nikko am
Nikko Asset Management

YOUR GOALS,
OUR COMMITMENT.

PROSPECTUS
Nikko AM ASEAN Equity Fund

Dated 19 March 2024

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DIRECTORY

Managers

Nikko Asset Management Asia Limited

12 Marina View, #18-02, Asia Square Tower 2, Singapore 018961

(Company Registration Number: 198202562H)

Trustee

BNP Paribas Trust Services Singapore Limited

20 Collyer Quay, #01-01, Singapore 049319

(Company Registration Number: 200800851W)

Auditors

PricewaterhouseCoopers LLP

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

Custodian

BNP Paribas, acting through its Singapore Branch
(Company Registration No.: S71FC2142G)
20 Collyer Quay, #01-01, Singapore 049319

Solicitors to the Managers

Allen & Gledhill LLP

One Marina Boulevard, #28-00, Singapore 018989

Solicitors to the Trustee

Tan Peng Chin LLC

50 Raffles Place, #27-01 Singapore Land Tower, Singapore 048623

NIKKO AM ASEAN EQUITY FUND

Important Information

Nikko Asset Management Asia Limited (the "**Managers**") accepts full responsibility for the accuracy of the information contained in this Prospectus of the Nikko AM ASEAN Equity Fund (the "**Fund**") and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief, there are no material facts the omission of which would make any statement herein misleading.

You should refer to the relevant provisions of the Deed (as defined in paragraph 1.3 of this Prospectus) and obtain independent professional advice if there is any doubt or ambiguity. You may inspect copies of the Deed at the business address of the Managers at 12 Marina View, #18-02, Asia Square Tower 2, Singapore 018961 at all times during usual business hours (subject to such reasonable restrictions as the Managers may impose).

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and may only be used in connection with the offering of units in the Fund ("**Units**"). No representation is made as to the tax status of the Fund.

The Units may not be directly or indirectly offered or sold in the United States of America or any of its states, territories, possessions or other areas subject to its jurisdiction (the "**United States**") or for the benefit of a United States resident. If at any time it shall come to the knowledge of the Managers that any Units are held by or in the beneficial ownership or under the control of a United States resident, the Managers shall have the right, on giving written notice, to purchase from the holder such Units at the Realisation Price (as described in paragraph 11 of this Prospectus) or to require the holder of such Units to transfer all such Units to a person who is not a United States resident.

You should seek independent professional advice to ascertain (a) the possible tax consequences; (b) the legal and regulatory requirements; and (c) any foreign exchange restrictions or exchange control requirements which you may encounter under the laws of the country of your citizenship, residence, licensing or domicile, and which may be relevant to the subscription, holding or disposal of Units and should inform yourself of and observe all applicable laws and regulations of any relevant jurisdiction that may be applicable to you.

You should consider the normal risks involved in investing and participating in collective investment schemes before investing in the Fund. You should also carefully consider the risks of investing in the Fund, details of which are set out in paragraph 9 of this Prospectus. You should note that your investments can be volatile and that the value of Units may decline as well as appreciate. Therefore there is no assurance that the Fund will be able to attain its objective. The prices of Units as well as income from them may go up as well as down to reflect changes in the value of the Fund. You should only make an investment if you can sustain losses on your investment. You should also satisfy yourself as to whether an investment in the Fund is suitable for you based on your personal circumstances.

The Managers may in their absolute discretion, subject to the applicable investment restrictions as may from time to time be prescribed by the Monetary Authority of Singapore (the "**Authority**"), invest in financial derivative instruments ("**FDIs**") for the purposes of hedging and/or efficient portfolio management. Please refer to paragraphs 9.2.4 and 9.2.11 of this Prospectus for further details, including the risks in connection with such investments.

No person, other than the Managers, has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, subscription or sale of Units, other than those contained in this Prospectus and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the Managers.

You should note that the Units are not listed on any stock exchange and that there is no secondary market for the Fund. You may purchase, cancel, realise or exchange your Units through the approved distributors of the Managers, subject to the ultimate discretion of the Managers in respect of the purchase, realisation or exchange of your Units in accordance with the provisions in the Deed. Institutional investors may also purchase, realise or exchange Units through the Managers directly.

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

You should direct all enquiries in relation to the Fund to the Managers or their approved distributors.

Personal Data Protection

You consent and acknowledge that any personal data provided to the Managers, the Trustee (as defined in paragraph 1.3 of this Prospectus), the Custodian (as defined in paragraph 4.3 of this Prospectus), the registrar of the Fund (the "**Registrar**") and/or such other appointed representatives, agents and/or service providers of the Managers and/or each of their affiliates and related corporations (as defined under Section 6 of the Singapore Companies Act 1967) ("**Recipients**", each a "**Recipient**") whether directly or through appointed distributors or agents or otherwise collected by or on behalf of a Recipient in connection with the subscription for Units, including any personal data relating to third party individuals (e.g. your beneficial owners, directors or authorised signatories, if you are not an individual) (such personal data, "**Data**") may be collected, used and disclosed by a Recipient for the following purposes: (i) updating and maintaining the register of unitholders of the Fund; (ii) processing instructions from you or persons acting on your behalf or processing your trades or those of persons acting on your behalf; (iii) complying with any applicable rules, laws or regulations, regulatory policies, guidelines or industry codes, orders, directions or requests issued by any court, legal or regulatory bodies (whether in Singapore or otherwise) including rules and regulations relating to anti-money laundering and countering the financing of terrorism and the carrying out of audit checks, surveillance and investigation; (iv) preventing, detecting and investigating crime, offence or unlawful activity including but not limited to fraud, money-laundering, terrorist financing and bribery, and analysing and managing commercial risks; (v) complying with any applicable treaty or agreement with or between Singapore and a foreign jurisdiction; (vi) fulfilling a judgment or order of court or of any other tribunal within Singapore and in an applicable foreign jurisdiction; (vii) providing client-related services, including providing customer support, responding to queries or feedback given by you or persons acting on your behalf, and generating, communicating with and disseminating notices, reports, correspondence, statements, invoices, confirmations and advices to you or persons acting on your behalf; (viii) verifying your identity or the identity of persons acting on your behalf; (ix) reviewing and approving your account(s), and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing; (x) legal claims, actions or proceedings including but not limited to drafting and reviewing documents, obtaining legal advice and facilitating dispute resolution or exercising or enforcing the rights of a

Recipient under contract or pursuant to applicable laws and regulations; (xi) administering, operating, processing or managing the Units or the Fund; (xii) meeting or complying with the Recipient's internal policies and procedures; (xiii) handling feedback, queries or complaints; (xiv) maintaining the security of the Recipient's premises including but not limited to the use of forms of surveillance such as security cameras; (xv) facilitating any proposed or actual business assignment, transfer, participation or sub-participation in any of the Recipient's rights or obligations in respect of your relationship with the Recipient; (xvi) all purposes reasonably related to one or more of the foregoing; and (xvii) conducting general administration in relation to the foregoing. Where you provide personal data relating to third party individuals to a Recipient, you warrant that the prior consent of such third party individual, which will allow a Recipient to collect, use and disclose that personal data in the manner and for the purposes described above, has been obtained, and you consent to and acknowledge all such collection, use and disclosure on behalf of that third party individual. You shall, upon request from any Recipient, promptly provide a copy of the document(s) containing or evidencing such prior consent obtained from such third party individual.

You consent and acknowledge that Data may be disclosed and transferred to the following parties, in Singapore or in a foreign jurisdiction, for the purposes set out above: (i) any person or entity including government authorities, regulatory bodies, courts and tribunals to whom a Recipient is under an obligation to make disclosure pursuant to any domestic or foreign legal process, legal obligation or regulatory obligation; (ii) related corporations of the Managers, the Trustee (as defined in paragraph 1.3 of this Prospectus), the Custodian (as defined in paragraph 4.3 of this Prospectus) or the Registrar; and (iii) any agent, contractor or third party service provider who provides administrative, mailing, data processing, business process, human resource, information technology or other services to a Recipient in connection with the operation of the business of a Recipient or the administration and operation of the Fund.

