued for the financial year up to 31 December 2022 did not amount to or exceed 0.1% of the NAV of the Sub-Fund as at that date.

<b>Fees and charges of the Underlying Fund</b>
<b>Payable by the Sub-Fund</b>
The Preliminary Charge, Realisation Charge and Switching Fee of the Underlying Fund are set out in paragraph 6 of Appendix 2 of this prospectus, and will be waived for the Sub-Fund.
<b>Payable out of the Underlying Fund</b>
The fees and charges payable out of the Underlying Fund are set out in paragraph 6 of Appendix 2 of this prospectus. The Underlying Fund's Management Fee will be fully rebated to the Sub-Fund.

## 9. Investment Restrictions and Borrowing Limits

The investment guidelines issued by MAS under Appendix 1 of the Code and the CPF Investment Guidelines issued by the CPF Board apply to the Sub-Fund.

## 10. Performance of the Sub-Fund (as of 31 May 2023)

Sub-Fund (incepted on 1 October 2001)	1 Year	3 Years	5 Years	10 Years	Since Inception
Bid-to-bid (adjusted)	-6.39%	4.38%	1.65%	3.85%	5.86%
Bid-to-bid (unadjusted)	-3.59%	5.41%	2.25%	4.16%	6.09%
Benchmark	-4.02%	2.50%	1.07%	2.96%	5.83%

### Notes:

- (1) **"Bid-to-bid (adjusted)"** – Performance calculations are based on a bid-to-bid basis (taking into account the Preliminary Charge of five per cent (5%) up to 30 June 2007 and three per cent (3%) from 1 July 2007, and Realisation Charge of zero per cent (0%)).
- (2) **"Bid-to-bid (unadjusted)"** – Performance calculations are based on a bid-to-bid basis (without adjustments).

- (3) Performance figures of the Sub-Fund are calculated in S\$ and on the basis of net dividends reinvested (taking into account all charges which would have been payable upon such reinvestment).
- (4) Performance calculations of the benchmark are in S\$ and the source of the benchmark figures is Bloomberg.
- (5) For periods exceeding one (1) year, performance calculations are on an average annual compounded basis.

The benchmark against which the Sub-Fund's performance is measured is a composite index comprising 60% MSCI All Country Far East ex-Japan SMID Net Return Index and 40% JP Morgan Singapore Government Bond Index. The rationale for the 60/40 split between equities and bonds is to have a significant allocation of 40% to bonds in a neutral position, so as to balance the inherent volatility on equity prices of "young" companies. The equity sleeve of the benchmark composite index was changed from MSCI All Country Far East Free ex-Japan (DTR Net) in SGD to MSCI All Country Far East ex-Japan SMID Net Return Index in 1 September 2014 as the latter is better reflective of the investment approach of the Sub-Fund, which is in smaller and emerging companies.

**Past performance of the Sub-Fund is not necessarily a guide to its future performance.**

#### **11. Expense and Turnover Ratios for the Year Ended 31 December 2022**

The expense ratio of the Sub-Fund is 1.51%.

The turnover ratio of the Sub-Fund is 22.71%.

The turnover ratio of the Underlying Fund is 66.62%.

## APPENDIX 2 – PINEBRIDGE INTERNATIONAL FUNDS – SINGAPORE BOND FUND

This Appendix sets out the details of the PineBridge International Funds – Singapore Bond Fund, a Sub-Fund under the Fund (referred to in this Appendix as the "**Sub-Fund**"). The Sub-Fund is denominated in Singapore Dollars.

### 1. **Investment Objective, Focus and Approach**

The objective of the Sub-Fund is to invest as a direct investment portfolio, to provide stable income with capital preservation by investing primarily in high credit quality Singapore Dollars fixed income instruments issued by Singapore and non-Singapore entities.

The fixed income investment process uses both top-down and bottom-up approaches. A top-down approach is adopted in the structuring of portfolio duration. This is achieved through regular monitoring and assessment of economic fundamentals, technical indicators and market valuation. Prevailing views of short and medium-term directions of domestic interest rates are regularly assessed and changed, if necessary, which will in turn lead to an adjustment in portfolio duration.

In terms of security selection, the Sub-Fund will invest in eligible securities based on the CPF Investment Guidelines and the Code. Credit assessment of rated securities is based on the credit ratings by international rating agencies as well as our internal credit research process. Economic fundamentals, regulatory and political developments are monitored to provide early signals of possible shifts in ratings. For non-rated issues, credit analysis is based on a combination of qualitative assessment of the issuer's management, track record, the industry in which it operates, and quantitative analysis of its financial strength.

