

# **iFAST-NAM ASIA PREMIER TRUST**

## **PROSPECTUS**

ISSUED PURSUANT TO THE  
SECURITIES AND FUTURES ACT 2001

**Registered on 4 August 2023**

# **iFAST-NAM ASIA PREMIER TRUST**

## **IMPORTANT INFORMATION**

The collective investment scheme offered in this prospectus (referred to as the "**Trust**") is constituted in Singapore and is an authorised scheme under the Securities and Futures Act 2001 ("**SFA**"). A copy of this prospectus has been lodged with and registered by the Monetary Authority of Singapore ("**MAS**"). MAS assumes no responsibility for the contents of this prospectus and the registration of this prospectus by MAS does not imply that the SFA or any other legal or regulatory requirements have been complied with. MAS has not, in any way, considered the investment merits of the scheme.

**This prospectus was registered with MAS on 4 August 2023. It is valid up to and including 3 August 2024 and will expire on 4 August 2024.**

Unless otherwise stated, the terms defined in the trust deed (as amended) constituting and relating to the Trust (the "**Deed**") have the same meanings when used in this prospectus. We have taken all reasonable care to ensure that, to the best of our knowledge and belief, this prospectus contains accurate information and does not omit anything that would make the information misleading. As the affairs of the Trust may change over time, this prospectus may be updated to reflect material changes. Please check that you have the most updated prospectus before investing.

The units of the Trust (the "**Units**") are offered in Singapore based only on the information in this prospectus. No one is authorised to give any other information or make any other representations concerning the Trust.

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

Units are not listed and you may only deal in Units through us or our authorised distributors subject to the terms of the Deed.

None of the Units has been or will be registered under the United States Securities Act of 1933, as amended (the "**1933 Act**"), or under the securities laws of any state or political sub-division of the United States of America or any of its territories, possessions or other areas subject to its jurisdiction including the Commonwealth of Puerto Rico (the "**United States**"), and such Units may not be offered, sold or otherwise transferred in the United States. The Units are being offered and sold in reliance on an exemption from the registration requirements of the 1933 Act pursuant to Regulation S issued under the 1933 Act. The Trust has not been and will not be registered under the United States Investment Company Act of 1940, as amended, nor under any other United States federal laws. Accordingly, Units are not being offered or sold within the United States or to or for the account of US persons (as defined for purposes of the United States federal securities, commodities and tax laws, including Regulation S) (together "**U.S. Persons**"). Subsequent transfers of Units within the United States or to U.S. Persons are prohibited. If at any time it shall come to our knowledge that any Units are held by or in the beneficial ownership or under the control of a U.S. Person, we may, in consultation with the Trustee, compulsorily realise such Holder's Units (as described in paragraph 13.7 of this prospectus).

This prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or lawful, or if made by a person not qualified to make the offer or solicitation. This prospectus may not be distributed in the United States and certain other jurisdictions.

Please direct your enquiries to us or our authorised distributors.

# **iFAST-NAM ASIA PREMIER TRUST**

## **DIRECTORY**

### ***Managers***

iFAST Financial Pte. Ltd.  
(Company Registration No.: 200000231R)  
10 Collyer Quay #26-01,  
Ocean Financial Centre Building  
Singapore 049315

### ***Trustee***

Until 20 November 2023 (or such other date as may be determined and notified to Holders):

HSBC Institutional Trust Services (Singapore) Limited  
(Company Registration No.: 194900022R)  
10 Marina Boulevard  
Marina Bay Financial Centre  
Tower 2, #48-01  
Singapore 018983

From 20 November 2023 (or such other date as may be determined and notified to Holders):

Standard Chartered Trust (Singapore) Limited  
(Company Registration No.: 201223960D)  
8 Marina Boulevard  
#27-01 Marina Bay Financial Centre Tower 1  
Singapore 018981

### ***Auditors***

KPMG LLP  
16 Raffles Quay  
#22-00 Hong Leong Building  
Singapore 048581

### ***Custodian***

Until 20 November 2023 (or such other date as may be determined and notified to Holders):

The Hongkong and Shanghai Banking Corporation Limited  
1 Queen's Road Central  
Hong Kong

From 20 November 2023 (or such other date as may be determined and notified to Holders):

Standard Chartered Bank (Singapore) Limited  
8 Marina Boulevard  
#27-01 Marina Bay Financial Centre Tower 1  
Singapore 018981

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

Chan & Goh LLP  
8 Eu Tong Sen Street  
#24-93 The Central  
Singapore 059818

***Solicitors to the Trustee***

Until 20 November 2023 (or such other date as may be determined and notified to Holders):

Shook Lin & Bok LLP  
1 Robinson Road  
#18-00 AIA Tower  
Singapore 048542

From 20 November 2023 (or such other date as may be determined and notified to Holders):

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

## **iFAST-NAM ASIA PREMIER TRUST**

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## iFAST-NAM ASIA PREMIER TRUST

### 1. Structure of iFAST-NAM Asia Premier Trust

- 1.1 iFAST-NAM Asia Premier Trust (the "**Trust**") is an open-ended, stand-alone unit trust constituted in Singapore. It is denominated in Singapore dollars.

Separate classes of units ("**Units**") may be established within the Trust and there are currently two (2) classes of Units being offered – Class A and Class M.

Please note that the assets of the Trust are not segregated in respect of each class but are pooled and invested as a single fund. New classes may be established and the Units in an existing class may be re-designated if there is no prejudice to the existing holders of Units ("**Holders**") of such class as a whole.

The classes may have different features, including different rates of fees and charges, different minimum threshold amounts relating to subscription, holding and realisation, and availability of participation in the Regular Savings Plan. The details are set out at paragraphs 8, 10.2, 11 and 13.2 of this prospectus. Save for these differences, the Holders of each class have materially the same rights and obligations under the Deed (as defined below).

### 1.2 Trust deed and supplemental deeds

- 1.2.1 The deed of trust relating to the Trust is dated 23 September 1994 (the "**Principal Deed**") and its parties were Morgan Grenfell Investment Management (Asia) Ltd (now known as DWS Investments Singapore Limited) (the "**Retired Managers**") and HSBC Trustee (Singapore) Ltd ("**HSBC Trustee**"). On 16 December 2004, HSBC Institutional Trust Services (Singapore) Limited (the "**Retiring Trustee**") replaced HSBC Trustee as the trustee of the Trust. On 30 July 2021, iFAST Financial Pte. Ltd. (the "**Managers**") replaced the Retired Managers as the managers of the Trust. On 20 November 2023 (or such other date as may be determined and notified to Holders), Standard Chartered Trust (Singapore) Limited (the "**New Trustee**")\* will replace the Retiring Trustee as the trustee of the Trust.

\* For the avoidance of any doubt, all references to "**Trustee**" in this prospectus refer to (until 20 November 2023 (or such other date as may be determined and notified to Holders)) the Retiring Trustee and (from 20 November 2023 (or such other date as may be determined and notified to Holders)) the New Trustee.

- 1.2.2 The Principal Deed has been amended by the following supplemental deeds (collectively, the "**Supplemental Deeds**"):

Dated	Supplemental Deeds
<b>Made between the Retired Managers and HSBC Trustee</b>	
11/01/1999	First Supplemental Deed
01/10/1999	Second Supplemental Deed
03/10/2000	Third Supplemental Deed
03/10/2001	Fourth Supplemental Deed
07/10/2002	Amending and Restating Deed
01/07/2003	Second Amending and Restating Deed
07/10/2003	Third Amending and Restating Deed
05/01/2004	Fourth Amending and Restating Deed
06/10/2004	Fifth Amending and Restating Deed
08/11/2004	Sixth Amending and Restating Deed
<b>Made between the Retired Managers, HSBC Trustee and the Retiring Trustee</b>	
16/12/2004	Supplemental Deed of Appointment and Retirement of Trustee

<b>Made between the Retired Managers and the Retiring Trustee</b>	
06/10/2006	Seventh Amending and Restating Deed
05/10/2007	Eighth Amending and Restating Deed
03/10/2008	Ninth Amending and Restating Deed
15/06/2009	Tenth Amending and Restating Deed
28/04/2010	Eleventh Amending and Restating Deed
01/10/2010	Twelfth Amending and Restating Deed
23/09/2011	Thirteenth Amending and Restating Deed
28/09/2012	Fourteenth Amending and Restating Deed
27/09/2013	Fifteenth Amending and Restating Deed
26/09/2014	Sixteenth Amending and Restating Deed
25/09/2015	Seventeenth Amending and Restating Deed
04/05/2018	Eighteenth Amending and Restating Deed
<b>Made between the Retired Managers, the Managers and the Retiring Trustee</b>	
30/07/2021	Fifth Supplemental Deed (Deed of Appointment and Retirement of Managers and Change in the Name of the Fund)
<b>Made between the Managers and the Retiring Trustee</b>	
30/07/2021	Nineteenth Amending and Restating Deed
05/08/2022	Twentieth Amending and Restating Deed
<b>Made between the Managers, the Retiring Trustee and the New Trustee</b>	
04/08/2023	Supplemental Deed of Appointment And Retirement Of Trustee

The Principal Deed as amended by the Supplemental Deeds will be referred to as the "**Deed**".

- 1.2.3 The terms and conditions of the Deed and any future supplemental deeds will be binding on you and persons claiming through you.
- 1.2.4 You may inspect a copy of the Principal Deed and any supplemental deed for free during usual business hours at our business address, and obtain a copy at S\$25 per copy of each document (or such amount as we and the Trustee may agree).

## 2. The Managers

We, iFAST Financial Pte. Ltd. ("**iFAST Financial**"), are the managers of the Trust. We are licensed and regulated by MAS to carry out fund management activities and have been managing portfolios of capital market products on a discretionary basis in Singapore, Hong Kong and Malaysia since November 2016.

Besides carrying out fund management activities, iFAST Financial is also a wealth management platform providing investment administrative services and a wide range of investment products to our business-to-business ("**B2B**") and business-to-consumer ("**B2C**") clients. As of 31 December 2022, the iFAST Group manages total assets under administration of approximately S\$17.5 billion, whilst the total assets under management of our fund management business is approximately S\$1.3 billion. We offer individual and institutional investors investment products across most major asset classes.

If we go into liquidation (except a voluntary liquidation for reconstruction or amalgamation upon previously approved terms) or if a receiver is appointed over any of our assets or a judicial manager is appointed in respect of us, the Trustee may by notice in writing remove us as Managers and appoint some other corporation as managers of the Trust and/or terminate the Trust in accordance with the Deed.

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

## 2.1 Our directors are:

### **Lim Chung Chun**

Mr Lim is the Chief Executive Officer of iFAST Financial. He is also the Chairman and Chief Executive Officer of iFAST Corporation Ltd ("**iFAST Corp**"), a wealth management financial technology ("**Fintech**") platform that combines Fintech solutions with the capabilities of a licensed financial institution to provide multi-product offerings. iFAST Corp is the parent shareholder of iFAST Financial.

Mr Lim co-founded iFAST Corp with the launch of its B2C division Fundsupermart.com in Singapore in 2000, following which the B2B division, iFAST Financial, was launched in 2001. He subsequently led the company's regional expansion efforts, extending iFAST Corp's presence beyond Singapore to Hong Kong, Malaysia, China and India, building a well-established Fintech ecosystem across the five markets. Mr Lim also led iFAST Corp to its successful listing on the SGX-ST Mainboard in December 2014.

Before setting up iFAST Corp, Mr Lim was the Head of Research at ING Barings Securities Pte. Ltd. Mr Lim graduated with a Bachelor of Engineering (Electrical) from the National University of Singapore in 1991, and obtained a Diploma in Investment from the Institute of Banking and Finance in 1993.

### **Wong Soon Shyan**

Mr Wong is the Group Chief Operating Officer for the iFAST group of companies, comprising of the business in Singapore, Hong Kong, China, Malaysia and India ("**iFAST Group**"). He is also a director of iFAST Financial.

Prior to joining the iFAST Group in 2000, Mr Wong spent 6.5 years in Schroder Investment Management Singapore Ltd. As the manager in the unit trust department, he was responsible for both the front-end responsibilities such as marketing of unit trust and sales (direct and managing channel sales), as well as the back-end operations such as sales administration, valuation of unit trusts, and liaison with auditors with regard to the audit of unit trust schemes.

He graduated from the National University of Singapore with a Bachelor of Accountancy degree and is also a Chartered Financial Analyst.

### **Lim Wee Kiong**

Mr Lim is currently the Managing Director of iFAST Global Fintech Services, a role he took on since April 2022. After joining the iFAST Group in April 2001, he became the General Manager of the platform business in 2006, covering the overall management of its B2B business. Mr Lim was promoted to Managing Director, Platform Services Singapore, and was appointed as a Director of iFAST Financial in 2016.

He graduated with a degree in Bachelor of Business (Banking and Finance) from Monash University, Australia in 2000. Mr Lim also obtained a Diploma in Investment from the Institute of Banking and Finance in 1998 and a Diploma in Computer Studies from Ngee Ann Polytechnic in 1995.

