



# Prospectus

## Legg Mason Western Asset Asian Bond Trust

Prospectus dated 1 September 2020

Valid till 31 August 2021

**LEGG MASON WESTERN ASSET ASIAN BOND TRUST  
(THE “TRUST”)**

**FIRST SUPPLEMENTARY PROSPECTUS DATED 15 MARCH 2021 LODGED PURSUANT TO  
SECTION 298 OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE**

This First Supplementary Prospectus has been lodged with the Monetary Authority of Singapore (“MAS”) who takes no responsibility for its contents.

This First Supplementary Prospectus is lodged with MAS on 15 March 2021 and is supplemental to the prospectus relating to the Trust registered by the MAS on 1 September 2020 (the “**Prospectus**”) and issued pursuant to Division 2 of Part XIII of the Securities and Futures Act, Chapter 289 of Singapore.

Terms defined and references construed in this First Supplementary Prospectus shall have the same meaning and construction ascribed to them in the Prospectus. This First Supplementary Prospectus shall be read and construed in conjunction and as one document with the Prospectus.

This First Supplementary Prospectus sets out the amendments made to the Prospectus to reflect the change of business address and telephone numbers of the Managers and the resignations of Edward Stephen Squires Venner, Andy Sowerby and Amy Olmert as directors of the Managers.

In this connection, the Prospectus is amended as follows with effect from the date of this First Supplementary Prospectus:

1. The information under the “Managers” sub-section in the “Directory” section of the Prospectus is deleted in its entirety and replaced with the following:

“Legg Mason Asset Management Singapore Pte. Limited  
(Company Registration Number: 200007942R)  
Registered address: 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623  
Business address: 7 Temasek Boulevard, #38-03 Suntec Tower One, Singapore 038987”

2. The information under the “Directors of the Managers” sub-section in the “Directory” section of the Prospectus is deleted in its entirety and replaced with the following:

**“Directors of the Managers**  
Clement Lee Jia Yi  
Jeremy Tan Yeow Wee”

3. Paragraph 1.3.5 of the Prospectus is deleted in its entirety and replaced with the following:

**“1.3.5** You may inspect a copy of the latest Deed at the business office of the Managers at 7 Temasek Boulevard, #38-03 Suntec Tower One, Singapore 038987 during normal business hours. You can request for a copy of the latest Deed at a charge of S\$50 per copy of each document.”

4. The profiles and biographies of Edward Stephen Squires Venner, Andy Sowerby and Amy Olmert in the “Directors and Key Executives of the Managers” sub-section under paragraph 2.2 of the Prospectus are deleted in their entirety.
5. Paragraph 19 of the Prospectus is deleted in its entirety and replaced with the following:

**“19. Queries and Complaints**

For any queries or complaints regarding the Trust, you may contact the Managers at:

Address	:	7 Temasek Boulevard #38-03 Suntec Tower One Singapore 038987
Telephone	:	(65) 6241 2662 (65) 6337 3933
Email	:	<a href="mailto:cdsspr@franklintempleton.com">cdsspr@franklintempleton.com</a>
Website	:	<a href="https://www.leggmason.com/en-sg.html">https://www.leggmason.com/en-sg.html</a> ”

**Legg Mason Western Asset Asian Bond Trust**

**First Supplementary Prospectus lodged pursuant to the Securities and Futures Act**

**Signed:**

---

**Jeremy Tan Yeow Wee**

for and on behalf of

**Clement Lee Jia Yi**

Director

**Signed:**

---

**Jeremy Tan Yeow Wee**

Director

---

**LEGG MASON WESTERN ASSET ASIAN BOND TRUST**

**PROSPECTUS**

*Managed by*

**Legg Mason Asset Management Singapore Pte. Limited**

# **LEGG MASON WESTERN ASSET ASIAN BOND TRUST**

## **Directory**

### **Managers**

Legg Mason Asset Management Singapore Pte. Limited

(Company Registration Number: 200007942R)

Registered address: 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623

Business address: 1 George Street, #23-02, Singapore 049145

### **Directors of the Managers**

Edward Stephen Squires Venner

Clement Lee Jia Yi

Andy Sowerby

Amy Olmert

Jeremy Tan Yeow Wee

### **Trustee**

HSBC Institutional Trust Services (Singapore) Limited

(Company Registration Number: 194900022R)

10 Marina Boulevard, Marina Bay Financial Centre Tower 2, #48-01, Singapore 018983

### **Custodian**

The Hongkong and Shanghai Banking Corporation Limited

1 Queen's Road Central

Hong Kong

### **Auditors**

PricewaterhouseCoopers LLP

7 Straits View, Marina One, East Tower, Level 12, Singapore 018936

### **Solicitors to the Managers**

Allen & Gledhill LLP

One Marina Boulevard, #28-00, Singapore 018989

### **Solicitors to the Trustee**

Shook Lin & Bok LLP

1 Robinson Road, #18-00 AIA Tower, Singapore 048542

## LEGG MASON WESTERN ASSET ASIAN BOND TRUST

### Important Information

The managers of the Legg Mason Western Asset Asian Bond Trust (the **"Trust"**), Legg Mason Asset Management Singapore Pte. Limited (the **"Managers"**), accept full responsibility for the accuracy of information contained in this Prospectus and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in this Prospectus misleading. Unless otherwise stated, all terms not defined in this Prospectus have the same meanings as used in the deed of trust (as amended) relating to the Trust (the **"Deed"**).

You should consult the relevant provisions of the Deed and obtain independent professional advice if there is any doubt or ambiguity relating thereto.

You should seek independent professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which you may encounter under the laws of your country of citizenship, residence or domicile, which may be relevant to the subscription, holding or disposal of units in the Trust (**"Units"**). You should be aware of and observe all such laws and regulations in any relevant jurisdiction that may apply to you.

No application has been made for the Units to be listed on any stock exchange.

For the purposes of this Prospectus, unless the context otherwise requires, references to a **"Holder"** are references to the person registered in the Trust's register of Holders. In general, the Holder will usually be:

- (i) in the case of subscriptions using cash – the relevant approved agent or distributor or its nominee, who holds the Units on behalf of the investor; and
- (ii) in the case of subscriptions using SRS monies the relevant investor.

For the purposes of this Prospectus, unless the context otherwise requires, references to an **"investor"** are references to a person applying for or investing in Units, whether through an approved agent or distributor or its nominee, or in his or her own name.

This Prospectus does not constitute an offer or solicitation for the purchase of Units to anyone in any jurisdiction in which an offer or solicitation is not authorised or to any person to whom it is unlawful to make an offer or solicitation, and may be used only in connection with this offering of Units by the Managers, or through the approved agents or distributors for the Trust.

The Units have not been and will not be registered under the United States Securities Act of 1933 (the **"Securities Act"**) or the securities laws of any of the states of the United States (**"US"**), nor is such registration contemplated. The Units may not be offered, sold or delivered directly or indirectly in the US or to or for the account or benefit of any **"US Person"** (as defined in the Securities Act) or any person who is not a **"non-United States Person"** within the meaning of Rule 4.7 issued under the US Commodity Exchange Act.

The Units are being offered outside the US pursuant to the exemption from registration under Regulation S under the Securities Act. The Units offered hereby are subject to restrictions on transferability and resale and may not be directly or indirectly transferred or resold to US Persons or within the US.

A US Person for the above purpose currently includes: (i) any natural person resident in the US; (ii) any partnership or corporation organised or incorporated under the laws of the US; (iii) any estate of which any executor or administrator is a US Person; (iv) any trust of which any trustee is a US Person; (v) any agency or branch of a foreign entity located in the US; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person; (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the US; and (viii) any partnership or corporation if: (a) organised or incorporated under the laws of any non-US jurisdiction and (b) formed by a US Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts. The following are not US Persons: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the US; (ii) any estate of which any professional fiduciary acting as executor or administrator is a US Person if: (a) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate and (b) the estate is governed by foreign law; (iii) any trust of which any professional fiduciary acting as trustee is a US Person, if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the US and customary practices and documentation of such country (v) any agency or branch of a US Person located outside the US if: (a) the agency or branch operates for valid business reasons and (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans.

You may realise all or part of your holding of Units in accordance with and subject to the provisions of the Deed and as summarised in paragraph 11 of this Prospectus. The Managers' unit trusts and investment products, except for guaranteed funds, are not obligations of, deposits in, or guaranteed by the Managers or any of their affiliates. An investment in unit trusts and/or other investment products is subject to investment risks, including the possible loss of the principal amount invested. You should note that the value of Units and the income from them may fall as well as rise. Past performance figures are not necessarily indicative of future performance of any unit trust.

Some of the information in this Prospectus is a summary of corresponding provisions in the Deed. You should read the Deed for further details and for further information that is not contained in this Prospectus.

You should also consider the risks of investing in the Trust which are summarised in paragraph 8 of this Prospectus.

The Units are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).



You should direct all your enquiries in relation to the Trust to the Managers or any agent or distributor appointed by the Managers.

# LEGG MASON WESTERN ASSET ASIAN BOND TRUST

## Table of Contents

Contents	Page
Directory .....	iii
Important Information .....	iv
1. Basic Information.....	1
2. The Managers and the Sub-Manager .....	3
3. The Trustee, the Administrator, the Custodian and the Registrar .....	6
4. The Auditors .....	7
5. Structure of the Trust and Classes of Units.....	7
6. Investment Objective, Focus and Approach .....	8
7. Fees and Charges .....	10
8. Risks.....	11
9. Subscription of Units.....	14
10. Regular Savings Plan .....	17
11. Realisation of Units.....	17
12. Obtaining Prices of Units .....	20
13. Suspension of Dealing .....	20
14. Performance of the Trust .....	22
15. Soft Dollar Commissions/Arrangements.....	24
16. Conflicts of Interest .....	24
17. Reports.....	25
18. Other Material Information .....	25
19. Queries and Complaints.....	39

## LEGG MASON WESTERN ASSET ASIAN BOND TRUST

*The collective investment scheme offered in this Prospectus is an authorised scheme under the Securities and Futures Act, Chapter 289 of Singapore (“SFA”). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the “Authority”). The Authority assumes no responsibility for the contents of this Prospectus. The registration of this Prospectus by the Authority does not imply that the SFA or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of the Legg Mason Western Asset Asian Bond Trust (the “Trust”). The meanings of terms not defined in this Prospectus can be found in the deed of trust (as amended) constituting the Trust.*

### 1. Basic Information

#### 1.1 Legg Mason Western Asset Asian Bond Trust

The Trust is a Singapore-constituted open-ended unit trust.

#### 1.2 Date of Registration and Expiry Date of Prospectus

This date of registration of this Prospectus with the Authority is 1 September 2020. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 31 August 2021) and shall expire on 1 September 2021.

#### 1.3 Trust Deed and Supplemental Deeds

**1.3.1** The deed of trust relating to the interests being offered for subscription or purchase (the “**Principal Deed**”) is dated 26 November 1996 and the parties to the Principal Deed are Rothschild Asset Management (Singapore) Limited, as the retired managers (the “**First Retired Managers**”), and HSBC Institutional Trust Services (Singapore) Limited, as the trustee (the “**Trustee**”).