### 2. **Benchmark**

The Sub-Fund is actively managed with reference to the benchmark, **JP Morgan Singapore Government Bond Index**, for performance comparison purpose. The benchmark may be replaced with another benchmark at our discretion.

The benchmark is neither used as a constraint for portfolio construction purpose nor as a target to beat. The holdings of the Sub-Fund may or may not be components of the benchmark and we have the discretion to deviate entirely from the benchmark securities, weightings and risk characteristics. The performance of the Sub-Fund may be meaningfully different from that of the benchmark.

### 3. **Disclosure on Certain Investments**

The Sub-Fund may use FDIs, including foreign exchange forwards, from time to time for the purpose of hedging. Disclosures on the use of FDIs and on the hedging of foreign currency exposure are set out in paragraphs 8.4 and 8.2(d) respectively of the main body of this prospectus.

We currently do not intend to engage in securities lending or repurchase transactions.

### 4. **Product Suitability**

The Sub-Fund is only suitable for investors who:

- seek stable income with capital preservation; and
- are comfortable with the level of risk associated with investing in fixed income instruments of a single country.

## 5. CPF Sub-Fund

The Sub-Fund is included under the CPF Investment Scheme – Ordinary Account and Special Account. The Sub-Fund has been classified by the CPF Board under the "Low to Medium Risk – Narrowly Focused – Country – Singapore" category.

## 6. Fees and Charges

Payable by the Investor	
Preliminary Charge	Maximum 3% Cash/SRS Units: Currently, up to 3% CPF Units <sup>3</sup> : Currently, 0%
Realisation Charge	Currently, 0% (maximum 5%)
Switching Fee	Currently, up to 1% (maximum 2%)

We may at any time differentiate between investors as to the amount of the Preliminary Charge and Switching Fee charged. We and/or our authorised distributors may impose and retain the Preliminary Charge, Realisation Charge and Switching Fee.

We are entitled to deduct from the subscription moneys and/or redemption proceeds any additional expenses incurred for investors residing outside Singapore.

Payable out of the Sub-Fund	
Management Fee ("MF")	0.75% p.a. of the NAV (maximum 1.5%)  <i>Out of MF:</i> <i>Retained by us: 42% - 73% of MF (median 50%)</i> <i>Paid by us to distributors (trailer fee): 27% - 58% of MF (median 50%)</i>
Trustee Fee	Currently not more than 0.04% of the NAV (maximum 0.075%, subject to a minimum of S\$5,040 p.a.)
Custodian Fee	Comprises: (a) currently, a fee not more than 0.04% p.a. of the NAV (maximum 0.04% p.a.) for the provision of custodial services; and (b) a fee not more than S\$75 per transaction in relation to the dealing of Authorised Investments.
Annual valuation and accounting fee	Maximum 0.075% p.a. of the NAV, subject to a minimum of S\$3,000 p.a.
Annual Registrar Fee	Maximum 0.075% p.a. of the NAV, subject to a maximum of S\$20,000 p.a.

Please refer to the Deed for the full meaning of the term NAV and the method of computation of the above fees and charges.

Please note that the Deed also allows for other expenses and charges to be paid out of the Sub-Fund, each of which we currently do not expect to amount to or exceed 0.1% per annum of the NAV of the Sub-Fund.

Based on the audited accounts of the Sub-Fund as of 31 December 2022:

- (a) each of the trustee, custodian, valuation, registrar and audit fees accrued for the financial year up to 31 December 2022 did not amount to or exceed 0.1% of the NAV of the Sub-Fund as at that date;

<sup>3</sup> Subject to changes as may be determined by the CPF Board.

- (b) the transaction expenses accrued for the financial year up to 31 December 2022 did not amount to or exceed 0.1% of the NAV of the Sub-Fund as at that date; and
- (c) the aggregate of other fees and charges (such as printing costs, professional fees, goods and services tax (GST) and other out-of-pocket expenses) accrued for the financial year up to 31 December 2022 did not amount to or exceed 0.1% of the NAV of the Sub-Fund as at that date.

## 7. Investment Restrictions and Borrowing Limits

The investment guidelines issued by MAS under Appendix 1 of the Code and the CPF Investment Guidelines issued by the CPF Board apply to the Sub-Fund.