### **Kok Chee Wai**

Mr Kok is an independent director of iFAST Financial and iFAST Corp. He has been a partner in Allen & Gledhill LLP since 1998. He is the Co-Head of the firm's Financial Services Department, regional Energy, Infrastructure & Projects Practice, and Banking & Finance Practice. He has broad and deep experience in domestic and international financing. His general banking and finance practice includes acting for lenders and major corporates on domestic and cross-border syndicated loans, structured and acquisition financing and debt restructuring. He also regularly acts for banks and sponsors on limited recourse project financing in various sectors and has acted in many of the Public-Private-Partnership and other infrastructure projects



in Singapore and in the region. Mr Kok is a member of the Banking Law Committee of the International Bar Association and a member of the Infrastructure & Project Finance Oversight Committee of the Institute of Singapore Chartered Accountants.

Mr Kok graduated from the National University of Singapore with an LLB (Hons) degree in 1991. He was admitted to the Singapore Bar in 1992, when he joined Allen & Gledhill LLP.

### **Ng Loh Ken Peter**

Mr Ng is an independent director of iFAST Financial. He has been in financial advisory, fund management and mortgage lending for over three decades, and has held senior positions in several large institutions. He has been the Managing Director of Peterson Asset Management Pte Ltd since 2000. He is also a Director of Procurri Corporation Limited, a company listed on the SGX. Mr Ng was the General Manager of Investments in Hong Leong Assurance Bhd, based in Malaysia. For nine years to 1996, he served as Head of Treasury, Investment and Corporate divisions at various stages of his career with The Great Eastern Life Assurance Co Ltd. Prior to that, Mr Ng was the Senior Manager of an international public accounting firm. From 2009 to 2010, he also served as a member on the Accounting and Corporate Regulatory Authority's Investment Committee.

Mr Ng graduated from the National University of Singapore with a Bachelor of Accountancy degree (with Honours) in 1977. He is also a Chartered Financial Analyst charterholder. Mr Ng completed the Advanced Management Program at Harvard Business School in 1993.

### **Ling Peng Meng**

Mr Ling is an independent director of iFAST Financial. He started his career as an officer with DBS Bank before moving to Schroder International Merchant Bankers Limited and Credit Agricole Indosuez Merchant Bank Ltd between 1993 and 1999. Mr Ling was a Managing Director and held various offices including Head of Capital Markets (South East Asia) and Head of Capital Markets (Greater China & Japan) in Standard Chartered Bank between 1999 and 2012. From 2013 to 2019, he was a Managing Director in DBS Bank, in charge of the Fixed Income Department, Greater China.

Mr Ling holds a Bachelor of Accountancy (Second Class Honours, Upper Division) from National University of Singapore.

## **2.2 The key executives of the Trust**

### **Kenny Tjan Sing Pong**

Mr Tjan joined iFAST Financial as the Investment Director in January 2020, with 30 years of experience in the management of collective investment schemes with various well-established fund management companies.

Prior to joining iFAST Financial, Mr Tjan worked with several well-known asset management firms such as Goldman Sachs Asset Management, Rothschild Asset Management (S) Ltd, Nomura Asset Management (S) Ltd, Nomura Investment Management Co. (Tokyo) and Citibank N.A. Singapore. He managed multiple portfolios covering Asia Pacific ex-Japan, Global Emerging Markets, Europe, China, Singapore and Malaysia for institutional clients, high net worth individuals and unit trusts since he started his career in 1991.

From June 2016 to February 2019, he was the CEO & Investment Director of Value Partners Asset Management ("VPAM") Singapore, managing Value Partners GEM, Asia ex-Japan and Greater China equity funds. He was also responsible for overseeing the investment, sales/distribution and compliance functions of VPAM.

Prior to joining VPAM, he was the Chief Investment Officer-cum-Managing Director of Metisq Capital from April 2007 until May 2016. He managed the Asia Pacific ex-Japan equities portfolios for both institutional clients and unit trusts from Europe, Australia and Asia. In late

2009, he set up a joint venture with Libra Capital, a wholly-owned investment management company of Alibaba Group, to launch a Greater China Fund, investing in China, Hong Kong and Taiwan.

Mr Tjan graduated from the National University of Singapore with a Bachelor of Business Administration degree in 1991. He is also a Chartered Financial Analyst charterholder.

### **You Weiren**

Mr You joined iFAST in 2015 and is part of the portfolio management team that oversees the firm's discretionary portfolios. He is also the head of the Stocks & ETFs research team, providing analysis and research coverage on companies listed on the US, Singapore and Hong Kong stock markets.

Mr You earned his honours degree in Business Administration from the National University of Singapore. He is also a CFA charterholder.

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

## **3. The Trustee**

Until 20 November 2023 (or such other date as may be determined and notified to Holders):

The trustee of the Trust is HSBC Institutional Trust Services (Singapore) Limited, and it is regulated in Singapore by MAS. Please refer to the Deed for details on the Trustee's role and responsibilities.

From 20 November 2023 (or such other date as may be determined and notified to Holders):

The trustee of the Trust is Standard Chartered Trust (Singapore) Limited, and it is regulated in Singapore by MAS. Please refer to the Deed for details on the Trustee's role and responsibilities.

If the Trustee goes into liquidation (except a voluntary liquidation for reconstruction or amalgamation) or if a receiver is appointed over any of its assets or a judicial manager is appointed in respect of the Trustee, we may by notice in writing remove the Trustee and appoint another person as the new trustee of the Trust in accordance with the Deed.

## **4. Other Parties**

### **4.1 The Sub-Managers**

We have delegated the investment management of the Trust to Nikko Asset Management Asia Limited (Company Registration No.: 198202562H) (the "**Sub-Managers**"). The Sub-Managers are domiciled in Singapore and are licensed and regulated by MAS to carry out the regulated activity of fund management. The Sub-Managers have managed collective investment schemes and portfolios on a discretionary basis in Singapore since 1982.

The appointment of the Sub-Managers may be terminated if an order by a court of competent jurisdiction is made for (a) the liquidation, winding up or bankruptcy of the Sub-Managers, or (b) the appointment of any receiver of any of the assets of the Sub-Managers, or any liquidator or provisional liquidator or judicial manager of the Sub-Managers. It may also be terminated if a resolution is passed by the members or creditors of the Sub-Managers for its liquidation or winding up, or any procedure analogous to the above under any applicable law.

**Please note that the past performance of the Sub-Managers is not indicative of future performance.**

## 4.2 The Custodian

Until 20 November 2023 (or such other date as may be determined and notified to Holders):

The custodian of the Trust is The Hongkong and Shanghai Banking Corporation Limited ("**HSBC**"), whose registered office is at 1 Queen's Road Central, Hong Kong. HSBC 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 HSBC as the global custodian to provide custodial services to the Trust globally. HSBC is entitled to appoint sub-custodians to perform any of HSBC's duties in specific jurisdictions where the Trust invests.

HSBC 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, HSBC shall 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 HSBC in its capacity as global custodian. Such criteria may be subject to change from time to time and may include factors such as financial strength, reputation in the market, systems capability, operational and technical expertise, clear commitment to the custody business, adoption of international standards etc. All sub-custodians appointed will, if required by the law applicable to them, 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.

From 20 November 2023 (or such other date as may be determined and notified to Holders):

The custodian of the Trust is Standard Chartered Bank (Singapore) Limited (the "**Custodian**"), whose registered office is at 8 Marina Boulevard, #27-01 Marina Bay Financial Centre Tower 1, Singapore 018981. The Custodian is regulated by the Monetary Authority of Singapore as an Exempt Capital Markets Services Entity and is exempt from obtaining a capital markets services licence in relation to, amongst others, the provision of custodial services for securities.

Under the custodian agreement entered into between the Trustee and the Custodian (the "**Custodian Agreement**"), the Custodian may, at the Trust's expense, appoint such sub-custodians, agents, and delegates, as it thinks fit, and may delegate its duties, obligations and powers to such parties. The Custodian must exercise reasonable care and appropriate diligence in the selection and monitoring of these parties, maintain what the Custodian considers an appropriate level of supervision over these parties, and make what the Custodian considers appropriate periodic inquiries to confirm that these parties are competently discharging their obligations. The Custodian will not (except as provided in the Custodian Agreement) be responsible for any loss suffered by the Trust by reason of liquidation, bankruptcy or insolvency of any agent, sub-custodian, or delegate but will use reasonable endeavours to recover any property held by such person, and recover any losses or damages suffered by the Trust as a direct consequence.

The Trustee (and not the Custodian) is responsible for ensuring that the Trust's assets are delivered to the Custodian as custodian. The Custodian is not responsible for monitoring the Trustee's compliance with this obligation.

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.

Other custodians may be appointed from time to time in respect of the Trust or any of its assets.

Details relating to the custodial arrangement are set out in paragraph 21(g) of this prospectus.

#### **4.3 The Auditors**

The auditors of the accounts relating to the Trust are KPMG LLP.

#### **4.4 The Managers' delegates**

Until 20 November 2023 (or such other date as may be determined and notified to Holders):

We have delegated certain administration and valuation functions, in respect of the Trust, to HSBC Institutional Trust Services (Singapore) Limited, such as keeping of accounts and books of the Trust, and the valuation of assets and Units.

From 20 November 2023 (or such other date as may be determined and notified to Holders):

We have delegated certain administration and valuation functions, in respect of the Trust, to Standard Chartered Bank (Singapore) Limited, such as keeping of accounts and books of the Trust, and the valuation of assets and Units.

Prospective investors in the Trust should ensure that they understand the nature of net asset value information. The involvement of a third party service provider (such as the administrator of the Trust) in the net asset value calculation process should not be equated with a representation or guarantee as to realisable value. Pricing and valuation techniques are limited and may not have application to all portfolio and investment strategy types.

The appointed administrator's obligations and liabilities are only to the Trust and only as provided in the Fund Administration Services Agreement between the appointed administrator and the Managers.

Please refer to paragraph 22.6 of this Prospectus for further information on the valuation of the investments of the Trust.

### **5. The Register of Holders and the Registrar**

Until 20 November 2023 (or such other date as may be determined and notified to Holders):

The registrar of the Trust is the Trustee and the register of the Holders (the "**Register**") is kept and maintained at 20 Pasir Panjang Road (East Lobby), #12-21 Mapletree Business City, Singapore 117439. Holders may access the Register during normal business hours.

From 20 November 2023 (or such other date as may be determined and notified to Holders):

The registrar of the Trust is the Trustee and the Register is kept and maintained at 8 Marina Boulevard, #27-01 Marina Bay Financial Centre Tower 1, Singapore 018981. Holders may access the Register during normal business hours.

The Register shows conclusively the number and details of the Units each Holder holds. The entries in the Register will prevail over any discrepancy in the statement of holdings unless the Holder proves to the Trustee's and our satisfaction that the Register is incorrect.

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

#### **6.1 Investment objective**

The investment objective of the Trust is to achieve capital appreciation in the medium to long-term by investing in a diversified portfolio of equity and equity-related securities (including warrants and convertible securities):

- (i) issued by entities listed on the stock exchanges of countries in Asia (ex-Japan);
- (ii) of entities domiciled or organised under the laws of the countries in Asia (ex-Japan); and/or
- (iii) of entities (wherever domiciled or organised) which, in our opinion, have significant assets, business, production activities, trading or other business interests in Asia (ex-Japan).

The countries in Asia (ex-Japan) include, but are not limited to, Hong Kong SAR, Taiwan, Korea, China, the Philippines, Thailand, Malaysia, Singapore, Indonesia and the Indian sub-continent.

On an ancillary basis, the Trust may also invest in other countries (including Australia and New Zealand) if we deem this to be in the interest of the Trust.

## 6.2 Investment focus and approach

- 6.2.1 Our policy is, where feasible, to maintain a diversified spread of investments within the Asia (ex-Japan) markets which would achieve the objective (as stated in paragraph 6.1 above) and lessen the volatility attached to individual markets and stocks. On an ancillary basis, we may also invest the Trust in other countries including Australia and New Zealand.
- 6.2.2 Investments may be made directly or through investment in other collective investment schemes which are aligned with the investment objective of the Trust. Investments may also include, without limitation, preference shares, depository receipts or offshore instruments (e.g. American Depositary Receipts ("**ADRs**") traded on the U.S. stock markets).

## 6.3 Investment style and benchmark usage

- 6.3.1 We intend to actively manage the Trust in a prudent and conservative manner, with reference to its benchmark, the MSCI AC Asia ex Japan Index (Net Total Return), which is used as a target for the Trust to beat and a reference for investors to compare against the Trust's performance.

## 6.4 Disclosure on certain investments

- 6.4.1 The Trust may use financial derivatives (namely, foreign exchange forwards) for the purposes of hedging its existing positions or for efficient portfolio management. Details on the use and risk of financial derivatives are set out in paragraph 9.3 of this prospectus.
- 6.4.2 The Trust currently does not intend to engage in securities lending or repurchase transactions.

## 7. Central Provident Fund (CPF) Investment Scheme

The Trust is currently not included under the CPF Investment Scheme.

## 8. Fees and Charges

### 8.1 The fees and charges payable in relation to each class of Units are set out below:

Charges and Fees Payable by the Holder		
Preliminary Charge (on gross investment amount)	Class A Units	Currently 5%, maximum 5%.
	Class M Units	Currently 0%, maximum 5%.
Realisation Charge (on gross realisation proceeds)	Currently 0%, maximum 2%.	

