

10 November 2023

**PROSPECTUS  
LIONGLOBAL  
SINGAPORE BALANCED FUND**

**Lion Global Investors Ltd**

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# **LIONGLOBAL SINGAPORE BALANCED FUND**

## **DIRECTORY**

### **Managers**

Lion Global Investors Limited  
65 Chulia Street, #18-01 OCBC Centre, Singapore 049513

### **Directors of the Managers**

Khor Hock Seng (Chairman)  
Teo Joo Wah (CEO)  
Ronnie Tan Yew Chye  
Chong Chuan Neo  
Goh Chin Yee

### **Trustee/Registrar/Administrator**

HSBC Institutional Trust Services (Singapore) Limited  
10 Marina Boulevard, Marina Bay Financial Centre Tower 2, #48-01, Singapore 018983

### **Custodian**

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

### **Auditors**

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

### **Solicitors to the Managers**

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

### **Solicitors to the Trustee**

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

# LIONGLOBAL SINGAPORE BALANCED FUND

## IMPORTANT INFORMATION

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

We, the managers, Lion Global Investors Limited, accept full responsibility for the accuracy of the information contained herein and confirm, having made all reasonable enquiries, that to the best of our knowledge and belief, there are no other material facts the omission of which would make any statement herein misleading. Unless otherwise stated, all terms which are not defined in this Prospectus have the same meanings as used in the deed of trust (as amended) (the “**Deed**”) relating to the LionGlobal Singapore Balanced Fund.

This Prospectus does not constitute an offer or invitation to any person in any jurisdiction in which such an offer or invitation is not authorised or to any person to whom it is unlawful to make such offer or invitation, and may be used only in connection with the offering of units in the LionGlobal Singapore Balanced Fund (“**Units**”) by us or our approved distributors.

You should seek professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which you may encounter under the laws of the countries of your citizenship, residence, domicile and (d) any restrictions or requirements under the Supplementary Retirement Scheme (as the same may be amended, modified or supplemented from time to time), which may be relevant to the subscription, holding or disposal of Units in the LionGlobal Singapore Balanced Fund and you should be informed of and observe all such laws and regulations in any relevant jurisdiction that may apply to you. You should also consult the relevant provisions of the Deed and obtain independent professional advice if there is any doubt or ambiguity.

### Restriction on U.S. Persons on subscribing to our funds

You shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur. In particular, please note that the Units have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) or any other applicable law of the United States. The LionGlobal Singapore Balanced Fund has not been and will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended. The Units are being offered and sold outside the United States to persons that are not “**U.S. Persons**” (as defined in Regulation S promulgated under the U.S. Securities Act) in reliance on Regulation S promulgated under the U.S. Securities Act and are not “**United States Persons**” (as defined in Section 7701(a)(30) of the U.S. Internal Revenue Code, as amended, and referred to herein as “**U.S. Holders**”). The Units are not being offered or made available to U.S. Persons or U.S. Holders and nothing in this Prospectus is directed to or is intended for U.S. Persons or U.S. Holders.

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

U.S. Securities Act, unless it is organized or incorporated, and owned, by “**accredited investors**” (as defined in Regulation D promulgated under the U.S. Securities Act) who are not natural persons, estates or trusts.

For the purposes of the U.S. Internal Revenue Code, the term “**U.S. Holder**” includes: a U.S. citizen or resident individual of the United States; a partnership or corporation created or organized in the United States or under the law of the United States or any State thereof, or the District of Columbia; an estate of a decedent that is a citizen or resident of the United States; or a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust, and (ii) one or more U.S. Holders have the authority to control all substantial decisions of the trust.

Units are not and may not be offered, made available, sold to or for the account of any U.S. Persons or U.S. Holders. Applicants for Units may be required to declare that they are not U.S. Persons or U.S. Holders and that they are neither acquiring Units on behalf of U.S. Persons or U.S. Holders nor acquiring Units with the intent to sell or transfer them to U.S. Persons or U.S. Holders.

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

## **COMPLIANCE OBLIGATIONS**

### **Onboarding**

You consent to our and/or the Trustee’s collection, use and storage of any of your Personal Information and Account Information by any means necessary for us and/or the Trustee to maintain appropriate transaction or account records and for disclosure and compliance with the Compliance Obligations.

You agree to provide Personal Information to us and/or the Trustee in such form and within such time as we and/or the Trustee may require from time to time.

You agree to update us and/or the Trustee promptly (and in any event no later than thirty (30) days from the date of change or addition) when there is a change or addition to the Personal Information.

You acknowledge and agree that you are responsible for your own compliance with the Compliance Obligations.

### **Indemnity**

You agree to indemnify us, the Trustee and the LionGlobal Singapore Balanced Fund and its other investors for any losses resulting from your failure to meet your obligations under these Compliance Obligations provisions, including any withholding tax imposed on the LionGlobal Singapore Balanced Fund.

### **Disclosure**

You acknowledge and agree that the Personal Information and Account Information provided may be disclosed during the life of the LionGlobal Singapore Balanced Fund and after its termination by us and/or the Trustee to each other, counterparties, custodians, brokers, distributors and other service

providers, the U.S. Internal Revenue Service, the Inland Revenue Authority of Singapore or other applicable tax or other regulatory authorities in any jurisdiction for the purpose of compliance with the Compliance Obligations.

You irrevocably waive and agree to procure any Consenting Person to waive irrevocably (where reasonably required by us and/or the Trustee), any applicable restrictions, provision of law and rights in law that would, absent a waiver, prevent disclosure by us and/or the Trustee of the Personal Information and Account Information according to the provisions of this Prospectus.

### **Deduct/Close/Block Accounts**

You agree that if you fail to provide or to update us and/or the Trustee promptly with the Personal Information or Account Information, or provide to us and/or the Trustee inaccurate, incomplete or false Personal Information or Account Information, or for whatever reason, we and/or the Trustee are prevented (under Singapore law or otherwise) from disclosing the Personal Information or Account Information for the purpose of compliance with the Compliance Obligations, we and/or the Trustee may take one or more of the following actions at any time: deduct from or withhold part of any amounts payable to you by or on behalf of the LionGlobal Singapore Balanced Fund and/or close the account opened with us, the Trustee, and/or the Fund (where such account has already been opened), or determine in our sole discretion not to open an account (where such account has not yet been opened).

### **Definitions**

**“Account Information”** means any information or documentation relating to your account for the Units, including the account number, withholding certificate (eg W-9 or W-8 tax forms), Global Intermediary Identification Number (if applicable) or any other valid evidence of any FATCA registration with the U.S. Internal Revenue Service or a corresponding exemption, account balance or value, gross receipts, withdrawals and payments from your account.

**“Compliance Obligations”** means obligations of the Managers, the Trustee and/or the Fund to comply with:

- (a) FATCA;
- (b) CRS; and
- (c) any legislation, treaty, intergovernmental agreement, foreign financial institution agreement, regulation, instruction, or other official guidance of any Relevant Authority in any jurisdiction whether within or outside of Singapore, that is associated, similar or analogous to FATCA and/or CRS.

**“Consenting Person”** means any person other than you who is beneficially interested or financially interested in any payment made in relation to the LionGlobal Singapore Balanced Fund.

**“CRS”** means: (a) the Standard for Automatic Exchange of Financial Account Information in tax matters, developed and published by the Organisation for Economic Co-operation and Development (**“OECD”**), as amended from time to time; and (b) the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 and any official guidance issued by the Inland Revenue Authority of Singapore (**“IRAS”**) or OECD from time to time, to facilitate implementation of the Common Reporting Standard (as each may be amended, modified, and/or supplemented from time to time). Such official guidance shall include, but is not limited to, the IRAS FAQs on the Common Reporting Standard published by the IRAS on 7 December 2016, Commentaries on Common Reporting Standard, Standard for Automatic Exchange of Financial Account Information in Tax Matters: Implementation Handbook and CRS-Related Frequently Asked Questions issued by OECD.

**“FATCA”** means: (a) Sections 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended from time to time; and (b) the Income Tax (International Tax Compliance Agreements)(United States of America) Regulations 2015, the Singapore-US Intergovernmental Agreement on Foreign Account Tax Compliance Act and the e-Tax Guide on Compliance Requirements of the Singapore-US Intergovernmental Agreement on Foreign Account Tax Compliance Act issued by the IRAS (as each may be amended, modified, and/or supplemented from time to time).

**“Personal Information”** means information relating to you and any Consenting Person, and:

- (a) where you or any Consenting Person are/is an individual, the full name, date and place of birth, residential address, mailing address, contact information (including telephone number) and any identification number, social security number, citizenship(s), residency(ies), tax residency(ies), tax identification number, tax status, FATCA classification; and
- (b) where you or any Consenting Person are/is a corporate or other entity, your/its date of incorporation or formation, registered address, address of place of business, tax identification number, tax status, FATCA and CRS classification, tax residency and such information as we and/or the Trustee may reasonably require regarding each of your and any Consenting Person’s substantial shareholders and controlling persons.

**“Relevant Authority”** means any nation, any political subdivision thereof, whether state or local, any international organisation, and any agency, authority, instrumentality, judicial or administrative, regulatory body, law enforcement body, securities or futures exchange, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

### **Personal Data Protection Act**

You consent to us and the Trustee (and such Third Party Service Providers as we or the Trustee may engage, and who may be located outside Singapore) collecting, receiving, using, storing, disclosing and processing your Personal Data (as defined in the Singapore Personal Data Protection Act 2012) as set out in your application form, subscription form, account opening documents and/or otherwise provided by you or possessed by us or the Trustee, for one or more of the purposes as stated in the Personal Data Protection Statement (the **“PDPS”**):

- (a) as set out on our website at <http://www.lionglobalinvestors.com>, which in summary includes but is not limited to (i) processing your application for and providing you with our products and services as well as the services of Third Party Service Providers; and (ii) administering and/or managing your relationship and/or account(s) with us; and
- (b) as set out on the relevant website of the Trustee at <http://www.business.hsbc.com.sg/en-sg/regulations/privacy-and-security> for HSBC Institutional Trust Services (Singapore) Limited.

**“Third Party Service Providers”** includes but is not limited to, trustees, registrars, transfer agents, auditors and/or other professional service providers used in the provision of products and services to you and you further consent to them collecting, receiving, using, storing, disclosing and processing your Personal Data in their respective roles and capacities, where applicable.

### **Anti-Money Laundering and Countering Terrorism Financing**

We or the Trustee may take any action which we or the Trustee consider, in our or the Trustee’s sole and absolute discretion, appropriate to comply with (a) any law, regulation, request of a public or regulatory authority and/or (b) any group policy of ours or the Trustee which relate to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to any persons or entities which may be subject to sanctions (collectively the **“Relevant Requirements”**).

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

Please refer to the Deed for further information on our and the Trustee’s compliance with anti-money laundering and anti-terrorism laws and regulations.

As part of our responsibility and the Trustee’s responsibility for the prevention of money laundering and countering the financing of terrorism and to comply with all applicable laws, regulations, notices, codes and guidelines to which we, the Trustee or the Fund is subject, we, the Registrar, the Trustee, the Custodian and/or our appointed representatives, agents and/or service providers may require a detailed verification of your identity and the source of payment of any subscriptions.

You consent to the collection, use and storage of any of your Personal Information and Account Information by us, the Registrar, the Trustee, the Custodian and/or our appointed representatives, agents and/or service providers by any means necessary for us and/or the Registrar, the Trustee, the Custodian and/or our appointed representatives, agents and/or service providers to comply with the prevention of money laundering and countering the financing of terrorism and all applicable laws, regulations, notices, codes and guidelines to which we, the Trustee or the Fund are subject.

The Units of the LionGlobal Singapore Balanced Fund being offered according to this Prospectus, are not listed on any stock exchange and can be purchased from or sold through us and our authorised distributors, subject to our ultimate discretion to accept or reject all applications or other instructions in respect of the Units in accordance with the Deed. You may consequently only redeem your Units in accordance with the provisions of the Deed. You should approach us for the purposes of investing in the LionGlobal Singapore Balanced Fund. Institutional investors may also apply for or redeem Units through us directly.

You should carefully consider the risks of investing in the LionGlobal Singapore Balanced Fund which are set out in Paragraph 8 of this Prospectus before making an investment decision.

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

Please read and retain this Prospectus for future reference. Any enquiries about the LionGlobal Singapore Balanced Fund should be directed to us, Lion Global Investors Limited or any of our appointed agents or distributors. No other person is authorised to give any information or to make any representation in connection with the LionGlobal Singapore Balanced Fund, and if given or made, should not be relied upon as having been authorised by us.