**1.3.2** As at the date of this Prospectus, the Principal Deed has been amended by the following deeds:

Deeds	Parties to the Deeds
<ul style="list-style-type: none"><li>• a First Supplemental Deed dated 25 November 1998</li><li>• an Amending and Restating Deed dated 25 November 2002</li><li>• a Second Amending and Restating Deed dated 1 July 2003</li><li>• a Third Amending and Restating Deed dated 18 August 2003</li></ul>	Entered into between the First Retired Managers and the Trustee

<b>Deeds</b>	<b>Parties to the Deeds</b>
<ul style="list-style-type: none"> <li>a Supplemental Deed dated 5 January 2004</li> </ul>	Entered into amongst the First Retired Managers, the Trustee and Western Asset Management Company Pte. Ltd. (then known as Legg Mason Asset Management (Asia) Pte Ltd) (" <b>LMAMA</b> ")
<ul style="list-style-type: none"> <li>a Fourth Amending and Restating Deed dated 7 February 2005</li> <li>a Fifth Amending and Restating Deed dated 6 February 2006</li> </ul>	Entered into between LMAMA and the Trustee
<ul style="list-style-type: none"> <li>a Supplemental Deed dated 28 September 2006</li> </ul>	Entered into between LMAMA, the Trustee and Legg Mason Asset Management Singapore Pte. Limited (formerly known as Legg Mason International Equities (Singapore) Pte. Limited) (the " <b>Managers</b> ")
<ul style="list-style-type: none"> <li>a Sixth Amending and Restating Deed dated 2 July 2007</li> <li>a Seventh Amending and Restating Deed dated 1 July 2008</li> <li>an Eighth Amending and Restating Deed dated 30 June 2009</li> </ul>	Entered into between the Managers and the Trustee
<ul style="list-style-type: none"> <li>a Supplemental Deed of Appointment and Retirement of Managers dated 23 March 2011</li> </ul>	Entered into amongst the Managers, Western Asset Management Company Pte. Ltd. (the " <b>Retired Managers</b> ") and the Trustee
<ul style="list-style-type: none"> <li>a Ninth Amending and Restating Deed dated 30 September 2011</li> <li>a Tenth Amending and Restating Deed dated 26 September 2014</li> </ul>	Entered into between the Retired Managers and the Trustee
<ul style="list-style-type: none"> <li>an Eleventh Amending and Restating Deed of Appointment and Retirement of Managers dated 3 April 2017</li> </ul>	Entered into amongst the Retired Managers, the Managers and the Trustee

Deeds	Parties to the Deeds
<ul style="list-style-type: none"> <li>a Twelfth Amending and Restating Deed dated 1 September 2020</li> </ul>	Entered into between the Managers and the Trustee

**1.3.3** The Principal Deed as amended by the above deeds shall hereinafter be referred to as the “**Deed**”. The Deed may be further amended from time to time.

**1.3.4** The terms and conditions of the Deed shall be binding on each Holder and persons claiming through such Holder as if such Holder had been a party to the Deed and as if the Deed contained covenants on such Holder to observe and be bound by the provisions of the Deed and an authorisation by each Holder to do all such acts and things as the Deed may require the Managers and/or the Trustee to do.

**1.3.5** You may inspect a copy of the latest Deed at the business office of the Managers at 1 George Street, #23-02, Singapore 049145 during normal business hours. You can request for a copy of the latest Deed at a charge of S\$50 per copy of each document.

**1.3.6** Where available, you may obtain a copy of the latest annual and semi-annual accounts, the auditor’s report on the annual accounts and the annual and semi-annual reports relating to the Trust from the Managers upon request.

## **2. The Managers and the Sub-Manager**

### **2.1 The Managers**

The Managers of the Trust are Legg Mason Asset Management Singapore Pte. Limited, whose registered office is at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623. The Managers are regulated by the Authority.

The Managers are an indirect wholly-owned subsidiary of Franklin Resources, Inc., a global investment management organization with subsidiaries operating as Franklin Templeton.

The Managers have been managing collective investment schemes in Singapore since 2006. As at 30 June 2020, the Managers have approximately S\$3.15 billion of assets under their management.

Please refer to Clause 30 and Clause 31(A) of the Deed for further details on the Managers’ role and responsibilities as the managers of the Trust.

In accordance with the provisions of the Deed, in the event the Managers 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 their assets or a judicial manager is appointed in respect of the Managers, the Trustee may by notice in writing (i) remove the Managers as the managers of the Trust and/or (ii) terminate the Trust. Please refer to Clause 35 and 37 of the Deed and paragraph 18.6 below for further details.

## 2.2 Directors and Key Executives of the Managers

**The list of directors and key executives of the Managers and their particulars may be changed from time to time without notice.**

### **Directors**

#### **Edward Stephen Squires Venner**

Mr. Venner is Distribution Chief Operating Officer for Franklin Templeton, with responsibility for global product, marketing and other business functions such as data & analytics, technology and strategy. Prior to Franklin Templeton's acquisition of Legg Mason, Inc. ("**Legg Mason**") on 31 July 2020, Mr. Venner was the Chief Operating Officer for Global Distribution at Legg Mason having previously served as International Chief Financial Officer and in other finance roles at the firm. Prior to joining Legg Mason, Mr. Venner trained as a Chartered Accountant with Ernst & Young in their London Asset Management Practice.

Mr. Venner holds a Bachelor of Arts (with honours) in Economics from the University of Durham. Mr. Venner was also conferred a membership (ACA) of the Institute of Chartered Accounts of England & Wales ("**ICAEW**") in 1998 and was subsequently a fellowship (FCA) of ICAEW in 2011.

#### **Clement Lee Jia Yi**

Clement Lee is Head of Sales for Legg Mason Singapore and Southeast Asia, and also a Company Director for Legg Mason's Singapore office. He is responsible for managing the wholesale intermediary business across Singapore and the rest of Southeast Asia. Prior to joining the Managers, Mr. Lee was Vice President, Fund Sales with J.P. Morgan Asset Management. He has over 17 years' experience in the asset management and banking industry, having held various appointments at Fidelity International, HSBC Bank and Citibank.

Mr. Lee graduated with a Bachelor of Science (Honors) majoring in Economics & Finance, from the University of Bristol, United Kingdom.

#### **Amy Olmert**

Amy Olmert currently serves as an Internal Consultant to the Franklin Templeton operations division. Ms. Olmert has a long and distinguished career in asset management. Prior to Franklin Templeton's acquisition of Legg Mason on 31 July 2020, Ms. Olmert was Head of Legg Mason's global funds' administration team. Ms. Olmert joined Legg Mason in 2004 and has held various senior appointments including as the Chief Compliance Officer for the Legg Mason Funds, Chief of Staff of the Americas, and Head of Product for the Americas. Prior to Legg Mason, Ms. Olmert was a Managing Director at Deutsche Asset Management, overseeing fund administration and compliance matters relating to Deutsche Asset Management and the Scudder Funds.

Ms. Olmert received her LLM in taxation from Georgetown University Law Center, her JD from the University of Maryland School of Law, and Bachelor of Arts in Economics from the University of Pennsylvania.

### **Andy Sowerby**

Andy Sowerby was both Head of the Asia Pacific (ex-Japan) region and Chief Executive Officer of the Australia and New Zealand operations for Legg Mason, ahead of the acquisition by Franklin Templeton. At the closing of the transaction with Franklin Templeton, Mr. Sowerby announced his decision to leave the combined organisation at the end of October 2020. Until this date, he is helping with the transition process and supporting the new management team for Asia Pacific region.

Mr. Sowerby has a long and distinguished career in the Fund Management industry including executive positions for Scottish Widows Fund Management, Investec Asset Management, Martin Currie Investment Management and Legg Mason.

### **Jeremy Tan Yeow Wee**

Jeremy Tan is Regional Product Strategy Director at Franklin Templeton and is responsible for retail product strategy and product development for the Asia Pacific region. He also serves as the Chief Executive Officer for the Managers. Prior to Franklin Templeton's acquisition of Legg Mason on 31 July 2020, Mr. Tan was Managing Director and Regional Head of Product for Asia (ex-Japan) at Legg Mason.

Before joining Legg Mason in December 2015, Mr. Tan served in several roles with Citi Private Bank, including as the Head of South Asia Investment Advisory Services and as the Global Head of Product Management for Traditional Investments, during which he led mutual funds and single managed accounts product management for Citi Private Bank's offices in London, New York, Delaware, Hong Kong and Singapore.

Mr. Tan graduated with a Bachelor in Business Administration from the University of Canberra.

### **Key Executives**

#### **Jeremy Tan Yeow Wee – Regional Product Strategy Director, Asia Pacific**

Please refer to Mr. Tan's write-up above under "Directors".

## **2.3 The Sub-Manager**

Western Asset Management Company Pte. Ltd. (the "**Sub-Manager**") has been appointed as the sub-manager of the Trust. The Sub-Manager is incorporated in Singapore and is regulated by the Authority.

The Sub-Manager is an indirect wholly-owned subsidiary of Franklin Resources, Inc..

The Sub-Manager's strategic goal is to provide above average returns over the long term by managing diversified, risk controlled, value-oriented portfolios across a range of investment products in major and emerging markets. Portfolios employ a long-term value orientation that utilises multiple investment strategies to achieve above market returns while approximating market risk. The Sub-Manager advises and manages an extensive range of investments on behalf of institutions and individuals. Through unit trusts and separate account management, the Sub-Manager provides investors with access to fixed interest and currency investment opportunities that seek to add value and control risk.

The Sub-Manager has been managing collective investment schemes in Singapore since 2003. As at 30 June 2020, the Sub-Manager managed approximately S\$7.438 billion of assets on behalf of institutional clients and collective investment schemes.

In the event of the insolvency of the Sub-Manager, the Managers shall be entitled to terminate the management agreement with the Sub-Manager immediately in accordance with applicable laws. In such a situation, it is likely that the Managers would replace the Sub-Manager with another company within the Legg Mason group.

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

The Managers have delegated their accounting and valuation function in respect of the Trust to the Administrator whose details are set out in paragraph 3 below.

### **3. The Trustee, the Administrator, the Custodian and the Registrar**

The Trustee of the Trust is HSBC Institutional Trust Services (Singapore) Limited whose registered address is at 10 Marina Boulevard, Marina Bay Financial Centre Tower 2, #48-01, Singapore 018983. The Trustee is regulated in Singapore by the Authority.

Please refer to Clause 29 and Clause 31(B) of the Deed for further details on the Trustee's role and responsibilities as the trustee of the Trust.

In accordance with the provisions of the Deed, in the event the Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the Trustee or the Trustee ceases to carry on business, the Trustee may be removed and replaced by a new trustee whom shall be appointed by the Managers. Please refer to Clause 34 of the Deed for further details.

The custodian for the Trust is The Hongkong and Shanghai Banking Corporation Limited (the "**Custodian**") whose registered office is at 1 Queen's Road Central, Hong Kong. The Custodian is regulated by the Hong Kong Monetary Authority and authorised as a registered institution by the Securities and Futures Commission of Hong Kong.

The Trustee has appointed the Custodian as the global custodian to provide custodial services to the Trust globally. The Custodian is entitled to appoint sub-custodians to perform any of the Custodian's duties in specific jurisdictions where the Trust invests.

The Custodian is a global custodian with direct market access in certain jurisdictions. In respect of markets for which it uses the services of selected sub-custodians, the Custodian shall act in good faith and use reasonable care in the selection and monitoring of its selected sub-custodians.

The criteria upon which a sub-custodian is appointed is pursuant to all relevant governing laws and regulations and subject to satisfying all requirements of the Custodian in its capacity as global custodian. Such criteria may be subject to change from time to time and may include factors such as the financial strength, reputation in the market, systems capability, operational and technical expertise. All sub-custodians appointed shall be licensed and regulated under applicable law to carry out the relevant financial activities in the relevant jurisdiction.



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

The registrar of the Trust is the Trustee and the register of Holders (the “**Register**”) is kept at 20 Pasir Panjang Road (East Lobby), #12-21 Mapletree Business City, Singapore 117439, and is accessible to the public during normal business hours. The Register is conclusive evidence of the number of Units held by each Holder and the entries in the Register shall prevail if there is any discrepancy between the entries in the Register and the details appearing on any statement of holding, unless the Holder proves to the satisfaction of the Managers and the Trustee that the Register is incorrect.

The administrator of the Trust is HSBC Institutional Trust Services (Singapore) Limited (the “**Administrator**”), whose registered office is at 10 Marina Boulevard, Marina Bay Financial Centre Tower 2, #48-01, Singapore 018983.

#### **4. The Auditors**

The auditors of the accounts relating to the Trust are PricewaterhouseCoopers LLP whose registered office is at 7 Straits View, Marina One, East Tower, Level 12, Singapore 018936 (the “**Auditors**”).