## 8. Performance of the Sub-Fund (as of 31 May 2023)

Sub-Fund (incepted on 26 March 2002)	1 Year	3 Years	5 Years	10 Years	Since Inception
Bid-to-bid (adjusted)	-2.31%	-1.99%	1.15%	1.84%	3.04%
Bid-to-bid (unadjusted)	0.62%	-1.02%	1.75%	2.14%	3.23%
Benchmark	3.08%	-2.35%	1.84%	1.71%	2.78%

### Notes:

- (1) "**Bid-to-bid (adjusted)**" – Performance calculations are based on a bid-to-bid basis (taking into account the Preliminary Charge of four per cent (4%) up to 30 June 2007 and three per cent (3%) from 1 July 2007, and Realisation Charge of zero (0%)).
- (2) "**Bid-to-bid (unadjusted)**" – Performance calculations are based on a bid-to-bid basis (without adjustments).
- (3) Performance figures of the Sub-Fund are calculated in S\$ and on the basis of net dividends reinvested (taking into account all charges which would have been payable upon such reinvestment).
- (4) Performance calculation of the benchmark are in S\$ and the benchmark figures are from Bloomberg.
- (5) For periods exceeding one (1) year, performance calculations are on an average annual compounded basis.

The benchmark against which the Sub-Fund's performance is measured is the JP Morgan Singapore Government Bond Index.

**Past performance of the Sub-Fund is not necessarily a guide to its future performance.**

## 9. Expense and Turnover Ratios for the Year Ended 31 December 2022

The expense ratio of the Sub-Fund is 0.90%.

The turnover ratio of the Sub-Fund is 66.62%.

## GLOSSARY OF TERMS

The meaning of certain terms used in this prospectus are set out below. Please note that these terms may be more fully defined in the Deed.

Agent Bank	any bank appointed by the CPF Board to be a bank for the purposes of the CPFIS
Application Form	the application form accompanying this prospectus
Approved Stockbroker	defined in Clause 1(A) of the Deed
Approved Valuer	defined in Clause 1(A) of the Deed
Authorised Investments	defined in Clause 1(A) of the Deed
Business Day	any day (other than a Saturday, Sunday or a gazetted public holiday) on which commercial banks are open for business in Singapore or any other day as we and the Trustee may agree in writing
Cancellation Period	see paragraph 9.8(a)
Code	the Code on Collective Investment Schemes issued by MAS pursuant to the SFA
Collective Investment Scheme or CIS	as defined in the SFA
CPF	the Central Provident Fund
CPF Act	the Central Provident Fund Act 1953
CPF Board	the Board of the CPF established pursuant to the CPF Act
CPF Investment Account	the account opened by a member of CPF with an Agent Bank into which moneys from his ordinary account may be deposited and withdrawn for investments under the CPFIS
CPF Investment Guidelines	the investment guidelines for CPF funds included under the CPFIS issued by the CPF Board
CPFIS	the CPF Investment Scheme
CPFIS Regulations	the Central Provident Fund (Investment Schemes) Regulations 1998 and the terms and conditions for CPF approved fund management companies under the CPFIS from time to time issued by the CPF Board or other relevant competent authority thereunder
CPF moneys	the moneys from the CPF Ordinary Account and/or CPF Special Account of the Holder, as the case may be
CPF Ordinary Account	the account referred to by the CPF Board as the ordinary account
CPF Medisave Account	the account referred to by the CPF Board as the medisave account
CPF Retirement Account	the account referred to by the CPF Board as the retirement account
CPF Special Account	the account referred to by the CPF Board as the special account
CPF Sub-Fund	a Sub-Fund which has been included by the CPF Board under the CPFIS
DDA Form	see paragraph 10.2
Dealing Day	in connection with the valuation, issuance, cancellation and realisation of Units of a Sub-Fund, means every Business Day or such other Business Day or Business Days at such intervals as we may from time to time determine. If on any day which would otherwise be a Dealing Day in relation to Units of a Sub-Fund the Recognised Stock Exchange on which Investments or other property comprised in, and having in aggregate values amounting to at least fifty per cent (50%) of the Net Asset Value (as at the immediately preceding Valuation Point) of that Sub-Fund are quoted, listed or dealt in is not open for normal trading, we