## **OUR POLICY ON MARKET TIMING**

The LionGlobal Singapore Balanced Fund is designed and managed to support medium to long-term investments. In this regard, we take a serious view of, and strongly discourage the practice of market timing (that is, investors conducting short-term buying or selling of the Units to gain from inefficiencies in pricing). This is because such practices may cause an overall detriment to the long-term interests of other investors. In addition, short-term trading in Units increases the total transaction costs of the LionGlobal Singapore Balanced Fund, such as trading commission and other costs which are absorbed by all other investors. Moreover, the widespread practice of market timing may cause large movements of cash in the LionGlobal Singapore Balanced Fund which may disrupt the investment strategies to the detriment of long-term investors. For the reasons set out above, we strongly discourage the practice of market timing and may implement internal measures to monitor and control such practice to the extent of our powers available under the Deed. We intend to review our policy on market timing from time to time in a continuous effort to protect your long-term interests.

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# LIONGLOBAL SINGAPORE BALANCED FUND

## 1. BASIC INFORMATION

### 1.1 Name of the collective investment scheme

The collective investment scheme offered in this Prospectus is known as the LionGlobal Singapore Balanced Fund (the “Fund”).

### 1.2 Date of registration and expiry date of prospectus

The date of registration of this Prospectus with the Authority is 10 November 2023. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 9 November 2024) and shall expire on 10 November 2024.

### 1.3 The trust deed and supplemental deeds

- (a) The Fund is constituted as a unit trust in Singapore pursuant to the trust deed dated 15 September 1995 (the “Principal Deed”). The parties to the Principal Deed are Keppel Investment Management Limited (“KIML”), the managers of the Fund at that time, and HSBC Institutional Trust Services (Singapore) Limited (the “Trustee”). KIML retired as managers of the Fund and we, Lion Global Investors Limited were appointed in its place with effect from 1 January 2002.
- (b) The Principal Deed has been modified by:
- six Supplemental Deeds: (1) dated 29 June 1998, (2) dated 30 November 1998, (3) dated 11 September 2000, each entered into between KIML and the Trustee; (4) dated 28 December 2001 entered into between KIML, us and the Trustee; (5) dated 26 June 2002 entered into between us and the Trustee; (6) dated 27 June 2003 entered into between us and the Trustee;
  - the following amending and restating deeds entered into between us and the Trustee:
    - (i) an Amending and Restating Deed dated 13 August 2003;
    - (ii) a Second Amending and Restating Deed dated 25 June 2004;
    - (iii) a Third Amending and Restating Deed dated 20 May 2005;
    - (iv) a Fourth Amending and Restating Deed dated 19 May 2006;
    - (v) a Fifth Amending and Restating Deed dated 18 May 2007;
    - (vi) a Sixth Amending and Restating Deed dated 16 May 2008;
    - (vii) a Seventh Amending and Restating Deed dated 15 May 2009;
    - (viii) an Eighth Amending and Restating Deed dated 15 August 2011;
    - (ix) a Ninth Amending and Restating Deed dated 27 March 2013;
    - (x) a Tenth Amending and Restating Deed dated 24 March 2016;
    - (xi) an Eleventh Amending and Restating Deed dated 23 March 2017;
    - (xii) a Twelfth Amending and Restating Deed dated 17 November 2017; and
    - (xiii) a Thirteenth Amending and Restating Deed dated 16 November 2018.
- (c) The Principal Deed as amended by the six Supplemental Deeds, the Amending and Restating Deed, the Second Amending and Restating Deed, the Third Amending and Restating Deed, the Fourth Amending and Restating Deed, the Fifth Amending and Restating Deed, the Sixth Amending and Restating Deed, the Seventh Amending and Restating Deed, the Eighth Amending and Restating Deed, the Ninth Amending and

Restating Deed, the Tenth Amending and Restating Deed, the Eleventh Amending and Restating Deed, the Twelfth Amending and Restating Deed and the Thirteenth Amending and Restating Deed shall be hereinafter referred to as the “**Deed**”.

- (d) A copy of the Deed may be inspected at our registered office at 65 Chulia Street, #18-01 OCBC Centre, Singapore 049513 at all times during usual business hours, and will be supplied by us to any Holder upon request at a charge of S\$25 per copy of each document, such charge being payable to us.

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

A copy of the latest semi-annual and annual accounts, semi-annual and annual reports relating to the Fund, and the report of the Auditors on the annual accounts may be obtained from us at our registered address at 65 Chulia Street, #18-01 OCBC Centre, Singapore 049513 during normal business hours.

## **2. THE MANAGERS**

### **2.1 Our Name and address**

We, the managers of the Fund are Lion Global Investors Limited (Company Registration No. 198601745D) whose registered office is at 65 Chulia Street, #18-01 OCBC Centre, Singapore 049513. We hold a capital markets services licence for fund management issued by the Authority and are regulated by the Authority.

Please refer to Clause 25 of the Deed for more details on our role and responsibilities as the Managers of the Fund.

In accordance with the provisions of the Deed, in the event we become insolvent, the Trustee may by notice in writing (i) remove us as managers of the Fund and (ii) terminate the Fund if a new manager has not been appointed within three months after the date on which we have been removed. Please refer to Clauses 36 and 39 of the Deed for more details.

### **2.2 Our Track record**

We are a member of the Oversea-Chinese Banking Corporation Limited (OCBC) Group, with total assets under management of S\$66.5 billion (US\$48.8 billion) as at 30 September 2023. Established as an Asian asset specialist since 1986, our core competencies are in managing Asian equities and fixed income strategies and funds to both institutional and retail investors. Our large and experienced investment team of more than 50 investment professionals averaging 17 years of financial industry experience is firmly dedicated to Asian and global equities and fixed income markets.

Besides Singapore, we have a regional office in Brunei.

We are 70% owned by Great Eastern Holdings Limited and 30% owned by Orient Holdings Private Limited, both subsidiaries of OCBC Bank.

We have been managing collective investment schemes and discretionary funds in Singapore since 1987 and investment-linked product funds since 1996.

For more information about us, please visit [www.lionglobalinvestors.com](http://www.lionglobalinvestors.com).

We have delegated the accounting and valuation function in respect of the Fund to the administrator, whose details are set out in Paragraph 4.1 below.

***You should note that our past performance is not necessarily indicative of our future performance.***

## 2.3 Our Directors and Key Executives

Our directors are as follows:

(i) **Khor Hock Seng** (Non-Executive Director, Chairman)

Mr Khor is currently the Group Chief Executive Officer of Great Eastern Holdings Limited, The Great Eastern Life Assurance Company Limited and Great Eastern General Insurance Limited. He is also the Non-Executive Director and Chairman of our Board.

Prior to joining Great Eastern, Mr Khor was the Chief Executive Officer of Aviva Asia Pte Ltd and Group Executive of Aviva Group (from March 2013 to October 2015).

In his previous tenure, Mr Khor was Chief Executive Officer and Managing Director (from June 2008 to February 2013), whilst taking on the role of Regional Senior Executive (from April 2009 to August 2010) overseeing Indonesia's operations at American International Assurance Bhd. He was Senior Vice President and Deputy General Manager (from February 2006 to November 2006), and Senior Vice President and General Manager (from December 2006 to June 2008) of American International Assurance Co Ltd.

Mr Khor also held the title of President, Chief Executive Officer and Managing Director of Manulife Insurance (M) Bhd (from June 1997 to December 2005).

Since the start of his career in the finance industry in 1984, Mr Khor has also held senior positions in Hong Leong Assurance Bhd, British American Life & General Insurance Bhd, and Malaysian American Assurance Co., Ltd.

Mr Khor holds a Bachelor of Arts in Actuarial Studies and Statistics from Macquarie University and a Certificate of Actuarial Techniques from the Institute of Actuaries, London.

(ii) **Teo Joo Wah** (Executive Director)

Mr Teo is Chief Executive Officer at Lion Global Investors.

He is also concurrently the Chief Investment Officer and he has been leading the Investment Division since 2014.

Mr Teo has more than 34 years of banking and investment experience. He started his banking career with DBS Bank and has previously worked in Temasek Holdings as a Director in the Fund Management Division. Mr Teo was also a Senior Vice President with Fullerton Fund Management Company.

He graduated from the National University of Singapore with a degree in Business Administration. Mr Teo holds the Chartered Financial Analyst (CFA) designation and has been recognised by The Institute of Banking & Finance (IBF) as an IBF Fellow.

(iii) **Ronnie Tan Yew Chye** (Non-Executive Director)

Mr Tan is currently the Group Chief Financial Officer of Great Eastern Holdings Limited. He is also the Director of Great Eastern Trust Pte Ltd and Great Eastern International Pte Ltd.

He was previously the Group Chief Risk Officer at Great Eastern Holdings Limited (from January 2006 to June 2016), Senior Vice President, Finance & Corporate Affairs at Great Eastern Holdings Limited (from December 2002 to December 2005) and Senior Vice President, Products & Business Strategies at Great Eastern Holdings Limited (from June 2002 to November 2002).

Mr Tan graduated from the University of Nebraska-Lincoln with a Bachelor of Science in Business Administration - Actuarial Science. He is also a CFA charterholder and is recognised by the Society of Actuaries as a Fellow.

(iv) **Chong Chuan Neo** (Non-Executive Director)

Ms Chong Chuan Neo is currently part of the NUS Graduate Research and Innovation Programme (GRIP) Investment Panel. She is also a Non-Executive Director of our Board.

Prior to these roles, Ms Chong held numerous senior leadership roles in her 30-year career with Accenture Pte Ltd, including Chairman and Country Managing Director for Accenture Greater China, Asia Pacific practice lead (operating unit lead) for Accenture in areas including Travel, Transport and Hospitality, as well as Global Industry Managing Director, among others. She retired as a Senior Managing Director and a member of the Global Leadership Council in September 2018.

Ms Chong holds a Bachelor of Science (Computer Science and Mathematics) from the National University of Singapore, and was recognised as an Outstanding Alumni by the NUS School of Computing in 2008. She also attended other executive programmes at the International Institute for Management Development (IMD) in Lausanne, Switzerland.

(v) **Goh Chin Yee** (Non-Executive Director)

Ms Goh is currently the Group Chief Financial Officer (CFO) of OCBC Group. She is also a Non-Executive Director of our Board.

She was previously the Executive Vice-President, Head of Group Audit at OCBC Bank (from March 2013 to November 2022), Head of Global Treasury Business Management at OCBC Group (from November 2011 to February 2013), Head of MIS and Capital Planning at OCBC Group (August 2009 to November 2011) and Head of Credit Portfolio Modelling, Group Risk Management (from December 2004 to July 2009).

Ms Goh holds a Bachelor of Engineering (Civil) with first-class honours from the National University of Singapore. She is a CFA charterholder, Certified Internal Auditor (CIA) and has a Certification in Risk Management Assurance (CRMA). She was part of the Executive Development Programme at The Wharton School, University of Pennsylvania and Advanced Management Programme at Columbia Business School, Columbia University.

Portfolio Manager:

Erica Lau, the Portfolio Manager, is an Asian Equities portfolio manager at Lion Global Investors with a focus on the Singapore market. She has 20 years financial industry experience and previously covered US equities at the firm.

Before joining Lion Global Investors, she was an investment manager at JPMorgan Chase Bank based in New York. She has also held positions in investment and treasury management at Temasek Holdings and Natsteel Singapore.

Erica holds a Master of Business Administration from Yale School of Management and a Bachelor of Business Administration (Second Upper Honours) from National University of Singapore. She is a CFA charterholder.

Alternate Portfolio Manager:

Kenneth Ong, the Alternate Portfolio Manager, is a portfolio manager with the Asian Equities team at Lion Global Investors responsible for Singapore and Indonesia market coverage. He has 15 years of financial industry experience.

Prior to joining Lion Global Investors, Kenneth was with GuocoLand Group where he sourced and conducted valuations on real estate mergers and acquisitions in the Asia-Pacific region.

Kenneth was awarded the Singapore Public Service Commission scholarship and graduated from the University of California, Berkeley with double degree honours.

### 3. THE TRUSTEE AND THE CUSTODIAN

The Trustee of the Fund is HSBC Institutional Trust Services (Singapore) Limited (Company Registration No. 194900022R), whose registered address is at 10 Marina Boulevard, Marina Bay Financial Centre Tower 2, #48-01, Singapore 018983. The Trustee is regulated in Singapore by the Authority.

Please refer to Clause 26 of the Deed for more details on the role and responsibilities of the Trustee.

In accordance with the provisions of the Deed, in the event the Trustee becomes insolvent, the Trustee may be removed and replaced by a new trustee whom shall be appointed by the Managers. Please refer to Clause 37 of the Deed for more details.

The Custodian of the Fund is The Hongkong and Shanghai Banking Corporation Limited, whose registered address is at 1 Queen's Road Central, Hong Kong. The Custodian is regulated by the Hong Kong Monetary Authority and authorised as a registered institution by the Securities and Futures Commission of Hong Kong.

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

The Hongkong and Shanghai Banking Corporation Limited (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, the Custodian 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 the 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 Fund globally.