You may, after consenting to the collection, use and disclosure of your Data, withdraw your consent by giving notice in writing to the Managers, whether directly or through their appointed agents or distributors. You should note that a notice of withdrawal of consent submitted by you, or by any third party individuals whose personal data you have provided to the Recipients (e.g. your beneficial owners, directors or authorised signatories, if you are not an individual), may be deemed to be a request for redemption of all Units held by you.

You undertake to ensure that all information provided to the Recipient is true, accurate and complete and that changes to any such information shall be notified to the Recipient in a timely manner.

Foreign Account Tax Compliance

Treasury Regulations adopted in the United States to implement FATCA ("**US FATCA Regulations**") and intergovernmental agreements entered into by the United States and many other countries to implement FATCA reporting and exchange of information in those countries (each, an "**IGA**") provide the means by which non-US financial institutions ("**FIs**") meet their obligations to report account information with respect to US persons and certain non-US entities owned by US persons. FIs that comply with the requirements of the FATCA Regulations or the IGA in effect in their home jurisdictions, as applicable, will avoid US FATCA withholding taxes on relevant payments originating in the US. Failure to comply with the US FATCA Regulations or an applicable IGA can result in withholding tax on payments, liability with respect to taxes that should have been withheld, and additional penalties

under both US law and the laws of the FI's home jurisdiction. Wilful failure to comply can result in criminal penalties.

You acknowledge that you shall notify the Managers or their approved distributors immediately in writing if you are a US Person or if you have subscribed for or hold any Units on behalf of any US Person. You shall further notify the Managers or their approved distributors not later than thirty (30) days of any change under FATCA or any laws or regulations that affects your tax status or the tax status of any US Person on whose behalf you have subscribed for or hold any Units.

You represent and warrant that you have provided or shall provide to the Managers or their approved distributors all documentation or other information required for compliance with FATCA and in connection with any change in tax status and shall otherwise provide all required documentation (including the completion of any FATCA related forms and documents) and other information not later than seven (7) days of any request in writing by the Managers or their approved distributors.

You acknowledge that if you fail to provide accurate and timely information the Managers and their approved distributors have the right to deem you recalcitrant and/or reportable and shall be entitled to take all necessary action(s) against you (including but not limited to, the right by the Managers, on giving written notice to you, to compulsorily realise on any Dealing Day (as defined in paragraph 10.5 of this Prospectus) all or any of the Units held by you at the Realisation Price in accordance with the realisation provisions under clause 14 of the Deed) to be compliant with requirements under FATCA, including but not limited to any local legislation enacted in connection with FATCA as such local legislation may be modified, amended, supplemented, re-enacted or re-constituted from time to time. You should note that the Managers may compulsorily realise all or any of your Units in any of the circumstances set out in paragraph 20.7 of this Prospectus.

You consent to the collection, storage, and disclosure of any confidential information including personal data to persons to whom payments are made or from whom payments are received for your account and to governmental authorities as required by laws and regulations or other agreement by or between governments pursuant to FATCA. You represent that you have secured from any third party whose information may be provided to the Managers and their approved distributors all necessary consents and/or waivers to permit the Managers and their approved distributors to carry out the actions required pursuant to FATCA, and that you shall secure such consents and waivers prior to furnishing such information to the Managers and their approved distributors.

You acknowledge that the Managers and their approved distributors are entitled to take all necessary action determined by the Managers and the approved distributors to be and remain compliant with FATCA as is required by law or other agreement by or between governments. You authorise the Managers and their approved distributors to withhold or otherwise deduct from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount pursuant to FATCA.

The Managers and their approved distributors shall have the right to determine and carry out any action which they consider to be appropriate to meet any obligations or requirements, whether in Singapore or elsewhere, for the purpose of the prevention of tax evasion. Such actions may include, but shall not be limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with any tax or regulatory authorities and withholding income from your account(s) and transferring it to such tax authorities. If there is any doubt

as to whether a payment in or out of your account is lawful, the Managers and their approved distributors reserve the right to cease all dealings with you in relation to such account.

For the purposes of this section relating to foreign account tax compliance, the following words and expressions shall have the following meanings:

"**FATCA**" means sections 1471 through 1474 of the United States Internal Revenue Code and any regulations and other guidance issued in connection thereto or any other agreement entered into with or between authorities and governments arising out of or in connection with FATCA or the implementation thereof, as each may be modified, amended, supplemented, re-enacted or re-constituted from time to time.

"**US Person**" means a United States citizen or resident individual, a partnership or corporation organised in the United States or under the laws of the United States or any state of the United States, or a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more US Persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. This definition shall be interpreted in accordance with the United States Internal Revenue Code. Please note that persons who have lost their United States citizenship and who live outside the United States may nonetheless in some circumstances be treated as US Persons.

Common Reporting Standard and Automatic Exchange of Information

The Common Reporting Standard ("**CRS**") is an internationally agreed standard for the automatic exchange of financial account information between jurisdictions for tax purposes, to better combat tax evasion and ensure tax compliance. CRS has been implemented in Singapore via Part 20B of the Income Tax Act 1947, read together with the Income Tax (International Tax Compliance Agreements)(Common Reporting Standard) Regulations 2016 (collectively the "**CRS Regulations**"). Singapore has been exchanging financial account information with jurisdictions where Singapore has a competent authority agreement (also known as "partner jurisdictions") since September 2018.

The CRS Regulations require a Singapore financial institution that is a Reporting FI (as defined in the CRS Regulations, and referred to in this paragraph as an "**SGFI**") to identify and determine the tax residences of all its account-holders, and in some cases, the controlling persons of an account holder. The SGFI is required to report to the Inland Revenue Authority of Singapore ("**IRAS**") on an annual basis, the particulars and account information of its account holders, and where applicable the particulars of the controlling persons, that are tax residents of partner jurisdictions. The IRAS will in turn transmit the financial account information of such account holders and controlling persons to the respective tax authorities of the partner jurisdictions in which such persons are tax resident pursuant to the terms of the applicable competent authority agreement.

Accordingly, the Managers and/or the Trustee (as defined in paragraph 1.3 of this Prospectus) will require you to provide, amongst other things, information in relation to your identity and tax residence(s) of your account(s) (and the controlling persons, if any), including tax identification numbers, FATCA and CRS classification status and any additional documentation or information. Where applicable, the information you provided, and the financial account information of your account, will be reported to the IRAS and transmitted to the other relevant tax authorities for purposes of

complying with FATCA, the CRS Regulations and any similar automatic exchange of tax information regimes.

You acknowledge that the Managers and their approved distributors may each take such action and/or pursue all remedies at its disposal (including, without limitation, rejection of any application for Units or withholding of redemption proceeds) as they consider necessary to secure payment of withholding tax or penalties incurred by the Fund due to your refusal to provide the requisite information regarding your tax status, identity, tax residency or other information. Any related tax, costs, interest, penalties and other losses and liabilities suffered by the Fund and Managers and their approved distributors or any agent, delegate, employee, director, officer, manager, member or affiliate of any Holder (as defined in paragraph 1.4 of this Prospectus) pursuant to CRS and/or FATCA, arising from your failure to provide the requested information to the Fund (whether or not such failure actually leads to compliance failures by the Fund and Managers and their approved distributors, or a risk of the Fund and Managers and their approved distributors or the Holder being subject to withholding tax) shall be economically borne by you.

No Holder affected by any such action or remedy shall have any claim against the Fund and Managers for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with CRS, including the IGA, any Competent Authority Agreement ("**CAA**"), the FATCA regulations and the CRS regulations.