#### **5. Structure of the Trust and Classes of Units**

**5.1** The Trust is a stand-alone open-ended unit trust and has no fixed duration.

**5.2** Within the Trust, Classes of Units may be established by the Managers from time to time. Where a new Class of Units is established, the Managers may at their discretion re-designate any existing Class of Units as long as there is no prejudice to existing Holders of such Class.

**5.3** A Class designated with an “A” in its name (“**Class A**”) is intended for retail investors. A Class designated with an “I” in its name (“**Class I**”) is a restricted Class and will only be offered to certain investors at the discretion of the Managers. These Classes also differ in terms of the fees and charges payable in respect of the Class, their minimum initial subscription and minimum subsequent subscription amount and their minimum holding and minimum realisation amounts. Please refer to paragraphs 7, 9.2 and 11.2 below for further details.

**5.4** A Class will be designated as a distributing Class or an accumulating Class. It is intended that, in the normal course of business, accumulating Classes will not make any distributions and any net income or capital gains attributable to such accumulating Class will be accumulated in the net asset value attributable to that Class whereas distributing Classes may distribute income, net capital gains or capital as the Managers deem fit on an annual basis or otherwise at such frequencies as may be indicated by a letter designation in the name of the Class ((M) for monthly distributions, (Q) for quarterly distributions or (S) for semi-annual distributions). Distributions out of capital made by a Class will result in the erosion of capital for investors in that Class. Distributions made by a Class will lower the net asset value per Unit of that Class. Please refer to paragraph 18.3 for further details.

**5.5** A Class may also be designated in currencies other than in Singapore Dollars, the base currency of the Trust. The currency designation of a Class is indicated in the name of the

Class. Where a Class is designated in a currency other than in Singapore Dollars, the Managers will not employ any technique to hedge the Class's exposure to changes in exchange rates between Singapore Dollars and the currency of the Class.

**5.6** As at the date of this Prospectus, the Trust offers the following Classes of Units:

**5.6.1** Class A (SGD) Accumulating;

**5.6.2** Class A (SGD) Distributing (M)\*; and

**5.6.3** Class A (USD) Distributing (M)\*.

\*This Class has not been launched as at the date of this Prospectus. You may wish to check with the Managers or an agent or distributor appointed by the Managers for the Trust on the future availability of this Class.

**5.7** The Managers may in their discretion offer other Classes of Units for subscription. You may therefore wish to contact the Managers or an agent or distributor appointed by the Managers for the Trust to check if there is an updated list of available Classes of Units for the Trust.

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

### **6.1 Investment Objective**

The investment objective of the Trust is to maximise returns over the long term by investing mainly in the bond markets of Asia's developing economies. There is no target industry or sector.

### **6.2 Scope of Investment and Risk Controls**

**6.2.1** The Sub-Manager's investment policy will be to pursue an active but prudent approach which employs fundamental economic and market analysis to take maximum advantage of short and medium to long term investment opportunities in interest rate and currency trends of the bond markets.

**6.2.2** The Trust invests primarily in the following types of investments (either directly or through investment in other collective investment schemes):

Fixed and floating rate government and corporate bonds and Brady bonds plus convertible bonds, promissory notes, certificates of deposits, commercial papers, bills of exchange, bank bills and treasury bills issued by government, government linked companies and corporations in developing Asia territories such as Malaysia, Indonesia, Thailand, the Phillipines, China, India, Vietnam, Cambodia, Macau, Mongolia, Pakistan and Sri Lanka (or such other developing Asia territories as the Sub-Manager may from time to time deem appropriate).

The Trust may also invest in other Asia territories including but not limited to Singapore, South Korea, Taiwan, Hong Kong S.A.R., Australia and New Zealand.

Otherwise, the Trust will also place its monies on short term fixed deposits with banks in Asia, including those territories stated above.

**6.2.3** To help limit foreign exchange risks, non-S\$ currency exposure will be substantially hedged with a minimum of 70% of the Trust to be in S\$ after hedging.

**6.2.4** The Trust also seeks to observe the following:

- (i) At least 50% of investments made in non-S\$ denominated bonds must satisfy at least one of the following investment criteria:
  - (a) such bonds being rated BBB or higher (or equivalent by Moody's or Standard & Poor's);
  - (b) such bonds being issued by sovereign states, governments or sovereign-related issuers;
  - (c) such instruments being issued by bank issuers; or
  - (d) such bonds being 100% collateralised bonds.
- (ii) In order to ensure a greater degree of liquidity or marketability of the investments the Trust will not invest in more than 5% of the aggregate issued and outstanding securities of any single issue.
- (iii) Forward currency contracts, options and futures contracts and any other financial derivatives may be used for hedging or efficient portfolio management purposes only.
- (iv) The Trust may not invest in metals, commodities or infrastructure projects.

**6.2.5** The Managers and the Sub-Manager currently do not intend to engage in securities lending and/or carry out repurchase transactions. However, should the Managers and (as the case may be) the Sub-Manager decide to engage in securities lending or repurchase transactions for the Trust, they shall comply with all applicable laws and regulations relating to securities lending and repurchase transactions.

**6.3 Why Invest in Asian Bonds?**

- Another method of investing in the dynamics of Asian economies.
- Asian bonds are relatively under researched and therefore often not as well known to investors internationally.
- Currently many Asian corporate papers are unrated by the international rating agencies such as Moody's and Standard & Poor's. It is expected by the professional investment community that many such papers will be rated over time.
- Growing importance of Asian fixed income markets as a source of financing for Asia's growing infrastructure needs is leading to discovery and increasing recognition of Asian bond markets.
- Asia's favourable demographics are expected by the Managers to drive growth in the region's domestic pension fund industry which in turn should create increasing demand for domestic bonds.
- Asian bonds usually produce relatively higher income yields than S\$ deposits.

***Any prediction, projection or forecast made is not necessarily indicative of the future or likely performance of the Trust.***

## 6.4 Who Should Invest in the Trust?

When it comes to savings and investments every investor has differing needs, objectives and time horizons and should consider the Trust accordingly.

Over 3-5 years the potential expected returns from bonds are usually lower than those from equities, but superior to bank deposit rates. Investment in a bond fund may offer investors suitable portfolio diversification and steadier returns.

The Trust is potentially suitable for investors who require less volatile returns than those usually associated with equity investment.

The Trust may also appeal to those who want to invest in Asian markets, but may want an interesting alternative to the more usual equity investment route.

## 7. Fees and Charges

### Legg Mason Western Asset Asian Bond Trust

Charges and Fees Payable by You if You Invest in the Trust	
Preliminary Charge	<b>All Class A:</b> Currently 3%. Maximum 5%. <b>All Class I:</b> Currently nil.
Realisation Charge	<b>All Classes:</b> Currently nil. Maximum 2%.
Fees Payable by Trust to Managers and Trustee (expressed as a percentage of the Value of the Deposited Property)*	
Annual Management Fee**	<b>All Class A:</b> Currently 1% p.a. Maximum 1.5% p.a.
(a) Retained by Managers (b) Paid by Managers to approved agents or distributors (trailer fee)	(a) 35% to 100%*** of Annual Management Fee (b) 0% to 65%*** of Annual Management Fee <b>All Class I:</b> Currently nil. Maximum 1.5% p.a.
Annual Trustee Fee	Currently 0.075% p.a. on 1 <sup>st</sup> S\$10 million. 0.05% p.a. on balance of S\$10 million and above. Maximum 0.125% p.a. subject always to a minimum of S\$15,000 p.a.
Other Fees and Charges constituting 0.1% or more of the Trust's asset value****	Nil

\* You should note that the fees and charges applying to the Trust (including fees based on the Value of the Trust, where applicable) will be based on the Value without any Dilution Adjustment applied. Please refer to paragraph 18.9 below for further details.

\*\* Expressed as a percentage of the Value of the proportion of the Deposited Property attributable to the relevant Class if the Trust has more than one Class.

\*\*\* The range may change from time to time. Your approved agent or distributor is required to disclose to you the amount of trailer fee it receives from the Managers.

\*\*\*\* Based on the Trust's audited accounts for the financial year ended 31 March 2020.

The Sub-Manager's fees will be payable by the Managers and will not be payable by the Trust.

Any Preliminary Charge is currently paid to the Managers' agents and distributors. The approved agents or distributors appointed by the Managers (the "**approved agents or distributors**") may differentiate between investors as to the amount of the preliminary charge or realisation charge payable (subject to the maximum permitted), or allow discounts on the basis or scale that the approved agents or distributors think fit. You should also note that approved agents or 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 therefore check with such agents and distributors as to whether any additional fees and charges are imposed.

As required by the Code on Collective Investment Schemes issued by the Authority (as may be amended from time to time) (the "**Code**"), all marketing, promotional and advertising expenses in relation to the Trust will be borne by the Managers and not charged to the Deposited Property (as defined in the Deed) of the Trust.

## **8. Risks**

### **8.1 General risks**

- 8.1.1** An investment in the Trust is meant to produce returns over the long-term. You should not expect to obtain short-term gains from such investment.
- 8.1.2** You should be aware that the price of Units, and the income from them, may fall or rise. You may not get your original investment amount back.
- 8.1.3** Market Risks. Market risk is the possibility of an investor experiencing losses due to factors that affect the overall performance of financial markets, including: changes in interest rates; trade, fiscal, monetary and exchange controls programmes and policies of governments; national and international political and economic events; the global and domestic effects of a pandemic; and any other failure of markets to function. Economic, financial or political events, trading and tariff arrangements, public health events, terrorism, natural disasters and other circumstances in one country or region could have profound impact on global economies or markets. Whether or not the Trust invests in securities of issuers located in or with significant exposure to countries experiencing economic, political or financial difficulties, the value and liquidity of the Trust's investments may be negatively affected.
- 8.1.4** Cyber Security Risks. With the increased use of technologies such as the internet and other electronic media and technology to conduct business, the Managers, the Trust and the Trust's service providers and their respective operations are susceptible to operational, information security and related risks including cyber security attacks or incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber attacks include, but are not limited to, gaining

unauthorised access to digital systems, networks or devices (e.g., through “hacking” or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber attacks may also be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users). In addition to intentional cyber-events, unintentional cyber-events can occur, such as, for example, the inadvertent release of confidential information.

By affecting (a) the Managers, (b) the Trust and/or the Trust’s service providers and (c) the issuers of securities in which the Trust invests, cyber security failures or breaches have the ability to cause disruptions and impact business operations, potentially resulting in:

- (i) financial losses, shutting down, disabling, slowing or otherwise disrupting operations, business process or website access functionality;
- (ii) interference with the Trust’s ability to calculate its net asset value;
- (iii) impediments to trading;
- (iv) the inability of the Trust’s Holders to transact business;
- (v) violations of applicable privacy and other laws;
- (vi) regulatory fines, penalties, reputational damage;
- (vii) reimbursement or other compensation costs or additional compliance costs; and
- (viii) the loss of propriety information and data corruption.

Among other potentially harmful effects, cyber-events also may result in theft, unauthorised monitoring and failures in the physical infrastructure or operating systems that support the Managers and the Trust’s service providers. Similar adverse consequences could result from cyber security attacks, failures or breaches affecting issuers of securities in which the Trust invests, counterparties with which the Trust engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions (including financial intermediaries and service providers for the Trust’s Holders) and other parties. In addition, substantial costs may be incurred in order to try to prevent any cyber incidents in the future.

- 8.1.5** The approach taken by the Managers to help manage the liquidity of the Trust is to activate liquidity management tools, such as the imposition of redemption gates, the suspension of redemptions and the application of Dilution Adjustment (as defined in paragraph 18.9 below), as described in paragraphs 11.1, 13 and 18.9. The activation of such liquidity management tools may have an adverse impact on your redemptions from the Trust. For instance, the suspension of redemptions as described in paragraph 13 will mean that you will not be able to redeem from the Trust during the suspension period, the imposition of the 10% limit on the number of Units that can be redeemed on any Dealing Day (redemption gate) as described

in paragraph 11.1 may mean you may not be able to redeem from the Trust on that Dealing Day, and the application of Dilution Adjustment as described in paragraph 18.9 will affect the amount of the realisation proceeds you will receive for your Units.