	may determine that that day shall not be a Dealing Day in relation to Units of that Sub-Fund
Dealing Deadline the Deed	4.00 pm Singapore time (or such other time as we may decide) see paragraph 1.2
Deposited Property Fund	defined in Clause 1(A) of the Deed the umbrella unit trust constituted by the Deed and known as " <b>PineBridge International Funds</b> "
Gross Investment Sum	the aggregate amount comprising the Investment Sum (as defined in the Deed) paid or to be paid by, or received or to be received from, an applicant and the Preliminary Charge or the Conversion Fee (as defined in the Deed), as the case may be, any applicable Fiscal and sale charges or Fiscal and purchase charges (each as defined in the Deed) and any rounding payable in respect thereof
Group Fund	any unit trust scheme, mutual fund or other collective investment scheme managed or advised by us or our Associates (as defined in the Deed)
Holder	the holder of Units as appearing in the Register
IMAS	Investment Management Association of Singapore
Investments	defined in Clause 1(A) of the Deed
Investment Sum	has the meaning ascribed to it in paragraph 9.8(c)(ii)
Issue Price	S\$1.00 or such other amount as may be determined by us during the Initial Subscription Period (as defined in the Deed) or the Net Asset Value per Unit referred to in Clause 11(B) of the Deed
Management Fee	a periodic charge not exceeding two per cent (2%) per annum of the Net Asset Value of the Deposited Property of a Sub-Fund at the relevant time or such other periodic charge as may from time to time be fixed or otherwise determined pursuant to Clause 24(A) of the Deed
Market Price	has the meaning ascribed to it in paragraph 9.8(c)(i)
MAS	the Monetary Authority of Singapore
Minimum Holding	the minimum number of Units which an investor must hold in a Sub-Fund in relation to partial realisation of Units or in relation to switching of Units between Sub-Funds as set out in paragraph 11.2
Minimum Initial Investment	minimum initial investment amount as set out in paragraph 9.3
Minimum Subsequent Investment	minimum subsequent investment amount as set out in paragraph 9.3
Net Asset Value or NAV	the net asset value of a Sub-Fund or a Unit of a Sub-Fund as determined in accordance with the provisions of Clause 10 of the Deed
New Sub-Fund	see paragraph 12.1
new subscriber	see paragraph 9.8(a)
Original Deed	see paragraph 1.2(a)
Original Sub-Fund	see paragraph 12.1
p.a.	per annum
Preliminary Charge	a charge upon the issue of Units as set out in the Appendices
Quoted Investment	any Investment which is quoted or listed or in respect of which permission to deal is effective on any Recognised Stock Exchange
Realisation Charge	a charge upon the realisation of Units as set out in the Appendices
Realisation Price	the Net Asset Value per Unit referred to in Clause 14(B) of the Deed

Recognised Stock Exchange	defined in Clause 1(A) of the Deed
Register	the register of Holders in relation to each Sub-Fund referred to in Clause 7(A) of the Deed and " <b>Registers</b> " shall be construed accordingly
RIST	RBC Investor Services Trust Singapore Limited
RSP	Regular Savings Plan (see paragraph 10)
SFA	the Securities and Futures Act 2001
SMRA	the CPF special, medisave and retirement accounts
SRS	the Supplementary Retirement Scheme administered by the Ministry of Finance
SRS Account	the account from which money may be withdrawn for the purpose of investments under the SRS
SRS Operator	any bank designated as an SRS Operator for the purpose of the SRS
Stock Connect	see paragraph 8.3(a)
Sub-Fund	the portion of the assets of the Fund which is established and maintained as a separate and distinct pool of assets pursuant to Clause 8(B) of the Deed. The Sub-Funds currently offered under this prospectus are set out in paragraph 1.1
Switching Fee	the fee payable to us upon the switching of a Unit as set out in the Appendices
Unit	an undivided share in a Sub-Fund
Unquoted Investment	defined in Clause 1(A) of the Deed
US Persons	any of the following: <ul style="list-style-type: none"> <li>(a) a citizen of the United States;</li> <li>(b) a natural person resident in the United States;</li> <li>(c) a resident alien of the United States, as defined in Section 7701(b) of the United States Internal Revenue Code of 1986 as amended ("<b>Internal Revenue Code</b>");</li> <li>(d) a partnership, corporation, or other entity created, organised, incorporated, or existing in or under the laws of the United States, or which has its principal place of business in the United States;</li> <li>(e) an estate or trust: <ul style="list-style-type: none"> <li>(i) the income of which is subject to United States income tax regardless of source, or whose income from sources outside the United States (that is not effectively connected with the conduct of a trade or business in the United States) is includible in gross income for United States federal income tax purposes; or</li> <li>(ii) of which an executor, administrator, or trustee is a US Person (excluding (a) an estate governed by foreign law with an executor or administrator which is not a US Person and which has sole or shared investment discretion with respect to the estate assets, or (b) a trust with a trustee which is not a US Person and which has sole or shared investment discretion with respect to the</li> </ul> </li> </ul>

trust assets and with no beneficiary (or settlor, in the case of a revocable trust) which is a US Person);