In case of cross-border mergers of FIs, the Managers or their approved distributors may be required to collect additional information from you to comply with the applicable laws or regulations. Please note that exchange of information to the tax authorities subsequent to merger may be different from the exchange of information pre-merger.

You should consult your professional advisers on the possible tax and other consequences with respect to the implementation of FATCA and CRS.

WARNING

The Fund may only be offered to professional investors in Hong Kong and is not authorised by the Securities and Futures Commission. The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to this document. If you are in any doubt about any of the contents, you should obtain independent professional advice.

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NIKKO AM ASEAN EQUITY FUND

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

1. BASIC INFORMATION

1.1 The Fund is a Singapore authorised open-ended standalone unit trust.

1.2 The date of registration of this Prospectus with the Authority is 19 March 2024. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 18 March 2025) and shall expire on 19 March 2025.

1.3 The Fund is constituted as a standalone unit trust in Singapore on 7 September 2015 pursuant to the trust deed dated 7 September 2015 (the "**Principal Deed**") entered into between the Managers and BNP Paribas Trust Services Singapore Limited (the "**Trustee**"). The Principal Deed has been amended by a First Supplemental Deed dated 25 April 2017 and a Second Supplemental Deed dated 22 March 2021 made between the Managers and the Trustee (the Principal Deed as amended by the First Supplemental Deed and the Second Supplemental Deed shall be referred to as the "**Deed**"). You may inspect copies of the Deed at the business address of the Managers at 12 Marina View, #18-02, Asia Square Tower 2, Singapore 018961 at all times during usual business hours (subject to such reasonable restrictions as the Managers may impose). Unless specifically defined herein, all defined terms used in this Prospectus shall have the same meaning as used in the Deed.

1.4 The Deed is binding on the Managers, the Trustee and all unitholders of the Fund (the "**Holders**") (and all persons claiming through such Holders) as if such persons had each been a party to the Deed. Much of the information in this Prospectus is a summary of corresponding provisions in the Deed. You should read the Deed for further details and for further information which is not contained in this Prospectus.

1.5 **Accounts and Reports**

You may obtain the latest annual and semi-annual reports, annual and semi-annual accounts and the auditors' report on the annual accounts relating to the Fund from the Managers' website at www.nikkoam.com.sg.

2. THE MANAGERS

2.1 The managers for the Fund are Nikko Asset Management Asia Limited (Company Registration No.: 198202562H) and their registered and business address is at 12 Marina View, #18-02, Asia Square Tower 2, Singapore 018961. The Managers are licensed and regulated by the Authority.

2.2 The Managers have managed collective investment schemes or discretionary funds in Singapore since 1982.

2.3 Subject to Section 295 of the SFA, the Managers may be removed by the Trustee by notice in writing, if they go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or if a judicial manager or a receiver is appointed over any of their assets. Please refer to the Deed for further information on the role and responsibilities of the Managers and what happens if they become insolvent

2.4 **Directors of the Managers**

Seet Oon Hui Eleanor

Eleanor joined the Managers in 2011 as the President and as an executive director of the Managers. She is also the Head of Asia ex-Japan at the Managers and is responsible for driving the growth of the Managers in the region. Additionally, she leads in the management of Nikko Asset Management group's joint venture relationships in China and Malaysia and is a board member of AHAM Asset Management Berhad. Eleanor is a pioneer in the asset management industry with over 20 years of experience.

Prior to joining the Managers, Eleanor led the distribution effort for iShares concentrating on the wealth management segments across Asia ex-Japan. Previously, she spent 12 years at AllianceBernstein, where she was responsible for building and developing the firm's distribution channels and business. In that capacity, she was responsible for the overall strategy and execution of the firm's product offerings in South East Asia via intermediaries.

Eleanor graduated with a Bachelor of Economics from the University of New South Wales, Sydney. In 2017, she was conferred the IBF Fellow distinction by the Institute of Banking and Finance Singapore.

Yutaka Nishida

Yutaka Nishida joined Nikko Asset Management in April 2020 as a Non-Executive Director, before becoming a Director and Executive Vice Chairman in June 2021, and Executive Chairman since April 2022. He works closely with the President in the supervision and execution of all aspects of the business.

In 1984, Nishida joined The Sumitomo Trust and Banking Co., Ltd. (currently Sumitomo Mitsui Trust Bank, Ltd.) and his career spans key senior roles at Sumitomo Mitsui Trust Bank and Sumitomo Mitsui Trust Holdings Inc. He gained extensive international experience as Head of New York Unit, Global Markets and later Regional Executive for Europe and General Manager of London Branch. In 2012, he was named an Executive Officer of Sumitomo Mitsui Trust Bank and rose through the ranks eventually to 2017 as Director and Senior Managing Executive Officer. Meanwhile at Sumitomo Mitsui Trust Holdings, he was appointed Executive Officer in 2013, and held senior roles until becoming a Director and Senior Managing Representative Executive Officer in 2019. During this time, he was mainly responsible for overseeing key administrative functions of risk management, fiduciary risk management, legal and compliance.

Nishida graduated from the School of Law at Kyoto University in March 1984.

Hiroshi Yoh

Hiroshi Yoh joined Nikko Asset Management in November 2022 as Executive Corporate Officer, Chief Investment Officer ("CIO") and Global Head of Investment. He is responsible for directing all of the firm's investment management activities globally.

With 33 years of experience in the asset management industry, Yoh has served in offices throughout Asia of major global and Japanese players, where he held key roles including Chief Executive Officer ("CEO"), CIO, Portfolio Manager and Strategist. Prior to joining Nikko Asset Management, he was President of Franklin Templeton Japan Co., Ltd., and CEO and CIO of Tokio Marine Asset Management International. As a portfolio manager, Yoh has managed Japanese equity, Asia equity, global emerging market equity, Asia multi-asset balanced funds, as well as private equity and hedge funds. Most recently, he was CIO at Asset Management One in Singapore since December 2019.

In December 2021, Yoh was named as one of 25 Leaders in the Asian asset management industry over last 25 years for his outstanding contributions, according to industry publication Asia Asset Management.

He earned a Master of Economics, with a major in International Trade and Finance from the Graduate School of Business Administration and Political Science at Tsukuba University in 1989, and completed the Advanced Management Program at Harvard Business School in 2010. He is also a Chartered Member of the Securities Analysts Association of Japan (CMA).

Allen Yan

Allen Yan is Executive Corporate Officer and Chief Financial Officer, Global Head of Finance and Head of Finance Division, responsible for all financial accounting and capital management throughout the firm globally. He also serves as Global Head of Strategic Planning, and oversees all strategic activities. He has held his current roles since April 2023, and is based in Tokyo.

Yan first joined Nikko Asset Management in May 2006 as General Manager, Analysis and Budgeting Department. In March 2008, he became Head of Strategy & Financial Planning Department. Then in April 2011, he was seconded to the joint venture company Rongtong Fund Management Co., Ltd. headquartered in Shenzhen, China, as Executive Deputy CEO. In May 2013, with the founding of Rongtong's subsidiary in Hong Kong Rongtong Global Investment Limited, he took on the additional role as its CEO. He returned to Nikko Asset Management in January 2023 as an Executive Corporate Officer and Chief Financial Officer.

Prior to joining Nikko Asset Management, Yan joined the New Business Development Group at Fidelity Investments in Boston in 2000 and later transferred to Fidelity Investments Japan in 2001. There, he was in the finance division, responsible for business planning and financial analysis for Fidelity Investments Japan and subsequently Fidelity Investments Asia.

He earned his BA in Economics at the University of Chicago and his Master of Commerce and Management at Hitotsubashi University in Japan. He holds the designation of Chartered Financial Analyst (CFA).

2.5 Key executives of the Managers

The key executives of the Managers in relation to the Fund are Seet Oon Hui Eleanor (whose description is set out in paragraph 2.4 above) and Robert Mann.