## **8.2 Specific risks**

You should consider and satisfy yourself as to the risks of investing in fixed or floating rate debt instruments such as fixed rate bonds, floating rate bonds, convertible bonds, promissory notes, certificates of deposit, commercial paper, bills of exchange, bank bills and treasury bills. The following are some of the risk factors that you should consider:

- 8.2.1** The price of Units, and income from them, can go down as well as up, and past performance is not indicative of future performance. The investments in the Trust are subject to the usual market risks in Asian markets that the Trust invests in and there can be no assurance that the Trust's investment objective will be realised.
- 8.2.2** The income earned by the Trust may be affected by fluctuations in foreign exchange rates. The Managers or (as the case may be) the Sub-Manager will actively monitor and manage the Trust's exposure to adverse foreign exchange risks by hedging through the forwards or futures markets up to 100% of the Trust's exposure. In addition, a Class may be designated in currencies other than in Singapore Dollars. Where a Class is designated in a currency other than in Singapore Dollars, the Managers or (as the case may be) the Sub-Manager will not employ any technique to hedge the Class's exposure to changes in exchange rates between Singapore Dollars and the currency of the Class. Investors whose reference currency is Singapore Dollars may therefore be exposed to this exchange rate risk.
- 8.2.3** Issuers of the instruments held in the Trust may default upon their obligation.
- 8.2.4** Any investments by the Trust in bonds, debentures, loan stocks, convertibles and other debt securities may rise or decline in value if interest rates change. In general, the price of debt securities rises when interest rates fall, and falls when interest rates rise.
- 8.2.5** The investments in the Trust may be adversely affected by international as well as Asia Pacific regional economic factors such as fluctuations in interest and inflation rates.
- 8.2.6** The investments in the Trust may be adversely affected by political instability as well as exchange controls, changes in taxation, foreign investment policies and other restrictions and controls which may be imposed by the relevant authorities.
- 8.2.7** The Trust may, subject to applicable investment guidelines in the Code and the Deed, invest in derivative instruments from time to time for purposes of hedging and/or efficient portfolio management. Financial derivative instruments are financial contracts whose value depends on, or is derived from the value of an underlying asset, reference rate or index, which may include bonds, shares, interest rates, currency exchange rates, bond indices and stock indices. Where such instruments are financial derivatives on commodities, such transactions shall be settled in cash at all times or as may otherwise be required under the Code. While the judicious use of financial derivatives by professional investment managers can be beneficial,

financial derivatives involve risks different from, and, in some cases, greater than, the risks presented by more traditional securities investments. Some of the risks associated with financial derivatives are market risks, management risks, credit risks, liquidity risks and leverage risks. The value of financial derivative instruments is subject to market risks and may fall in value as rapidly as it may rise and it may not always be possible to dispose of such instruments during such fall in value. In such a situation, the cost incurred in obtaining the financial derivatives may not be recoverable. Investments in financial derivatives may require the deposit of initial margin and additional margins on short notice, if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Trust's investment positions may be liquidated at a loss.

Please refer to paragraph 18.10 for further information on the use of financial derivatives.

**8.2.8** The Trust's investments, particularly in less-developed / emerging markets, may also be subject to liquidity, regulatory and repatriation risks. Investments in emerging markets may also involve political, regulatory and repatriation risks and risks associated with liquidity, relatively small market capitalisation, relatively higher price volatility, lower disclosure standards, susceptibility to financial shocks, and economic and social uncertainty.

**8.2.9** The marketability of quoted securities in some Asian markets may be limited due to foreign investment restrictions, wide dealing spreads, the restricted opening hours of stock exchanges and a narrow range of investors. Trading volume and market capitalisation may be lower than the more developed markets. This may result in a lower degree of liquidity.

**The above should not be considered to be an exhaustive list of the risks which you should consider before investing in the Trust.**

## **9. Subscription of Units**

### **9.1 Subscription procedure**

You may apply for Units through the approved agents or distributors or through their ATMs, if applicable.

You may pay for Units either with cash or Supplementary Retirement Scheme ("SRS") monies. You may pay with SRS monies by instructing the relevant SRS operator to withdraw from your SRS account monies in respect of the Units applied for.

No transfer is permitted in respect of Units purchased with SRS monies.

In general, where your application to purchase Units is made and accepted, Units are issued:

- (i) if you subscribe using cash – to the approved agent or distributor or its nominee, whose name is entered into the Register as the legal unitholder. The approved agent or distributor or its nominee will hold those Units on your behalf; and
- (ii) if you subscribe using monies from your SRS Account – in your name.



## 9.2 Minimum initial subscription amount and minimum subsequent subscription amount

The minimum initial subscription amount and the minimum subsequent subscription amount are as follows:

	Minimum Initial Subscription Amount	Minimum Subsequent Subscription Amount
<b>All Class A</b>	1,000 in the currency designation of the relevant Class*	100 in the currency designation of the relevant Class*
<b>All Class I</b>	1,000,000 in the currency designation of the relevant Class*	100,000 in the currency designation of the relevant Class*

\*unless otherwise determined by the Managers.

Some approved agents or distributors may have different minimum requirements. You should confirm with the relevant approved agent or distributor the applicable minimum requirements imposed by such approved agent or distributor in respect of the Trust.

## 9.3 Dealing cut-off time and pricing basis

**9.3.1** As Units are issued on a forward pricing basis, the issue price of Units shall not be ascertainable at the time of application. In buying Units, you pay a fixed amount of money e.g., S\$1,000, which will buy you the number of Units (including fractions of Units) obtained from dividing S\$1,000 (less any preliminary charge) by the issue price when it has been ascertained later. The Managers' dealing cut-off time is 5 p.m. Singapore time on a Dealing Day<sup>1</sup>. Units in respect of applications received and accepted by the Managers before the dealing cut-off time will be issued at that Dealing Day's issue price calculated in accordance with the provisions of the Deed (as summarised in paragraph 9.3.2 below). Applications received after the dealing cut-off time or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day. The Managers' approved agents or distributors may have their own dealing cut-off times that are earlier than the Managers' dealing cut-off time for the receipt of applications and subscription monies. You should confirm the applicable dealing cut-off time with the relevant approved agent or distributor.

**9.3.2** The issue price of a Unit of a Class on any Dealing Day is ascertained as follows:

- (i) by calculating the Value (calculated in accordance with the valuation principles set out in Clause 1(A) of the Deed and as set out in paragraph 18.8 in this Prospectus) of the proportion of the Deposited Property

---

<sup>1</sup> A "Dealing Day" in connection with the issuance and realisation of Units, means every Business Day or such Business Day or Business Days at such intervals as the Managers may from time to time determine provided that reasonable notice of any such determination shall be given by the Managers to all Holders at such time and in such manner as the Trustee may approve. A "Business Day" means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore.

representing one Unit of the relevant Class as at the Valuation Point<sup>2</sup> either in respect of the first Dealing Day preceding the date of issue of such Unit or in respect of the Dealing Day on which such issue occurs, as the Managers may determine after consultation with the Trustee;

- (ii) by adding the appropriate Fiscal and purchase charges<sup>3</sup>; and
- (iii) by determining the resultant total up to four decimal places and rounding such figure to the nearest three decimal places (or such other number of decimal places as the Managers may from time to time decide).

**9.3.3** The preliminary charge will be retained by the Managers' approved agents or distributors and the amount of the aforesaid adjustment shall be credited to the Trust.

**9.3.4** The Managers may apply Dilution Adjustment to the Trust which, if applied, will impact the issue price of Units. Please refer to paragraph 18.9 below for further details.

## 9.4 Numerical example of how Units are allotted

The number of Units allotted based on an investment amount of S\$1,000 and a notional issue price of S\$1.000 and assuming a 3% preliminary charge is calculated as follows:

$$\text{e.g. S\$1,000.00} - \text{S\$30} = \text{S\$970.00} / \text{S\$1.000} = 970.00 \text{ Units}$$

Gross investment amount	3% Preliminary Charge	Net investment amount	Notional issue price	Number of Units allotted
-------------------------	-----------------------	-----------------------	----------------------	--------------------------

You should note that the actual issue price per Unit will vary daily in line with the net asset value of the relevant Class. The above example is purely hypothetical and is not a forecast or indication of any expectation of performance of the Trust.

## 9.5 Confirmation of purchase

A confirmation note detailing the investment amount and the number of Units allocated to you will be sent within fourteen (14) Business Days from the date of issue of Units.

<sup>2</sup> The "Valuation Point" means the close of business of the last relevant market in relation to a Dealing Day on which the Value of the Deposited Property is to be determined or such other time on a Dealing Day or such other day as the Managers with the approval of the Trustee may from time to time determine and the Managers shall notify the Holders of such change if required by the Trustee.

<sup>3</sup> "Fiscal and purchase charges" means all stamp and other duties, taxes (including GST), governmental charges, brokerage, commissions, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the Deposited Property or the increase of the Deposited Property or the creation, issue, sale, exchange or purchase of Units or the sale or purchase of Authorised Investments or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but does not include commissions payable to agents on sales and repurchases of Units.

## **9.6 Cancellation of Units**

If you are a first-time investor, you shall, subject to Clause 15A of the Deed and to the cancellation terms and conditions contained in the notice to cancel form, have the right to cancel your subscription of Units, without incurring the preliminary charge set out in paragraph 7 above, within seven (7) calendar days from the date of subscription of Units (or such longer period as may be agreed between the Managers and the Trustee or such other period as may be prescribed by the Authority) by providing notice in writing to the relevant approved agent or distributor through whom you purchased your Units. The cancellation proceeds payable in relation to the cancellation of a subscription of Units will be determined as the lower of the market value of the Units (the subscription of which is being cancelled) or the original subscription amount which you paid at the time of your subscription or purchase. The Managers shall be entitled to deduct an administrative fee of up to S\$10 from the cancellation proceeds to be paid to you for expenses reasonably related to the original purchase and cancellation request. Full details relating to the cancellation of Units may be found in the cancellation terms and conditions contained in the notice to cancel form.

## **10. Regular Savings Plan**

A regular savings plan is not made available to investors in Singapore by the Managers. However, the approved agents or distributors of the Trust may, at their own discretion, offer regular savings arrangements for the benefit of investors in Singapore. Information on such regular savings arrangements, such as the minimum periodic contributions, timing of the investment deduction and Unit allocation, may be obtained from such approved agents or distributors. The terms of such regular savings arrangements will provide that Holders may cease participation in such arrangements without suffering any penalty by providing not less than 30 days' notice in writing to the relevant approved agent or distributor.

## **11. Realisation of Units**

### **11.1 Realisation procedure**

You may realise your Units on any Dealing Day by submitting the relevant realisation request form to the relevant approved agent or distributor through whom you purchased your Units.

Units in respect of realisation forms received and accepted by the Managers by the dealing cut-off time on a Dealing Day shall be realised at that Dealing Day's realisation price calculated in accordance with the provisions of the Deed (as summarised in paragraph 11.3.3 below). Realisation requests received after the dealing cut-off time or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

You should note that the Managers may, with the approval of the Trustee, limit the total number of Units which Holders may realise on any Dealing Day to 10% of the total number of Units then in issue. If so, requests for realisation of Units on that Dealing Day will be reduced rateably and be treated as if made in respect of each subsequent Dealing Day until all Units to which the original request related have been realised.

## 11.2 Minimum holding and minimum realisation amount

The minimum holding and the minimum realisation amount are as follows:

	Minimum Holding	Minimum Realisation Amount
All Class A	1,000 Units or such number of Units which would have been purchased for 1,000 in the currency designation of the relevant Class at the time of initial subscription*	100 Units
All Class I	1,000,000 Units or such number of Units which would have been purchased for 1,000,000 in the currency designation of the relevant Class at the time of initial subscription*	100,000 Units

\*or such other number or amount as may from time to time be determined by the Managers.