Switching Fee	Currently 0%, maximum 2%.	
Fees Payable by the Trust to the Managers and the Trustee		
Annual Management Fee (a) Retained by Managers (b) Paid by Managers to financial advisers (trailer fee) <sup>1</sup>	Class A Units	Currently 1.25% p.a. of the Value, maximum 1.5% p.a. of the Value. (a) 40% to 60% of Annual Management Fee (b) 40% to 60% of Annual Management Fee
	Class M Units	Currently 0% p.a. of the Value, maximum 1.5% p.a. of the Value. No trailer fee is payable for this class.
Annual Trustee Fee	<u>Until 20 November 2023 (or such other date as may be determined and notified to Holders):</u> Currently 0.035% p.a. of the Value, maximum 0.15% p.a. of the Value. <u>From 20 November 2023 (or such other date as may be determined and notified to Holders):</u> Currently 0.025% p.a. of the Value, maximum 0.025% p.a. of the Value.	

**8.2** Other fees and charges may be paid out of the Deposited Property of the Trust and may each amount to or exceed 0.1% p.a. of the Value of the Trust, depending on the proportion that the relevant fee or charge bears to the Value of the Trust. For the financial year up to 31 December 2022,

- (a) each of the audit, registrar, custody and valuation fees accrued did not amount to or exceed 0.1% of the Value of the Trust as at that date;
- (b) transaction costs amounted to 0.499% of the Value of the Trust as at that date; and
- (c) the aggregate of other fees and charges (such as, printing costs, accounting and professional fees, goods and services tax ("**GST**") and other out-of-pocket expenses) did not amount to or exceed 0.1% of the Value of the Trust as at that date.

**8.3** Please refer to the Deed for the meaning of the term Value and for details on the fees, charges and expenses payable by Holders and out of the Trust (including the method of computation, if applicable).

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

**8.5** Authorised distributors may impose and retain the Preliminary Charge and Realisation Charge. They may also waive or reduce these charges.

**8.6** Some distributors may also charge other fees not listed in this prospectus. You should check with the relevant distributor for details, as such fees may depend on the specific nature of the services provided by them.

**8.7** Please note that the Trust may also invest into other collective investment schemes (each of which the Trust currently does not intend to exceed 10% of its Value) where fees and charges may be imposed by such schemes.

## **9. Risks**

### **9.1 General risks**

An investment in a collective investment scheme is intended to produce returns over the medium

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<sup>1</sup> Your financial adviser is required to disclose to you the amount of trailer fee it receives from us.

to long term. You should not expect to obtain short-term gains. The price and value of the Units, and the income deriving or accruing from them, may fall or rise. You may lose your original investment and there is no assurance that the Trust's investment objective will be met.

Before investing, you should consider the risks of investing in the Trust and decide if the investment is suitable for you. Please note that the risks described below are not exhaustive. The Trust may be exposed to other risks of an exceptional nature from time to time.

## 9.2 Specific risks

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

- (a) You will be exposed to the risks arising from the Trust's investments, which includes Asian securities, particularly securities which are listed securities, as many Asian markets are less developed than those in countries belonging to the Organisation for Economic Cooperation and Development ("**OECD**"). Asian securities are more volatile than those in developed OECD countries, and this may subject the investments held by the Trust to greater price volatility.
- (b) Historically, equities have greater volatility than fixed income securities. The value of equity and equity-related securities may be affected by general economic and market conditions, interest rates, political developments that affect the companies which issue the securities. The value of the Trust may fluctuate more strongly on a day-to-day basis compared to funds which invest in fixed income securities.
- (c) The assets and income of the Trust will be denominated in a number of different currencies other than the Singapore dollar and will thus be subject to fluctuation in currency exchange rates and in certain cases, exchange control regulations. The Sub-Managers may use financial derivatives to actively hedge against the Trust's foreign exchange risk. There is no guarantee that financial derivatives will be employed at all times or that they will work, and their use could cause lower returns or even losses to the Trust.
- (d) Some of the Trust's investments will be made in the Asian markets and are therefore less liquid in comparison to investments in the more developed OECD markets.
- (e) Many Asian securities markets are emerging markets where there are low levels of regulatory enforcement activities. The auditing and financial reporting methods used in such markets may differ from internationally recognised standards and as a result, information on a listed company's accounts in such markets may not be an accurate reflection of its financial strength. There may also be changes of government policies in such emerging markets which may affect the Trust's ability to repatriate capital, income and proceeds.
- (f) Institutional investors may have substantial holdings in the Trust. Although they will not have control over our and the Sub-Managers' investment decisions, their actions may have a material effect on the Trust. For example, the Trust may have to liquidate assets at a time and in a way that is not the most economically advantageous in order to meet substantial realisations of Units by an institutional investor over a short time. This could adversely affect the value of the Trust's assets.
- (g) The Trust may engage the services of brokers to acquire or dispose its investments and to clear and settle its exchange traded securities trades. It is possible that such brokers may encounter financial difficulties that could impair the operational capabilities of the Trust. If a broker was to fail or become insolvent, there is a risk that the Trust's orders may not be transmitted or executed and the outstanding trades made through the broker may not settle. Please refer to paragraph 9.2(h) on "counterparty risk" and paragraph 9.5 for the description on the risk management process in relation to the use of brokers and counterparties.

- (h) The Trust is exposed to counterparty risk. Counterparty risk is generally the risk that a counterparty may, for financial or other reasons, be unable to act in accordance with the terms and conditions of the contract and defaults. The result is a financial loss for the other party as it has to enter into substitute transactions at less favourable prices. This risk may be directly due to the creditworthiness of the counterparty or indirectly due to the domicile of the counterparty (i.e. country risk). Counterparty risk may arise at any time and is basically independent of market activity and developments. A counterparty defaults if, for example, it files a petition in bankruptcy, becomes insolvent or a moratorium has been imposed on it. Counterparty defaults may turn a closed hedge position into an open position that can only be closed again on less favourable terms. The potential loss if a counterparty defaults is therefore the cost of providing substitute cover (replacement cost). Counterparty risk may therefore be called replacement risk or substitution risk.
- (i) Under certain market conditions, it may be difficult or impossible to liquidate or rebalance positions. For example, this may occur during sudden interest rate changes or during volatile markets or crisis situations or where trading under the rules of the relevant stock exchange is suspended, restricted or otherwise impaired. During such times, the Trust may be unable to dispose of certain assets due to thin trading or lack of a market or buyers. Placing a stop-loss order may not necessarily limit the Trust's losses to the amounts intended as market conditions may make it impossible to execute such an order at the ideal price. Such circumstances may force the disposal of the Trust's assets at reduced prices and the dumping of securities in the market could further deflate prices. Such assets may also be difficult to value with any degree of accuracy or certainty. If the Trust incurs substantial trading losses, the need for liquidity could rise sharply at the same time that access to liquidity is impaired. In a market downturn, the Trust's counterparties' financial conditions could be weakened, which increases the Trust's exposure to credit risk.
- (j) We may rely on ratings issued by credit rating agencies but do not do so solely or mechanically. We and the Sub-Managers have established a set of internal credit assessment standards and have put in place a credit assessment process to ensure that the Trust's investments are in line with these standards. Information on our and the Sub-Managers' credit assessment process is available upon request. Please note that credit ratings represent the rating agencies', our and/or the Sub-Managers' opinions regarding the credit quality of the instrument or the institution invested into by the Trust. They are not a guarantee of quality. Rating methodologies generally rely on historical data, which may not predict future trends. It may take time for credit ratings to be adjusted in response to a change of circumstances.
- (k) We are entitled to rely, without independent investigation, upon pricing information and valuations furnished by third parties, including pricing services and independent brokers/dealers. The accuracy of such information and valuation depends on these parties' methodology, due diligence and timely response to changing conditions. We cannot be held responsible for any failures by such parties in their valuations.
- (l) The Trust may be subject to tax exposure on its underlying investments, whether in Singapore or elsewhere. This includes all present and future taxes, levies, imposts, duties, charges, assessments, fees of any nature, withholdings or liabilities wherever chargeable, stamp, registration, documentation or similar tax and any related surcharge, interest, charges or costs, including any tax on net income or net wealth imposed by any government or other taxing authority. Such tax exposure will be borne by the Trust and may impact the value of the Trust.
- (m) The Trust's investments will be made directly or through investments in other collective investment schemes.

The risks arising from the Trust's investments in its underlying funds are closely linked to the risks inherent in the underlying funds' assets and investment strategies. Such risks may be reduced by the diversification of the Trust's investments among different



underlying funds and by the diversification of each underlying fund's investments.

However, since the managers of the individual underlying funds operate independently of one another, it is also possible that several underlying funds will be engaged in similar or mutually opposing investment strategies. This can have a cumulative effect on the risks to the Trust and may offset any opportunities arising from investing in different underlying funds.

It is generally not possible for us to control the management of the underlying funds unless they are managed by us. The investment decisions made at the underlying fund level do not necessarily have to concur with our assumptions or expectations. We may not have timely knowledge of the current composition of the underlying funds. If the composition does not match our assumptions or expectations, we may not be able to redeem the Trust's holdings in the underlying funds in a timely manner.

The risk of the Trust as an investor in an underlying fund is limited to the sum invested. There is no obligation to make subsequent payments in addition to the money invested.

Each of the underlying funds may temporarily suspend redemption rights which will prevent us from redeeming the Trust's holdings in such underlying fund and/or receiving payment of the redemption proceeds.

- (n) The Trust may be exposed to operational risk, which is the potential for failure (including the legal component) in relation to employees, contractual specifications and documentation, technology, infrastructure failure and disasters, external influences and customer relationships. This excludes business, strategic and reputational risk.
- (o) The Trust may be exposed to legal risk, which is the risk that a transaction cannot be executed due to legal reasons. The enforceability of contracts may be endangered by a counterparty having no authority to transact, errors in contracts, incomplete documentation of transactions and/or legal peculiarities in the country in which the counterparty is domiciled. It may not be possible to execute a particular transaction because, for example, the obligations entered into by the contracting parties are not generally enforceable. A transaction may be non-executable against a counterparty if that counterparty did not have authority to conclude the transaction or if the approval required for effectively carrying out the transaction had not been granted. If a transaction is inadequately documented, it may be impossible to prove a disputed claim to the satisfaction of a court of law.
- (p) The Trust and its investments may be adversely affected by events outside of the Managers' control or expectation. Examples include war, acts of terrorism, civil disorder or unrest, subversive activities or sabotage, catastrophes, epidemics (like the Coronavirus outbreak), quarantine or travel restrictions, closing of international borders, recessions and other acts of God. Such events can occur at any time and their impact is highly unpredictable. Their effects can spread globally and can last for a significant period of time. They could lead to disruption or closure of markets, suspension of trading, increased illiquidity and market volatility, difficulties in conducting fair valuation of assets, impairment of any hedging activities, default of counterparties, or operational inefficiencies of service providers. They can have significant economic and labour impact, can lead to changes in fiscal, monetary or exchange control policies, and can exacerbate other pre-existing political, social and economic risks.
- (q) The Trust may be exposed to physical and transition environmental risks. Physical risk may arise from the impact of weather events and long-term or widespread environmental changes, whereas transition risk may arise from the process of adjustment to an environmentally sustainable economy, including changes in public policies, disruptive technological developments, and shifts in consumer and investor preference. The impact of environmental events and conditions may vary depending on the type, extent and time horizon of the events, prevailing market conditions and other factors.

(r) **Stock Connect risks**

The Trust may invest and have direct access to certain eligible China "A" shares via the Stock Connects (as defined below).

The Shanghai-Hong Kong Stock Connect is a securities trading and clearing links programme developed by Hong Kong Exchanges and Clearing Limited ("**HKEx**"), Shanghai Stock Exchange ("**SSE**") and China Securities Depository and Clearing Corporation Limited ("**ChinaClear**"). It comprises a Northbound Shanghai Trading Link and a Southbound Hong Kong Trading Link. Under the Northbound Shanghai Trading Link, Hong Kong and overseas investors (including the Trust), through their Hong Kong brokers and a securities trading service company established by the Stock Exchange of Hong Kong Limited ("**SEHK**"), may be able to trade eligible China "A" shares listed on SSE by routing orders to SSE.

The Shenzhen-Hong Kong Stock Connect is a securities trading and clearing links programme developed by HKEx, Shenzhen Stock Exchange ("**SZSE**") and ChinaClear. It comprises a Northbound Shenzhen Trading Link and a Southbound Hong Kong Trading Link. Under the Northbound Shenzhen Trading Link, Hong Kong and overseas investors (including the Trust), through their Hong Kong brokers and a securities trading service company established by SEHK, may be able to trade eligible China "A" shares listed on the SZSE by routing orders to SZSE.

The Shanghai-Hong Kong Stock Connect, the Shenzhen-Hong Kong Stock Connect and any other similar programme(s) which may be introduced from time to time, will collectively be referred to as the "**Stock Connects**". The aim of the Stock Connects is to achieve mutual stock market access between the People's Republic of China (excluding the Hong Kong Special Administrative Region ("**Hong Kong**"), Macau Special Administrative Region and Taiwan) (for the purposes of this section, "**PRC**" or "**China**") and Hong Kong.