### 4. OTHER PARTIES

#### 4.1 The Registrar and the Administrator of the Fund

HSBC Institutional Trust Services (Singapore) Limited (Company Registration No. 194900022R) is the registrar for the Fund. The register of the Fund (the "**Register**") can be inspected at 20 Pasir Panjang Road (East Lobby), #12-21 Mapletree Business City, Singapore 117439 during usual business hours subject to reasonable conditions and restrictions as we or the Trustee may impose. The Register is conclusive evidence of the number of Units in the Fund held by each Holder and the entries in the Register shall prevail if there is any discrepancy between the entries in the Register and the details appearing on any statement of holding, unless the Holder proves to our satisfaction and the satisfaction of the Trustee that the Register is incorrect.

#### The Administrator

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

#### 4.2 The Auditors

The auditors for the Fund are PricewaterhouseCoopers LLP of 7 Straits View, Marina One East Tower, Level 12, Singapore 018936 (the "**Auditors**").

## 5. FUND STRUCTURE

The Fund is a Singapore constituted open-ended standalone unit trust scheme and has no fixed duration.

We currently offer two Classes of Units, namely, a Singapore dollar-denominated Class (“**SGD Class**”) and a US dollar-denominated Class (“**USD Class**”) (each a “**Class**” and collectively, the “**Classes**”).

There are no material differences between the SGD Class Units and the USD Class Units save for the currency of denomination.

## 6. INVESTMENT OBJECTIVE, FOCUS AND APPROACH

### 6.1 Investment Objective

The investment objective of the Fund is to provide you with an opportunity to achieve medium to long term capital appreciation of monies used to purchase Units.

### 6.2 Investment Focus

The Fund will invest in assets and rights for the time being approved by the relevant authority in Singapore for investment by the Fund (“**Authorised Investments**”) provided that each of such Authorised Investments shall be a Permissible Investment under the Code on Collective Investment Schemes (as the same may be amended from time to time) issued by the Authority (the “**Code**”) and is allowed under the Notice on the Sale of Investment Products, the Notice on Recommendations on Investment Products and the Securities and Futures (Capital Markets Products) Regulations 2018 for the purpose of classifying Units of the Fund as Excluded Investment Products<sup>1</sup> and prescribed capital markets products. The Fund will invest primarily in listed or quoted securities (including real estate investment trusts) and bonds in Singapore. The Fund may have limited investments in Hong Kong SAR, China, Thailand, Malaysia, Indonesia, Philippines, Japan, India, Korea, Taiwan, and other countries outside Singapore. There is no target industry or sector.

“**Permissible Investment**” means such investment as may be permitted to be made by the Fund under the Code.

### 6.3 Investment Approach for Equities

#### **Investment Philosophy**

We believe that Asian equity markets are structurally inefficient and this inefficiency provides the opportunity for us to add value through a disciplined investment process. We believe that consistent long term returns can be achieved through in-depth fundamental research, a disciplined focus on valuations, understanding what is “priced in” by the market and what the key stock catalysts are.

Please note that Units of the Fund are Excluded Investment Products and prescribed capital markets products. Accordingly, the Fund will not invest in any product or engage in any transaction which may cause the Units of the Fund not to be regarded as Excluded Investment Products and prescribed capital markets products.

#### **Investment Process**

The investment process comprises research and portfolio construction.

Research is a critical component to our investment approach. Direct company management contact coupled with industry data and feedback form the backbone of our research effort.

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<sup>1</sup> “**Excluded Investment Product**” is as defined in the Notice on the Sale of Investment Products and the Notice on Recommendations on Investment Products. “**Notice on the Sale of Investment Products**” means the Notice on the Sale of Investment Products issued by the Authority, as the same may be modified, amended or revised from time to time. “**Notice on Recommendations on Investment Products**” means the Notice on Recommendations on Investment Products issued by the Authority, as the same may be modified, amended or revised from time to time. “**Prescribed capital markets products**” is as defined in the Securities and Futures (Capital Markets Products) Regulations 2018.

Risk reward analysis for each stock combines fundamental bottom up analysis with a rigorous examination of stock drivers. Below are the key areas of our focus:

#### Business

- Industry outlook
- Company's trend in market share and profitability
- Barriers to entry and pricing power dynamics
- Business risks

#### Management

- Business strategy
- Execution track record
- Corporate dynamics
- Capital management potential, like share buybacks or dividend payout increase

#### Valuation

- Varied valuation approach depending on the industry and what point of the cycle the industry is in
- Valuation relative to historic range as well as at similar points of the industry cycle
- Valuation relative to market average

#### Catalysts

- Positive/negative earnings surprises
- M&A opportunities
- Improving/deteriorating industry cycle
- Restructuring/turnaround
- Capital management/capital raising risks

We construct the portfolio in a manner consistent with the Fund's objective as well as taking into account the prevailing macro directions and sector/thematic considerations.

Positions in the Fund are sized according to several factors:

- Expected returns based on fundamentals and valuations
- Specific risk factors
- Conviction on management's ability to deliver
- Liquidity and market capitalization

## **6.4 Investment Approach for Fixed Income**

### **Investment Philosophy**

We aim to deliver consistent outperformance on a risk adjusted basis through market cycles. As an active asset manager, we seek to add value through the effective combination of research driven investment ideas and rigorous portfolio construction disciplines. In addition, we will manage five principal areas of risks, namely, country, duration, interest, currency and credit.

## **Investment Process**

Our investment process incorporates both the ‘top-down’ and ‘bottom-up’ approaches. The top-down approach employs three forms of analysis- fundamental, technical and valuation and leads to macro decisions, on country allocation, duration, yield curve positioning and currency.

Our bottom-up approach involves research into company’s business, financial and credit position and aims to enhance the portfolio’s return via active credit selection and on-going credit monitoring.

### **6.5 Benchmark**

The benchmark of the Fund is currently 60% MSCI Singapore + 40% JP Morgan Singapore Government Bond Index. The Fund uses its benchmark for performance comparison. The Fund is actively managed and the investment of the Fund may deviate significantly from components of and their respective weightings in the benchmark.

### **6.6 Fund Suitability**

The Fund is only suitable for investors who:

- seek capital growth over the medium to long term;
- are comfortable with investing in a balanced fund comprising equities and bonds.

## **7. FEES AND CHARGES**

The fees and charges payable in relation to the Fund are set out below:

<b>Fees &amp; charges payable by the Holders</b>	
Preliminary Charge <sup>^</sup>	Currently: 5%. Maximum: 5%.
Redemption Fee	Currently: Nil. Maximum: 5%.
Switching Fee	Currently: Up to 1%*. Maximum: 5%.
Anti-Dilution Fee <sup>2</sup> (as described in Paragraph 20.7)	Currently 0%. Maximum: 2.5%

<b>Fees Payable by the Fund to Us and Trustee**</b>	
Annual Management Fee	Currently: 1.25% p.a. of the Net Asset Value of the Deposited Property. Maximum: 1.75% p.a. of the Net Asset Value of the Deposited Property.
(a) Retained by Managers	
(b) Paid by Managers to financial advisers/distributors (trailer fee)	(a) 0% to 60% of the Annual Management Fee (b) 40% to 100%# of the Annual Management Fee

2 “Anti-Dilution Fee” in relation to the issue, cancellation or realisation of a Unit of any Class (as the case may be), is an adjustment upwards or downwards of not more than two and a half per cent (if any) as we may determine, which shall take into account, in the case of an issue of Units, any Duties and Charges which would have been payable in purchasing the Investments constituting the Deposited Property for the account of the Fund, or in the case of a cancellation or realisation of a Unit of any Class (as the case may be), any Duties and Charges which would have been payable in selling the Investments constituting the Deposited Property for the account of the Fund, divided by the number of Units of that Class in issue and deemed to be in issue as at that time, and such other considerations as we shall deem fit. “Duties and Charges” refers to all stamp and other duties, taxes, governmental charges, brokerage, commissions, bank charges, transfer fees, registration fees and other duties, taxes, charges and fees whether in connection with (i) the constitution of the Deposited Property; or (ii) the increase or decrease of the Deposited Property; or (iii) the issue, sale or purchase of Units; or (iv) the sale or purchase of Investments; or otherwise, which may have become or may be payable in respect of, prior to or upon the occasion of the transaction or dealing in respect of which the same are payable, but does not include any commission payable to agents on a sale or purchase of Units.

Annual Trustee Fee	<p>Currently 0.02% p.a. on the first S\$100 million of the Net Asset Value of the Deposited Property and 0.018% p.a. on the balance above S\$100 million of the Net Asset Value of the Deposited Property.</p> <p>Maximum: 0.2% p.a. of the Net Asset Value of the Deposited Property. Subject always to a minimum sum of S\$8,000 p.a.</p>
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^ The Preliminary Charge (if any) will be payable by Holders to us or to appointed distributors or will be shared between us and appointed distributors depending on the arrangement between us and the relevant appointed distributors. Additional fees may be imposed and payable to appointed distributors that are in addition to the maximum Preliminary Charge disclosed above, depending on the specific nature of services provided by the appointed distributor.

\* In the case of a switch of Units to units of another fund managed by us (the “**New Fund**”), the switching fees referred to relate to the preliminary charge imposed by us for investment into the New Fund. Such switching fee which may be up to 1% would, in the case of a New Fund which normally imposes a preliminary charge of more than 1%, effectively translate to a discount of the preliminary charge of the New Fund. Currently, no switching fee is charged for a switch of Units to units in a money market fund managed by us.

\*\* You should note that the fees and charges applicable to the Fund (including fees based on the Net Asset Value of the Deposited Property) will be based on the Net Asset Value before the imposition of any Anti-Dilution Fee. Please refer to Paragraph 20.7 for further details.

# Your financial adviser/distributor is required to disclose to you the amount of trailer fee it receives from us.

In addition, subject to the Code we may from time to time, in our absolute discretion, invest up to 10% of the Net Asset Value of the Deposited Property in any single collective investment scheme or real estate investment trust (“**REIT**”) which may or may not be authorised or recognised by the Authority in Singapore. It is estimated that the Fund will pay the following fees and charges to each of such collective investment schemes or REITs:

(i)	Subscription fee or preliminary charges	Generally ranging from 0% to 5%
(ii)	Realisation fee	Generally ranging from 0% to 5%
(iii)	Management fee	Generally ranging from 0% to 1.75% p.a.
(iv)	Performance fee	Generally ranging from 0% to 25% p.a. (and in some cases only in excess of a hurdle rate of return)
(v)	Other fees*** (which may include trustee/custodian fee, legal fees, audit fees and administrative costs)	Generally less than 5% p.a.

\*\*\* Subject to the Code, the Fund may invest in REITs which may be listed on a securities exchange. Fees payable by investors in such REITs may also include, without limitation, other fees such as property management and lease management fees, acquisition fees, divestment fees and commissions (which may consist of underwriting and selling commissions payable to the underwriters of the REIT).

Actual fees incurred by the Fund as a result of its investment in each of such collective investment scheme or REIT may be higher or lower than the estimates above.

Should any underlying collective investment scheme invested into by the Fund be managed by us, all or part of the subscription fee, realisation fee, management fee and performance fee may be either waived or rebated back to the Fund, at our discretion.

The fees and charges payable by the Holders and the Fund may be raised from the current rate to a higher rate, but always subject to the maximum rate, by us upon giving at least one month's written notice to the Trustee and the Holders.

*As required by the Code, all marketing, promotional and advertising expenses in relation to the Fund will be borne by us and will not be charged to the Deposited Property of the Fund. Such expenses shall exclude those for the preparation, printing, lodgment and distribution of prospectuses or product highlights sheets.*

## **8. RISKS**

### **8.1 General risks**

Investment in the Fund is meant to produce returns over the long term. You should not expect to obtain short-term gains from such investments. You should note that the value of Units, and the income accruing to the Units, may fall or rise and that you may not get back your original investment. The risks of investments made by the Fund include economic, political, foreign exchange, liquidity, regulatory, interest rate, default and repatriation risks.

### **8.2 Specific risks**

#### **8.2.1 Market Risks**

The risks of investing and participating in listed and unlisted securities apply. Prices of securities may go up or down in response to changes in economic conditions, interest rates, and the market's perception of securities. These may cause the price of Units to go up or down as the price of Units is based on the current market value of the investments of the Fund.

The Fund's investments will be subject to different degrees of economic, political, foreign exchange, interest rate, liquidity, default, regulatory and possible repatriation risks depending on the countries that the Fund invests in.

There are also the risks of investing in bonds and other fixed income securities. Bond prices may go up or down in response to interest rates with increases in interest rate leading to falling bond prices.

#### **8.2.2 Currency Risks**

As the investments of the Fund may be denominated in foreign currencies, fluctuations of the exchange rates of foreign currencies against the Singapore Dollar may affect the value of the Units of the Fund. We may from time to time employ currency hedging techniques to manage the impact of the exchange rate fluctuations on the Fund and/or for the purpose of efficient portfolio management. If we intend to hedge foreign currency risks, we will adopt an active currency management approach.