Lai Yeu Huan

Yeu Huan is Joint Head of Asian Equity at Nikko Asset Management based in Singapore. Along with Peter Monson, he is responsible for overseeing the investment process and performance, and strategic direction of the Asia ex-Japan Equity team of Nikko AM, based in Singapore and Hong Kong.

In addition, Yeu Huan's portfolio responsibilities include Singapore, ASEAN and Real Estate portfolios. Prior to his current appointment, Yeu Huan was Senior Portfolio Manager and before that, the Head of Equity Research for Nikko AM Asia responsible for a team of equity analysts and the equity research process of the firm.

Yeu Huan has more than 25 years' experience in portfolio management and bottom-up equity research. Prior to Nikko AM Asia, he headed the equity research team at DBS Asset Management, which he joined in 2008. Before that, he covered the Asian real estate sector at Lion Global Investors and Standard & Poor's. Prior to that, Yeu Huan was a sell-side analyst covering Singapore banks and other sectors.

Before joining the financial sector, Yeu Huan worked at the Port of Singapore Authority, in various functions including port operations, logistics, and real estate. He obtained a degree in Economics with Honours from the London School of Economics in 1992, under the Port of Singapore Authority scholarship programme. Yeu Huan is a Chartered Financial Analyst Charterholder.

Peter Monson

Peter is Joint Head of Asian Equity at Nikko Asset Management based in Singapore. Along with Lai Yeu Huan , he is responsible for overseeing the investment process and performance, and strategic direction of the Asia ex-Japan Equity team of Nikko AM, based in Singapore and Hong Kong.

In addition, Peter co-manages the regional equity portfolios and has direct Asian and Emerging Market equity experience dating back to 2007. He joined the firm from Treasury Asia Asset Management (TAAM) which was acquired by Nikko AM in 2013.

A specialist in financial stocks across Asia and global emerging markets, Peter has more than 15 years of experience in the fund management industry. He relocated from London to Singapore to join TAAM in June 2012 as a senior investment analyst covering Asian financial stocks.

Peter started his career in 2007, at Aviva Investors London where he worked as an investment analyst on the Global Emerging Market Equity team. His primary coverage was emerging market financial stocks and currencies.

Peter holds a Bachelor of Aeronautical Engineering degree (1st Class Honours) from the University of Bristol and is a Chartered Financial Analyst charterholder.

3. THE TRUSTEE

The trustee for the Fund is BNP Paribas Trust Services Singapore Limited (Company Registration Number: 200800851W) and its registered address is at 20 Collyer Quay, #01-01, Singapore 049319. The Trustee is approved and regulated by the Authority.

The Trustee may be removed by the Managers by notice in writing, if it goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or if a judicial manager or a receiver is appointed over any of its assets. Please refer to the Deed for further information on the role and responsibilities of the Trustee and what happens if the Trustee becomes insolvent.

4. OTHER PARTIES

The Registrar

4.1 The Registrar is the Trustee and Holders may inspect the register of Holders (the "**Register**") at 20 Collyer Quay, #01-01, Singapore 049319 during usual business hours subject to such closure of the Register in accordance with the Deed and such reasonable restrictions as the Managers or the Trustee may impose.

The Auditors

4.2 The auditors for the Fund are PricewaterhouseCoopers LLP of 7 Straits View, Marina One, East Tower, Level 12, Singapore 018936.

The Custodian

4.3 The custodian of the Fund (the "**Custodian**") is BNP Paribas, acting through its Singapore Branch, with its registered address at 20 Collyer Quay, #01-01, Singapore 049319. The Custodian is a global custodian with direct market access in certain jurisdictions and for other markets it engages selected sub-custodians. In respect of its sub-custodians, the Custodian operates a selection and on-going monitoring program based on defined criteria which include financial strength, reputation, and breadth and quality of services provided, such as communication capabilities, settlement, safekeeping, corporate action notification and processing, dividend collection and payment, client service delivery, market information management, asset segregation and business continuity planning. The Custodian is licensed and regulated in Singapore by the Authority. The sub-custodians appointed by the Custodian are regulated in their home jurisdictions.

In the event that the Custodian becomes insolvent, the Trustee may terminate the appointment of the Custodian and, in accordance with the Deed, appoint such other person as the new custodian to provide custodial services to the Fund.

The Administrator

4.4 The administrator of the Fund (the "**Administrator**") is BNP Paribas, acting through its Singapore Branch, with its registered address at 20 Collyer Quay, #01-01, Singapore 049319. The Managers have delegated their accounting and valuation functions in respect of the Fund to the Administrator.

4.5 Counterparties, brokers and/or prime brokers (if any) that are used by the Fund are selected from an approved panel and their appropriateness for continuous use by the Managers is

reviewed on a regular basis. The Managers must complete due diligence on the counterparties, brokers and/or prime brokers and obtain the relevant internal approvals for their inclusion onto the panel. However, for inclusion onto the panel of counterparties, brokers and/or prime brokers to transact in foreign exchange, over-the-counter ("**OTC**") derivatives, secured/unsecured call loan or securities lending, approval must also be sought from the risk management department of the Managers' parent company, Nikko AM.

4.6 The Managers have delegated certain transfer agency functions, in respect of the Fund, to BNP Paribas, acting through its Singapore Branch. The services are provided to the Fund pursuant to the terms of a transfer agency agreement between the Managers and BNP Paribas, acting through its Singapore Branch.

5. STRUCTURE OF THE FUND

5.1 The Fund is a Singapore authorised standalone unit trust. The base currency of the Fund is the United States dollar ("**USD**" or "**US$**").

5.2 The Managers have the discretion to establish different classes of Units (each a "**Class**" and collectively the "**Classes**") from time to time. There are currently six Classes of Units established within the Fund, namely the Singapore dollar ("**SGD" or "S$**") Class A Units (denominated in SGD), the SGD Class B Units (denominated in SGD), the USD Class A Units (denominated in USD), the USD Class B Units (denominated in USD), the Japanese yen ("**JPY**") Class Units (denominated in JPY) and the Renminbi ("**RMB**") Class A Units (denominated in RMB).

5.3 The Classes differ in terms of their currency of denomination, Management Fee, Initial Sales Charge, minimum initial and subsequent investment amounts, minimum realisation amount, minimum holding and number of decimal places for rounding of the Issue Price and the Realisation Price per Unit. Please refer to paragraph 10.10 of this Prospectus on the availability of a regular savings plan for the Classes.

6. INCLUSION UNDER THE CENTRAL PROVIDENT FUND INVESTMENT SCHEME ("CPFIS")

6.1 The Fund is currently not included under the CPFIS.

7. INVESTMENT OBJECTIVE, FOCUS AND APPROACH / PRODUCT SUITABILITY / DISTRIBUTION POLICY

7.1 Investment objective, focus and approach

The investment objective of the Fund is to achieve medium to long-term capital appreciation by investing primarily in the equities of corporations listed on any Recognised Stock Exchange[1] in any part of the world and which carry on significant business in, or whose

[1] "**Recognised Stock Exchange**" means any stock exchange or over the counter market, any futures exchange and any organised securities market which is open to the public and on which securities are regularly traded, being in each case an exchange or market in any part of the world (including Singapore Exchange Securities Trading Limited, Singapore Exchange Derivatives Trading Limited and ICE Futures Singapore Pte. Ltd.) and in relation to any particular Investment (as defined in the Deed) includes any responsible firm, corporation or association in any country in the world so dealing in the Investment as to be expected generally to provide, in the opinion of the Managers, a satisfactory market for the Investment and is approved by

operations are in, or which derive substantial revenue from, or whose subsidiaries, related or associated corporations derive substantial revenue from, countries which are members of ASEAN (Association of Southeast Asian Nations).

The investments of the Fund will be broadly diversified with no specific industry or sectoral emphasis.