Some approved agents or distributors may have different minimum requirements. You should confirm with the relevant approved agent or distributor the applicable minimum requirements imposed by such approved agent or distributor in respect of the Trust.

## 11.3 Dealing cut-off time and pricing basis

**11.3.1** The Managers' dealing cut-off time in relation to each Dealing Day is 5 p.m. Singapore time on such Dealing Day. The Managers' approved agents or distributors may have their own dealing cut-off times that are earlier than the Managers' dealing cut-off time for the receipt of realisation requests. You should confirm the applicable dealing cut-off time with the relevant approved agent or distributor.

**11.3.2** As Units are realised on a forward pricing basis, the realisation price of Units is not ascertainable at the time of realisation.

**11.3.3** The realisation price of a Unit of the relevant Class on any Dealing Day is ascertained as follows:

- (i) by calculating the Value (calculated in accordance with the valuation principles set out in Clause 1(A) of the Deed and as set out in paragraph 18.8 in this Prospectus) of the proportion of the Deposited Property representing one Unit of the relevant Class as at the Valuation Point either in respect of the first Dealing Day preceding the date of the receipt of the realisation request or in respect of the Dealing Day on which the realisation request is received, as the Managers may determine after consultation with the Trustee;

- (ii) by deducting therefrom the appropriate Fiscal and sale charges<sup>4</sup>; and
- (iii) by determining the resultant total up to four decimal places and rounding such figure to the nearest three decimal places (or such other number of decimal places as the Managers may from time to time decide).

Realisation proceeds shall be net of the prevailing realisation charge. The realisation charge, if any, shall be retained by the Managers and the amount of the aforesaid adjustment shall be credited to the Trust. Currently, no realisation charge is imposed on the realisation of Units.

**11.3.4** The Managers may apply Dilution Adjustment to the Trust which, if applied, will impact the realisation price of Units. Please refer to paragraph 18.9 below for further details.

#### **11.4 Numerical example of realisation**

The amount payable on a realisation, based on the realisation of 1,000 Units and a notional realisation price of S\$1.100 and assuming a 0% realisation charge, is calculated as follows:

e.g. 1,000 Units	X	S\$1.100	=	S\$1,100.00
Realisation request		Notional realisation price		Gross realisation proceeds
S\$1,100.00	-	S\$0.00	=	S\$1,100.00
Gross realisation proceeds		Realisation charge		Net realisation proceeds

You should note that the actual realisation price per Unit will vary daily in line with the net asset value of the relevant Class. The above example is purely hypothetical and is not a forecast or indication of any expectation of performance of the Trust.

#### **11.5 Payment of realisation proceeds**

If you had purchased your Units with cash, realisation proceeds shall normally be paid within four (4) Business Days (or within such other period as may be permitted by the Authority) of receipt and acceptance of the realisation form by the Managers unless the realisation of Units has been suspended in accordance with paragraph 13.

If you had purchased your Units with SRS monies, realisation proceeds shall be paid to your SRS operator usually within four (4) Business Days (or within such other period as may be

---

<sup>4</sup> “**Fiscal and sale charges**” means all stamp and other duties, taxes (including GST), governmental charges, brokerage, commissions, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the Deposited Property or the increase of the Deposited Property or the creation, issue, sale, exchange or purchase of Units or the sale or purchase of Authorised Investments or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but does not include commissions payable to agents on sales and repurchases of Units.

permitted by the Authority) of receipt and acceptance of the realisation form by the Managers unless realisation of Units has been suspended in accordance with paragraph 13.

## **12. Obtaining Prices of Units**

The indicative net asset value of the Units is published on each day on the Managers' website at <https://www.leggmason.com/en-sg.html>. The actual net asset value of the Units is normally published two (2) Business Days after the relevant Dealing Day. The issue and realisation prices of the Units will be calculated as described in paragraphs 9.3.2 and 11.3.3.

**You should note that the Managers do not accept any responsibility for any errors on the part of the publisher in the prices published or for any non-publication or late publication of prices by such publisher and shall incur no liability in respect of any action taken or loss suffered by any person in reliance upon such publication.**

## **13. Suspension of Dealing**

**13.1** Subject to the provisions of the Code, the Managers may, after consultation with the Trustee, suspend the issue and/or realisation of Units during:

**13.1.1** any period when the Recognised Exchange<sup>5</sup> or OTC Market<sup>6</sup> on which any Authorised Investments<sup>7</sup> forming part of Deposited Property for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;

**13.1.2** the existence of any state of affairs which, in the opinion of the Managers might seriously prejudice the interests of the Holders as a whole or of the Deposited Property;

**13.1.3** any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments or the current price on that Recognised Exchange or OTC Market or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained

---

<sup>5</sup> **"Recognised Exchange"** means any stock exchange, futures exchange or options exchange of repute in any country in the Asian Territory and in relation to any particular Authorised Investment shall be deemed to include any responsible firm, corporation or association in any country in the Asian Territory dealing in the Authorised Investment which the Managers may from time to time elect; **"Asian Territory"** means the territory covering Singapore, Malaysia, Indonesia, Thailand, the Philippines, China, Taiwan, Korea, India, Vietnam, Hong Kong S.A.R., Japan and any other countries in Asia, including Australia and New Zealand.

<sup>6</sup> **"OTC Market"** means any over-the-counter market or over-the-telephone market in any country in the Asian Territory and in relation to any particular Authorised Investment shall be deemed to include any reputable institution in any country in the Asian Territory dealing in the Authorised Investment which the Managers may from time to time elect.

<sup>7</sup> **"Authorised Investments"** means subject to the provisions of the Code, any of the following Investments: (i) any Investment issued by governmental or government-related bodies and corporations in the Asian Territory; (ii) for hedging or efficient portfolio management purposes only, forward currency contracts, options and futures contracts and any other financial derivatives which may be selected by the Managers for the purpose of the investment of the Deposited Property or which may for the time being form part thereof; and (iii) any other Investment not covered by (i) or (ii) of this definition but subject to the approval of the Trustee (such approval not to be unreasonably withheld).

(including any period when the fair value of a material portion of the Authorised Investments cannot be determined);

- 13.1.4** any period when remittance of money which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in the opinion of the Managers, be carried out at normal rates of exchange;
  - 13.1.5** any 48-hour period (or such longer period as the Managers and the Trustee may agree) prior to the date of any meeting of Holders (or any adjourned meeting thereof);
  - 13.1.6** any period where dealing in Units is suspended pursuant to any order or direction of the Authority;
  - 13.1.7** any period when the business operations of the Managers or the Trustee in relation to the operations of the Trust are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God; or
  - 13.1.8** such circumstances as may be required under the provisions of the Code.
- 13.2** Subject to the provisions of the Code, the Trustee may also instruct the Managers to temporarily suspend the issue and realisation of Units during any period of consultation or adjustment of the issue and realisation price arising from the provisions of Clause 13(B)(v) and Clause 16(F)(ii) of the Deed respectively.
- 13.3** Such suspension shall take effect forthwith upon the declaration in writing thereof to the Trustee by the Managers or to the Managers by the Trustee (as the case may be) and, subject to the provisions of the Code, shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under Clauses 13(G) and 16(F)(ii) of the Deed (as reproduced in paragraph 13.1 above) shall exist upon the declaration in writing thereof by the Managers or by the Trustee (as the case may be).

## 14. Performance of the Trust

### 14.1 Past performance of the Trust and benchmark as of 30 June 2020

	One year	Three years (average annual compounded return)	Five years (average annual compounded return)	Ten years (average annual compounded return)	Since inception (average annual compounded return)
Class A (SGD) Accumulating <sup>1</sup>	-1.27%	0.50%	1.60%	2.89%	2.30%
US\$3-month LIBOR hedged to S\$ <sup>2</sup>	1.27%	1.48%	1.38%	1.34%	N/A

Notes:

1. Source (performance calculation of the Trust): Legg Mason. Performance calculation is based on NAV to NAV (single pricing basis taking into account Preliminary Charge and Realisation Charge) with net dividends reinvested, in Singapore Dollars. Return presented for a period exceeding one year is on an average annual compounded basis.

Inception date of the Trust and the Class A (SGD) Accumulating is 23 December 1996.

2. Source (performance calculation of the benchmark): Legg Mason.

From January 1999 to September 2002, the benchmark of the Trust was the JP Morgan Asian Credit Index – Sovereign (Hedged in S\$). The benchmark was changed from October 2002 to the JP Morgan Asian Credit Index – Sovereign and Quasi Sovereign (hedged in S\$). The reason for the change was because the Sovereign and Quasi Sovereign benchmark had included a wider range of Asian countries and issuers and was a better reflection of the profile of the investments of the Trust.

From November 2006, the benchmark was changed to the customised JP Morgan Asian Credit Index – Sovereign and Quasi Sovereign (hedged in S\$) which is a blended benchmark between the Sovereign and Quasi Sovereign derived by combining the two weighted returns. The reason for the change was because the the JP Morgan Asian Credit Index – Sovereign and Quasi Sovereign (hedged in S\$) was discontinued.

From 1 April 2011, the benchmark of the Trust was changed to the US\$ 3-month LIBOR hedged to SGD. The reason for the change is because the former benchmark became less reflective of the investment focus of the Trust due to the growth of the local and hard currency Asian corporate bond markets. The US\$ 3-



month LIBOR hedged to SGD was selected to allow additional flexibility in carrying out the investment focus of the Trust.

From 1 August 2020, the benchmark of the Trust was changed to the J.P. Morgan Asia Credit Index (Investment Grade) (hedged into Singapore Dollars). The reason for the change is that the former benchmark will be phased out at the end of 2021. The J.P. Morgan Asia Credit Index (Investment Grade) (hedged into Singapore Dollars) was selected as it best reflects the Trust's investment strategy predominantly in USD Asia credits.

Benchmark performance shown is a chain-link of the performance of the US\$ 3-month LIBOR hedged to SGD, prior to 1 April 2011, the performance of the customised JP Morgan Asian Credit Index – Sovereign and Quasi Sovereign (hedged in S\$), prior to November 2006, the performance of JP Morgan Asian Credit Index – Sovereign and Quasi Sovereign (hedged in S\$) and, prior to October 2002, the performance of the JP Morgan Asian Credit Index – Sovereign (Hedged in S\$). The since inception figure is not available as no data prior to 1999 is available to the Managers.

3. Classes which have not been incepted or which have been incepted for less than one year as at the date of this Prospectus are not included in the above table as a track record of at least one year is not available in respect of such Classes.

**The past performance of the Trust is not necessarily indicative of its future performance.**

## **14.2 Expense ratio**

The expense ratio of the Class A (SGD) Accumulating for the financial period for the one year period ended 31 March 2020 is 1.28%. No other Classes were incepted as at 31 March 2020.

The expense ratio is calculated in accordance with the guidelines issued by the Investment Management Association of Singapore on the disclosure of expense ratios and based on figures in the Trust's latest audited accounts. The following expenses (where applicable) are excluded from the calculation of the expense ratio:

- (a) brokerage and other transaction costs associated with the purchase and sales of investments (such as registrar charges and remittance fees);
- (b) interest expense;
- (c) foreign exchange gains and losses of the Trust, 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;
- (e) tax deducted at source or arising on income received, including withholding tax; and
- (f) dividends and other distributions paid to Holders.

### **14.3 Turnover ratio**

The turnover ratio is calculated based on the lesser of purchases or sales expressed as a percentage over the average net asset value of the assets of the Trust, i.e. average daily net asset value over the same period used for calculating the expense ratio. The turnover ratio for the one year period ended 31 March 2020 is 17.83%.

## **15. Soft Dollar Commissions/Arrangements**

The Managers and Sub-Manager currently do not but shall be entitled to receive and enter into soft-dollar commissions/arrangements in respect of the Trust. The Managers and Sub-Manager will comply with applicable regulatory and industry standards on soft-dollars. The soft-dollar commissions which the Managers and Sub-Manager 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, and custodial service in relation to the investments managed for clients.

Soft-dollar commissions received shall not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries or direct money payment.