#### **8.2.3 Emerging Market Risks**

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

The Fund invests primarily in the securities of companies quoted or listed primarily on Recognised Stock Exchanges in Singapore and, to a limited extent, the Asian region. While this may present greater opportunities for capital appreciation, it also involves greater risk than is customarily associated with the securities of companies quoted or listed on the stock exchanges of more developed countries especially in the areas of exchange rate policies, interest rates, growth rates and asset valuations.

**“Recognised Stock Exchange”** means any stock exchange of repute in any part of the world and in relation to any particular Authorised Investment shall be deemed to include any reputable firm, corporation or association in any part of the world dealing in the Authorised Investment which we may from time to time elect with the approval of the Trustee.

#### **8.2.4 Repatriation Risks**

Certain countries may impose limitations with respect to the Fund’s ability to repatriate investment income, capital or the proceeds of sales of securities. The Fund would be adversely affected by delays in, or a refusal to grant, any required governmental approval for repatriation of capital as well as the application of restrictions on investments to the Fund.

#### **8.2.5 Regulatory Risks**

Trading and settlement practices of some of the markets in which the Fund may invest may not be the same as those in more developed markets, and this may increase settlement risk and/or result in delays in realising investments made by the Fund. In addition, the Fund will be exposed to credit risk on parties with whom it trades and will bear the risk of settlement default. The Trustee may also be instructed by us to settle transactions on a delivery free of payment basis where we believe and the Trustee agrees that this form of settlement is common market practice. You should be aware that this may result in a loss to the Fund if a transaction fails to settle, and the Trustee will not be liable to the Fund for such loss.

#### **8.2.6 Derivatives Risks**

The Fund may, subject to applicable investment and borrowing guidelines in the Code and the Deed, from time to time invest in derivatives, which are financial contracts whose value depends on, or is derived from, the value of an underlying asset, reference rate or index for hedging purposes or for the purpose of efficient portfolio management. Such assets, rates and indices may include bonds, shares, interest rates, currency exchange rates, bond indices and stock indices.

While the judicious use of derivatives by professional investment managers can be beneficial, derivatives involve risks different from, and, in some cases, greater than, the risks presented by more traditional securities investments. Some of the risks associated with derivatives are market risk, management risk, credit risk, liquidity risk and leverage risk.

As the viability of exercising derivative instruments depends on the market price of the investments to which they relate, it may be the case that we may from time to time consider it not viable to exercise certain derivatives held by the Fund within the prescribed period, in which case any costs incurred in obtaining the derivatives will not be recoverable. There is also the risk that the market price of the relevant investment will not exceed the exercise price attached to the derivative instrument at any time during the exercise period or at the time at which the warrants or options are exercised and this may result in an immediate loss to the Fund.

Please refer to Paragraph 20.4.4 of this Prospectus on the risks associated with the use of Financial Derivative Instruments.

#### **8.2.7 Interest Rate Risks**

Investments in debt securities are also subject to the risk of interest-rate fluctuations, and the prices of debt securities may go up or down in response to such fluctuations in interest rates.

### 8.2.8 Political and Credit Risks

The Fund may invest in debt obligations of governments and companies in the South East Asia region. Adverse changes in the country or company may cause the Fund to suffer a loss of interest or principal on any of its holdings of such debt. The government entity or company that controls the servicing of debt obligations may be unwilling or unable to repay the obligations in accordance with their terms.

### 8.2.9 Other Risks

#### Liquidity Risk Management

We have established liquidity risk management policies which enable us to identify, monitor, and manage the liquidity risks of the Fund. Such policies, combined with the liquidity management tools available, seek to achieve fair treatment of Holders, and safeguard the interests of remaining Holders against the redemption behaviour of other investors and mitigate against systemic risk.

Our liquidity risk management policies take into account the Fund's liquidity terms, asset class, liquidity tools and regulatory requirements.

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

- (a) The Fund may, subject to the provisions of the Deed, borrow up to 10% of its latest available Net Asset Value (or such other percentage as may be prescribed by the Code) at the time the borrowing is incurred and the borrowing period should not exceed one month, provided always and subject to the borrowing restrictions in the Code;
- (b) We may, pursuant to the Deed, suspend the realisation of Units of the Fund, with the approval of the Trustee and defer payment for any Units realised before the commencement of such suspension but for which payment has not been made;
- (c) We may, with the approval of the Trustee, and pursuant to the Deed, limit the total number of Units in relation to the Fund which Holders may realise to 10% of the total number of Units then in issue, such limitation to be applied proportionately to all Holders in relation to the Fund who have validly requested realisations on the relevant Dealing Day;
- (d) We may in certain circumstances, pursuant to the Deed, impose an Anti-Dilution Fee on subscriptions and/or realisation of Units on a particular Dealing Day. Please refer to Paragraph 20.7 of this Prospectus for further details. In such circumstances, the realisation of your Units may be delayed or the amount of the realisation proceeds that you will receive for your Units (upon the imposition of the Anti-Dilution Fee as described in Paragraph 20.7 of this Prospectus) will be affected; and
- (e) We may, with a view to protecting the interests of all Holders, and pursuant to the Deed, elect that the Realisation Price (as defined in Paragraph 11.3 of this Prospectus) per Unit in relation to all of the Units to be realised by reference to a relevant day shall be the price per Unit which, in our opinion, reflects a fairer value for the Deposited Property having taken into account the necessity of selling a material proportion of the Authorised Investments at that time constituting part of the Deposited Property, and we may suspend the realisation of such Units for such reasonable period as may be necessary to effect an orderly realisation of Authorised Investments by giving notice to the affected Holders within two Business Days after the relevant day. Please refer to Clause 15.6 of the Deed for further details.

We may perform regular stress testing on the Fund.

Factors considered in stress tests (either independently or concurrently) include:-

- (i) a sudden increase in redemptions;
- (ii) worsening of market liquidity for the underlying assets of the Fund; and

(iii) redemption by the largest Holder / distributor of the Fund.

Our stress testing scenarios consider historical situations and forward-looking hypothetical scenarios, where appropriate.

The reasonableness and relevance of our stress test assumptions are regularly reviewed to ensure that stress tests are based on reliable and up-to-date information.

***The above should not be considered to be an exhaustive list of the risks which you should consider before investing in the Fund. You should be aware that an investment in the Fund may be exposed to other risks of an exceptional nature from time to time.***

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

### **9.1 Subscription Procedure**

Applications for Units may be made to us on the application form prescribed by us, through any of our appointed agents or distributors, or through any other sales channels, if applicable.

You may pay for SGD Class Units either with cash or Supplementary Retirement Scheme (“SRS”) monies. If you are paying with SRS monies, you shall instruct the relevant SRS operator bank to withdraw monies from your SRS account in respect of the SGD Class Units applied for. You should also indicate on the application form that you wish to use your SRS monies to purchase SGD Class Units.

No transfer of Units is permitted in respect of SGD Class Units purchased by a Holder with SRS monies unless required or permitted by applicable laws or the relevant authorities.

If you have purchased SGD Class Units using SRS monies, you may not be registered as joint holders of the Units.

You may pay for USD Class Units with cash only.

Notwithstanding receipt of the application forms, we shall retain the absolute discretion to accept or reject any application for Units in accordance with the provisions of the Deed. If an application for Units is rejected by us, the application monies shall be refunded (without interest) to you within a reasonable time in such manner as we or relevant authorised distributor shall determine.

Any applicable bank and related charges incurred shall be borne by you.

Units will only be issued when the funds are cleared, although we may at our discretion issue Units before receiving full payment in cleared funds.

### **9.2 Minimum initial investment and minimum subsequent investment**

The minimum initial investment sum in respect of the SGD Class is S\$1,000 (or such other amount as we may determine with the prior approval of the Trustee). The minimum subsequent investment sum in respect of the SGD Class is S\$100 (or such other amount as we may determine with the prior approval of the Trustee).

The minimum initial investment sum in respect of the USD Class is US\$1,000 (or such other amount as we may determine with the prior approval of the Trustee). The minimum subsequent investment sum in respect of the USD Class is US\$100 (or such other amount as we may determine with the prior approval of the Trustee).

### **9.3 Dealing deadline and pricing basis**

#### **9.3.1 Dealing deadline**

As Units are issued on a forward pricing basis, the issue price (“Issue Price”) of Units shall not be ascertainable at the time of application. In purchasing Units, you pay a fixed amount of money e.g., S\$1,000. Based on this fixed amount of S\$1,000, you will get the number of Units (including fractions of Units) to be rounded to the nearest 2 decimal places (or such

other number of decimal places or such other method of rounding as we may determine after consultation with the Trustee) obtained from dividing S\$1,000 (after deducting the relevant preliminary charge) by the Issue Price when it has been ascertained later.

The dealing deadline is 3 p.m. Singapore time on each Dealing Day (“**Dealing Deadline**”). Units in respect of applications received and accepted by us before the Dealing Deadline will be issued at that Dealing Day’s Issue Price calculated in accordance with Clause 11.2 of the Deed.

Applications received by us after the Dealing Deadline or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

“**Dealing Day**” shall mean every Business Day or such Business Day or Business Days at such intervals as we may from time to time determine with the approval of the Trustee Provided That reasonable notice of any such determination shall be given by us to all Holders at such time and in such manner as the Trustee may approve.

“**Business Day**” shall mean any day (other than Saturday, Sunday or a gazetted public holiday) on which banks and other financial institutions in Singapore are generally open for business.

### 9.3.2 Pricing basis

The Issue Price per Unit shall be an amount equal to the Net Asset Value per Unit as at the Valuation Point<sup>3</sup> on the relevant Dealing Day and by adjusting such figure downwards to three (3) decimal places (or such number of decimal places as we may from time to time determine after consultation with the Trustee).

The Issue Price will vary from day to day in line with the Net Asset Value of the Deposited Property (calculated in accordance with the provisions of the Deed).

The amount of any adjustment aforesaid shall be retained by the Fund.

We may, subject to the prior approval of the Trustee, change the method of determining the Issue Price as provided in Clause 11.2 of the Deed, and the Trustee shall determine if the Holders should be informed of such changes.

### 9.4 Calculation of number of Units allotted

The following is an illustration of the number of Units that you will receive based on an investment amount of \$1,000 and a notional Issue Price of \$1.000 and assuming a Preliminary Charge of 5%. The actual Issue Price of the Units will fluctuate according to the value of the Deposited Property and the number of Units then in issue:

\$1,000*	- \$50*	= \$950*	- \$0*	= \$950*	/	\$1.000*	= 950.00 Units
Your Investment	Preliminary Charge (currently 5%)	Investment amount after Preliminary Charge	Anti-Dilution Fee (currently 0%)	Net Investment Amount		Notional Issue Price (= Net Asset Value per Unit)	No. of Units subscribed

\* In Singapore Dollars or US Dollars, as the case may be. Notional Issue Price is used for illustrative purposes and is not indicative of any future or likely performance of the Fund.

The Preliminary Charge in respect of both the SGD Class and the USD Class shall be retained by us for our own benefit.

### 9.5 Confirmation of purchase

A confirmation note detailing the investment amount and the number and Class of Units allocated will be sent to you within ten (10) Business Days from the date of issue of such Units.

<sup>3</sup> “**Valuation Point**” means the close of the last relevant market on a Dealing Day or such other time as we with the prior approval of the Trustee may from time to time determine and we shall notify the Holders of such change if required by the Trustee.

## 9.6 Issue of Units

We shall have the exclusive right to effect the creation and issue of Units and the acceptance or non-acceptance of applications for Units shall be at our absolute discretion PROVIDED THAT Units shall only be issued on a Dealing Day, no Units may be issued or agreed to be issued during any period when (i) the right of Holders to require the realisation of Units and/or (ii) issuance of Units is suspended under Paragraph 14 of this Prospectus, and the issue of Units for cash or monies from a SRS Account, shall be made at the relevant Issue Price per Unit determined in accordance with the Deed.

## 9.7 No Certificates to be issued

We will not issue certificates.

## 9.8 Cancellation of Initial Subscription

If you are subscribing for Units in the Fund for the first time, subject to Clause 14A of the Deed and to the cancellation terms and conditions contained in the Notice to Cancel Form, you have the right to cancel your subscription of Units in the Fund within 7 calendar days from the date of subscription of Units (or such longer period as may be agreed between us and the Trustee or such other period as may be prescribed by the Authority) by providing notice in writing to us or our authorised agents or distributors. Subject to the provisions of the Deed, you will be refunded the lower of the market value of the Units held on the day of receipt and acceptance of such form or the original amount paid by you (“**cancellation proceeds**”). Where the market value of the Units held is greater than the original amount paid by you, we are not obliged to pay the excess amount to you and the excess amount shall be retained in the Fund. Any applicable bank and related charges incurred in the cancellation of Units and in returning the application monies would be borne by you.