Further information on the Stock Connects is available from the website: [https://www.hkex.com.hk/Mutual-Market/Stock-Connect?sc\\_lang=en](https://www.hkex.com.hk/Mutual-Market/Stock-Connect?sc_lang=en).

**Where the Trust invests through the Stock Connects, it will be subject to additional risks. Some of the risks are described below and you should refer to the information published from time to time on the websites of HKEx, the Securities and Futures Commission of Hong Kong, the China Securities Regulatory Commission and the SSE/SZSE.**

(i) Quota limitations risk

The Stock Connects are subject to quota limitations. Trading under the Stock Connects will be subject to a daily quota ("**Daily Quota**"), which will apply on a "net buy" basis. In particular, once the remaining balance of the Northbound Daily Quota drops to zero or the Northbound Daily Quota is exceeded during the opening call auction session, new buy orders will be rejected (though investors will be allowed to sell their cross-boundary shares regardless of the quota balance). Therefore, quota limitations may restrict the Trust's ability to invest in China "A" shares through the Stock Connects on a timely basis and the Trust may not be able to effectively pursue its investment strategies.

(ii) Suspension risk

Each of the SEHK, SSE and SZSE reserves the right to suspend Northbound and/or Southbound trading if necessary for ensuring an orderly and fair market and that risks are managed prudently. Consent from the relevant regulator would be sought before a suspension is triggered. Where a suspension in the Northbound trading through any of the Stock Connects is effected, the Trust's ability to access the PRC market will be adversely affected.

(iii) Differences in trading days

The Stock Connects only operate on days when the relevant PRC stock exchange and the SEHK are both open for trading, and when banks in the relevant PRC market and in Hong Kong are both open on the corresponding settlement days. For example, it is possible that there are occasions when it is a normal trading day for the relevant PRC stock exchange but the SEHK is closed and overseas investors (such as the Trust) cannot carry out any China "A" shares trading. Due to the differences in trading days, the Trust may be subject to a risk of price fluctuations in China "A" shares on a day that the relevant PRC stock exchange is open for trading but the SEHK is closed (or vice versa).

(iv) Operational risk

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

Market participants generally have configured and adapted their operational and technical systems for the purpose of trading China "A" shares through the Stock Connects. However, it should be appreciated that the securities regimes and legal systems of the two (2) markets differ significantly and in order for the programmes to operate, market participants may need to address issues arising from the differences on an on-going basis.

Further, the "connectivity" in the Stock Connects requires routing of orders across the border. The SEHK has set up an order routing system ("**China Stock Connect System**") to capture, consolidate and route the cross-boundary orders input by exchange participants. There is no assurance that the systems of the SEHK and the market participants will function properly or will continue to be adapted to changes and developments in both markets. If the relevant systems fail to function properly, trading in both markets through the Stock Connects could be disrupted and the Trust's ability to access the China "A" shares market will be adversely affected.

(v) Restrictions on selling imposed by front-end monitoring

PRC regulations require that before an investor sells any share, there should be sufficient shares in the account; otherwise SSE or SZSE will reject the sell order concerned. SEHK will carry out pre-trade checking on China "A" shares sell orders of its participants (i.e. the stock brokers) to ensure there is no over-selling.

Generally, if the Trust desires to sell certain China "A" shares it holds, it must transfer those China "A" shares to the respective accounts of its brokers before the market opens on the day of selling ("**Trading Day**") unless its brokers can otherwise confirm that the Trust has sufficient China "A" shares in the accounts. If it fails to meet this deadline, it will not be able to sell those shares on the Trading Day. Because of this requirement, the Trust may not be able to dispose of holdings of China "A" shares in a timely manner.

However, the Trust may request a custodian to open a special segregated account ("**SPSA**") in CCASS (the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited ("**HKSCC**") for the clearing of securities listed or traded on SEHK) to maintain its holdings in China "A" shares under the enhanced pre-trade checking model. Each SPSA will be assigned a unique "Investor ID" by CCASS for the purpose of facilitating China Stock Connect System to verify the holdings of an investor (such as the Trust). There must be sufficient holding in the SPSA when a broker inputs the Trust's sell order in order for the Trust to dispose of its holdings of China "A" shares (as opposed to the practice of transferring China "A" shares to the

broker's account under the current pre-trade checking model for non-SPSA accounts). Opening of the SPSA accounts for the Trust will enable it to dispose of its holdings of China "A" shares in a timely manner.

(vi) Recalling of eligible shares

When a share is recalled from the scope of eligible shares for trading via the Stock Connects, the share can only be sold but is restricted from being bought. This may affect the investment portfolio or strategies of the Trust, for example, when the Trust wishes to purchase a share which is recalled from the scope of eligible shares.

(vii) Custody, clearing and settlement risks

The HKSCC, a wholly-owned subsidiary of HKEx, will be responsible for the clearing, settlement and the provision of depository, nominee and other related services of the trades executed by Hong Kong market participants and investors. The China "A" shares traded through the Stock Connects are issued in scripless form, so investors will not hold any physical China "A" shares. Hong Kong and overseas investors (including the Trust) who have acquired shares on the SSE or the SZSE through Northbound trading should maintain the shares with their brokers' or custodians' stock accounts with CCASS.

HKSCC and ChinaClear have established the clearing links and each is a participant of the other to facilitate the clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market will on the one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house.

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

(viii) Participation in corporate actions and shareholders' meetings

Notwithstanding the fact that HKSCC does not claim proprietary interests in the China "A" shares held in its omnibus stock account in ChinaClear, ChinaClear as the share registrar for SSE/SZSE listed companies will still treat HKSCC as one of the shareholders when it handles corporate actions in respect of such shares.

HKSCC will monitor the corporate actions affecting the China "A" shares and keep the relevant brokers or custodians participating in CCASS ("**CCASS participants**") informed of all such corporate actions that require CCASS participants to take steps in order to participate in them. The HKSCC will keep CCASS participants informed of corporate actions of the shares. Where the articles of association of a listed company do not prohibit the appointment of proxy/multiple proxies by its shareholder, HKSCC will make arrangements to appoint one or more investors as its proxies or representatives to attend shareholders' meetings when instructed. Further, investors (with holdings reaching the thresholds required under the PRC regulations and the articles of associations of listed companies) may, through their CCASS participants, pass on proposed resolutions to listed companies via HKSCC under the CCASS rules. HKSCC will pass on such resolutions to the companies as shareholder on record if so permitted under the relevant regulations and requirements. Hong Kong and overseas investors (including the Trust) are holding the shares traded via the Stock Connects through their brokers or custodians, and they will need to comply with the arrangement and deadline specified by their respective brokers or custodians (i.e. CCASS participants). The time

for them to take actions for some types of corporate actions of the shares may be very short. Therefore, it is possible that the Trust may not be able to participate in some corporate actions in a timely manner.

(ix) Nominee arrangements in holding China "A" shares

HKSCC is the nominee holder of the China "A" shares acquired by Hong Kong and overseas investors (including the Trust) through the Stock Connects. The current Stock Connects rules expressly provide for the concept of a "nominee holder" and there are other laws and regulations in the PRC which recognise the concepts of "beneficial owner" and "nominee holder". Although there is reasonable ground to believe that an investor may be able to take legal action in its own name to enforce its rights in the courts in the PRC if it can provide evidence to show that it is the beneficial owner of shares and that it has a direct interest in the matter, investors should note that some of the relevant PRC rules related to nominee holder are only departmental regulations and are generally untested in the PRC. There is no assurance that the Trust will not encounter difficulties or delays in terms of enforcing its rights in relation to China "A" shares acquired through the Stock Connects. However, regardless of whether a beneficial owner of shares under the Stock Connects is legally entitled to bring legal action directly in the PRC courts against a listed company to enforce its rights, HKSCC is prepared to provide assistance to the beneficial owners of the shares where necessary.

(x) Currency risk

As the Trust is denominated in non-RMB currency, the performance of the Trust may be affected by movements in the exchange rate between RMB (i.e. the currency in which the China "A" shares are traded and settled) and non-RMB currency. The Trust may, but is not obliged to, seek to hedge foreign currency risks. Failure to hedge foreign currency risks may result in the Trust suffering from exchange rate fluctuations but, even if undertaken, such hedging may be ineffective.

(xi) Regulatory risk

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

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

(xii) Short selling

Hong Kong and overseas investors (including the Trust) are prohibited from naked short selling in China "A" shares (when investing via the Northbound trading). Such prohibition may have an impact on the market sentiment which may in turn affect the performance of the Trust. It is impossible to predict whether such an impact caused by the prohibition on naked short selling will be positive or negative for the Trust.

(xiii) Arrangement under severe weather conditions

In the case of any contingency, such as when a typhoon signal No. 8 or above or a black rainstorm warning is issued in Hong Kong that results in the suspension or delay of services, or when the trading day or trading hour is different between China and Hong Kong, investors (including the Trust) may only be able to cancel orders for the purchase

of shares and enquire transaction order status via electronic communication (for instance, via internet banking). If communication between the HKEx and the SSE/SZSE is interrupted and the Trust fails to successfully transmit the cancellation requests pertaining to its existing orders in such cases of contingency, the Trust will still be responsible for the liability of settlement if the orders are matched and executed.

(xiv) Investor compensation

Investments of the Trust through Northbound trading under Stock Connect will not benefit from any local investor compensation schemes nor will they be covered by Hong Kong's Investor Compensation Fund.

On the other hand, since the Trust investing via Stock Connect is carrying out Northbound trading through securities brokers in Hong Kong but not PRC brokers, it is not protected by the China Securities Investor Protection Fund in the PRC.

(xx) Tax Consideration

Pursuant to the Notice of the Ministry of Finance, the State Administration of Taxation, and the China Securities Regulatory Commission on Taxation Policies concerning the Pilot Program of an Interconnection Mechanism for Transactions in the Shenzhen and Hong Kong Stock Markets (Cai Shui [2014] No. 81) and (Cai Shui [2016] No. 127), foreign investors investing in China "A" shares listed on the SSE through the Shanghai-Hong Kong Stock Connect and those listed on the SZSE through the Shenzhen-Hong Kong Stock Connect would be temporarily exempt from Mainland China Enterprise Income Tax ("EIT") and Value-added tax ("VAT") on the gains on disposal of such A-Shares. Dividends would be subject to Mainland China EIT on a withholding basis at 10%, unless reduced under a double tax treaty with Mainland China upon application to and obtaining approval from the competent tax authority. However, such tax exemption on gains derived from trading of China "A" shares via the Stock Connect under Notice No. 81 and Notice No. 127 was granted on a temporary basis and there is no assurance that the Trust will continue to enjoy the tax exemption over a long period of time. If the exemption under Notice No. 81 and Notice No. 127 is withdrawn, or if guidance is issued in relation to the tax position for China "A" shares traded via the Stock Connect which differs from the current practice, any tax on capital gains derived from the trading of China "A" shares via the Stock Connect may be directly borne by the Trust and may result in a substantial impact to the Trust's net asset value. It is possible that any future announcement by the PRC tax authority may subject the Trust to unforeseen tax obligations, which may have retrospective effect.

***Risks associated with the Small and Medium Enterprise Board of the SZSE ("SME Board") and/or ChiNext Board of the SZSE ("ChiNext Board") and Science and Technology Innovation Board of the SSE ("STAR Market")***

The Trust may have exposure to shares listed on SME Board and/or ChiNext Board and/or STAR Market and such investments may result in significant losses for the Trust. Some of the risks are described below:

(i) Higher fluctuation on stock prices

Listed companies on the SME Board and/or ChiNext Board and/or STAR Market are usually of emerging nature with smaller operating scale and also supports high-tech and strategic emerging industries. Hence, they are subject to higher fluctuation in share prices and liquidity and have higher risks and turnover ratios than companies listed on the Main Board of the SZSE or SSE ("**Main Boards**").

(ii) Over-valuation risk

Shares listed on SME Board and/or ChiNext Board and/or STAR Market may be overvalued and such exceptionally high valuation may not be sustainable. Share prices

may be more susceptible to manipulation due to fewer circulating shares.

(iii) Differences in regulation

The rules and regulations regarding companies listed on ChiNext Board are less stringent in terms of profitability and share capital than those in the Main Boards, SME Board and STAR Market.

(iv) Delisting risk

It may be more common and faster for companies listed on the SME Board and/or ChiNext Board to delist. This may have an adverse impact on the Trust if the companies that it invests in are delisted.

### **9.3 Financial derivatives**

The use of financial derivatives may entail greater risks than direct investment in the underlying assets. Descriptions of the risk factors and relevant risk management process that commensurate with the use of financial derivatives for the Trust are detailed below:

(a) Market risk

The Value of the Trust will change with the market value of the investments it holds. Investors in the Trust are exposed to the same risks that investors who invest directly in the underlying investments would face. These risks include, interest rate risk, credit (risk of a default by the underlying issuer of a security) and currency risks.

Interest-rate risk results from changes in the yield curve, from changes in interest rate volatility and from the passage of time.

An investment in fixed income instruments is subject to the credit risk of the issuers, which may be unable or unwilling to make timely payments of principal and/or interest.