The Managers and the Sub-Manager will not accept or enter into soft dollar commissions/arrangements unless such soft-dollar commissions/arrangements would, in the opinion of the Managers or the Sub-Manager (as the case may be), assist it in its management of the Trust, provided that it shall ensure at all times that best execution is carried out for the transactions, and that no unnecessary trades are entered into in order to qualify for such soft-dollar commissions/arrangements.

## **16. Conflicts of Interest**

**16.1** The Managers and, as the case may be, the Sub-Manager (and the reference to "Managers" in this paragraph 16 shall include reference to the Sub-Manager as applicable) may from time to time have to deal with competing or conflicting interests of the Trust with other funds managed by the Managers. For example, the Managers may make a purchase or sale decision on behalf of some or all of the other funds managed by them without making the same decision on behalf of the Trust, as a decision whether or not to make the same investment or sale for the Trust depends on factors such as the cash availability and portfolio balance of the Trust. However, the Managers will use reasonable endeavours at all times to act fairly and in the interests of the Trust. In particular, after taking into account the availability of cash and relevant investment guidelines of the other funds managed by the Managers, the Managers will endeavour to ensure that securities bought and sold will be allocated in an equitable and practical manner among the Trust and the other funds managed by the Managers.

**16.2** The factors which the Managers will take into account when determining if there are any conflicts of interest as described in paragraph 16.1 above include the assets and, where applicable, the debt securities of the Trust. To the extent that another fund managed by the

Managers intends to purchase substantially similar assets, the Managers will ensure that the assets are allocated equitably and that the interests of all investors are treated equally between the Trust and the other funds.

- 16.3** The Managers may from time to time act as investment manager or investment adviser in relation to, or be otherwise involved in, other funds which have similar investment objectives to those of the Trust. It is, therefore, possible that they may, in the course of business, have potential conflicts of interests with the Trust. The Managers will, at all times, have regard in such event to their obligations to the Trust and will ensure that such conflicts are resolved fairly. In addition, the Managers and each of their affiliated entities will, at all times, have regard to their obligations to the Trust and shall ensure that in any transaction carried out with the Trust, such transaction will be carried out as if effected on normal commercial terms negotiated at arm's length.
- 16.4** The Managers or their related entities or the Trustee may own, hold, dispose or otherwise deal with Units as though they were not a party to the Deed. If there is any conflict of interest arising as a result of that dealing, the Managers and the Trustee, following consultation, will resolve the conflict in a just and equitable manner as they deem fit.
- 16.5** Associates of the Trustee may be engaged to provide financial, banking or brokerage services to the Trust or buy, hold and deal in any investments, enter into any contracts or other arrangements with the Trustee and make profits from those activities. Such services, where provided, and such activities with the Trustee, where entered into, will be on an arm's length basis.

## **17. Reports**

### **17.1 Financial year-end and distribution of reports and accounts**

The financial year-end for the Trust is 31 March. The annual report, annual accounts and the auditor's report on the annual accounts will be prepared and sent or made available to the Holders within 3 months of the financial year-end (or such other period as may be permitted by the Authority). The semi-annual report and semi-annual accounts will be prepared and sent or made available to the Holders within 2 months of the financial half-year end (or such other period as may be permitted by the Authority).

## **18. Other Material Information**

### **18.1 Information on Investments**

At the end of each quarter, Holders will receive a statement showing the value of their investment, including any transactions during the quarter. However, if there is any transaction within a particular month, Holders will receive an additional statement at the end of that month.

### **18.2 Liabilities and Indemnities**

The following is an extract from the Deed. For full information on such liabilities and indemnities, please refer to the Deed:

- 18.2.1** The Trustee and the Managers shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other

paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties, provided that it or they have acted in good faith, without negligence and with due care.

- 18.2.2** The Trustee and the Managers shall incur no liability to the Holders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the Deed neither the Trustee nor the Managers shall be under any liability therefor or thereby.
- 18.2.3** Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any transfer or form of application, endorsement or other document (whether sent by mail, facsimile, electronic means or otherwise) affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Managers respectively shall nevertheless be entitled but not bound to require that the signature of any Holder to any document required to be signed by him under or in connection with the Deed shall be verified to its or their reasonable satisfaction.
- 18.2.4** Any indemnity expressly given to the Trustee or the Managers in the Deed is in addition to and without prejudice to any indemnity allowed by law; provided nevertheless that any provision of the Deed shall be void insofar as it would have the effect of exempting the Trustee or the Managers from or indemnifying them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties where they fail to show the degrees of diligence and care required of them having regard to the provisions of the Deed.
- 18.2.5** The Trustee may act upon any advice of or information obtained from the Managers or any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers of the Trustee or the Managers and the Trustee shall not be liable for anything done or omitted or suffered in reliance upon such advice or information, provided it has acted in good faith, without negligence and with due care. The Trustee shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, custodian, joint custodian or sub-custodian, agent or other person as aforesaid or of the Managers, provided the Trustee has acted in good faith, without negligence and with due care. Any such advice or information may be obtained or sent by letter, electronic mail or facsimile and the Trustee shall not be liable for acting on any advice or information purported to be conveyed by

any such letter, electronic mail or facsimile although the same contains some error or is not authentic.

### 18.3 Distributions

Distributions of income, net capital gains and capital will be at the Managers' sole discretion. Distributions out of income, net capital gains and/or capital (if any) will lower the net asset value of the Trust.

It is intended that, in the normal course of business, accumulating Classes will not make any distributions whereas distributing Classes may distribute income, net capital gains or capital as the Managers deem fit.

Distributions in respect of a distributing Class will generally be declared at the following frequencies:

Distributing Class letter designation	Frequency of distribution declaration
(M)	Monthly
(Q)	Quarterly (generally in March, June, September, December)
(S)	Semi-Annually (generally in March, September)

Where there is no letter designation in the name of the distributing Class, distributions for such Class will be declared on an annual basis (generally in March).

**Distributions are at the discretion of the Managers and there is no guarantee that any distribution will be made and if distributions are made, such distributions are not in any way a forecast, indication or projection of the future or likely performance/distribution of the Trust. The making of any distribution shall not be taken to imply that further distributions will be made.**

### 18.4 Investment Restrictions and Borrowing Limits

The Managers will ensure compliance with any investment and borrowing restrictions set out in Appendix 1 of the Code, as the same may be amended, restated, supplemented or replaced from time to time.

### 18.5 Holder's Right to Vote

A meeting of Holders duly convened and held in accordance with the provisions of the Schedule to the Deed shall be competent by Extraordinary Resolution:

- 18.5.1** to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Managers as provided in Clause 40 of the Deed;
- 18.5.2** to sanction a supplemental deed increasing the maximum permitted percentage of the management participation and/or remuneration of the Trustee as provided in Clause 26(B) of the Deed;
- 18.5.3** to terminate the Trust as provided in Clause 37(E) of the Deed;

- 18.5.4** to remove the Auditors as provided in Clause 33(D) of the Deed;
- 18.5.5** to remove the Trustee as provided in Clause 34(C)(iii) of the Deed;
- 18.5.6** to remove the Managers as provided in Clause 35(A)(iv) of the Deed;
- 18.5.7** to direct the Trustee to take any action (including the termination of the Trust) pursuant to Section 295 of the SFA; and
- 18.5.8** to sanction and approve any matter tabled to them by the Managers and/or the Trustee at any extraordinary general meeting of the Trust,

but shall not have any further or other powers.

## **18.6 Termination of the Trust**

- 18.6.1** The Trust is of indeterminate duration and may be terminated as provided in Clause 37 of the Deed.
- 18.6.2** Either the Trustee or the Managers may in their absolute discretion terminate the Trust by not less than three months' notice in writing to the other given so as to expire at the end of the Accounting Period current at the end of the tenth year after the date of the Principal Deed or any year thereafter. Either the Trustee or the Managers shall be entitled by notice in writing to make the continuation of the Trust beyond any such date conditional on the revision to its or their satisfaction at least three months before the relevant date of its or their remuneration. In the event that the Trust shall fall to be terminated or discontinued the Managers shall give notice thereof to all Holders not less than three months in advance. Subject as aforesaid the Trust shall continue until terminated in the manner hereinafter provided in paragraphs 18.6.3 to 18.6.6.
- 18.6.3** Subject to Section 295 of the SFA, the Trust may be terminated by the Trustee by notice in writing in any of the following events, namely:
  - (i) if the Managers shall 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 their assets or if a judicial manager is appointed in respect of the Managers or if any encumbrancer shall take possession of any of their assets or if they shall cease business;
  - (ii) if any law shall be passed, any authorisation withdrawn or revoked or the Authority issues any direction which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Trust;
  - (iii) if within the period of three months from the date of the Trustee expressing in writing to the Managers the desire to retire the Managers shall have failed to appoint a new trustee within the terms of Clause 34 of the Deed; or
  - (iv) if within three months from the date of the Trustee removing the Managers, the Trustee shall have failed to appoint new managers within the terms of Clause 35 of the Deed.

The decision of the Trustee in any of the events specified in this paragraph 18.6.3 shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Trust pursuant to Clause 37(C) of the Deed (as reproduced in this paragraph 18.6.3) or otherwise. The Managers shall accept the decision of the Trustee and relieve the Trustee of any liability to them therefor and hold it harmless from any claims whatsoever on their part for damages or for any other relief.

- 18.6.4** The Trust may be terminated by the Managers in their absolute discretion by notice in writing as hereinafter provided (i) if the average aggregate value of the Deposited Property shall be less than S\$3,000,000 after the end of the fifth year after the date of the Principal Deed or any time thereafter or (ii) if any law shall be passed, any authorisation withdrawn or revoked or the Authority issues any direction which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Trust.
- 18.6.5** The party terminating the Trust shall give notice thereof to the Holders fixing the date at which such termination is to take effect which date shall not be less than six months after the service of such notice and the Managers shall give written notice thereof to the Authority not less than seven days before such termination.
- 18.6.6** The Trust may at any time after ten years from the date of the Principal Deed be terminated by Extraordinary Resolution of a meeting of the Holders duly convened and held in accordance with the provisions contained in the Schedule to the Deed and such termination shall take effect from the date on which the Extraordinary Resolution is passed or such later date (if any) as the Extraordinary Resolution may provide.

## **18.7 Termination of Class**

- 18.7.1** Each Class is of indeterminate duration and may be terminated as provided in Clause 37A of the Deed.
- 18.7.2** The Managers may in their absolute discretion terminate a Class by not less than one month's notice to the Trustee. In the event a Class is to be terminated in the manner provided in this paragraph, the Managers shall give notice thereof in writing to the Holders of that Class not less than one month in advance of such termination.
- 18.7.3** A Class may be terminated by the Trustee if any law is passed or any direction is given by the Authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue that Class or if any approval or authorisation of that Class is revoked or withdrawn. The decision of the Trustee in such event shall be final and binding upon the Managers and the Holders but the Trustee shall be under no liability on account of any failure to terminate a Class pursuant to Clause 37A(C) of the Deed or otherwise.
- 18.7.4** A Class may be terminated by the Managers:
  - (i) if the Units of that Class in issue fall below a number to be determined by the Managers;

- (ii) if the Managers are of the view that it is not in the best interest of Holders of Units in that Class to continue the Class; or
- (iii) if any law is passed or any direction given by the Authority which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue that Class or if any approval or authorisation of that Class is revoked or withdrawn.

The decision of the Managers in any of the events specified in Clause 37A(D) of the Deed shall be final and binding upon the Trustee and the Holders but the Manager shall be under no liability on account of any failure to terminate a Class pursuant to Clause 37A(D) of the Deed or otherwise.

**18.7.5** The party terminating the Class in accordance with this paragraph shall give notice in writing of such termination to the Holders of that Class and by such notice fix the date at which such termination is to take effect, which date shall not be less than one month after the giving of such notice (or such other earlier date as may be necessary to comply with any law or direction given by the Authority).