Full details relating to the cancellation of Units may be found in the cancellation terms and conditions contained in the Notice to Cancel Form.

## 10. REGULAR SAVINGS PLAN

Holders of at least 1,000 Units (or such number of Units which were or would have been purchased for S\$1,000 in respect of the SGD Class Units or US\$1,000 in respect of the USD Class Units at the prevailing Issue Price at the time of their initial subscription or purchase of Units) in the Fund may participate in our regular savings plan (“**Regular Savings Plan**”) by investing a monthly minimum sum of S\$100, in respect of SGD Class Units or US\$100, in respect of USD Class Units on a fixed day per month through direct debit.

Holders have a choice of paying for SGD Class Units with cash or SRS monies. Regular Savings Plan for USD Class Units is not available for SRS monies. Payment for USD Class Units may be made in cash or such other mode of payment acceptable to us.

Units are allotted and payment for Units will be debited from the Holder’s bank account or SRS Account on the 25<sup>th</sup> day of each month (or such other date as the distributors may stipulate) commencing on the month following the activation of the Holder’s direct debit instructions. Where the 25<sup>th</sup> day of a month (or such other date as the distributors may stipulate) is not a Business Day, the Holder’s bank account or SRS Account will be debited on the next Business Day.

Holders may cease their participation in the Regular Savings Plan without suffering any penalty by informing us or our appointed agents or distributors in writing 30 days in advance (or such other period of notice as may be determined by us provided that such period of notice shall not be longer than the period between the regular subscriptions).

If a Holder is in breach of his obligations under the Regular Savings Plan or fails to maintain sufficient funds in his bank account or SRS Account, we may terminate the participation of that Holder in the Regular Savings Plan upon serving a written termination notice to such Holder.

We shall not assume any liability for any losses arising from the Holder’s payment for the Regular Savings Plan via direct debit transaction. Any applicable bank and related charges incurred shall be borne by the Holder.

## **11. REALISATION OF UNITS**

### **11.1 Realisation Procedure**

Holders may realise their Units on any Dealing Day by submitting their realisation form to us or through our appointed agents or distributors. A copy of the realisation form may be obtained from us upon request or through any of our appointed agents or distributors. Holders may realise their Units in full or partially, subject to Paragraph 11.2 below.

You should note that any realisation of Units may be limited by the total number of Units to be realised on any Dealing Day and may not exceed 10% of the total number of Units then in issue, such limitation to be applied proportionately to all Holders of the Units. Any Units not realised shall be realised on the next Dealing Day, subject to the same limitation. You should note that Units cancelled according to Paragraph 9.8 of this Prospectus will be included in determining whether this 10% limit is exceeded.

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

The minimum holding applicable to a Holder if he has not at any time realised any of his Units in accordance with this Paragraph 11 is 1,000 Units or the number of Units which were or would have been purchased for S\$1,000, in respect of the SGD Class, or US\$1,000, in respect of the USD Class, by the Holder concerned at the prevailing Issue Price at the time of his initial subscription or purchase of Units or such other number or amount as may from time to time be determined by us with the approval of the Trustee. After a Holder has realised any of his Units at any point in time in accordance with this Paragraph 11, the minimum holding applicable to such Holder will be 1,000 Units or such other number or amount as may from time to time be determined by us with the approval of the Trustee.

The minimum realisation amount is 100 Units or such lower amount as we may, upon notification to the Trustee, determine.

### **11.3 Pricing and Dealing Deadline**

As Units are realised on a forward pricing basis, the realisation price of Units is not ascertainable at the time of realization. Units in respect of realisation forms received and accepted by us by 3 p.m. Singapore time on a Dealing Day shall be realised at that Dealing Day's realisation price. Realisation forms received after 3 p.m. or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day. Any such realisation may be effected at our option by our purchase at a price per Unit not less than the realisation price or by the cancellation of the Units and the payment of the realisation price for each Unit out of the Deposited Property, or partly one and partly the other.

The realisation price ("**Realisation Price**") shall be the price per Unit ascertained:

- (i) by calculating the Net Asset Value per Unit of the Fund as at the Valuation Point in respect of the Dealing Day on which the realisation request is received as provided for in Clause 15.4 of the Deed or, if the realisation of Units is suspended according to Paragraph 14 of this Prospectus, in respect of the Dealing Day immediately following the cessation of such suspension; and
- (ii) adjusting the resultant figure downwards to the nearest three (3) decimal places or in such manner as we may from time to time determine after consultation with the Trustee.

The amount of any adjustment referred to in the paragraph above shall be retained by the Fund. The Redemption Fee (if any) shall be retained by us.

We may, subject to the prior approval of the Trustee, change the method of determining the Realisation Price as provided in Clause 15.4 of the Deed, and the Trustee shall determine if the Holders should be informed of such changes.

#### 11.4 How the realisation proceeds are calculated

The following is an illustration of the realisation proceeds that you will receive based on a realisation of 100 Units at a notional Realisation Price of \$1.000. The actual Realisation Price of the Units will fluctuate according to the value of the Deposited Property and the number of Units then in issue.

100 Units	x \$1.000*	= \$100.00*	- \$0*	= \$100.00*	- \$0*^	= \$100.00*
No. of Units realised	Notional Realisation Price (= Net Asset Value per Unit)	Gross realisation proceeds	Anti-Dilution Fee (currently 0%)	Realisation Proceeds after Anti-Dilution Fee	Redemption Fee (currently 0%)	Net Realisation Proceeds

\*In Singapore Dollars or US Dollars, as the case may be. Notional Realisation Price is used for illustrative purposes and is not indicative of any future or likely performance of the Fund. ^No Redemption Fee is currently imposed.

#### 11.5 Payment of realisation proceeds

Realisation proceeds will be paid within 7 Business Days (or such other period as may be prescribed by the Authority) following the receipt and acceptance of the realisation form by us unless the realisation of Units has been suspended in accordance with Paragraph 14 of this Prospectus.

If you are a resident outside Singapore, we shall be entitled to deduct from the total amount (which would otherwise be payable on your purchase) an amount equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if you had been resident in Singapore.

Any applicable bank and related charges incurred in the payment of realisation proceeds shall also be borne by you.

#### 11.6 Realisation of Units by Us

We may compulsorily realise your holding of Units in certain circumstances. Please see Paragraph 20.5 for further details.

### 12. SWITCHING OF UNITS

We may at our discretion and on such terms and conditions as we may impose, subject to the terms of the relevant trust deeds, permit each Holder of Units of the Fund from time to time to switch all or any of the Units of the Fund held by him into units of a New Fund. Any switching shall be effected by way of realisation of Units in the Fund and followed by issuance of units in the New Fund subject to the terms of the relevant trust deed upon the receipt of cleared funds.

No switching of Units may be made which would result in the relevant Holder holding in respect of either the Fund or the New Fund (as the case may be), fewer units than the relevant minimum holding of such funds. If the number of units of the New Fund so produced shall include any fraction of more than two decimal places, such fraction shall be ignored and any moneys arising from such fraction shall be forfeited and retained as part of the New Fund.

Units of the Fund purchased with SRS monies or cash may only be switched to units of the New Fund purchased with SRS monies or cash respectively.

Switching shall only be permitted between the same currency of units between the Fund and the New Fund, unless otherwise permitted by us at our absolute discretion.

An application to switch may be made by a Holder giving us such application form as we may from time to time require. Such switching request shall not be revocable without our consent.

No Units shall be switched during any period when the right of Holders to require the realisation of Units is suspended according to Paragraph 14 of this Prospectus or on any Dealing Day on which the number of Units of the Fund that can be realised is limited according to Paragraph 11.1 of this Prospectus.

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

The Fund will be valued on each Dealing Day. The indicative prices of the SGD Class Units and USD Class Units are quoted on a forward pricing basis and will likely be available 2 Business Days in Singapore after each relevant Dealing Day (subject to the publication policies of the relevant publisher).

You may obtain the prices from us or our appointed agents or distributors. Prices are published on our website at [www.lionglobalinvestors.com](http://www.lionglobalinvestors.com), or may also be published on such other major wire services and sources designated by us.

In the case of the USD Class, the Issue Price and Realisation Price will be converted into its equivalent amount in US Dollars based on the prevailing foreign exchange rate to be determined by us.

*You should note that, other than in respect of our publications, we do not accept any responsibility for any errors of the prices published by the relevant publisher mentioned above or for any non-publication or late publication of prices by such publisher and shall incur no liability in respect of any action taken or loss suffered by you in reliance upon such publication.*

### **14. SUSPENSION OF VALUATION AND DEALINGS**

We may at any time, subject to the provisions of the Code and with the approval of the Trustee, suspend the calculation of the value of the Deposited Property, the cancellation, issue and realisation of Units:

- (i) during any period when any Recognised Stock Exchange on which Investments forming part of the Deposited Property for the time being are listed or dealt in is closed; or
- (ii) during any period when dealings on any such Recognised Stock Exchange are restricted or suspended; or
- (iii) during any period when, in our opinion and the opinion of the Trustee, there exists any state of affairs as a result of which withdrawal of deposits held for the account of the Fund or the realisation of any material proportion of the Investments for the time being constituting the Deposited Property cannot be effected normally or without prejudicing the interests of Holders as a whole; or
- (iv) during any period when there is, in our opinion and the opinion of the Trustee, any breakdown in the means of communication normally employed in determining the value of any of the Investments or the amount of any cash for the time being comprised in the Deposited Property or the amount of any liability of the Trustee for account of the Fund or when for any other reason the value of any such Investment or the amount of any such cash or liability cannot be promptly and accurately ascertained; or
- (v) during any period when, in our opinion and the opinion of the Trustee, the transfer of funds which will or may be involved in the realisation of any material proportion of the Investments for the time being constituting the Deposited Property cannot be effected promptly at normal rates of exchange; or
- (vi) during any period when the fair value of a material proportion of the Investments for the time being constituting the Deposited Property cannot be determined and for the purposes of this paragraph, "fair value" of an Investment is the price that the Fund would reasonably expect to receive upon the current sale of the Investment; or
- (vii) for any 48 hour period (or such longer period as we and the Trustee may agree) prior to the date of any meeting of Holders (or any adjourned meeting thereof); or

- (viii) during any period when we or the Trustee, in relation to the operation of the Fund, are/ is unable to conduct our/its business activities or our/its ability to conduct our/its business activities is substantially impaired, as a direct or indirect result of local or foreign government restrictions, the imposition of emergency procedures, civil disorder, acts or threatened acts of terrorism, war, strikes, pestilence, natural disaster or other acts of god; or
- (ix) for any period pursuant to any order or direction of the Authority; or
- (x) during any period as may be required under the provisions of the Code.

Payment for any Units realised before the commencement of any such suspension but for which payment has not been made before the commencement thereof may, if we and the Trustee so agree, shall be deferred until immediately after the end of such suspension. Subject to the provisions of the Code, such suspension shall take effect forthwith upon the declaration in writing thereof to the Trustee and the Authority by us (or, as the case may be, to us and the Authority by the Trustee) and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist (and such cessation having been confirmed by us). Subject to the provisions of the Code, we may also suspend the realisation of certain Units for such reasonable period as may be necessary to effect an orderly realisation of Authorised Investments in accordance with Clause 15.6 of the Deed.

## 15. PERFORMANCE OF THE FUND

15.1 The performance of the Fund and its benchmark as at 31 August 2023 is shown in the table below:

Fund/Benchmark	One year	Average Annual Compounded Return			
		Three years	Five years	Ten years	Since inception <sup>4</sup>
SGD Class (NAV-to-NAV) <sup>^</sup>	1.4%	0.7%	0.0%	1.4%	3.5%
SGD Class (NAV-to-NAV (taking into account the preliminary charge)) <sup>*</sup>	-3.7%	-1.0%	-1.0%	0.8%	3.4%
Benchmark	2.3%	0.8%	0.2%	2.0%	3.1%
USD Class (NAV-to-NAV) <sup>^</sup>	4.7%	1.0%	0.3%	0.8%	4.7%
USD Class (NAV-to-NAV (taking into account the preliminary charge)) <sup>*</sup>	-0.6%	-0.7%	-0.7%	0.3%	4.4%
Benchmark	5.7%	1.0%	0.5%	1.4%	5.0%

Source: Morningstar/ Lion Global Investors Limited.

<sup>^</sup>Performance figures are calculated as at 31 August 2023 on a NAV-to-NAV basis, with dividends being reinvested net of all charges payable upon reinvestment and in the respective currency of denomination of the relevant Class.

<sup>\*</sup>Performance figures are calculated as at 31 August 2023 on a NAV-to-NAV basis and taking into account the Preliminary Charge with dividends being reinvested net of all charges payable upon reinvestment and in the respective currency of denomination of the relevant Class.

The benchmark of the Fund is currently 60% MSCI Singapore + 40% JP Morgan Singapore Government Bond Index.