Currency risk includes the pure price risk for open positions and the swap rate risk that is also incurred on closed positions if the maturities of the obligations to make and take delivery provided for under the transaction and the counter-transaction do not match. The currency risk is influenced by the volatility of exchange rates and by the interest rates and yield curves in the different currencies.

(b) Liquidity risk

Liquidity risk is the risk that positions cannot be liquidated or closed at a fair market price. Possible reasons for this may be that a corresponding counterparty cannot be found, the number of market participants is too small or the volume traded is insufficient or, quite generally, that market disruptions have occurred. The risk of failing to find a counterparty at the desired time applies particularly to "over-the-counter" ("**OTC**") transactions. OTC transactions are geared to the individual requirements of two (2) contracting parties. This tailor-made type of contract may result in the tradability of the instruments on the secondary market being severely restricted, so that it may not be possible to close OTC financial derivatives or to sell them to other market participants. A counterparty with exactly the same interests as those catered to in the contract negotiated has to be found. It is more difficult to find a new counterparty to a contract that is tailor-made to the requirements of the original counterparty. The transferability of financial derivatives to third parties is usually subject to the consent of the counterparty.

(c) Counterparty risk

With financial derivative transactions, the size of the counterparty risk exposure cannot be assessed on the nominal amount. While the amount at risk may be well below the nominal amount, it may also be well above it. OTC business is particularly affected by counterparty risk as contracts are concluded bilaterally between two parties without involving a clearing house.

The creditworthiness of the counterparty may change very quickly during the term of the contract. Counterparty risk may be reduced by carefully and consistently monitoring the creditworthiness of the counterparty.

(d) Settlement risk

Settlement risk results from the fact that today's settlement systems do not guarantee simultaneous performance and counter-performance. Performance of mutual obligations may also be carried out through third party intermediaries who deal with the settlement. Depending on market practice, settlement may take place two (2) or more days after the transaction.

There is the danger that both parties duly perform their side of the contract but do not receive the promised counter-performance or receive it late because of a default by a third party involved in the settlement, e.g. default of the bank involved in the payment process. There is also the danger that only one party duly performs its side of the contract but, for system reasons or due to the involvement of a third party intermediary, it cannot determine if the other party has performed or performed on time.

These dangers may give rise to liquidity problems or replacement costs. A delayed performance may mean that monies cannot be drawn on and invested on time and this could, for example, result in a loss of interest on the financing side. Non-performance (i.e. counterparty default) could mean that the failed transaction will have to be replaced. The losses may have to be borne by one or more of the parties involved.

(e) Legal risk

Legal risk increases if OTC transactions are not documented under recognised master agreements, as this increases the risk of questions arising in connection with the transaction. If OTC transactions are concluded under a master agreement with a netting agreement, there is the risk that the netting agreement may not be enforceable if the contracting party becomes insolvent, giving the insolvency administrator a right to choose alternative netting arrangements. If financial derivative transactions are concluded internationally, the question of which legal regime to apply in deciding a particular legal issue may arise. Assessing a legal question under a foreign legal regime may pose problems. Additional risk may also arise if legal action has to be taken. Legal questions relating to financial derivatives often cover new and untested legal issues.

## **9.4 Risk management process**

The global exposure of the Trust to financial derivatives or embedded financial derivatives (if any) will not exceed 100% of the Value of the Trust at all times. We currently apply a commitment approach to determine the Trust's global exposure to financial derivatives by converting the positions in the financial derivatives into equivalent positions in the underlying assets embedded in those financial derivatives and will calculate such exposures in accordance with Appendix 1 of the Code on Collective Investment Schemes issued by MAS (the "**Code**").

We and the Sub-Managers will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented, and that we and the Sub-Managers have the necessary expertise to control and manage the risks relating to the use of financial derivatives. We and the Sub-Managers may modify the risk management and compliance procedures and controls as we deem fit and in the interests of the Trust.

We and the Sub-Managers have also established internal exposure limits for the Trust to various financial derivatives such as futures contracts. Such product specific limits are closely monitored by a team of staff independent of the investment management team. Further, all hedged positions will be reviewed by us on a regular basis, which may result in rebalancing of the hedged positions.

To mitigate the risk of settlement failure originating from foreign exchange contracts, we and the Sub-Managers will generally close-out the outstanding forwards foreign exchange contract



using spot foreign exchange contract with the same counterparty.

There is proper segregation between the investment and back office functions. The dealing of financial derivatives is electronically captured and subject to "4-eyes" principles check within the investment team. We and the Sub-Managers will ensure all such trades are independently and properly accounted for, duly authorised, confirmed with the counterparty, as well as processed in a timely manner.

## **9.5 Risk management in relation to brokers and counterparties**

We and the Sub-Managers have established various procedures and controls to manage broker and counterparty risks. Currently, our policy is to select brokers on a competitive and best execution basis, and to review all counterparties initially and on an annual basis. Particular attention will be paid to factors such as capital adequacy, asset quality, management, earnings, liquidity and systemic vulnerability. Credit and settlement exposure limits are set for approved brokers and counterparties, and they are monitored on a regular basis.

## **9.6 Liquidity risk management**

We and the Sub-Managers (each a "**manager**" and collectively referred to in this paragraph as "**managers**") have each established a liquidity risk management framework which enables the identification, monitoring and management of the liquidity risks of the Trust and to ensure that the liquidity profile of the investments of the Trust will facilitate our ability to meet redemption requests. Such framework, combined with the liquidity management tools of the managers, also seeks to achieve fair treatment of Holders and safeguard the interests of remaining Holders in case of sizeable redemptions.

The managers' liquidity risk management framework takes into account the investment strategy, the liquidity profile, the redemption policy, the dealing frequency, the ability to enforce redemption limitations and the fair valuation policy of the Trust. These measures seek to ensure fair treatment and transparency for all investors.

The liquidity risk management framework involves monitoring the liquidity profile of investments held by the Trust on an on-going basis to ensure that such investments are appropriate to the redemption policy, and will facilitate compliance with our obligation to meet redemption requests. Further, the liquidity risk management framework includes details on periodic stress testing carried out by the managers to assess the liquidity risk of the Trust under normal and exceptional market conditions.

As a liquidity risk management tool, we may limit the number of Units to be realised or cancelled on any Dealing Day to 10% of the total number of Units then in issue in accordance with paragraph 13.6 of this prospectus. We may also suspend dealing in certain circumstances as stated in paragraph 16 of this prospectus.

## **9.7 Risk class**

We rate the riskiness of funds on a scale of 0 to 10. Factors that we consider include: the types of securities the fund invests in, the geographical and sector diversification of the fund, the volatility, the complexity of the instruments used (e.g. derivatives) and the liquidity profile of the fund.

<b>Risk Class</b>	<b>Types of Securities / Diversification / Volatility / Complexity / Liquidity</b>
0-1	Generally considered as very low risk / volatility / complexity / high liquidity.
2-4	Generally considered as low to moderate risk / volatility / complexity / high liquidity.
5-6	Generally considered as moderately high risk / volatility / complexity / medium liquidity.

<b>Risk Class</b>	<b>Types of Securities / Diversification / Volatility / Complexity / Liquidity</b>
7-10	Generally considered as moderately higher risk to high risk / volatility / complexity / medium to low liquidity.

The Trust is classified as Risk Class 8.

## **10. Subscription of Units**

### **10.1 Subscription procedure**

To subscribe for Units, you must submit a completed application form to us or our authorised distributors, or through the authorised distributors' ATMs or websites (if applicable).

You may pay for Units either with cash or Supplementary Retirement Scheme ("**SRS**") monies. If you wish to invest using SRS monies, you must indicate this on the application form and instruct the SRS operator bank to debit monies from your SRS account to pay for the subscription of Units.

Investors using SRS monies may not be registered as joint holders.

We have the absolute discretion to reject, in whole or in part, any application for Units without providing any reason.

### **10.2 Minimum subscription amounts**

The minimum subscription amounts for each class are set out in the table below. We may vary these amounts, either generally or in any particular case, upon prior notice to the Trustee.

<b>Class</b>	<b>Minimum initial subscription amount</b>	<b>Minimum subsequent subscription amount</b>
Class A Units	S\$1,000	S\$500
Class M Units	At our discretion	

### **10.3 Pricing and dealing deadline**

Units are issued on a forward pricing basis.

An application for the subscription of Units received and accepted by us by the Dealing Deadline<sup>2</sup> on a Dealing Day<sup>3</sup> is treated as received on that Dealing Day and Units will be issued at that Dealing Day's issue price. An application received and accepted after the Dealing Deadline on a Dealing Day or on a day that is not a Dealing Day, is treated as received on the next Dealing Day.

The issue price per Unit is ascertained by calculating the Value per Unit of the relevant class of Units in accordance with Clause 13(B)(ii) of the Deed.

The issue price will be determined in Singapore dollars. We will quote the issue price in Singapore dollars, and as we may decide, such other currency by converting the issue price to its equivalent in that foreign currency at the exchange rate determined in accordance with the provisions of the Deed.

<sup>2</sup> "**Dealing Deadline**" in relation to each Dealing Day, means 5.00 p.m. Singapore time (or such other time as we may decide).

<sup>3</sup> "**Dealing Day**" is every Business Day (i.e. any day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore).

#### 10.4 Numerical example of the calculation of Units allotted

The following is a hypothetical illustration of the number of Units that will be allotted with a gross investment amount of S\$1,000.00 at a notional issue price of S\$1.0000 and a Preliminary Charge of 5%:

S\$1,000.00	-	S\$50.00	=	S\$950.00
Gross investment amount		Preliminary Charge (5%)		Net investment amount
S\$950.00	÷	S\$1.0000	=	950.0000
Net investment amount		Issue price		Number of Units allotted

This is only an illustration and is not indicative of any future issue price. The actual issue price will fluctuate according to the then prevailing Value of the relevant class of Units.

There may be differences in the issue prices of the classes as the Management Fee rate and the Value per Unit may differ for each class.

#### 10.5 Confirmation of subscription

A confirmation note detailing your investment amount and the number of Units allotted will be sent to you, within seven (7) Business Days from the date of issue of Units.

### 11. Regular Savings Plan

A regular savings plan ("**RSP**") is available to investors of Class A Units only.

Investors who have made a minimum initial investment of S\$1,000 may participate in our RSP by paying a monthly (or such longer period) investment amount of not less than S\$100.

For RSP with a monthly subscription, Units will be allotted on the fifth (5<sup>th</sup>) calendar day of each month (the "**creation date**"). If the fifth (5<sup>th</sup>) calendar day does not fall on a Business Day, the creation date will be the next Business Day. Units will be allotted based on the terms set out in the application form for RSP.

- (a) For RSP using cash, subscription monies will be deducted from your bank account two (2) Business Days before the creation date.
- (b) For RSP using SRS monies, subscription monies are normally deducted within fourteen (14) calendar days from your account after the creation date depending on the processing time taken by the SRS operator banks.

For RSP with a longer periodic investment, we will (within a reasonable time after the application for RSP) decide and notify you of the timing for allotment and deduction of subscription monies.

You may cease participation in the RSP without suffering any penalty by giving us or our authorised distributors thirty (30) days' prior written notice (or such other notice period as we may determine). The notice period will not be longer than your RSP investment period.

We have the right to terminate your participation in the RSP by giving you at least fourteen (14) days' prior written notice.

### 12. Cancellation of Subscriptions by Investors

#### 12.1 Rights of cancellation and cancellation period

You have the right to cancel your subscription of Units within seven (7) calendar days (or such period permitted by MAS) from the Dealing Day on which the initial subscription was made (the

**"Cancellation Period").** This right of cancellation is available to first time investors and is not available to:

- (a) an investor who is not an individual; or
- (b) an existing Holder who subsequently subscribes for Units after the Cancellation Period; or
- (c) a participant in the RSP making a second or subsequent payment.

If the last day of the Cancellation Period falls on a Sunday or a public holiday in Singapore, the Cancellation Period will be extended to the next calendar day that is not a Sunday or a public holiday.

If you request to cancel your subscription for Units, you are deemed to cancel the entire subscription of Units and we are not obliged to cancel part only of your subscription of Units unless required to do so by any applicable law or regulation. Any such partial cancellation is subject to you maintaining the relevant minimum holding required as set out in paragraph 13.2 of this prospectus.

## **12.2 Procedure for cancellation**

Cancellation requests must be in writing and may be made on the cancellation form attached to the application form. A cancellation request must be submitted to us or our authorised distributors within the Cancellation Period (which is determined by the postmark for submissions made by ordinary post).

If you are not using the cancellation form, please ensure that you provide all of the following information on your written cancellation request:

- (a) your name, NRIC or passport number, address and telephone number, as supplied in the application form;
- (b) the application form number (if any) and date;
- (c) the total number of Units subscribed for under the application form; and
- (d) how the Units were subscribed for (i.e. whether by cash or SRS monies) and details of your SRS account (if applicable).

We may in our sole discretion, reject cancellation requests with insufficient or incomplete details.

A cancellation request must be received and accepted by us by the Dealing Deadline on the last day of the Cancellation Period in order to be treated as received within the Cancellation Period. A cancellation request received after such Dealing Deadline will be treated as received after the Cancellation Period.