The Fund is actively managed and aims to achieve a net of fee return that exceeds that of its benchmark MSCI AC ASEAN Index (Net total return) (formerly known as MSCI South East Asia Index (Net total return)). The Managers believe that active management based on in-depth fundamental stock research can add value to investors. The Managers are benchmark agnostic and invest in high conviction stocks to deliver outperformance relative to the benchmark over the medium to long term. The Managers invest on a discretionary basis and the portfolio construction of the Fund is determined by research. The components in the benchmark may be over or under weighted and the Managers may also invest in equities not included in the benchmark.

The Managers seek to identify high conviction stocks through bottom-up stock research. Stock ideas are generated via (1) quantitative screening, (2) considerations of company specific factors such as growth profiles, profitability, balance sheet and valuations and (3) sector-specific research on industry developments and their impact on companies' businesses. The Managers conduct thorough research on the stock ideas and seek to identify high conviction companies with positive characteristics such as the ability to deliver sustainable shareholder returns, positive fundamental changes with early recognition, healthy financials, strong management and attractive valuation.

The Fund shall comply with Appendix 1 of the Code on Collective Investment Schemes issued by the Authority, as amended from time to time (the Code as amended from time to time is referred to as the "**Code**").

In addition, the Fund is subject to the following investment restrictions:

(i) the Fund may not invest more than 5% of its net asset value ("**NAV**") in aggregate into collective investment schemes (excluding any collective investment scheme which is listed and traded on any exchange);

(ii) the Fund may not invest more than 10% of its NAV in aggregate into participatory notes;

(iii) the Fund will not acquire shares in any single company if, as a result of such acquisition, the total number of shares in such company held by all collective investment schemes which are managed by the Managers would exceed 50% of the total number of all issued and outstanding shares in such company; and

(iv) the Fund will not engage in short selling.

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the Trustee and in such case the Investment shall be deemed to be the subject of an effective permission to deal or be dealt in on the market deemed to be constituted by such firm, corporation or association.

7.2 **Product Suitability**

The Fund is suitable for investors who:

- seek to achieve medium to long-term capital appreciation;
- seek to gain exposure to a portfolio comprising primarily of equities of ASEAN corporations listed on any Recognised Stock Exchange in any part of the world and which carry on significant business in, or whose operations are in, or which derive substantial revenue from, or whose subsidiaries, related or associated corporations derive substantial revenue from, Southeast Asia; and
- are willing and able to accept that their principal will be at risk.

You should consult your financial advisers if in doubt as to whether the Fund is suitable for you.

7.3 **Distribution Policy**

In respect of each of the SGD Class A, the SGD Class B, the USD Class A, the USD Class B, the RMB Class A and the JPY Class, the Managers have the absolute discretion to determine whether any distributions should be made to Holders of Units in the relevant Class.

Sources of income for distribution include dividend and/or interest income and/or capital gains derived from the investments of the Fund (collectively, the "**Investment Income**"). The Managers will decide whether a distribution is to be made based on various factors, including the Investment Income. If the Investment Income is insufficient to fund a distribution for the Fund, the Managers may determine that such distributions should be paid from the capital of the Fund.

Where distributions are paid out of capital, the NAV of the relevant Class will be reduced and this will be reflected in the Realisation Price of the Units of that Class. Holders redeeming their Units may therefore receive an amount less than their initial investment. Such distributions may also result in reduced future returns to Holders.

8. FEES AND CHARGES

8.1 The following fees and charges are applicable to the Fund^:

Fees and charges payable by a Holder/an investor

Initial Sales Charge[2]	All the Classes except for the JPY Class Current: Up to 5.00%; Maximum: 5.00% JPY Class Current: Nil; Maximum: 5.00% (Subject to the terms and conditions applicable to the exchange of units set out in paragraph 12)
Realisation Charge	Current: Nil; Maximum: 1%
Exchange Fee	Where the Initial Sales Charge paid for the Units being exchanged is less than the initial sales charge payable for the units being acquired, the Managers shall be entitled to charge for the difference. For the avoidance of doubt, where the Initial Sales Charge paid for the Units being exchanged is more than the initial sales charge payable for the units being acquired, the Managers shall be entitled to retain the difference.
Fees and Charges payable by the Fund	
Annual Management Fee (a) Retained by Managers (b) Paid by Managers to financial adviser (trailer fee)	SGD Class A, USD Class A and RMB Class A Current: 1.50% of the Class' NAV; Maximum: 2.00% of the Class' NAV (a) 40% to 100% of Annual Management Fee (b) 0% to 60%[3] of Annual Management Fee SGD Class B and USD Class B Current: 0.75%% of the Class' NAV; Maximum: 2.00% of the Class' NAV (a) 100% of Annual Management Fee (b) 0%[3] of Annual Management Fee JPY Class Current: 0.53% of the Class' NAV; Maximum: 2.00% of the Class' NAV

[2] "**Initial Sales Charge**" means a charge upon the issue of Units of such amount as the Managers may from time to time determine generally or in relation to any specific transaction or class of transactions provided that such charge shall not exceed five per cent. of the gross investment sum. Such expression in the context of a given date shall refer to the charge or charges determined by the Managers pursuant to the Deed and applicable on that date.

[3] Your financial adviser is required to disclose to you the amount of trailer fee it receives from the Managers.

	(a) 100% of Annual Management Fee (b) 0%[3] of Annual Management Fee
Annual Trustee Fee	Current: 0.03% of the Fund's NAV; Maximum 0.10% of the Fund's NAV. Subject always to a minimum fee of S$5,000 per annum or such lower amount as the Managers and the Trustee may agree from time to time.
Other Fees and Charges*	Subject to agreement with the relevant parties, other fees and charges may each amount to or exceed 0.10% per annum, depending on the proportion that each fee or charge bears to the Fund's NAV.

* For the financial year ended 30 June 2023, the transaction costs and professional fees amounted to approximately 0.88% and 0.10% respectively based on the NAV of the Fund as at 30 June 2023.

^ You should note that the fees and charges applicable to the Fund (including fees based on the NAV of the Fund) will be based on the NAV before Swing Pricing adjustment (if any) is applied. Please refer to paragraph 20.9 of this Prospectus for further details.

8.2 The Initial Sales Charge and the Exchange Fee where applicable, will be retained by or paid to the approved distributors of the Managers and/or the Managers for their own benefit or will be shared between the approved distributors and the Managers. Any rounding differences due to the adjustment in the calculation of the Issue Price and Realisation Price will be retained by the Fund. Any commission, remuneration or other sum payable to the approved distributors in respect of the issue or sale of any Units shall not be added to the price of such Units but will be paid by the Managers. The approved distributors may also charge additional fees not listed in this Prospectus. You should therefore check with the approved distributors before subscribing for Units.

The Managers may at any time differentiate between investors as to the amount of the Initial Sales Charge and the Exchange Fee where applicable, (subject to the maximum permitted) or allow discounts on such basis or on such scale as the Managers may think fit.

9. RISKS

9.1 General risks of investing in collective investment schemes

9.1.1 While the Managers believe that the Fund offers the potential to achieve its stated objective, there is no assurance that this objective will be achieved. You should read this Prospectus and discuss all risks with your financial and legal advisers before making an investment decision, and you should also assess for yourself the risks of investing in the Fund's investments in general.

9.1.2 You should be aware that the price of Units can go down as well as up and this may be in response to changes in interest rates, foreign exchange, economic and political conditions. Past performance is not necessarily a guide to the future performance of the Fund. You may not get back your original investment. An investment in the Fund

is designed to produce returns over the medium to long-term and is not suitable for short-term speculation. The value of the Fund and its distributions (if any) may rise or fall.

9.1.3 Dealings in the Units and the calculation of the NAV thereof may be suspended in certain circumstances and the redemption of Units may be suspended or deferred in certain circumstances as provided for in the Deed.

9.2 Risks specific to the Fund

9.2.1 **Market Risk**: The prices of the securities comprised in the portfolio of the Fund and the Units, and the income from them, may be influenced by political and economic conditions, changes in interest rates, the earnings of the corporations whose securities are comprised in the Fund's portfolio, and the market's perception of such securities.