For the period from 1 January 2015 to 31 May 2017, the benchmark of the Fund was 60% MSCI Singapore + 40% UOB Singapore Government Securities Index. The benchmark was changed due to the discontinuation of the UOB Singapore Government Securities Index on 1 June 2017.

<sup>4</sup> Inception dates of the SGD Class and USD Class of the Fund are 22 September 1995 and 2 August 2004 respectively.

Prior to 1 January 2015, the benchmark of the Fund was 50% of the STI Index and 50% of the CPF Ordinary Account interest rate. The benchmark was changed to reflect planned changes in asset allocation. It is intended for the increase in equities allocation and security selection to be tilted to growing dividend stocks to better reflect the investment objective of the Fund and to better track the Fund's performance.

***Past performance of the Fund is not necessarily indicative of its future performance.***

## **15.2 Expense ratio**

The expense ratio of the Fund for the financial year ended 31 December 2022 is 1.45%<sup>5</sup>.

## **15.3 Turnover Ratio**

The turnover ratio of the Fund for the financial year ended 31 December 2022 is 88%<sup>6</sup>.

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

We shall be entitled to and currently do receive or enter into soft-dollar commissions/arrangements in respect of the Fund. We will comply with applicable regulatory and industry standards on soft-dollars. The soft-dollar commissions/arrangements which we may receive or enter into include specific advice as to the advisability of dealing in or as to 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 and 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.

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

We will not accept or enter into soft-dollar commissions/arrangements unless such soft-dollar commissions/arrangements would reasonably assist us in our management of the Fund, provided that we shall ensure at all times that best execution is carried out for the transactions and that no unnecessary trades are entered into in order to qualify for such soft-dollar commissions/arrangements.

## **17. CONFLICTS OF INTEREST**

We and the Trustee are not in any positions of conflict in relation to the Fund. We and the Trustee shall conduct all transactions with or for the Fund at arm's length. We are of the view that we are not in a position of conflict in managing the Fund and our other funds as each of the Fund and the other funds has its own investment universe, investment objectives and investment restrictions, separate and distinct from each of the other funds. We are obligated by the provisions of each respective trust deed to observe strictly such separate and distinct investment mandate for each of the funds. If the various funds place orders for the same securities as the Fund, we shall try as far as possible to allocate such securities among the funds in a fair manner based on a proportionate basis.

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<sup>5</sup> The expense ratio is calculated in accordance with the requirements in the Investment Management Association of Singapore's guidelines on the disclosure of expense ratios (the "IMAS Guidelines") and based on figures in the Fund's latest audited accounts. The following expenses (where applicable), and such other expenses as may be set out in the IMAS Guidelines (as may be updated from time to time), are excluded from the calculation of the expense ratio:

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

<sup>6</sup> The turnover ratio of the Fund is calculated based on the lesser of purchases or sales of underlying investments of the Fund expressed as a percentage of daily average Net Asset Value of the Deposited Property.

Our affiliates and the Trustee's affiliates are or may be involved in other financial, investment and professional activities which may sometimes give rise to possible conflict of interest with the management of the Fund. We and the Trustee will each ensure that the performance of our respective duties will not be impaired by any such involvement. If a conflict of interest does arise, we and/or the Trustee will try to ensure that it is resolved fairly and in the interest of the Holders.

Associates of the Trustee may be engaged to provide financial, banking or brokerage services to the Fund or buy, hold and deal in any investments, enter into contracts or other arrangements with the Trustee and make profits from these activities. Our associates may also be engaged to provide financial, banking or brokerage services to the Fund and make profits from these activities. Such services, where provided, and such activities, where entered into, by our associates or the associates of the Trustee, will be on an arm's length basis.

## **18. REPORTS**

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

The financial year-end of the Fund is 31 December. We will prepare and send the annual accounts, the Auditors' report on the annual accounts and the annual reports of the Fund to the Holders (whether by post or such electronic means as may be permitted under the Code) within 3 months of the financial year-end (or such other period as may be permitted by the Authority). We will prepare and send the semi-annual reports and the semi-annual accounts of the Fund to the Holders (whether by post or such electronic means as may be permitted under the Code) within 2 months of the financial half year-end, i.e. 30 June each year (or such other period as may be permitted by the Authority). In cases where the accounts and reports are available in electronic form, Holders will receive a hardcopy letter or an email (where email addresses have been provided for correspondence purposes) informing them that the accounts and reports are available and how they may be accessed. Holders may also request for hardcopies of the accounts and reports within 1 month (or such other period as may be permitted by the Authority) from the notification of the availability of the accounts and reports. The Trustee will also make available, or cause to be made available, hardcopies of the accounts and reports to any Holder who requests for them within 2 weeks of any request from such Holder (or such other period as may be permitted by the Authority). Holders may also at any time opt for hardcopies for all future reports and accounts at no cost to them.

## **19. QUERIES AND COMPLAINTS**

You may call us at 6417 6900 if you have any queries regarding your investment in the Fund. You can also email us at [contactus@lionglobalinvestors.com](mailto:contactus@lionglobalinvestors.com).

## **20. OTHER MATERIAL INFORMATION**

### **20.1 Information on Investments**

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

### **20.2 Distribution of income and capital**

**20.2.1** Distribution of income and/or net capital gains (to the extent permitted under the Deed) will be at our sole discretion. Any distributions made will reduce the Net Asset Value of the Deposited Property.

**20.2.2** Unless specifically instructed by a Holder giving 30 days' notice in advance or any other period as permitted by us, in the event that the net amount of distributions is less than S\$50, a Holder shall be deemed to have given a Distribution Reinvestment Mandate for the automatic reinvestment of such distributions to be received by the Holder in the purchase of further Units (including fractions of a Unit) of the relevant Class, subject to our discretion to pay out such distributions in cash. Units will be purchased based on the Net Asset Value of the relevant Class of the Fund on the Dealing Day on or before the distribution payment is made.

**20.2.3** Where a distribution payment has been made to a Holder via cheque and such cheque has expired (i.e. the cheque is not presented within six months of its date of issue), unless specifically instructed in writing by the Holder giving 30 days' notice in advance or any other period as permitted by us, the distribution payment made shall be automatically reinvested into new Units (including fractions of a Unit) of the relevant Class, subject to our discretion to pay out such distributions in cash. The new Units will be purchased based on the Net Asset Value of the relevant Class of the Fund on the third Dealing Day after the expiry date of the cheque. In addition, any subsequent distributions payable to such Holder shall be automatically reinvested into new Units (including fractions of Units, if any) of the relevant Class on the relevant payment date of the distribution in accordance with Clause 22.7 of the Deed.

**20.2.4** Paragraphs 20.2.2 and 20.2.3 will not apply to distributions payable in respect of Units subscribed using cash through any of our agents or distributors or using SRS monies.

**20.2.5** Please refer to the Deed for further details.

### **20.3 Valuation**

**20.3.1** Save as otherwise expressly provided herein and subject always to the provisions of the Code, for the purpose of determining the value of the Deposited Property or any part thereof or any Authorised Investment comprised or to be comprised therein:

- (a) the value shall be determined as at each Valuation Point;
- (b) the Value of any Unquoted Investment shall be the initial value thereof ascertained as hereinafter provided or the value thereof as assessed on the latest revaluation thereof made in accordance with the following provisions:-
  - (i) the initial value of such Unquoted Investment shall be the amount expended out of the Deposited Property in the acquisition thereof (including in each case the amount of the stamp duties, commissions and other expenses incurred in the acquisition thereof and the vesting thereof in the Trustee for the purposes of the Fund) or the last available prices quoted by responsible firms, corporations or associations on a Recognised Stock Exchange at the time of calculation (or at such other time as we may from time to time after consultation with the Trustee determine), and where there is no Recognised Stock Exchange, the price of the relevant investment as quoted by a broker, firm or institution making a market in that investment, if any (and if there shall be more than one such market maker then such market maker as we may designate); and
  - (ii) we may at any time with the approval of the Trustee and shall at such times or at such intervals as the Trustee may request cause a revaluation to be made of any Unquoted Investment by an approved valuer approved by the Trustee as qualified to value such Unquoted Investment;
- (c) the Value of any Quoted Investment shall be calculated, as the case may be, by reference to the price appearing to us to be:
  - (i) the official closing price or the last known transacted price on the securities exchange or futures exchange or overseas securities exchange on which the securities are listed or an organised over-the-counter market on which the securities are traded; or
  - (ii) the transaction price on the securities exchange or futures exchange or overseas securities exchange on which the securities are listed or any organised over-the-counter market on which the securities are traded at a cut-off time specified in the prospectus and applied consistently by us,

unless such price is not representative or not available to the market, with us, with due care and in good faith, determining in consultation with the Trustee whether the price should be considered representative in relation to that Investment;

- (d) cash, deposits and similar property shall be valued (by a person approved by the Trustee as qualified to value such cash, deposits and similar property) at their face value (together with accrued interest);
- (e) units in any unit trust or shares or participations in open-ended mutual funds shall be valued at the latest available net asset value per unit or share or participation as valued by the issuer thereof or if bid and offer prices are published, the latest published bid price; and
- (f) any other property forming part of the Authorised Investments shall be valued (by a person approved by the Trustee as qualified to value such property) using such method(s) as we and the Trustee shall from time to time agree.

PROVIDED FURTHER THAT if the quotations referred to in the paragraphs above, in our opinion do not represent a fair value of the Authorised Investment, then the value of such Authorised Investment shall be such fair value as we may determine with due care and in good faith with the approval of the Trustee, and in determining such fair value, we may rely on quotations for the Authorised Investment on any market including an over-the-counter or telephone market or any certified valuation by an approved broker or approved valuer or on such other reasonable means as the Trustee may approve in accordance with the Code. For the purposes of this proviso, the fair value of an Authorised Investment shall be the price that the Fund would reasonably expect to receive on the current sale of the Authorised Investment. The basis for determining the fair value of the asset should be documented.

Subject to the provisions of the Code, neither we nor Trustee shall incur any liability by reason of the fact that a price reasonably believed by us to be the last known transacted price or the last transacted price or other appropriate closing price may be found not to be such.

**20.3.2 “Net Asset Value”** means the value of all assets of the Fund less liabilities and **“Net Asset Value per Unit”** means the Net Asset Value divided by the number of Units of the Fund in issue or deemed to be in issue immediately prior to the relevant Dealing Day (rounded down to the nearest \$0.001 or such other number of decimal places or any other method of rounding we have determined with approval of the Trustee).

In calculating the Net Asset Value of the Deposited Property or any part thereof or any Authorised Investment comprised or to be comprised therein:

- (a) subject to Clause 9.7 of the Deed, every Unit agreed to be issued by us before the relevant Valuation Point shall be deemed to be in issue and the Deposited Property shall be deemed to include not only property in the possession of the Trustee or its authorised agent but also the value of any cash or other property to be received by the Trustee in respect of Units so agreed to be issued after deducting or providing therefrom the Preliminary Charge and the amount of any adjustment referred to Clause 11.2 of the Deed, and (in the case of Units issued against the transfer of Authorised Investments) any amounts payable according to Clause 9.4 of the Deed;
- (b) where Authorised Investments have been agreed to be sold or purchased but such sale or purchase has not been completed, such Authorised Investments shall be excluded or included and the net sale or gross purchase consideration included or excluded (as the case may require) as if such sale or purchase had been duly completed;
- (c) where in consequence of any notice or request in writing given according to Clauses 14 or 15 of the Deed, a reduction of the Fund by the cancellation of Units is to be effected but such reduction has not been completed, those Units shall be deemed not to be in issue and any amount payable in cash and the value of any Investments to be transferred out of the Deposited Property according to such reduction shall be deducted from the value of the Deposited Property;

- (d) there shall be deducted any amounts not provided for above which are payable out of the Deposited Property including but not limited to the aggregate amount for the time being outstanding of any borrowings effected according to Clause 19 of the Deed together with the amount of any interest and expenses thereon accrued according to Clause 19.5 of the Deed remaining unpaid and the amount of any Management Fee accrued according to Clause 33 of the Deed or any fees payable to the Trustee accrued according to Clause 34 of the Deed, in each case remaining unpaid;
- (e) there shall be deducted such amount as we reasonably estimate will become payable or reclaimed in respect of taxation related to Income up to the Valuation Point;
- (f) where the current price of an Authorised Investment is quoted “ex” dividend or interest but such dividend or interest has not been received and is not taken into account under any other provision of Clause 8.3 of the Deed, the amount of such dividend or interest shall be included;
- (g) an amount equal to the expenses incurred by us and the Trustee in establishing the Fund and/or any Class less the amount thereof which has previously been or is then to be written off shall be included; and
- (h) any value (whether of an Authorised Investment or cash) otherwise than in Singapore Dollars and any amounts to be deducted otherwise than in Singapore Dollars shall be converted into Singapore Dollars at the rate (whether official or otherwise) which we, after consulting the Trustee or in accordance with a method approved by the Trustee, deem appropriate in all the circumstances, having regard, amongst others, to any premium or discount which may be relevant.