**18.7.6** A Class may at any time be terminated by Extraordinary Resolution of a meeting of the Holders of that Class duly convened and held in accordance with the provisions contained in the Deed and such termination shall take effect on the date on which the said Extraordinary Resolution is passed or on such later date (if any) as the said Extraordinary Resolution may provide.

## **18.8 Valuation**

**18.8.1** The Value, except where otherwise expressly stated in the Deed and subject always to the requirements of the Code, with reference to any Authorised Investment which are:-

- (i) deposits placed with banks in or outside of Singapore and bank bills, shall be determined by reference to the face value of such Authorised Investments and the accrued interest thereon for the relevant period;
- (ii) Quoted Investments<sup>8</sup>, shall be calculated, as the case may be, by reference to the price appearing to the Managers or other agent on behalf of the Managers to be the official closing price, the last known transacted price, the last transacted price on a Recognised Exchange or the last available price or quoted price quoted by reputable institutions on an OTC Market, at the time of calculation for the Quoted Investment in question or at any time as may be approved by the Trustee; and
- (iii) Unquoted Investments<sup>9</sup>, shall be calculated by reference to the (a) last available price (if any); or (b) prices quoted by such persons, firms or institutions determined by the Managers to be making a market in that

---

<sup>8</sup> **"Quoted Investment"** means any Authorised Investment which is quoted or listed or in respect of which permission to deal is effective on any Recognised Exchange or any OTC Market.

<sup>9</sup> **"Unquoted Investment"** means any Authorised Investment which is not quoted, listed or dealt in on any Recognised Exchange or any OTC Market.



investment at the close of trading in the relevant market on which the particular Authorised Investment is traded (and if there shall be more than one such market maker, then such market maker as the Managers may determine).

PROVIDED THAT, if the quotations referred to in (ii) and (iii) above are not available, or if the value of the Authorised Investment determined in the manner described in (i), (ii) or (iii) above, in the opinion of the Managers, is not representative, then the value shall be such value as the Managers may with due care and in good faith consider in the circumstances to be fair value and is approved by the Trustee and the Managers shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the “fair value” shall be determined by the Managers in consultation with a dealer or an approved valuer and with the approval of the Trustee in accordance with the Code.

In exercising in good faith the discretion given by the proviso above, the Managers shall not, subject to the provisions of the Code, assume any liability towards the Trust, and the Trustee shall not be under any liability, in accepting the opinion of the Managers, notwithstanding that the facts may subsequently be shown to have been different from those assumed by the Managers.

**18.8.2** In calculating the Value of the Deposited Property or any proportion thereof:-

- (i) every Unit agreed to be issued by the Managers shall be deemed to be in issue and the Deposited Property shall be deemed to include not only cash or other assets in the hands of the Trustee but also the value of any cash, accrued interest on bonds or other assets to be received in respect of Units agreed to be issued after deducting therefrom or providing thereout the Preliminary Charge and (in the case of Units issued against the vesting of Authorised Investments) any moneys payable out of the Deposited Property pursuant to Clause 12 of the Deed;
- (ii) where Authorised Investments have been agreed to be purchased or otherwise acquired or sold but such purchase, acquisition or sale has not been completed, such Authorised Investments shall be included or excluded and the gross purchase, acquisition or net sale consideration excluded or included as the case may require as if such purchase, acquisition or sale had been duly completed;
- (iii) where in consequence of any notice or request in writing given pursuant to Clause 15, 15A or 16 of the Deed a reduction of the Trust by the cancellation of Units is to be effected but such reduction has not been completed the Units in question shall not be deemed to be in issue and any amount payable in cash and the value of any Authorised Investments to be transferred out of the Deposited Property after deducting therefrom or providing thereout the Realisation Charge (if any) in pursuance of such reduction shall be deducted from the Value of the Deposited Property;
- (iv) there shall be deducted any amounts not provided for above which are payable out of the Deposited Property including:-

- (a) any amount of Management Fee (which shall be deducted in accordance with the provision below in this paragraph 18.8 if the Trust has more than one Class and the management fee differs between the Classes), the remuneration of the Trustee and any other expenses accrued but remaining unpaid;
  - (b) the amount of tax, if any, on net capital gains (including any provision made for unrealised capital gains) accrued up to the end of the last Accounting Period and remaining unpaid;
  - (c) the amount in respect of tax, if any, on net capital gains realised during a current Accounting Period prior to the valuation being made as in the estimate of the Managers will become payable; and
  - (d) the aggregate amount for the time being outstanding of any borrowings effected under Clause 19(C) of the Deed together with the amount of any interest and expenses thereon accrued pursuant to paragraph (v) of the said Clause 19(C) and remaining unpaid;
- (v) there shall be taken into account such sum as in the estimate of the Managers will fall to be paid or reclaimed in respect of taxation related to Income (as defined in the Deed) up to the time of calculation of the Value of the Deposited Property;
- (vi) there shall be added the amount of any tax, if any, on capital gains estimated to be recoverable and not received;
- (vii) any Value (whether of an Authorised Investment or cash) otherwise than in Singapore Dollars and any non-Singapore Dollar borrowing shall be converted into Singapore Dollars at the rate (whether official or otherwise) which the Managers shall after consulting with or in accordance with a method approved by the Trustee deem appropriate to the circumstances having regard inter alia to any premium or discount which may be relevant and to the costs of exchange except where such Value is in relation to a Class that is not denominated in Singapore Dollars, such Value (whether of an Authorised Investment or cash) otherwise than in the currency of the Class and any borrowings otherwise than in the currency of the Class may be converted into the currency of the Class at the rate (whether official or otherwise) which the Managers shall after consulting with or in accordance with a method approved by the Trustee deem appropriate to the circumstances having regard inter alia to any premium or discount which may be relevant and to the costs of exchange; and
- (viii) where the current price of an Authorised Investment is quoted "ex" dividend, interest or other payment but such dividend, interest or other payment has not been received the amount of such dividend, interest or other payment shall be taken into account,

the Managers may, subject to the prior approval of the Trustee, change the method of valuation provided in this paragraph, and the Trustee shall determine if the Holders shall be informed of such change. In the case where the Trust has more than one

Class, the Value of the proportion of the relevant Deposited Property attributable to each Class shall be calculated by apportioning the Value of the relevant Deposited Property (obtained in accordance with the provisions above provided that no deduction or addition shall be made in respect of expenses, charges or other amounts which are not common to all the Classes) between the Classes and then deducting from or adding to the value of the proportion of the Deposited Property for each Class any expense, charge or other amount attributable to such Class (including, but not limited to, the management fee if it differs between Classes within the Trust). For the avoidance of doubt, where any expense, charge or amount payable out of or payable into the Deposited Property pursuant to the Deed is attributable only to a particular Class within the Trust, such amount shall only be deducted from or added to the value of the Deposited Property which is attributable to that Class and shall not affect the calculation of the Value of the Deposited Property attributable to other Classes within the Trust.

If, in the Managers' opinion it is in the interest of Holders to do so, the Managers shall, in consultation with the Trustee, be entitled to make adjustments in the calculation of the Value per Unit on a Dealing Day upwards or downwards, as applicable, having regard to such circumstances as the Managers in their discretion deem appropriate. Such adjustments shall be made by an amount that is considered appropriate by the Managers in consultation with the Trustee which shall not exceed 3% of the Value per Unit on the relevant Dealing Day or such higher amount as the Managers may from time to time determine in consultation with the Trustee PROVIDED THAT, subject to applicable laws and regulations, the Managers may, in exceptional circumstances (including but not limited to situations whereby extreme market turmoil or volatility may result in an unusual magnitude of the increase in the Fiscal and purchase charges and the Fiscal and sale charges incurred in the purchase and/or sale of Authorised Investments and the spread between the buying and selling prices of such Authorised Investments caused by subscriptions, realisations, conversions and/or exchanges of Units) and in consultation with the Trustee, temporarily apply an adjustment beyond 3% of the Value per Unit on the relevant Dealing Day or such higher amount as the Managers may from time to time determine in consultation with the Trustee if, in the Managers' opinion, it is in the interest of existing Holders to do so and the Managers shall give notice to the relevant Holders of such adjustment beyond such amount if so required by the Authority and/or the Trustee and in such manner as the Managers and Trustee may agree. Notwithstanding any other provision of the Deed, the issue price and Realisation Price per Unit calculated based on the Value per Unit as so adjusted shall apply in respect of all subscriptions, realisations, conversions and exchanges of Units of the Trust or the relevant Class on the relevant Dealing Day.

## **18.9 Dilution Adjustments**

The Trust is single priced and may fall in value due to various factors such as the Fiscal and purchase charges and the Fiscal and sale charges incurred in the purchase and sale of Authorised Investments and the spread between the buying and selling prices of such Authorised Investments caused by subscriptions and/or realisations of Units. This effect is known as "dilution".

To minimise the impact of dilution, the Managers may apply a technique known as “dilution adjustment” or “swing pricing” by adjusting the Value of the Trust so that such Fiscal and purchase charges and the Fiscal and sale charges and dealing spreads in respect of the Authorised Investments are, as far as practicable, passed on to the relevant Holders (i.e. those who are subscribing and/or realising Units on a particular Dealing Day) (“**Dilution Adjustment**”).

The Managers shall be entitled, in consultation with the Trustee, to apply a Dilution Adjustment in circumstances that they deem are appropriate, having regard to the interest of Holders. Typically, a Dilution Adjustment is made if the net transaction on a Dealing Day exceeds a certain percentage of the previous Dealing Day's Value (the “**Threshold**”). The need to apply Dilution Adjustment will depend upon various factors, including but not limited to (i) the amount of subscriptions and/or realisations of Units on that Dealing Day, (ii) the impact of any Fiscal and purchase charges and/or Fiscal and sale charges incurred in the purchase and/or sale of Authorised Investments of the Trust, (iii) market conditions and (iv) the spread between the buying and selling prices of such Authorised Investments caused by subscriptions and/or realisations.

The returns of the Trust will be calculated based on the Value of the Trust after Dilution Adjustments have been applied and this could increase the variability of the Trust's returns. You should also note that the returns of the Trust may be influenced by the level of subscription or realisation activity (which may result in the application of swing pricing). In the usual course of business, to minimise the impact to the variability of the return of the Trust, the application of a Dilution Adjustment will be triggered mechanically and on a consistent basis and applied only when the net transaction exceeds the Threshold. You should note however that Dilution Adjustment only reduces the effect of dilution and does not eliminate it entirely. Applying a Dilution Adjustment only where the Threshold is hit reduces the impact to the variability of the Trust's returns. However, dilution arising from a net transaction that is below the Threshold may not be reduced.

The Threshold will be set with the objective of protecting the Holders' interest while minimising impact to the variability of the Trust's return by ensuring that the Value is not adjusted where the dilution impact on the Trust is, in the opinion of the Managers, not significant, and may be varied by the Managers in their discretion. Where a Dilution Adjustment is made, it will typically increase the Value when there are net subscriptions into the Trust and decrease the Value when there are net realisations. The Value of each Class in the Trust will be calculated separately but any Dilution Adjustment will, in percentage terms, affect the Value of each Class in an equal manner. You should also note that the fees and charges applying to the Trust (including fees based on the Value of the Trust, where applicable) will be based on the Value without any Dilution Adjustment applied.

The amount of the Dilution Adjustment applied by the Managers may vary over time depending on various factors such as market conditions but will under normal circumstances not exceed 3% of the Value per Unit on the relevant Dealing Day. The Managers reserve the right to apply Dilution Adjustment of an amount not exceeding 3% of the Value per Unit on the relevant Dealing Day where they deem appropriate and have the discretion to vary the amount of Dilution Adjustment within such 3% limit, in consultation with the Trustee, from time to time without giving notice to the relevant Holders.