- (f) an entity organised principally for passive investment, such as a commodity pool, investment company or other similar entity (including a pension plan for the employees, officers, or principals of an entity created, organised, or existing in or under the laws of the United States or which has its principal place of business or is engaged in a trade or business in the United States, but excluding a pension plan for the employees, officers, or principals of an entity created, organised or existing in or under the laws of a foreign jurisdiction and which has its principal place of business outside the United States and was established and is administered in accordance with the law of a country other than the United States and customary practices and documentation of such country),
  - (i) in which US Persons hold units / shares of participation representing in the aggregate 10% or more of the beneficial interests in the entity, or
  - (ii) which has as a principal purpose the facilitating of investment by a US Person in a commodity pool with respect to which the operator is exempt from certain requirements of Part 4 of the regulations of the United States Commodity Futures Trading Commission by virtue of its participants being non-US Persons;
- (g) an agency or branch of a foreign entity located in the United States;
- (h) a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary created, organised, incorporated, existing, or (if a natural person) resident in the United States, unless held by a dealer or other professional fiduciary for the benefit or account of a person which is not a US Person;
- (i) a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary created, organised, incorporated, existing, or (if a natural person) resident in the United States, unless held by a dealer or other professional fiduciary for the benefit or account of a person which is not a US Person;
- (j) a partnership, corporation, or other entity created, organised, incorporated, or existing under the laws of a foreign jurisdiction and formed by a US Person principally for purposes of investing in securities not registered under the United States Securities Act of 1933 as amended;
- (k) the government of the United States (including its agency or instrumentality thereof); and
- (l) a State or the District of Columbia in the United States (including its agency or instrumentality thereof).

For purposes of sub-paragraphs (a) - (l) above, an investor which is not otherwise a US Person shall be deemed to be a US Person if, as a result of the ownership of Units by such investor, another person which is a

**"US Person"** (within the meaning of Internal Revenue Code section 7701(a)(30)) could, in respect of the Fund, under any circumstances, meet the ownership requirements of (i) Internal Revenue Code Section 1298(a) (relating to indirect ownership through passive foreign investment companies, 50%-owned corporations, partnerships, estates, trusts, or options, or as otherwise provided in the Internal Revenue Code), or (ii) the information reporting provisions of Internal Revenue Code Section 551(c) (requiring at least 5% direct, indirect, or constructive ownership), Internal Revenue Code section 6035 (requiring at least 10% direct, indirect, or constructive ownership), Internal Revenue Code section 6038 (requiring more than 50% direct, indirect, or constructive ownership), or Internal Revenue Code section 6046 (requiring at least 10% direct, indirect, or constructive ownership).

Valuation Point	7.00 a.m. Singapore time on the day following the relevant Dealing Day on which the Net Asset Value of a Sub-Fund is to be determined pursuant to Clause 10 of the Deed or such other time as we may determine
Value	in relation to an Authorised Investment the value of such Authorised Investment, determined in accordance with Clause 10(D) of the Deed
Year	a calendar year

# PINEBRIDGE INTERNATIONAL FUNDS

PROSPECTUS REQUIRED PURSUANT TO THE SECURITIES AND FUTURES ACT 2001

Signed:

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**Sze Sze Cecily Pang**  
for and on behalf of  
**Kirk Chester Sweeney**  
Director

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**Sze Sze Cecily Pang**  
for and on behalf of  
**Omar Slim**  
Director

**About  
PineBridge  
Investments**

PineBridge Investments is a private, global asset manager focused on active, high-conviction investing. We draw on the collective power of our experts in each discipline, market, and region of the world through an open culture of collaboration designed to identify the best ideas. Our mission is to exceed clients' expectations on every level, every day.

[pinebridge.com](http://pinebridge.com)



**MULTI-ASSET | FIXED INCOME | EQUITIES | ALTERNATIVES**