Subject always to the provisions of the Code and all applicable laws and regulations, we may from time to time, with the consent of the Trustee, determine that the value of the Deposited Property as at any Dealing Day be determined on the basis of the value of the Deposited Property as at the Valuation Point immediately preceding that Dealing Day.

## **20.4 Financial Derivative Instruments (“FDIs”)**

### **20.4.1 Use and types of FDIs**

The Fund may make use of FDIs for the purposes of hedging and efficient portfolio management.

The FDIs which may be used by the Fund include, but are not limited to, options on securities, stock index options, forward currency contracts, currency futures, currency swap agreements, currency options, interest rate futures or options or interest rate swaps, financial or index futures, over-the-counter (“OTC”) options, credit default swaps, swaps, futures or options on any kind of financial instrument, provided that any FDI to be used by the Fund shall meet the relevant requirements relating to FDIs set out in the Code.

### **20.4.2 Exposure to FDIs**

The global exposure of the Fund to FDIs or embedded FDIs will not exceed 100% of the Net Asset Value of the Deposited Property at any time.

The global exposure relating to derivative instruments is calculated using the commitment approach by converting the derivative positions into equivalent positions in the underlying assets embedded in those derivatives. In determining the Fund’s exposure to FDIs, we will adopt the calculation methods set out under paragraph 4.10 of Appendix 1 of the Code.

### 20.4.3 Risk management and compliance procedures

#### Risk Management Framework

(i) Portfolio Risk

Derivative instruments are highly volatile instruments and their market values may be subject to wide fluctuations and may subject the Fund to potential gains and losses. Where such instruments are used, we will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented and that we have the necessary experience to manage the risks relating to the use of these financial derivative instruments. We will attempt to minimise the risks through careful selection of reputable counterparties and constant monitoring of the Fund's derivatives positions. Depending on the severity, non-compliance or deviation from established controls or limits will be escalated to senior management and monitored for rectification. We may modify the risk management and compliance procedures from time to time, where appropriate and in the interest of the Fund. We have a dedicated team which oversees portfolio risk management.

Additionally, all open positions/exposure in derivatives will be marked to market at a frequency at least equal to the frequency of the Net Asset Value calculation of the Fund.

(ii) Compliance Risk

We have a structured Compliance Monitoring Program (“**CMP**”). There is a dedicated compliance team to implement the CMP. Our investment compliance team separately monitors the portfolios for compliance with the investment guidelines. Investment guidelines will be reviewed by the investment compliance team and checks will be programmed into our automated pre-trade compliance system as far as possible. In addition, guidelines which cannot be electronically monitored will be manually checked for compliance. We may modify the risk management and compliance procedures and controls at any time as we deem fit and in the interests of the Fund.

### 20.4.4 Risks associated with the use of FDIs

While the prudent use of FDIs can be beneficial, FDIs also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. The following is a general discussion of important risk factors and issues concerning the use of FDIs:

(i) Market Risk

This is a general risk that applies to all investments meaning that the value of a particular derivative may change in a way which may be detrimental to the Fund's interests.

(ii) Liquidity Risk

Derivative products are highly specialised instruments that require investment techniques and risk analysis different from those associated with equity and fixed income securities. The use of derivative techniques requires an understanding not only of the underlying assets of the derivative but also of the derivative itself, without the benefit of observing the performance of the derivative under all possible market conditions. In particular, the use and complexity of derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the Fund and the ability to forecast the relative price, interest rate or currency rate movements correctly.

(iii) Counterparty Risk

The Fund may enter into transactions in OTC markets, which will expose the Fund to the credit of its counterparty and its ability to satisfy the terms of such contracts. If a counterparty becomes bankrupt or insolvent, the Fund could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Fund seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated.

(iv) Other Risks

Other risks in using FDIs include the risk of differing valuations of FDIs arising out of different permitted valuation methods and the inability of FDIs to correlate perfectly with underlying securities, rates and indices. Many FDIs, in particular OTC derivatives, are complex and often valued subjectively and the valuation can only be provided by a limited number of market professionals which often are acting as counterparties to the transaction to be valued. Inaccurate valuations can result in increased cash payment requirements to counterparties or a loss of value to the Fund.

Derivatives do not always perfectly or even highly correlate or track the value of the securities, rates or indices they are designed to track. Consequently, the Fund's use of derivative techniques may not always be an effective means of, and sometimes could be counterproductive to, following the Fund's investment objective.

## 20.5 Realisation of Units by Us

**20.5.1** We (in consultation with the Trustee) shall have the right, by giving prior written notice to any Holder, to realise compulsorily Units held by:

- (i) any Holder who fails any anti-money laundering, anti-terrorist financing or know-your-client checks, or who is unable or unwilling to provide information and/or documentary evidence requested by us and/or the Trustee for the purposes of any anti-money laundering, anti-terrorist financing or know-your-client checks;
- (ii) any Holder who fails to provide any of the requested Personal Information and Account Information for compliance with FATCA (as defined in Schedule 3 of the Deed), the Common Reporting Standard issued by the Organisation for Economic Co-operation and Development or any similar legislation, regulation or guidance enacted in any other jurisdiction applicable to the Fund which seeks to implement equivalent tax reporting and/or withholding tax regimes and/or automatic exchange of information;
- (iii) any Holder whose holdings of Units, in our opinion:
  - (1) may cause the Fund to lose its authorised or registered status with any regulatory authority in any jurisdiction; or
  - (2) may cause the offer of the Units of the Fund, the prospectus of the Fund, the Deed, we and/or the Trustee to become subject to any authorisation, recognition, approval or registration requirements under any law or regulation in any other jurisdiction; or
  - (3) may cause a detrimental effect on the tax status of the Fund in any jurisdiction or on the tax status of the Holders of the Fund; or
  - (4) may result in the Fund or other Holders of the Fund suffering any other legal or pecuniary or administrative disadvantage which the Fund or other Holders might not otherwise have incurred or suffered; or

- (iv) any Holder:
  - (1) who, in our opinion, is or may be in breach of any applicable law or regulation in any jurisdiction; or
  - (2) where such realisation is, in our opinion, necessary or desirable for our compliance or the Fund's compliance with any applicable law or regulation in any jurisdiction (including any regulatory exemption conditions) and inter-governmental agreements between Singapore and any foreign government.

**20.5.2** Any compulsory realisation under this paragraph shall be carried out by us on any Dealing Day, with prior written notice to the Holder, and shall be carried out in accordance with, and at the Realisation Price under, the applicable provisions on realisation in the Deed. For avoidance of doubt, a realisation under this paragraph (be it a compulsory realisation by us or a realisation by the Holder in response to our written notice relating to a compulsory realisation) may also be subject to applicable fees and/or charges (including early Redemption Fee) as set out in this Prospectus and/or the Deed, and all such fees and/or charges (including early Redemption Fee) related to a realisation under this paragraph shall be borne by the Holder.

**20.5.3** We, the Trustee and their respective delegates, associates, employees or agents, shall not be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by the Holder or any party arising out of or in connection with (whether in whole or in part) any actions which are taken by us, the Trustee and/or any of our/their respective delegates, associates, employees or agents under this paragraph.

## **20.6 Use of Credit Ratings Agencies**

Please note that as we may rely on ratings issued by credit rating agencies on our investments:

- (a) we have established a set of internal credit assessment standards and have in place a credit assessment process to ensure that our investments are in line with these standards; and
- (b) information on our credit assessment process will be made available to you upon request.

## **20.7 Anti-Dilution Fee**

The Fund is single priced and the Net Asset Value of the Deposited Property may fall due to various factors such as the Duties and Charges incurred in the purchase and/or sale of its Investments constituting the Deposited Property of the Fund caused by the issue, cancellation and/or realisation of Units (as the case may be) and the spread between the buying and selling prices of such Investments. This effect is known as "dilution".

To protect the interests of Holders and minimise the impact of dilution as a result of large inflows into or outflows on a particular Dealing Day, we may impose an Anti-Dilution Fee so that such Duties and Charges and dealing spreads in respect of the Investments are, as far as practicable, passed on to the investors who are subscribing and/or realising Units on that particular Dealing Day. Any Anti-Dilution Fee will be retained by the Fund to reduce the effect of dilution and will not be retained by us.

The need to impose an Anti-Dilution Fee will depend on various factors, including but not limited to (i) the amount of subscriptions and/or realisation of Units on that Dealing Day; (ii) the impact of any Duties and Charges incurred in the purchase and/or sale of Investments constituting the Deposited Property of the Fund, (iii) the spread between the buying and selling prices of such Investments caused by subscription and/or realisation of Units; (iv) market conditions such as financial turmoil, high market volatility, illiquidity in the markets, disruption of markets or a serious pandemic, and (v) such other conditions as we shall deem fit.

You should also note take note of the following:

- (i) the imposition of Anti-Dilution Fee only reduces the effect of dilution and does not eliminate it entirely; and

- (ii) the fees and charges applicable to the Fund (including fees based on the Net Asset Value of the Deposited Property) will be based on the Net Asset Value of the Deposited Property before any Anti-Dilution Fee has been imposed.

The Anti-Dilution Fee may vary over time depending on various factors such as market conditions but will not exceed 2.5% of the Gross Investment Sum (in the case of an issue of Units), the cancellation proceeds (in the case of a cancellation of Units) or the gross realisation proceeds (in the case of a realisation of Units) on the relevant Dealing Day.

**20.8** You should read the Deed for further details relating to the Fund. The Deed is a legal document that sets out our rights, responsibilities and obligations, and the rights, responsibilities and obligations of the Trustee and Holders. The provisions of the Deed are binding on each Holder as if he/she is a party to the Deed.

The Deed includes (among others) provisions relating to the following matters:

**The rights of Holders.** These include the right to remove the Trustee, us and the Auditors, to terminate the Fund, to conduct meeting of Holders and to transfer Units held by them.

**Meetings of Holders.** Such meetings can be convened and conducted in accordance with the provisions contained in the Deed.

**Transfer of Units.** A Holder may transfer Units in the manner stated in the Deed.

**Distribution policy.** We have the absolute discretion to determine whether a distribution is to be made to Holders and if we decide that a distribution is to be made, it will be made in accordance with the provisions of the Deed.

**Termination of the Fund.** The Fund may be terminated by the Trustee or us in the circumstances stipulated in the Deed, including where the value of the Deposited Property falls below S\$5 million or by not less than six months' notice to the other given so as to expire at the end of the accounting period current at the end of the twentieth year after the date of the Principal Deed or any year thereafter.

**Investment restrictions.** Investments by the Fund are subject to the investment and borrowing restrictions stated in the Deed.

The Investment and Borrowing Guidelines issued by the Authority under Appendix 1 and Annex 1A of the Code, as may be amended, restated, supplemented or replaced from time to time, shall apply to the Fund.

In addition to complying with Appendix 1 of the Code, we will not invest in any product or engage in any transaction which may cause the Units of the Fund not to be regarded as Excluded Investment Products under the Notice on the Sale of Investment Products and the Notice on Recommendations on Investment Products or prescribed capital markets products under the Securities and Futures (Capital Markets Products) Regulations 2018.

**Exemptions and indemnities.** You should take note of the exemptions and indemnities in favour of us and/or the Trustee as stated in the Deed and in particular, those provided at Clauses 25.4, 25.5, 26.4 to 26.7, 26.9, 26.10, 28.1 to 28.5, and 29.2.

**Securities Lending.** Subject to the provisions on securities lending and financial derivatives as set out in Appendix 1 of the Code and to the investment restrictions described in the paragraph "Investment Restrictions" above, we may engage in securities lending transactions and invest in financial derivatives. We currently do not intend to engage in securities lending transactions but may do so in the future.

**LION GLOBAL INVESTORS LIMITED**  
**BOARD OF DIRECTORS**  
**PROSPECTUS OF LIONGLOBAL SINGAPORE BALANCED FUND**

Signed:

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Khor Hock Seng  
Chairman  
(signed by Teo Joo Wah  
for and on behalf of Khor Hock Seng)

Signed:

---

Teo Joo Wah  
CEO

Signed:

---

Ronnie Tan Yew Chye  
Director  
(Signed by Teo Joo Wah  
for and on behalf of Ronnie Tan Yew Chye)

Signed:

---

Chong Chuan Neo  
Director  
(Signed by Teo Joo Wah  
for and on behalf of Chong Chuan Neo)

Signed:

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Goh Chin Yee  
Director  
(Signed by Teo Joo Wah  
for and on behalf of Goh Chin Yee)

This Product Highlights Sheet is an important document.

- It highlights the key terms and risks of this investment product and complements the Prospectus<sup>1</sup>.
- It is important to read the Prospectus before deciding whether to purchase the product. If you do not have a copy, please contact us to ask for one.
- You should not invest in the product if you do not understand it or if you are not comfortable with the accompanying risks.
- If you wish to purchase the product, you will need to make an application in the manner set out in the Prospectus.