Please note that SRS operator banks and other settlement agents are not authorised to receive cancellation requests.

You are to comply with any additional terms and conditions prescribed by our authorised distributors relating to the cancellation of Units stated in their relevant application and cancellation forms.

## **12.3 Cancellation proceeds**

The cancellation proceeds payable to you will be the lower of:

- (a) the aggregate of the value of the Units on the relevant Dealing Day based on the realisation price on such Dealing Day and the Preliminary Charge paid (if any) for such

Units (the "**Market Price**"); or

- (b) the total amount paid by you for the subscription of the Units (the "**Gross Investment Amount**").

If the Market Price is greater than the Gross Investment Amount, the difference will be retained by the Trust and will not be paid to you. If the Market Price is lower than the Gross Investment Amount, you will be paid the Market Price only. You may therefore not get back your original investment.

Any distributions declared during the Cancellation Period for the Units being cancelled, will be paid to you in accordance with the provisions of the Deed.

We or our authorised distributors may deduct an administration fee from the cancellation proceeds for expenses reasonably related to the subscription and cancellation.

#### **12.4 Payment of cancellation proceeds**

For subscriptions using cash, cancellation proceeds will be paid within seven (7) Business Days (or such longer period permitted by MAS) of our receipt and acceptance of the cancellation request unless the cancellation of Units has been suspended in accordance with paragraph 12.5 of this prospectus.

For subscriptions using SRS monies, cancellation proceeds will be paid after we have received the subscription monies.

Please note that you will bear the charges (if any) imposed by the SRS operator banks for the withdrawal of subscription monies and the payment of cancellation proceeds.

#### **12.5 Suspension of cancellation**

We have the right to suspend the cancellation of Units during any period when the issue, realisation or valuation of Units is suspended in accordance with paragraph 16 of this prospectus.

#### **12.6 Realisation and exchange of Units**

Subject to paragraph 13 of this prospectus, you may choose to realise your Units instead of cancelling them. However, you will not be entitled to any benefits that may apply to the cancellation of Units (i.e. there will be no refund of the Preliminary Charge and the applicable Realisation Charge may be levied). The realisation proceeds may be lower than the cancellation proceeds if any appreciation in the value of the Units is less than the Preliminary Charge and/or the Realisation Charge (if applicable).

No exchange of Units is allowed during the Cancellation Period.

### **13. Realisation of Units**

#### **13.1 Realisation procedure**

You may realise your Units by submitting a duly signed realisation request to us or our authorised distributors.

#### **13.2 Minimum holding and minimum realisation amounts**

You may realise your holding of Units in full or partially. If you realise part of your holding, you must meet a minimum realisation amount and maintain a minimum holding amount for the relevant class as stated in the table below. We may, where applicable, vary the minimum holding amount and/or the minimum realisation amount, either generally or in any particular case, in accordance with the provisions in the Deed.

Class	Minimum partial realisation	Minimum holding upon partial realisation either in terms of:	
		Number of Units	Number of Units which at the current issue price can be purchased for this amount
Class A	1,000 Units or the number of Units which at the current issue price can be purchased for S\$1,000	1,000 Units	S\$1,000
Class M	At our discretion		

### 13.3 Pricing and dealing deadline

Units are realised on a forward pricing basis.

A realisation request that is received and accepted by us by the Dealing Deadline on a Dealing Day is treated as received on that Dealing Day and Units will be realised at that Dealing Day's realisation price. A request received and accepted after the Dealing Deadline on a Dealing Day or on a day that is not a Dealing Day, is treated as received on the next Dealing Day.

The realisation price per Unit is ascertained by calculating the Value per Unit of the relevant class in accordance with Clause 16(F) of the Deed.

The realisation price will be determined in Singapore dollars. We will quote the realisation price in Singapore dollars and, as we may decide, such other currency by converting the realisation price to its equivalent in that foreign currency at the exchange rate determined in accordance with the provisions of the Deed.

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

The following is a hypothetical illustration of the net realisation proceeds payable on a realisation of 1,000 Units, at a notional realisation price of S\$0.9000 and a Realisation Charge of 0%:

1,000 Units	x	S\$0.9000	=	S\$900.00
Your realisation request		Realisation price		Gross realisation proceeds
S\$900.00	-	S\$0.00	=	S\$900.00
Gross realisation proceeds		Realisation Charge (0%)		Net realisation proceeds

This is only an illustration and is not indicative of any future realisation price. The actual realisation price will fluctuate according to the then prevailing Value of the relevant class of Units.

There may be differences in the realisation prices of the classes as the Management Fee rate and the Value per Unit may differ for each class.

### 13.5 Payment of realisation proceeds

Realisation proceeds will be paid within seven (7) Business Days (or such longer period permitted by MAS) of our receipt and acceptance of the realisation request unless the realisation of Units has been suspended in accordance with paragraph 16 of this prospectus.

### 13.6 Limits on realisation

We have the discretion to limit the total number of Units to be realised or cancelled on any Dealing Day to 10% of the total number of Units then in issue. Such limitation will be applied pro rata to all Holders. Any Units not realised or cancelled will be realised or cancelled on the next Dealing Day, subject to the same limitation.

### 13.7 Compulsory realisation

We (in consultation with the Trustee) may compulsorily realise your Units if you have acquired or are holding the Units:

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

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

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

## 14. Exchange of Units

You may exchange all or part of your holding of Units for units in any other Singapore authorised unit trust managed by us (in this paragraph, the "**new fund**") or for Units in another class within the Trust.

We have the absolute discretion to reject, in whole or in part, any request for the exchange of Units without providing any reason. Specifically, the exchange of Units is not permitted between Units/units denominated in different dealing currencies or during the Cancellation Period described in paragraph 12 of this prospectus.

The exchange of Units will be subject to compliance with the requirements relating to the subscription and realisation of units applicable to the Trust and the new fund, as well as any applicable preliminary or realisation charges (which may be discounted or waived by the relevant authorised distributor in its discretion). Please contact us or our authorised distributors if you wish to exchange your Units.

## **15. Obtaining Prices of Units**

The Units will be valued on each Dealing Day.

The indicative issue price and realisation price of Units are available on our website at [www.ifastfm.com](http://www.ifastfm.com), normally within two (2) Business Days of the transaction date. If it is not available, you may request for the information from us.

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

## **16. Suspension of Dealing**

**16.1** We may, after consultation with the Trustee and subject to the requirements of the Code, suspend the issue, realisation and/or cancellation of Units by Holders and the calculation of the Value of Units during:

- (a) any period when the Recognised Stock Exchange or the Other Stock Exchange on which any Authorised Investments forming part of the 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;
- (b) the existence of any state of affairs which, in our opinion, might seriously prejudice the interests of the Holders (whether of a particular class or of the Trust) as a whole or of the Deposited Property (whether or not of any particular class or of the Trust);
- (c) 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 Stock Exchange or Other Stock Exchange or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
- (d) any period when the remittance of monies which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in our opinion, be carried out at normal rates of exchange;
- (e) any forty-eight (48) hour period (or such longer period as we and the Trustee may agree) prior to the date of any meeting or adjourned meeting of Holders;
- (f) any period where dealing of Units is suspended pursuant to any order or direction of MAS;
- (g) any period when our or the Trustee's business operations in relation to the operation of the Trust are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, revolutions, insurrections, civil unrests, strikes or acts of God; or
- (h) in exceptional circumstances where such suspension is in the interest of the Holders of the Trust.

Subject to the provisions of the Code, the suspension will take effect immediately upon our written declaration to the Trustee and will terminate upon our written declaration as soon as practicable when the condition giving rise to the suspension ceases to exist and no other conditions under which suspension is authorised under paragraph 16 exists, and in any event,



within such period as may be permitted by the Code. The period of suspension may be extended in accordance with the Code.

**16.2** Subject to the requirements of the Code, we or the Trustee may in certain situations suspend the realisation of Units, as summarised below:

- (a) If we determine (after consulting the Trustee) that it would be detrimental to remaining Holders of the Trust to realise or continue to realise Units of a class at a price ascertained on the basis of the Value of the Deposited Property of such class, we may substitute the same with such amount as determined in accordance with Clause 16(F) of the Deed. We may temporarily suspend the realisation of Units in relation to that class solely for the purpose and during any period of consultation or adjustment arising from above.
- (b) If the realisations (net of issues) on any day should cause the number of Units relating to a class in issue or deemed to be in issue to fall more than a certain percentage (as determined by us but being at least 10%), we may in accordance with Clause 16(I) of the Deed and with a view to protecting the interest of all Holders of that class, elect to realise Units of that class at a price that reflects a fairer value for the Deposited Property attributable to that class. Upon giving notice to the affected Holders within two (2) Business Days after that day, we may suspend the realisation of those Units to effect an orderly realisation of Authorised Investments.

**16.3** Please refer to Clause 16(F) and 16(I) of the Deed for details of the application of the above provisions and for the full meaning of the terms **Recognised Stock Exchange**, **Other Stock Exchange**, **Deposited Property**, **Authorised Investments** and **Value**.

**17. Performance of the Trust and Benchmark**

**17.1 Past performance of the Trust and its benchmark (as of 31 May 2023)**

<b>Class A</b> (incepted on 14 November 1994)	<b>1 Year</b> (%)	<b>3 Years</b> (%)	<b>5 Years</b> (%)	<b>10 Years</b> (%)	<b>Since Inception</b> (%)
NAV-to-NAV (adjusted)	-19.71	-5.08	-3.81	1.58	4.02
NAV-to-NAV (unadjusted)	-15.48	-3.44	-2.82	2.10	4.20
Benchmark	-10.45	-0.46	-1.24	4.03	3.54

Notes:

The performance figures are calculated according to the following methods:

- (1) **"NAV-to-NAV (adjusted)"** – Performance calculations are based on offer-to-bid pricing up until 7 November 2004 before the Trust was converted from dual pricing to single pricing basis. With effect from 8 November 2004, performance calculations are based on an NAV-to-NAV pricing (adjusted to take into account any Preliminary Charge and Realisation Charge).
- (2) **"NAV-to-NAV (unadjusted)"** – Performance calculations are based on NAV-to-NAV basis (without adjustments).
- (3) Performance figures of the Trust are calculated in Singapore dollars and on the basis of dividends (if any) reinvested taking into account all charges which would have been payable upon such reinvestment. For periods exceeding one (1) year, calculations are on an average annual compounded basis.

- (4) Returns on the benchmark are calculated in Singapore dollars. The benchmark figures are from Datastream.

Up until 4 August 2022, the benchmark against which the performance of the Trust was measured is the MSCI AC Far East Free Ex Japan Total Return, with Gross Dividends Reinvested.

With effect from 5 August 2022, the benchmark has been changed to MSCI AC Asia ex Japan Index (Net Total Return) to better align the benchmark with the Trust's existing investment objective and universe.

As at 31 May 2023, Class M has not been incepted and a track record of at least one (1) year is not available in respect of Class M.

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

## **17.2 Expense ratio for the year ended 31 December 2022**

The expense ratio of Class A is 1.50%.

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

## **17.3 Turnover ratio for the year ended 31 December 2022**

The turnover ratio of the Trust is 103.71%.

Turnover ratio is calculated based on the lesser of purchases or sales of underlying investments of the Trust expressed as a percentage of daily average Value.

## **18. Soft Dollar Commissions and Arrangements**

- 18.1** We and the Sub-Managers (collectively referred to in paragraph 18 and 19 as "**managers**" and each, a "**manager**") may receive or enter into soft-dollar commissions or arrangements in respect of the Trust. The managers will comply with applicable regulations and industry standards on soft-dollars. The soft-dollar commissions that the managers may receive include specific advice as to the advisability of dealing in, or the value of any investments, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses, data and quotation services, computer hardware and software or any other information facilities to the extent that they are used to support the investment decision making process, the giving of advice, or the conduct of research or analysis, and custodial service in relation to the investments managed for clients.

- 18.2** Soft-dollar commissions or arrangements received will not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries or direct money payments.
- 18.3** The managers will not accept or enter into soft dollar commissions or arrangements unless such soft-dollar commissions or arrangements would, in the opinion of the relevant manager, assist in its management of the Trust, provided that the relevant manager will, to the extent of its management of the Trust, 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 or arrangements.
- 18.4** The managers may directly or indirectly enter into arrangements with the brokers, to transfer (either immediately or after a time delay) portions of the payments they receive for the purchase or sale of assets to third parties that will then provide research or analytical services to the managers. These arrangements (called "**commission-sharing agreements**") are used by the managers for the purpose of managing the Trust. The managers will use the services specified above in accordance with the conditions set out in paragraphs 18.1 to 18.3 of this prospectus.