9.2.2 **Liquidity Risk**: The extent of market liquidity would depend on the size of the market and therefore affect the Fund's ability to acquire or dispose of assets at the price and time desired. There may be state regulations governing the outward remittance by foreign investors of their share of net profits and dividends and repatriation of their investments in foreign currency.

9.2.3 **Foreign Securities Risk**: The investments of the Fund may be affected by political instability as well as exchange controls, changes in taxation, foreign investment policies and other restrictions and controls which may be imposed by the relevant authorities in the other countries. The legal infrastructure and accounting, auditing and reporting standards in certain countries in which an investment may be made by the Fund may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. Foreign ownership restrictions in some markets may mean that corporate action entitlements may not always be secured or may be restricted.

9.2.4 **Foreign Exchange Risk**: As the investments of the Fund may be denominated in currencies other than the USD, fluctuations of the exchange rates of such currencies against the base currency of the Fund (i.e. USD) may have an impact on the income of the Fund and affect the value of Units.

The Fund may also invest in securities that are denominated in a wide range of currencies, some of which may not be freely convertible. The NAV of the Fund as expressed in its base currency will fluctuate in accordance with the changes in the foreign exchange rate between the base currency of the Fund and the currency in which the Fund's investments are denominated. The Fund may therefore be exposed to foreign exchange/currency risks.

The Managers reserve the discretion to hedge, whether fully, partially or not at all, the foreign currency exposure of the Fund depending on the prevailing foreign exchange rates, and if no hedging or partial hedging is made, the value of the Fund may be affected. If the foreign currency exposure of the Fund is hedged, an active hedging strategy is usually adopted.

In addition, as the Fund is denominated in USD, foreign currency exchange rate movements may affect the returns to investors in Singapore, and such investors may be exposed to exchange rate risks.

If any investments of the Fund are denominated in currencies other than the currency in which the relevant Class of the Fund is denominated, fluctuations in the exchange rates of the currency of the investment against the currency of denomination of the relevant Class may affect the NAV of the relevant Class. The Managers reserve the discretion to hedge, whether fully, partially or not at all, the currency exposure of the assets of the Fund that are attributable to any of the Classes to the relevant currency in which it is denominated. If any such currency exposure is hedged, an active hedging strategy is usually adopted.

9.2.5 **Emerging Markets Risks:** The Fund may invest in emerging markets securities which are in general more volatile than those of developed countries, with the result that the Units may be subject to greater price volatility.

Some emerging markets do not have well-developed or consolidated bodies of securities laws and regulatory frameworks. There may be less public information on companies listed on such markets as compared to other stock markets. The auditing and financial reporting methods used in some emerging markets may differ from internationally recognised standards, and information on the accounts of some companies listed on such markets may not be an accurate reflection of their financial strength.

You would also have to take into account that trading volume in emerging markets may be substantially less than in the world's leading stock markets and trading may have to be conducted at unfavourable prices. Securities of companies domiciled in emerging markets are less liquid and more volatile than those domiciled in more developed stock markets and this may result in fluctuations in the price of the Units. Emerging markets may not have fully developed custodian and settlement services and therefore investments in such markets are subject to a greater degree of risk.

There may also be state regulations governing the outward remittance by foreign investors of their share of net profits and dividends and the repatriation of their investments in a foreign currency.

9.2.6 **Counterparty Risk**: The Trustee may (upon the instructions of the Managers), on behalf of the Fund, enter into transaction(s) with one or more counterparties which may expose the Fund to the credit risk of the counterparties with whom it trades and the risk of settlement default. The aforementioned counterparties may also be issuers of the securities in which the Fund invests. If any 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

Trustee 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. Also, fraud, regulatory sanctions or a refusal to complete a transaction by any of these counterparties could significantly impair the operational capabilities or the capital position of the Fund. The Managers intend that the counterparties with which the Trustee deals on behalf of the Fund must have reasonable financial soundness at the time of entering into the relevant transaction. It is also possible that the above transactions will be 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 entered into. The Managers will use reasonable efforts to mitigate such risks but there can be no guarantee that transactions with such counterparties will always be completed in the manner contemplated by, and favourable to, the Fund.

9.2.7 **Changes in Applicable Law and Regulation**: The Fund must comply with various legal and regulatory requirements imposed by the jurisdictions under which it operates. Should any of those laws change over the life of the Fund, the legal requirements to which the Fund and its Holders may be subject, could differ materially from current requirements.

9.2.8 **Country Specific Risk**: The Fund may invest in securities of a limited number of countries. Where the Fund invests in a few, select countries, it will be exposed to fluctuations in the economies of these countries, and the market, currency, political, social environment and other risks related specifically to these countries, which may affect the market price of its investments in these countries. Exposure to a limited number of countries also increases the potential volatility of the Fund due to the increased concentration risk as it is less diversified as compared to being exposed to global markets.

9.2.9 **Income Distribution Risk:** You should note that the income of the Fund (if any) may be distributed to Holders at the absolute discretion of the Managers. Sources of income for distribution include dividend and/or interest income and/or capital gains derived from the investments of the Fund. Such dividend and/or interest income may be adversely affected by events such as (but are not limited to) companies suffering unexpected losses or, having lower than expected dividends and adverse exchange rate fluctuations. In addition to distributions to Holders out of distributable income and/or capital gains, the Managers may make capital distributions to Holders at such time as they deem fit in accordance with the provisions of the Deed.

Where distributions are paid out of capital, the NAV of the relevant Class will be reduced and this will be reflected in the Realisation Price of the Units of that Class. Holders redeeming their Units may therefore receive an amount less than their initial investment. Such distributions may also result in reduced future returns to Holders.

9.2.10 **Political Risk:** The value of the Fund's assets may be affected by uncertainties such as political developments, changes in government policies, taxation, currency repatriation restrictions and restrictions on foreign investment in some of the countries in which the Fund may invest.

9.2.11 Financial Derivative Risk

(i) In respect of the Fund, subject to the Code, the Managers may in their absolute discretion, invest in FDIs for the purposes of hedging and/or efficient portfolio management, provided that FDIs are not used to gear the overall portfolio. Where such FDIs are financial derivatives on commodities, such transactions shall be settled in cash at all times. The Fund may net its OTC financial derivative positions.

(ii) Where FDIs are used, the global exposure of the Fund to FDIs or embedded FDIs will not exceed 100% of the NAV of the Fund at all times and such exposure will be calculated using the commitment approach as described in, and in accordance with the provisions of, the Code.

(iii) The Managers employ a risk management process in the investment of FDIs. The risks related to each FDI the Managers invest in are duly measured, monitored and managed on an ongoing basis.

(iv) All open positions/exposure in FDIs may be marked to market at a frequency at least equal to the frequency of the calculation of the NAV of the Fund.

(v) The Managers have a dedicated team which is responsible for oversight of, amongst other things, the monitoring of the Fund for compliance with the investment guidelines. This team will be responsible for setting up and maintaining the checks on the investment guidelines and restrictions on both the automated and manual compliance systems, which cover pre-trade and on-going review of the Fund.

(vi) The Managers also have an established procedure to report breaches of the investment guidelines, if any.

(vii) The Managers will ensure that the risk management and compliance procedures and controls adopted in paragraphs 9.2.11(iii) to 9.2.11(vi) are adequate and have been or will be implemented and that they have the necessary expertise to control and manage the risks relating to the use of FDIs.

(viii) While the prudent and judicious use of derivatives by investment professionals can be beneficial, derivatives involve risks different from, and in some cases, greater than, the risks presented by more traditional investments. Some of the risks associated with derivatives are market risk, management risk, credit risk, liquidity risk, moratorium risk, capital control risk, tax risk and leverage risk. The Managers have the necessary expertise and controls for investments in derivatives and have in place systems to monitor the derivative positions for the Fund, if any.