Subject to applicable laws and regulations, in exceptional circumstances (including but not limited to situations whereby extreme market turmoil or volatility may result in an unusual magnitude of the increase in the Fiscal and purchase charges and the Fiscal and sale charges incurred in the purchase and/or sale of Authorised Investments and the spread between the buying and selling prices of such Authorised Investments caused by subscriptions and/or realisations of Units), the Managers may, in consultation with the Trustee, temporarily apply a Dilution Adjustment beyond 3% of the Value per Unit on the relevant Dealing Day if, in their opinion, it is in the interest of existing Holders to do so. In such cases, the Managers shall give notice to the relevant Holders if so required by the Authority and/or the Trustee and in such manner as the Managers and Trustee may agree.

#### **18.10 Use of Financial Derivative Instruments**

The global exposure of the Trust to financial derivatives or embedded financial derivatives shall not exceed 100% of the net asset value of the Trust at any time (or such other percentage as may be allowed under the Code). Such exposure will be calculated using the commitment approach as described in, and in accordance with the provisions of, the Code.

If the Trust nets its over-the-counter financial derivative positions, the Managers will obtain the legal opinions as stipulated in paragraph 5.15 of Appendix 1 of the Code (or as may otherwise be required under the Code) prior to any such netting.

The Managers and (as the case may be) the Sub-Manager have the necessary expertise to manage the risk relating to the use of financial derivative instruments and will ensure that the risk management and compliance procedures are adequate and have been or will be implemented.

#### **18.11 US Foreign Account Tax Compliance Act (“FATCA”)**

FATCA was enacted in the US in 2010. It introduces a number of new customer identification, reporting and tax withholding requirements applicable to foreign (*i.e.*, non-US) financial institutions (“**FFIs**”) that are aimed at preventing citizens and residents of the US from evading US taxes by holding their assets in financial accounts outside of the US with such FFIs. The term “FFI” is defined very broadly and therefore the Trust is considered a FFI.

***The following is a general discussion of the application of FATCA to the Trust, as well as existing and prospective investors or Holders of the Trust. It is included for general informational purposes only, should not be relied upon as tax advice and may not be applicable depending upon your particular situation. You should consult your tax advisor regarding the tax consequences to you of the purchase, ownership and disposition of the Units of the Trust, including the tax consequences under US federal laws (and any proposed changes in applicable law).***

##### **FFI AGREEMENTS AND FATCA WITHHOLDING**

FATCA generally requires FFIs to enter into agreements (“**FFI Agreements**”) with the US Internal Revenue Service (“**IRS**”), under which they agree to identify and report information to the IRS on any US reportable accounts held by them. The IRS assigns a global intermediary identification number to each FFI that has entered into an FFI Agreement, which confirms the FFI’s status as a “Participating FFI”. If an FFI fails to enter into an FFI Agreement and is not otherwise exempt, it will be treated as a nonparticipating FFI and may

become subject to a 30 per cent withholding tax on “withholdable payments” or “passthru payments” (as defined in FATCA) it receives (collectively “**FATCA Withholding**”), unless the FFI complies with FATCA under other permissible alternatives.

## **APPLICATION OF FATCA TO THE TRUST AND INVESTORS**

Singapore and the US signed a FATCA Model 1 Intergovernmental Agreement (the “**Model 1 IGA**”) on 9 December 2014 and the Model 1 IGA entered into force on 18 March 2015.

Under the Model 1 IGA, Singapore-based financial institutions will have to comply with the relevant FATCA provisions in the Income Tax Act (Cap.134) and the regulations in the Income Tax (International Tax Compliance Agreements)(United States of America) Regulations 2015 which implements such FATCA requirements into Singapore laws and, under such changes, the Managers, the Trustee, distributors and / or other service providers to the Trust may be required to report and disclose information of certain investors in the Trust including any “U.S. Person” or any “U.S. Reportable Account” (as defined in the Model 1 IGA) to the relevant Singapore authorities which will in turn report the information to the IRS. Existing and prospective investors in the Trust may therefore be requested to provide additional information to the Managers, the Trustee, distributors and / or other service providers to the Trust in order to enable the Trust and such parties to satisfy their obligations under Singapore laws, regulations and guidance which have been implemented as part of the Model 1 IGA. Failure by an investor to provide such information may result in such investor being subject to FATCA Withholding.

Guidance in Singapore as to the mechanics and scope of this new reporting and withholding regime has been provided in the Inland Revenue Authority of Singapore’s e-Tax Guide entitled “Compliance Requirements of the Singapore-US Intergovernmental Agreement on Foreign Account Tax Compliance Act” which was published on 17 March 2015. There can be no assurance as to the timing or impact of such guidance on future operations of the Trust or on any investor in the Trust.

### **18.12 Automatic Exchange of Information (“AEOI”)**

The Common Reporting Standard (“**CRS**”) is a new, single global standard on AEOI which was approved by the Council of the Organisation for Economic Cooperation and Development (“**OECD**”) in July 2014. The CRS builds on the FATCA reporting regime to maximise efficiency and reduce costs for implementing jurisdictions and their financial institutions. The CRS sets out details of the financial information to be exchanged, the financial institutions required to report, together with common due diligence standards to be followed by financial institutions.

Under the CRS, participating jurisdictions are required to exchange certain information held by financial institutions regarding their non-resident customers. Over 100 jurisdictions have committed to exchanging information under the CRS and Singapore has committed to implement the CRS with the first exchange to take place by September 2018. The Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 (“**CRS Regulations**”) incorporate the requirements of the CRS into Singapore’s domestic legislative framework. The CRS Regulations entered into force on 1 January 2017.

The CRS Regulations requires and empowers all financial institutions to put in place necessary processes and systems to collect financial account information from 1 January 2017. The Trust is required to disclose the name, address, jurisdiction(s) of tax residence, date and place of birth, account reference number and tax identification number(s) of each reportable person in respect of a reportable account for CRS and information relating to each of your investments (including but not limited to the value of and any payments in respect of the Units) to the Inland Revenue Authority of Singapore who may in turn exchange this information with the tax authorities in territories who are participating jurisdictions for the purposes of the CRS. In order to comply with its obligations, the Trust may require additional information and documentation from you.

The non-provision of information requested by the Trust pursuant to CRS may result in the inability to process instructions from such investor, including any redemption requests, and/or otherwise deal with the investor or his accounts and holdings in the Trust or other appropriate action taken by the Trust. The refusal to provide the requisite information to the Trust may also be reported to the Inland Revenue Authority of Singapore.

The above description is based in part on CRS Regulations and guidance from the OECD in relation to the CRS, all of which are subject to change.

You will be deemed by your Applying for Units (as defined in paragraph 18.13 below) to have authorised and to have obtained consent from third party individuals, whose personal information you have disclosed to the Trust, to the automatic disclosure of such information by the Administrator, or other relevant person to the Inland Revenue Authority of Singapore and other relevant tax authorities.

You should consult your own tax advisers on the requirements applicable to you under these arrangements.

### **18.13 Use of Personal Data**

You should note the following:

By signing the subscription application form or applying for Units through an approved agent's or a distributor's website (collectively "**Applying for Units**"), each investor consents and acknowledges that any personal data including any personal data relating to the investor and/or third party individuals (e.g. beneficial owners, family members, trustees, partners or directors or authorised signatories of investors who are not individuals) ("**Data**") provided to the Managers, Sub-Manager, Trustee, Custodian, Registrar, administrator, any approved agent or distributor, and/or their related corporations, associates or affiliates ("**Recipients**", each a "**Recipient**") whether directly or through appointed distributors or agents or otherwise collected by or on behalf of a Recipient from publicly available or other sources, in connection with the investor's application for or investment in the Trust, may be collected, stored, processed, maintained, used and disclosed by a Recipient for the following purposes: (i) updating and maintaining the register; (ii) implementing, operating, managing and administering the investor's investment in the Trust and any related accounts on an ongoing basis, including but not limited to transactional purposes such as processing instructions or trades of investors or persons acting on behalf of investors; (iii) complying with any applicable legal, governmental, compliance or regulatory requirements within Singapore and in any foreign jurisdiction, including complying with any requests made to any Recipient by any government authority or regulatory body and any rules and regulations

relating to anti-money laundering and countering the financing of terrorism and mitigating any adverse result under any laws relating to tax; (iv) complying with any applicable treaty or agreement with or between Singapore and a foreign jurisdiction; (v) fulfilling a judgment or order of court or of any other tribunal within Singapore and in an applicable foreign jurisdiction; (vi) providing client-related services, including providing customer support, responding to queries or feedback given by investors or persons acting behalf of investors, and communicating with and disseminating of statements of account, notices, reports, materials, communications (whether of a marketing nature or otherwise) to investors or persons acting on behalf of investors; (vii) verifying the identity of investors or persons acting on behalf of investors; (viii) exercising or enforcing the rights of a Recipient under contract or pursuant to applicable laws and regulations; (ix) administering, operating, processing or managing the Units or the Trust; (x) the prevention of crime, fraud or misuse of services, processing for the creation or maintenance of physical, network or information technology security measures, auditing and processing for statistical purposes or business analysis and monitoring; (xi) for all other purposes required or authorised under any applicable legal, governmental, compliance or regulatory requirements within Singapore and in any foreign jurisdiction, including but not limited to complying with the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 of Singapore; (xii) conducting general administration in relation to the foregoing; and (xiii) all purposes directly related to one or more of the foregoing.

By Applying for Units, each investor also consents and acknowledges that, for the purposes set out above, Data may be disclosed and transferred by a Recipient to the following parties in Singapore or in a foreign jurisdiction: (i) any person or entity including government authorities, regulatory bodies, courts and tribunals to whom a Recipient is under an obligation to make disclosure pursuant to any domestic or foreign legal process, legal obligation, regulatory obligation or request from a government authority or regulatory body; (ii) any CPF agent bank or SRS operator; (iii) related corporations, associates or affiliates of a Recipient; and (iv) any agent, contractor, third party service provider, intermediary or professional adviser which provides administrative, mailing, data storage or processing, business process, human resource, information technology, audit, advisory or any other services to a Recipient in connection with the operation of the business of the Recipient.

By Applying for Units, each investor warrants that any Data provided by or on behalf of that investor to a Recipient is true, accurate and complete, that changes to such Data shall be notified to a relevant Recipient in a timely fashion, and to the extent that any such Data relates to a third party individual, that the prior consent of such third party individual, which will allow a Recipient to collect, use and disclose Data of that individual in the manner and for the purposes described above, has been obtained, and consents and acknowledges all such collection, use and disclosure on behalf of that third party individual.

Pursuant to the Personal Data Protection Act 2012 of Singapore, an individual may withdraw his/her consent to the collection, use and/or disclosure of his/her Data. Investors may wish to note that a notice of withdrawal of consent submitted by an investor or a third party individual relevant to that investor: (1) may result in the inability to process instructions from such investor, including any redemption requests, and/or otherwise deal with the investor or his accounts and holdings in the Trust; and (2) shall not prevent the continued use or disclosure of Data for the purposes of compliance with any legal, governmental, compliance



or regulatory requirements within Singapore and in any foreign jurisdiction, unless otherwise prohibited by applicable mandatory laws.

#### **18.14 Credit assessment process**

The Managers have established a set of internal credit assessment standards and have put in place a credit assessment process to ensure that their investments are in line with these standards (should the Managers rely on ratings issued by credit rating agencies). Information on the Managers' credit assessment process will be made available to investors upon request.

#### **19. Queries and Complaints**

If you have questions concerning your investment in the Trust, you may contact the Managers at telephone number (65) 6536 8000 or facsimile number (65) 6317 8947.

**Legg Mason Western Asset Asian Bond Trust**

**Prospectus**

**Signed:**

---

**Jeremy Tan Yeow Wee**

for and on behalf of

**Edward Stephen Squires Venner**

Director

**Signed:**

---

**Jeremy Tan Yeow Wee**

for and on behalf of

**Clement Lee Jia Yi**

Director

**Signed:**

---

**Jeremy Tan Yeow Wee**

for and on behalf of

**Amy Olmert**

Director

**Signed:**

---

**Jeremy Tan Yeow Wee**

for and on behalf of

**Andy Sowerby**

Director

**Legg Mason Western Asset Asian Bond Trust**

**Prospectus**

**Signed:**

---

**Jeremy Tan Yeow Wee**

Director