## **19. Conflicts of Interest**

- 19.1** To the best of our knowledge, the managers are not in any position of conflict in relation to the Trust. The managers and their directors are not in a position of conflict when managing the Trust and other funds as the various funds have different investment universes and investment restrictions. To the extent that there are overlapping investment objectives, the managers will, as far as is practicable, endeavour to allocate the same securities holdings in such overlapping areas on a pro-rata basis among the funds.
- 19.2** The managers and the Trustee will conduct all transactions with or for the Trust at arm's length. Subject to the Code, the associates of the managers and/or associates of the Trustee may be engaged to provide banking, brokerage or financial services to the Trust; or buy, hold and deal in any investments; or enter into contracts or other arrangements with the managers and/or the Trustee and they may make profits from these activities. Any such services will be provided on an arm's length basis.
- 19.3** The managers and their directors, their related entities and employees may hold Units in the Trust.
- 19.4** The directors of the managers may from time to time, act as (or be a director or employee of) entities which provide services to the Trust. It is therefore possible that the directors may in the course of their business, directorships or occupation, have potential conflicts of interest with the Trust. In such instances, the directors will have regard to their duties and obligations as directors of the managers.
- 19.5** The Sub-Managers are part of a financial group, and the Sub-Managers and their affiliates provide the full suite of financial services to clients, and act simultaneously for a number and range of clients with various interests, requirements and positions.
- 19.6** Other than the Trust, the Sub-Managers are also the sub-managers of other collective investment schemes.
- 19.7** The Sub-Managers may from time to time have to deal with competing or conflicting interests arising from such other funds managed by the Sub-Managers. For example, the Sub-Managers may make a purchase or sale decision on behalf of some or all of the other funds managed by the Sub-Managers 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 Sub-Managers will use their 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 the relevant investment guidelines of the other funds managed by the Sub-Managers and the Trust, the Sub-Managers will endeavour to ensure that securities bought and sold will be allocated proportionately as far as possible among

the other funds managed by the Sub-Managers and the Trust. The Sub-Managers may also transact on the Trust's behalf with its affiliates. The Sub-Managers intend to deal with any conflicts of interests in a manner consistent with any applicable guidelines which may be issued from time to time by the Investment Management Association of Singapore.

- 19.8** The Sub-Managers are of the view that they are not in a position of conflict in managing their other funds as these funds and the Trust have different investment universes and investment restrictions. To the extent that there are overlapping investment objectives, the Sub-Managers will, as far as practicable, endeavour to have the same securities holdings for such overlapping areas with such securities allocated on a pro-rata basis among the relevant funds. The Sub-Managers will conduct all transactions with or for the Trust at arm's length. Subject to the investment guidelines of the Trust, the Trust may also invest in other funds managed by the Sub-Managers and/or its affiliates. In respect of voting rights where the Sub-Managers may face a conflict between their own interest and that of the Holders, the Sub-Managers shall cause such voting rights to be exercised in consultation with the Managers.
- 19.9** The Sub-Managers or their affiliates (together the "**Parties**") are or may be involved in other financial, investment and professional activities (including but not limited to providing discretionary investment management or investment advisory services to other clients) which may on occasion cause conflicts of interest with the management of the Trust. Notwithstanding paragraph 19.8 above, the Parties will be free, in their absolute discretion, to make recommendations to others, or effect transactions on behalf of themselves or for others which may be the same as or different from those effected for the Trust, and to do so prior to, at the same time as, or after effecting such transactions. The Parties shall not be obliged to purchase, retain or sell for the Trust any security which the Parties may purchase, retain or sell on behalf of themselves or for others, or which the Parties may recommend to others to purchase, retain or sell. Furthermore, the Parties shall be free to purchase, sell, deal in or compete for the same financial instruments as the Trust or to take positions opposite to the positions of the Trust, on behalf of themselves or for others, or to recommend others to take positions opposite to the position of the Trust. Each of the Parties will ensure that the performance of their respective duties will not be impaired by any such involvement. If a conflict of interest does arise, the Parties will endeavour to ensure that it is resolved fairly and in the interest of the Holders.

## **20. Reports**

The financial year-end for the Trust is 31 December.

The following documents will be prepared and sent (by post or electronic means, as may be permitted under the Code) or made available to Holders within the periods stated below:

<b>Document</b>	<b>Period</b>
Annual report, annual accounts and the auditor's report on the annual accounts	Three (3) months of the financial year-end
Semi-annual accounts and semi-annual reports	Two (2) months of the financial half-year end

The periods stated above may be extended if permitted by MAS.

You may obtain hard copies of the reports and accounts from us upon request.

## **21. Exemptions from Liability**

The Deed contains certain exemptions and indemnities in favour of the Trustee and/or us. Some of these provisions are extracted below for your information:

- (a) 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.

- (b) The Trustee and the Managers shall each be entitled to act in any manner 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. Neither the Trustee nor the Managers shall incur any liability to the Holders for doing or (as the case may be) failing to do any act or thing by reason of the above. 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.
- (c) 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 (sent by mail, facsimile, electronic mail 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.
- (d) 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.
- (e) Nothing contained in the Deed shall be construed so as to prevent the Managers and the Trustee in conjunction or the Managers or the Trustee separately from acting as managers or trustee of trusts separate and distinct from the Trust.
- (f) Neither the Trustee nor the Managers shall be responsible for acting upon any resolution purporting to have been passed at any meeting of the Holders in respect whereof minutes shall have been made and signed even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders.
- (g) The Trustee shall be responsible for the safe custody of the Deposited Property. Any Authorised Investments forming part of the Deposited Property shall, whether in bearer or registered form, be paid or transferred to or to the order of the Trustee forthwith on receipt by the Managers and be dealt with as the Trustee may think proper for the safe custody thereof. The Trustee may from time to time upon notification in writing to the Managers appoint such person or persons as it thinks fit (including itself or its Associates (as defined in the Deed)) as agents, nominees, custodians (where the Trustee is not acting as custodian) or (if the Trustee is acting as custodian) sub-custodians in respect of any of the Deposited Property, and the fees and expenses of such agents, nominees, custodians and sub-custodians (collectively "**Custodians**" and each, a "**Custodian**") shall be paid out of the Deposited Property. Subject to subparagraph (h) below, the Trustee shall remain liable for any act or omission of any agent, nominee, custodian or sub-custodian with whom bearer Authorised Investments or documents of title to registered Authorised Investments are deposited as if the same were the act or omission of the Trustee. Any Authorised Investment in registered form shall as soon as reasonably practicable after receipt of the necessary documents by the

Trustee, be registered in the name of the Trustee and/or its nominee and shall remain so registered until disposed of pursuant to the Deed. Subject as aforesaid, the Trustee shall retain the documents of title to all Authorised Investments held upon the trusts of the Deed in its possession in safe custody.

The following provisions will be added with effect from 6 January 2016:

The Trustee may at any time procure that:

- (i) the Trustee;
- (ii) any officer of the Trustee jointly with the Trustee;
- (iii) any nominee appointed by the Trustee;
- (iv) any such nominee and the Trustee;
- (v) any custodian, joint custodian or sub-custodian appointed;
- (vi) any company operating a depository or recognised clearing system in respect of the Deposited Property; or
- (vii) any broker, financial institution or other person with whom the sum is deposited in order to satisfy any requirement to deposit margin or security,

take delivery of and retain and/or be registered as proprietor of any Authorised Investments in registered form held upon the trusts of the Deed.

Notwithstanding anything contained in the Deed:

- (i) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any depository or clearing system with which Authorised Investments may be deposited or any broker, financial institution or other person with whom Authorised Investments are deposited in order to satisfy any margin requirement;
  - (ii) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any agent, nominee, Custodian, joint custodian or sub-custodian appointed by the Trustee except where the Trustee has failed to exercise reasonable skill and care in the selection, appointment and monitoring of such appointee (having regard to the market in which the relevant appointee is located and the applicable law prevailing in such market) or the Trustee is in wilful default; and
  - (iii) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any sub-custodian not appointed by it.
- (h) The Trustee may act upon any advice 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. 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, agent or other person as aforesaid or of the Managers. Any such advice or information may be obtained or sent by letter, telegram, telex, facsimile, or electronic form and the Trustee shall not be liable for acting on any advice or information purported to be conveyed by any such letter, telegram, telex, facsimile or electronic form although the same contains some error or is not authentic.
- (i) The Trustee shall not incur any liability for any loss which a Holder may suffer by the reason of any depletion in the Value of the Deposited Property which may result from any securities lending transaction effected pursuant to Clause 18(P) of the Deed and shall be indemnified out of and have recourse to the Deposited Property in respect thereof.

- (j) The Managers shall be entitled to exercise all rights of voting conferred by any of the Deposited Property in what they may consider to be in the best interests of the Holders, but neither the Managers nor the Trustee shall be under any liability or responsibility in respect of the management of the Authorised Investment in question nor in respect of any vote, action or consent given or taken or not given or not taken by the Managers whether in person or by proxy, and neither the Trustee nor the Managers nor the holder of any such proxy or power of attorney shall incur any liability or responsibility by reason of any error of law or mistake of fact or any matter or thing done or omitted or approval voted or given or withheld by the Trustee or Managers or by the holder of such proxy or power of attorney under the Deed; and the Trustee shall be under no obligation to anyone with respect to any action taken or caused to be taken or omitted by the Managers or by any such proxy or attorney.
- (k) The Trustee shall not be under any liability on account of anything done or suffered to be done by the Trustee in good faith in accordance with or in pursuance of any request or advice of the Managers.
- (l) With effect from 9 June 2018, to the extent not prohibited by any applicable law or regulatory requirement, the Trustee and the Managers shall at all times not be liable for indirect, special or consequential loss or damage (including without limitation, loss of profits) or punitive damages arising under or in connection with the Deed, whether in contract, in tort, by law or otherwise.
- (m) With effect from 9 June 2018, neither the Trustee nor the Managers shall be liable or responsible for any loss of or damage to any documents in its possession or for any failure to fulfil its respective duties under the Deed or for any loss, damage, claim, cost or expense resulting from or caused by or directly or indirectly due to a Force Majeure Event.

**Force Majeure Event** means any event due to any cause beyond the reasonable control of the Trustee or the Managers (as the case may be), including but not limited to restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any system, third party electronic transmission or other electronic systems disruption or failure, sabotage, storm, tempest, typhoon, earthquake, accident, fire, flood, explosion, toxicity, radioactivity, acts of God, act of any government or other competent authority, hostilities (whether war be declared or not), act of terrorism, riot, civil commotion, strikes or industrial action of any kind, insurrection, rebellion or other cause, whether similar or not, which is beyond the control of the relevant party.

## **22. Other Material Information**

### **22.1 Information on investments**

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

### **22.2 Distributions**

Distributions will be at our sole discretion. We currently do not intend to make distributions for the Trust.

### **22.3 Investment guidelines**

The investment guidelines issued by MAS under Appendix 1 of the Code<sup>4</sup> apply to the Trust. MAS may update or amend these investment guidelines at any time.

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<sup>4</sup> The latest version may be found on the website of MAS, <http://www.mas.gov.sg>.

## 22.4 Termination

The Trust does not have a fixed maturity. However, the Trust or any class may be terminated in accordance with Clause 37 of the Deed. In particular, we may, in our absolute discretion, by notice in writing in accordance with the Deed:

- (a) terminate the Trust or Class A if the average aggregate Value of the Deposited Property of the Trust or Class A (as the case may be) shall be less than S\$10,000,000 at the end of each month for a period of six (6) consecutive months; or
- (b) terminate the Trust or any class if any law shall be passed, any authorisation revoked or withdrawn or any direction given by MAS which renders it illegal or in our opinion, impracticable or inadvisable to continue the Trust or class (as the case may be); or
- (c) terminate any class (other than Class A) if the average aggregate Value of the Deposited Property in respect of that class shall be less than S\$5,000,000 at the end of each month for a period of three (3) consecutive months; or
- (d) if MAS so directs pursuant to the SFA.

## 22.5 Waiver of minimum subscription and realisation amounts for intermediaries

In the interests of reducing the transactional costs to the Trust, we may permit the netting of daily subscriptions and realisations made through nominee distributors and through investments in insurance-linked products (the "**intermediaries**"). The resulting net subscription or realisation (as the case may be) will be accepted even if the amount falls below the minimum subscription / realisation amount (the "**Minimum Amount**") stated at paragraphs 10.2 and 13.2 of this prospectus respectively. Investors subscribing for or realising Units through such intermediaries are still required to meet the Minimum Amount requirements, and there is therefore no distinction between investors who deal directly with us or through intermediaries.

## 22.6 Value of Authorised Investments

Except where otherwise expressly stated in the Deed and subject to the requirements of the Code, the Value of the assets comprised in the Trust with reference to any Authorised Investment which is:

- (a) a Quoted Investment, shall be calculated by reference to the price appearing to us or other agent on our behalf to be the official closing price or the last known transacted price on a Recognised Stock Exchange or an Other Stock Exchange at the time of calculation for the Quoted Investment in question; or if there is no such price, other appropriate prices determined by us (in consultation with the Trustee) in relation to that investment. For the avoidance of doubt, quoted prices may be obtained from one or more sources as we may determine to be appropriate to enable a true or fair value to be derived for such investments;
- (b) an Unquoted Investment, shall be calculated by reference to where applicable:
  - (i) the initial value thereof being the amount expended in the acquisition thereof; or
  - (ii) the price of the relevant Investment quoted by a person, firm or institution making a market in that Investment, or acting as broker or pricing vendor, if any (and if there shall be more than one such market maker, then such market maker as we may designate); or
  - (iii) the sale prices of recent public or private transactions in the same or similar Investments, as may be determined to represent the fair value of such Investment, and in the valuation of such Investment, we may take into account relevant factors (including without limitation, significant recent events affecting



the issuer such as pending mergers and acquisitions and restrictions as to saleability or transferability);

- (c) cash, deposits and similar assets shall be valued at their face value (together with accrued interest) unless, in the opinion of the Approved Valuer, any adjustment should be made to represent the fair value;
- (d) a unit or share in a unit trust or mutual fund or collective investment scheme shall be valued at the last published or available net asset value per unit or share, or if not published or available, then at their latest published or available bid price per unit or share; and
- (e) an investment other than as described above, shall be valued in such a manner and at such time as we, after consultation with the Trustee shall from time to time determine,

provided that if the quotations referred to in (a), (b), (c), (d) or (e) above are not available, or if the value of the Authorised Investment determined in the manner described in (a), (b), (c), (d) or (e) above, in our opinion, does not represent a fair value of such Authorised Investment, then the value shall be such value as we may consider in the circumstances to be fair and is approved by the Trustee and we shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the fair value shall, subject to the Code be determined by us in consultation with the Approved Valuer and with the Trustee's approval.