The viability of exercising derivative instruments depends on the market price of the investments to which they relate, and accordingly, the Managers may from time to time decide that it is 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. Additionally, the market price of the relevant investment may 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 if this happens, there may be an immediate loss to the Fund.

The Fund may invest into underlying funds which use or invest in FDIs, and it is possible that the Fund's NAV may be subject to volatility due to the Fund's or the underlying funds' usage or investment in FDIs.

The above is not 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.

10. SUBSCRIPTION OF UNITS

10.1 How to purchase Units

10.1.1 Cash subscriptions

You may apply to subscribe for Units by submitting a completed application form, together with such other documents as may be required by, and the subscription monies in full to, the Managers through their approved distributors.

10.1.2 Subscriptions through use of Supplementary Retirement Scheme ("**SRS**") monies

Subject to the applicable terms and conditions imposed by the relevant SRS operator and any relevant competent authority, if you wish to subscribe for Units with your SRS monies, you will have to give a written authorisation to the relevant SRS operator for monies to be withdrawn from your SRS account to pay for the subscription of Units. Currently, only the SGD Class A Units may be subscribed for using SRS monies. The SGD Class B Units will be available for subscription using SRS monies after it is incepted.

10.1.3 Subscriptions through the internet

The Managers may, at their absolute discretion, offer Units through the internet subject to applicable laws, regulations, practice directions and other requirements by the relevant authorities. By making an electronic online application for the subscription of Units on or through the website of any distributor in Singapore which the Managers may, after giving notice to the Trustee, appoint for the purpose of this paragraph (the "**Relevant Participating Distributor**"), or by an application form printed from such a website, you confirm:

(a) you have obtained a copy of this Prospectus and have read and understood its contents;

(b) you are making the application for the subscription of Units while being present in Singapore; and

(c) your permission to the Relevant Participating Distributor to disclose relevant particulars of your account to the Relevant Persons and neither the Managers nor the Trustee shall be liable to you for the consequences of any such disclosure.

During any period when the issue of Units is suspended pursuant to paragraph 14 of this Prospectus, the application for subscription of Units through the internet will also be suspended. Any charges to be imposed by the Managers or the Relevant Participating Distributor in connection with your application for the subscription of Units through the internet will be borne by you and such charges shall not be taken out of the Deposited Property or form part of the Initial Sales Charge. The Managers will provide you with hard copies of this Prospectus, the Deed and any supplemental deed for the time being in force upon your request. However, the Managers may levy a charge for providing you with a copy of the Deed and any such supplemental deed.

For the purposes of this paragraph 10.1.3, "**Relevant Persons**" means the Managers, the Trustee, the relevant authorities and any other person to whom the Relevant Participating Distributors deem it necessary to give, divulge or reveal information about your bank account, for the purpose of an application for Units via the internet.

10.1.4 Institutional investors

In respect of institutional investors, an application form may also be obtained directly from the Managers and, once duly completed, forwarded to the Managers, together with the subscription monies in respect of the application for Units.

10.2 **Minimum initial investment and minimum subsequent investment**

	Minimum initial investment*	**Minimum subsequent investment***
SGD Class A	S$1,000	S$100
SGD Class B	S$1,000,000	S$100,000
USD Class A	US$1,000	US$100
USD Class B	US$1,000,000	US$100,000
JPY Class	JPY 1,000,000	Nil
RMB Class A	RMB 5,000	RMB 500

***** or such other amount as the Managers may determine from time to time upon giving prior notice to the Trustee.

10.3 **Initial offer period and initial issue price**

	Initial issue price (per Unit)
SGD Class B	S$1.000
USD Class B	US$1.000
JPY Class	JPY 1.0000
RMB Class A	RMB 5.000

The initial offer periods for the SGD Class B, the USD Class B, the JPY Class and the RMB Class A will each be for such period and at such time as the Managers may decide from time to time upon notification to the Trustee and as at the date of registration of this Prospectus, each such initial offer period is expected to be within the next 6 to 12 months.

10.4 **Minimum size and other conditions**

The Managers reserve the right not to proceed with the launch of the SGD Class B, the USD Class B, the JPY Class and/or the RMB Class A if:

(i) the capital raised for the relevant Class as at the close of the initial offer period for that Class is less than SGD 10 million or its equivalent; or

(ii) the Managers are of the view that it is not in the interest of the investors or it is not commercially viable to proceed with the relevant Class(es).

In such event, the Managers may at their discretion declare the relevant Class(es) to be deemed not to have commenced, and shall notify the relevant investors of the same and return the subscription monies received (without interest) to the relevant investors no later than 30 Business Days after the close of the initial offer period for the relevant Class(es).

10.5 **Pricing and Dealing Deadline**

Following the close of the initial offer period for a Class, the issue price per Unit ("**Issue Price**") of that Class on any Dealing Day[4] will be calculated based on forward pricing and shall be the price per Unit ascertained by the Managers by determining the Value[5] as at the Valuation Point[6] in relation to the relevant Dealing Day of the proportion of the Deposited Property attributable to the relevant Class, and by dividing such Value by the number of Units of that Class in issue or deemed to be in issue as of that Valuation Point and rounding such amount to (in the case of each of the Classes except for the JPY Class) the nearest 3 decimal places or such other number of decimal places or such other method of rounding as the Managers may from time to time determine after consulting with the Trustee and (in the case of the JPY Class) the nearest 4 decimal places or such other number of decimal places or such other method of rounding as the Managers may from time to time determine after consulting with the Trustee. The Managers shall be entitled to convert the Issue Price to any other applicable

[4] "**Dealing Day**" in relation to the subscription and realisation of Units of the Fund or any Class, means a Business Day or such other day as provided in the Deed.
[5] "**Value**" means with reference to any Deposited Property or any part thereof, or with reference to any investment comprised or to be comprised in any Deposited Property, its NAV or its value respectively as determined in accordance with paragraph 21.3.
[6] "**Valuation Point**" means the close of business of the last market relevant to the Fund on a Dealing Day or such other time as the Managers with the prior approval of the Trustee may from time to time determine, and the Trustee shall determine if the Holders should be informed of such change and the Managers shall notify the Holders of such change if required by the Trustee.

currency at the prevailing rate of exchange. The Managers may, subject to the prior approval of the Trustee, change the method of determining the Issue Price, and the Trustee shall determine if the Holders should be informed of such changes.

The dealing deadline is, in relation to any Dealing Day, currently 5 p.m. (Singapore time) on the said Dealing Day (the "**Dealing Deadline**") but this may be changed subsequently to any other time of the day by the Managers with the approval of the Trustee. This means that if an application is received and accepted by the Managers by the Dealing Deadline on any Dealing Day, the price will be based on the Value of the Fund for that Dealing Day. If an application is received and accepted by the Managers after the Dealing Deadline on that Dealing Day or on a day not being a Dealing Day, it shall be deemed to be received and accepted by the Managers only on the immediately following Dealing Day. The Issue Price will be determined only on the Business Day[7] following the Dealing Day.

10.6 **How the number of Units is allotted**

The number of Units you will be issued is determined by dividing the gross investment sum paid by you (less the Initial Sales Charge) by the Issue Price per Unit, and then rounding the number of Units to the nearest 2 decimal places (or such other number of decimal places or such other method of rounding as the Managers may from time to time determine with the approval of the Trustee).

The following is an illustration of the number of Units that you will receive based on a hypothetical investment amount of $1,000* and a notional Issue Price of $1.000**:

$1,000* Gross Investment Sum	-	$50.00 Initial Sales Charge*** (5.00%)	=	$950.00 Net Investment Sum	÷	$1.000** Issue Price (i.e. NAV per Unit)	= 950.00 Number of Units

* This sum is used for the purposes of illustration only, and the actual investment sum for a Class may be of a different amount.