#### LIONGLOBAL SINGAPORE BALANCED FUND (the “Fund”)

<b>Product Type</b>	Unit Trust (The Units are Excluded Investment Products)	<b>Launch Date</b>	22 September 1995 <sup>2</sup>
<b>Manager</b>	Lion Global Investors Limited	<b>Custodian</b>	The Hongkong and Shanghai Banking Corporation Limited
<b>Trustee</b>	HSBC Institutional Trust Services (Singapore) Limited	<b>Dealing Frequency</b>	Every Business Day
<b>Capital Guaranteed</b>	No	<b>Expense Ratio for FY 31 Dec 2022</b>	[1.45]%
<b>Name of Guarantor</b>	Not Applicable		

#### PRODUCT SUITABILITY

<p><b>WHO IS THE PRODUCT SUITABLE FOR?</b></p> <p>The Fund is <u>only</u> suitable for investors who:</p> <ul style="list-style-type: none"> <li>• seek capital growth over the medium to long term;</li> <li>• are comfortable with investing in a balanced fund comprising equities and bonds.</li> </ul> <p>Please note your investment in the Fund is at risk and you may not get back the principal sum invested.</p>	<p><u>Further Information</u></p> <p>Refer to “Investment Objective, Focus and Approach” (Section 6) of the Prospectus for further information on product suitability.</p>
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#### KEY PRODUCT FEATURES

<p><b>WHAT ARE YOU INVESTING IN?</b></p> <p>You are investing in a unit trust constituted in Singapore that aims to provide you with an opportunity to achieve medium to long term capital appreciation.</p> <p>Distribution of income and/or net capital gains (to the extent permitted under the Deed) will be at our sole discretion. Any distributions made will reduce the Net Asset Value of the Deposited Property.</p> <p>You should note that the Units are Excluded Investment Products and prescribed capital markets products, and that the Fund is subject to the investment restrictions prescribed under the Notice on the Sale of Investment Products and Notice on Recommendations on Investment Products issued by the MAS and the Securities and Futures (Capital Markets Products) Regulations 2018.</p>	<p>Refer to “Investment Objective, Focus and Approach” (Section 6) of the Prospectus for further information on features of the product.</p>
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#### Investment Strategy

<p>The Fund will invest primarily in securities (including real estate investment trusts) listed or quoted on the Recognised Stock Exchange and bonds primarily in Singapore, with limited investments in Hong Kong SAR, China, Thailand, Malaysia, Indonesia, Philippines, Japan, India, Korea, Taiwan, and other countries outside Singapore. There is no target industry or sector.</p>	<p>Refer to “Investment Objective, Focus and Approach” (Section 6) of the Prospectus for further information on features of the product.</p>
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<sup>1</sup> The Prospectus is available for collection at Lion Global Investors Limited, 65 Chulia Street, #18-01 OCBC Centre, Singapore 049513 from Monday to Friday (9am to 6pm) or website: [www.lionglobalinvestors.com](http://www.lionglobalinvestors.com)

<sup>2</sup> Inception dates of the SGD Class and USD Class are 22 September 1995 and 2 August 2004 respectively.

**Parties Involved**

**WHO ARE YOU INVESTING WITH?**

- **The Managers**
  - o Lion Global Investors Limited
- **The Trustee**
  - o HSBC Institutional Trust Services (Singapore) Limited
- **The Custodian**
  - o The Hongkong and Shanghai Banking Corporation Limited

Refer to “The Managers” and “The Trustee and the Custodian” (Sections 2 and 3) of the Prospectus for further information on the role and responsibilities of these entities and what happens if they become insolvent.

**KEY RISKS**

**WHAT ARE THE KEY RISKS OF THIS INVESTMENT?**

You should consider and satisfy yourself as to the risks of investing in the Fund.  
 An investment in the Fund is meant to produce returns over the long-term. You should not expect to obtain short-term gains from such investment.  
**You should note that the value of Units, and the income accruing to the Units, may fall or rise and that you may not get back your original investment.**

Refer to “Risks” (Section 8) of the Prospectus for further information on risks of the product.

**Market and Credit Risks**

- **You are exposed to Market Risks**
  - o The price of Units and the income from them may go down as well as up in response to changes in interest rates, foreign exchange, economic and political conditions and the earnings of corporations whose securities are comprised in the portfolio of the Fund.
- **You are exposed to Currency Risks**
  - o As the investments of the Fund may be denominated in foreign currencies, fluctuations of the exchange rates of foreign currencies against the base currency of the Fund (i.e. the Singapore Dollar) may affect the value of the Units in the Fund.
- **You are exposed to Political and Credit Risks**
  - o The Fund may invest in debt obligations of governments and companies in the South East Asia region. Adverse changes in the country or company may cause the Fund to suffer a loss of interest or principal on any of its holdings of such debt.

**Liquidity Risks**

- **You are exposed to Liquidity Risk**
  - o The Fund is not listed and you can redeem only on Dealing Days.

**Product Specific Risks**

- **You are exposed to Derivatives Risks**
  - o The Fund may invest in financial derivative instruments for hedging purposes or for the purpose of efficient portfolio management. While the judicious use of derivatives by professional investment managers can be beneficial, derivatives involve risks different from, and, in some cases, greater than, the risks presented by more traditional securities investments.
- **You are exposed to Emerging Market Risks**
  - o The Fund invests primarily in the securities of companies quoted or listed on Recognised Stock Exchanges in the Asian region, which involves greater risk than is customarily associated with the securities of companies quoted or listed on the stock exchanges of more developed countries, especially in the areas of exchange rate policies, interest rates, growth rates and asset valuations.
  - o The marketability of quoted securities of some Asian markets may be limited due to foreign investment restrictions, wide dealing spreads, restricted opening hours of stock exchanges and a narrow range of investors. Trading volume and market capitalisation in such markets may be lower than in more developed stock markets. This may result in a lower degree of liquidity for the Fund’s investments.

## FEES AND CHARGES

### WHAT ARE THE FEES AND CHARGES FOR THIS INVESTMENT?

- Payable directly by you**

You will need to pay the following fees and charges as a percentage of your gross investment amount:

Preliminary Charge	Currently 5%. Maximum 5%.
Redemption Fee	Currently Nil. Maximum 5%
Switching Fee	Currently up to 1%. Maximum 5%
Anti-Dilution Fee	Currently 0%. Maximum 2.5%

Additional fees may be imposed and payable to appointed distributors that are in addition to the maximum Preliminary Charge disclosed above, depending on the specific nature of services provided by the appointed distributor.

- Payable by the Fund from invested proceeds**

The Fund will pay the following fees and charges to us, Trustee and other parties:

Annual Management Fee	Currently 1.25% p.a. of the Net Asset Value of the Deposited Property.
(a) Retained by Managers	Maximum 1.75% p.a. of the Net Asset Value of the Deposited Property.
(b) Paid by Managers to financial advisers/distributors (trailer fee)	(a) 0% to 60% of the Annual Management Fee (b) 40% to 100% <sup>3</sup> of the Annual Management Fee
Annual Trustee Fee	Currently 0.02% p.a. on the first S\$100 million of the Net Asset Value of the Deposited Property and 0.018% p.a. on the balance above S\$100 million of the Net Asset Value of the Deposited Property. Maximum: 0.2% p.a. of the Net Asset Value of the Deposited Property. Subject always to a minimum sum of S\$8,000 p.a.

Refer to “Fees and Charges” (Section 7) of the Prospectus for further information on fees and charges.

## VALUATIONS AND EXITING FROM THIS INVESTMENT

### HOW OFTEN ARE VALUATIONS AVAILABLE?

The Fund will be valued on each Dealing Day. The indicative prices of Units are quoted on a forward pricing basis and will likely be available two Business Days in Singapore after each relevant Dealing Day (subject to the publication policies of the relevant publisher).

The prices will be published on our website at [www.lionglobalinvestors.com](http://www.lionglobalinvestors.com).

### HOW CAN YOU EXIT FROM THIS INVESTMENT AND WHAT ARE THE RISKS AND COSTS IN DOING SO?

#### Cooling Off Period

If you are subscribing for Units in the Fund for the first time, you may cancel your subscription of Units within 7 calendar days from the date of subscription by submitting a Notice to Cancel Form to us, subject to cancellation terms and conditions. Subject to the provisions of the Deed, you will be refunded the lower of the market value of the Units held on the day of receipt and acceptance of such form or the original amount paid by you. Where the market value of the Units held is greater than the original amount paid by you, we are not obliged to pay the excess amount to you and the excess amount shall be retained in the Fund.

#### Realisation

You may realise your holdings in the Fund on any Dealing Day by submitting a realisation form to us or our appointed agents or distributors.

If your realisation form is received and accepted by us by the dealing deadline of 3 p.m. Singapore time on a Dealing Day, your Units shall be realised at that Dealing Day’s realisation price. Realisation forms received after the dealing deadline or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

You will receive your realisation proceeds within 7 Business Days from the receipt and acceptance of the realisation form by us.

Refer to “Obtaining Prices of Units” (Section 13) of the Prospectus for further information on valuation of the product.

Refer to “Realisation of Units” (Section 11) of the Prospectus for further information on exiting from the product.

<sup>3</sup> Your financial adviser/distributor is required to disclose to you the amount of trailer fee it receives from the Managers.

Illustration of realisation proceeds paid			
100 Units Realised	x	\$1.000* Notional Realisation Price (= Net Asset Value per Unit)	= \$100.00* Gross Realisation Proceeds
\$100.00* Gross Realisation Proceeds	-	Nil* Anti-Dilution Fee	= \$100.00* Realisation Proceeds after Anti-Dilution Fee
\$100.00* Realisation Proceeds after Anti-Dilution Fee	-	Nil^ Redemption Fee	= \$100.00* Net Realisation Proceeds

*\*In Singapore Dollars or US Dollars, as the case may be. Notional Realisation Price is used for illustrative purposes and is not indicative of any future or likely performance of the Fund.*

*^No Redemption Fee is currently imposed.*

### CONTACT INFORMATION

#### HOW DO YOU CONTACT US?

If you have questions concerning your investment in the Fund, you may call us at telephone number (65) 6417 6900.

Website: [www.lionglobalinvestors.com](http://www.lionglobalinvestors.com)

Email: [contactus@lionglobalinvestors.com](mailto:contactus@lionglobalinvestors.com)

### APPENDIX: GLOSSARY OF TERMS

#### Anti-Dilution Fee

In relation to the issue, cancellation or realisation of a Unit of any Class (as the case may be), is an adjustment upwards or downwards of not more than two and a half per cent (if any) as we may determine, which shall take into account, in the case of an issue of Units, any Duties and Charges which would have been payable in purchasing the Investments constituting the Deposited Property for the account of the Fund, or in the case of a cancellation or realisation of a Unit of any Class (as the case may be), any Duties and Charges which would have been payable in selling the Investments constituting the Deposited Property for the account of the Fund, divided by the number of Units of that Class in issue and deemed to be in issue as at that time, and such other considerations as we shall deem fit.

#### Business Day

Any day (other than Saturday, Sunday or a gazetted public holiday) on which banks and other financial institutions in Singapore are generally open for business.

#### Duties and Charges

All stamp and other duties, taxes, governmental charges, brokerage, commissions, bank charges, transfer fees, registration fees and other duties, taxes, charges and fees whether in connection with (i) the constitution of the Deposited Property; or (ii) the increase or decrease of the Deposited Property; or (iii) the issue, sale or purchase of Units; or (iv) the sale or purchase of Investments; or otherwise, which may have become or may be payable in respect of, prior to or upon the occasion of the transaction or dealing in respect of which the same are payable, but does not include any commission payable to agents on a sale or purchase of Units.

#### Dealing Day

Every Business Day or such Business Day or Business Days at such intervals as we may from time to time determine with the approval of the Trustee Provided That reasonable notice of any such determination shall be given by us to all Holders at such time and in such manner as the Trustee may approve.

#### Excluded Investment Product

Is as defined in the Notice on the Sale of Investment Products and the Notice on Recommendations on Investment Products issued by the MAS.

#### Net Asset Value

The value of all assets of the Fund less liabilities.

#### Prescribed Capital Markets Product

Is as defined in the Securities and Futures (Capital Markets Products) Regulations 2018.

#### Recognised Stock Exchange

Any stock exchange of repute in any part of the world and in relation to any particular investment shall be deemed to include any reputable firm, corporation or association in any part of the world dealing in the investment which we may from time to time elect with the approval of the Trustee.

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**Lion Global Investors Ltd**

65 Chulia Street #18-01

OCBC Centre, Singapore 049513

For more information, visit: [lionglobalinvestors.com](http://lionglobalinvestors.com) or email: [ContactUs@lionglobalinvestors.com](mailto:ContactUs@lionglobalinvestors.com)

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