Please refer to the Deed for details on the valuation of the assets comprised in the Trust and for the full meaning of the terms **Value**, **Authorised Investment**, **Approved Valuer**, **Quoted Investment**, **Recognised Stock Exchange**, **Other Stock Exchange** and **Unquoted Investment**.

## **22.7 Goods and services tax**

Where any GST is payable by the Trustee or us in relation to services rendered to the Trustee or us in connection with the exercise of the powers and discretion and/or the performance of the obligations of the Trustee or us under the Deed, we or the Trustee (as the case may be) shall be reimbursed out of the Deposited Property. Where any GST is payable in connection with the services rendered by the Trustee or us pursuant to the Deed, such GST shall be paid out of the Deposited Property.

## **22.8 Protection of client information**

Client information provided by you to the Trustee and/or us (whether directly or through our authorised distributors) in connection with the subscription for and/or holding of Units (the "**Data**") may be held and/or used by us, the Trustee and/or the Trustee's and our related corporations (each a "**Recipient**") and/or any third party engaged by the Recipient to provide administrative, computer or other services. Each Recipient may collect, use and disclose such Data for the purposes which may include:

- (a) administrating and managing the Trust (including maintaining the Register) and performing their obligations and duties;
- (b) processing applications for subscriptions, realisation and exchange of Units and payments to you;
- (c) crime and fraud detection, prevention, investigation and prosecution including monitoring for late trading and market timing practices, fraud, money laundering, terrorist financing, bribery and any unlawful activities;
- (d) monitoring and recording calls and all communications for training and investigation;
- (e) complying with the Recipients' internal policies, procedures, management and control (including maintenance of information systems) and carrying out audits;

- (f) complying with any legal, governmental or regulatory requirements of any relevant jurisdiction, or any codes of practice or guidelines (including any disclosure or notification requirements, any tax reporting requirements, and any checks, surveillance and investigation);
- (g) complying with the requirements or directions of any regulatory authority or court of competent jurisdiction;
- (h) any legal purposes (including but not limited to enforcing legal rights, obtaining legal advice and dealing with any court proceedings or dispute resolutions);
- (i) providing client-related services, including customer support and dissemination of notices and reports;
- (j) evaluating investors' credit and eligibility profile and from time to time carrying out statistical analysis and market research and monitoring and analysing the Trustee's and/or our businesses;
- (k) facilitating any proposed or actual business assignment, transfer, participation or sub-participation in any of the Trustee's and/or our rights or obligations in respect of Holders; and
- (l) any other reasonable purposes.

Subject to applicable laws and regulations, such Data may be transferred to other countries or territories outside Singapore. Such Data may be retained after your Units have been realised. Please contact us and/or our authorised distributors if there is any change to the Data provided in the application form or if you wish to provide relevant updated information.

Your application to subscribe for Units and/or continued participation in the Trust would be deemed to constitute consent to the collection, use and disclosure of the Data. You may object to the collection, use and disclosure of your Data. However, we are entitled to reject your application to subscribe for Units if you so object.

You may, after consenting to the collection, use and disclosure of your Data, withdraw your consent by giving notice in writing to us. However, by withdrawing your consent, you are deemed to have requested for the realisation of all your Units. Further, such withdrawal will not prevent the continued use or disclosure of Data for compliance with any legal, governmental or regulatory requirements of any relevant jurisdiction or such other purposes as may be permitted by law or regulation.

Please note that any objection or notice of withdrawal of consent should be given to us. Any such notice given to our agents or distributors is not effective notice to us.

## 22.9 Foreign Account Tax Compliance Act and Common Reporting Standard

The Trust may be required to perform due diligence on its Holders, report information on certain persons and withhold parts of certain payments to certain Holders as required by local laws, regulations or contractual obligations with other jurisdictions' tax authorities.

The Foreign Account Tax Compliance Act ("**FATCA**"), a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. It requires financial institutions outside the United States ("**foreign financial institutions**" or "**FFIs**") to pass information about "Financial Accounts" held by "Specified U.S. Persons", directly or indirectly, to the United States tax authorities, the Internal Revenue Service ("**IRS**"), on an annual basis. The definitions of "Financial Accounts" and "Specified U.S. Persons" may be found in the IGA (as defined below). A 30% withholding tax is imposed on certain U.S. source income of any FFI that fails to comply with this requirement.

Singapore has signed a Model 1 intergovernmental agreement with the United States on

9 December 2014 with respect to FATCA ("**IGA**"). Pursuant to the IGA, Singapore-based financial institutions (such as us) will report information on Financial Accounts held by Specified U.S. Persons to the Inland Revenue Authority of Singapore ("**IRAS**"), which will in turn provide the information to IRS.

The Trust may also be required to identify certain reportable persons under the Organisation for Economic Co-operation and Development ("**OECD**") Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard ("**CRS**").

CRS, endorsed by the OECD and the Global Forum for Transparency and Exchange of Information for Tax Purposes, is an internationally agreed standard for the automatic exchange of information on financial accounts between jurisdictions with the objective of detecting and deterring tax evasion through the use of offshore bank accounts.

In Singapore, the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 require financial institutions to conduct due diligence (including the collection, review and retention of financial account information) and report financial account information relating to specified persons from jurisdictions with which Singapore has a "competent authority agreement" ("**CAA**") to the IRAS. Such information may subsequently be exchanged with Singapore's CAA partners. Singapore may enter into further CAAs, or the relevant authorities may enact further legislation or impose further requirements, which will form part of the CRS.

In order for the Trust to comply with relevant obligations under FATCA and CRS (and to avoid having to withhold tax on distributions and redemptions), we or the Trustee may require additional information, documents and self-certifications from investors and may need to report that information to the IRAS, who will thereafter automatically transfer this information to certain relevant foreign tax authorities periodically. You are deemed to consent to such disclosure by us, the Trustee, our/its service providers, our/its related corporations and/or our/its affiliated entities, and agree to provide any such additional information, self-certifications or documents required by the Trustee and/or us. We may seek the relevant information from agents and intermediaries (e.g. authorised distributors) that hold Units on your behalf, but they may be legally unable to provide such information. Therefore, please allow such intermediaries and agents to disclose such information on your behalf. If the required information is not provided or obtained, we and/or the Trustee may take such appropriate action as allowed under the Deed (e.g. compulsorily realise Units).

Whilst attempts will be made to satisfy the obligations imposed on the Trust to avoid the imposition of the FATCA withholding tax, no assurance can be given that these obligations will always be satisfied. If the Trust becomes subject to a withholding tax as a result of FATCA, the Trust may suffer a loss.

If you hold Units through intermediaries (e.g. authorised distributors), you should confirm the FATCA compliance status of the intermediaries to ensure that there will be no withholding tax on your investment returns. If any tax liability is attributable to a particular Holder, we may compulsorily realise such number of Units of the Holder to discharge such tax liability. Please refer to paragraph 13.7 of this prospectus for further information on compulsory realisation.

Please note that the tax provisions and regulations may change. You should consult your tax advisers regarding the impact of FATCA and/or CRS on your situation.

## **23. Queries and Complaints**

If you have questions concerning your investment in the Trust, you may call us at telephone number (65) 6439 3821.

## IFAST-NAM ASIA PREMIER TRUST

PROSPECTUS REQUIRED PURSUANT TO THE SECURITIES AND FUTURES ACT

Signed:

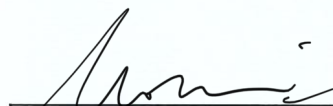


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Lim Chung Chun  
Director



\_\_\_\_\_  
Wong Soon Shyan  
Director

\_\_\_\_\_  
Lim Wee Kiong  
Director



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Kok Chee Wai  
Director

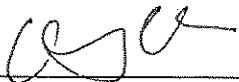


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Ng Loh Ken Peter  
Director

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Ling Peng Meng  
Director

## IFAST-NAM ASIA PREMIER TRUST

PROSPECTUS REQUIRED PURSUANT TO THE SECURITIES AND FUTURES ACT

Signed:

  
\_\_\_\_\_  
Lim Chung Chun  
Director  
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Wong Soon Shyan  
Director  
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Lim Wee Kiong  
Director  
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Kok Chee Wai  
Director  
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Ng Loh Ken Peter  
Director  
\_\_\_\_\_  
Ling Peng Meng  
Director



**iFAST-NAM ASIA PREMIER TRUST**

PROSPECTUS REQUIRED PURSUANT TO THE SECURITIES AND FUTURES ACT

Signed:

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Lim Chung Chun  
Director

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Wong Soon Shyan  
Director

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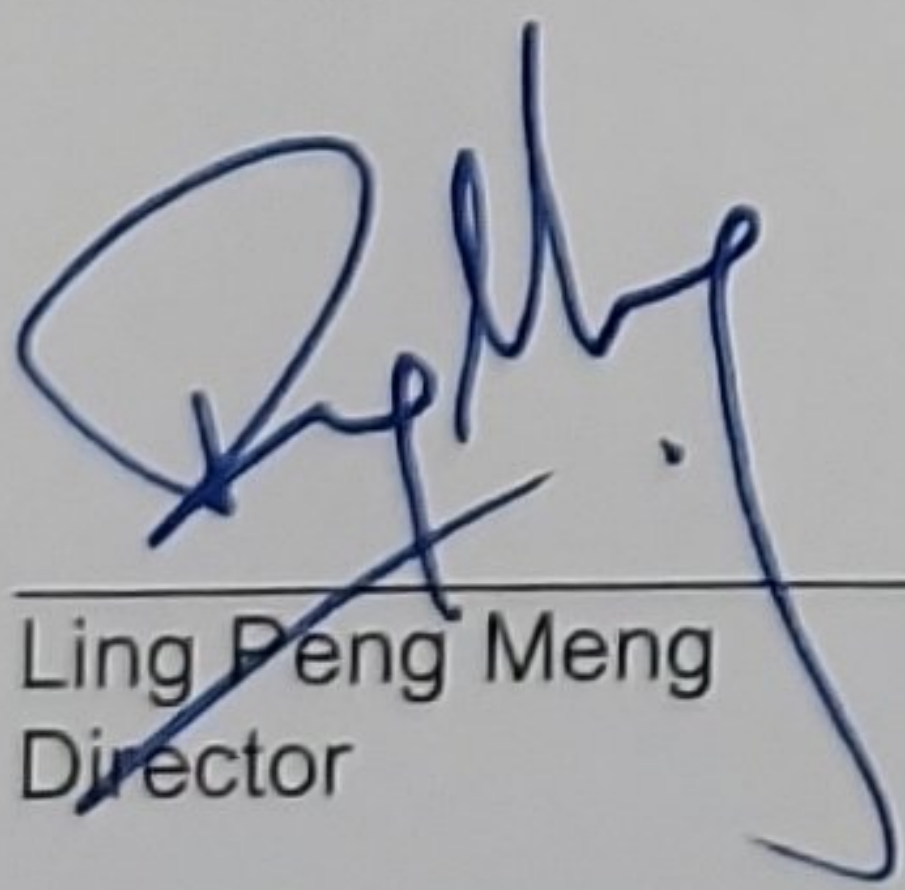
Lim Wee Kiong  
Director

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Kok Chee Wai  
Director

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Ng Loh Ken Peter  
Director



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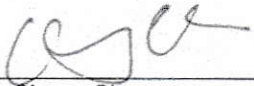
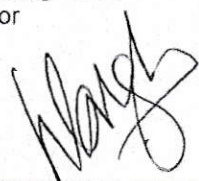
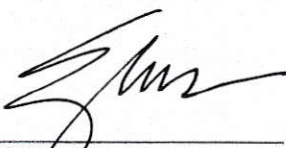
Ling Peng Meng  
Director



## IFAST-NAM ASIA PREMIER TRUST

PROSPECTUS REQUIRED PURSUANT TO THE SECURITIES AND FUTURES ACT

Signed:

  
\_\_\_\_\_  
Lim Chung Chun  
Director  
\_\_\_\_\_  
Wong Soon Shyan  
Director  
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Lim Wee Kiong  
Director  
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Kok Chee Wai  
Director  
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Ng Loh Ken Peter  
Director  
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Ling Peng Meng  
Director