** The actual Issue Price of a Class will fluctuate according to the NAV of the relevant Class and may be affected by Swing Pricing as described in paragraph 20.9.

*** The maximum Initial Sales Charge currently payable is 5.00%.

N.B.: All numerical figures used for the purpose of this illustration are hypothetical.

Where a Unit is to be issued to an applicant resident outside Singapore and additional expenses are incurred which would not have been incurred if such applicant had been resident in Singapore (the "**overseas expense**"), the overseas expense may be deducted out of the investment sum in addition to the Initial Sales Charge.

10.7 **Confirmation of purchase**

[7] "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Singapore are open for business, or any other day as the Managers and the Trustee may agree in writing.

If your application is successful, a trade confirmation will normally be sent to you within 7 Business Days of the Managers' receipt of your application.

10.8 **Issue of Units**

The Managers have the exclusive right to effect the creation and issue of Units and the acceptance or non-acceptance of applications for purchase of Units are at the absolute discretion of the Managers acting in consultation with the Trustee and in the best interest of the Fund. If your application is rejected by the Managers, the subscription monies will be refunded (without interest) to you or (where applicable) the relevant SRS operator within a reasonable period of time in such manner as the Managers may determine.

No certificates will be issued by the Managers in respect of Units issued.

10.9 **Cancellation of Units**

Subject to the provisions of the Deed and to the terms and conditions for cancellation of Units in the application form for Units, you may cancel your subscription for Units in the relevant Class by giving written notice to the Managers through the approved distributor(s) from whom you purchased your Units within 7 calendar days from the date of subscription or purchase of the Units (or such longer period as may be agreed between the Managers and the Trustee or such other period as may be prescribed by the Authority). Any Initial Sales Charge paid by you will be refunded to you. However, you will have to take the risk for any price changes in the NAV of the relevant Class since you purchased the Units. The cancellation proceeds will be paid within 7 Business Days after the relevant Dealing Day on which the cancellation request is received or within such other time as may be permitted by the Authority unless cancellation of Units has been suspended in accordance with the Deed.

10.10 **Regular Savings Plan**

The approved distributors of the Managers may in their absolute discretion make available a Regular Savings Plan ("**RSP**") for any Class. Currently, a RSP is only available in respect of the SGD Class A Units.

You may apply for the SGD Class A Units through a RSP upon satisfying the minimum initial investment amount applicable to the SGD Class A Units. The current minimum monthly contribution for the RSP is S$100.

The monthly contribution for the RSP will be deducted from your bank account or SRS account (as the case may be) on the 10th day of each month (or the next Business Day if that day is not a Business Day). Units will normally be allotted within 2 Business Days after the date on which the monthly contribution is deducted, but this may be exceeded in the case of Units purchased through the Managers' approved distributors or when Units are purchased using SRS monies.

If the deduction of these contributions is unsuccessful, no investment will be made for that month. No notification relating to the unsuccessful deduction will be sent to you. After 2 consecutive unsuccessful deductions, the RSP will be terminated and no notification of such termination will be sent to you.

You may terminate your participation in the RSP without penalty upon giving not less than 30 days' prior written notice in writing to the approved distributor(s) from whom you purchased your Units. The Managers reserve the right to terminate the RSP at any time in their absolute discretion by giving at least one month's notice to the affected Holders.

The Managers shall not assume any liability for any losses arising from the Holders' payment for the RSP via direct debit transactions.

You should contact the approved distributors of the Managers for further details of how to participate in a RSP.

For the avoidance of any doubt, a RSP is currently not available in respect of the SGD Class B Units, the USD Class A Units, the USD Class B Units, the JPY Class Units and the RMB Class A Units.

11. REALISATION OF UNITS

11.1 How to sell Units

Holders may realise their Units by submitting a written realisation request in such form and together with such other documents as may be required to the Managers through the approved distributor(s) from whom they had purchased their Units. Institutional investors who had purchased their Units directly from the Managers may realise their Units by submitting a realisation request in such form and together with such other documents as may be required to the Managers.

The Managers may refuse any realisation requests where all relevant documentation has not been submitted or if such realisation would result in non-compliance with the minimum holding and/or the minimum realisation requirement or in any other circumstances agreed with the Trustee and notified to the Holders.

Holders may make an electronic online application for the realisation of Units on or through the website of the Relevant Participating Distributor, or on an application form printed from such website.

11.2 Minimum holding and minimum realisation amount

A Holder may not realise only part of his holding of Units without the approval of the Managers and the Trustee if such realisation is less than the minimum realisation amount for the relevant Class, or if due to such realisation, his holding of Units in the relevant Class would be reduced to less than the minimum holding for that Class.

The minimum holding and the minimum realisation amount for each Class of Units is set out in the table below.

Class	Minimum holding*	Minimum realisation amount**
SGD Class A	500 Units	500 Units
SGD Class B	100,000 Units	10,000 Units

USD Class A	500 Units	500 Units
USD Class B	100,000 Units	10,000 Units
RMB Class A	500 Units	500 Units
JPY Class	Nil	Nil

* or such other number or value of Units in the relevant Class as the Managers may from time to time determine upon giving prior written notice to the Trustee

** or such other number of Units or amount as may be determined from time to time by the Managers after consultation with the Trustee.

11.3 **Pricing and Dealing Deadline**

The net realisation proceeds are calculated by multiplying the number of Units of the relevant Class to be realised by the realisation price of the Units ("**Realisation Price**"). The Realisation Price per Unit of any Class of the Fund on any Dealing Day will be calculated based on forward pricing and shall be the price per Unit ascertained by the Managers by determining the Value as at the Valuation Point in relation to the relevant Dealing Day of the proportion of the Deposited Property attributable to the relevant Class, and by dividing such Value by the number of Units of that Class in issue or deemed to be in issue as of that Valuation Point, and rounding such amount to (in the case of each of the Classes except for the JPY Class) the nearest 3 decimal places or such other number of decimal places or such other method of rounding as the Managers may from time to time determine after consulting with the Trustee and (in the case of the JPY Class) the nearest 4 decimal places or such other number of decimal places or such other method of rounding as the Managers may from time to time determine after consulting with the Trustee. The Managers shall be entitled to convert the Realisation Price to any applicable foreign currency at the prevailing rate of exchange. The Managers may, subject to the prior approval of the Trustee, change the method of determining the Realisation Price, and the Trustee shall determine if the Holders should be informed of such changes.

The Dealing Deadline is, in relation to any Dealing Day, currently 5 p.m. (Singapore time) on the said Dealing Day but this may be changed subsequently to any other time of the day by the Managers with the approval of the Trustee. This means that if a realisation request is received and accepted by the Managers by the Dealing Deadline on any Dealing Day, the price will be based on the Value of the Fund for that Dealing Day. If a realisation request is received and accepted by the Managers after the Dealing Deadline on that Dealing Day or on a day not being a Dealing Day, it shall be deemed to be received and accepted by the Managers only on the immediately following Dealing Day. The Realisation Price will be determined only on the Business Day following the Dealing Day.

11.4 **How realisation proceeds are calculated**

The following is an illustration of the realisation proceeds that a Holder will receive based on a realisation of 1,000 Units and a notional Realisation Price of $1.050*.

1,000	x	$1.050	=	$1,050.00	-	Nil	=	$1,050.00
Units to be realised		Realisation Price*		Gross realisation proceeds		Realisation Charge**		Net realisation proceeds payable

* The actual Realisation Price of a Class will fluctuate according to the NAV of the relevant Class and may be affected by Swing Pricing as described in paragraph 20.9.

** There is currently no Realisation Charge imposed.

N.B.: All numerical figures used for the purpose of this illustration are hypothetical.

If a Holder is resident outside Singapore, the Managers may deduct from the realisation proceeds, an amount equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if the Holder had been resident in Singapore.

11.5 **Payment of realisation proceeds**

11.5.1 The realisation proceeds will be paid to Holders within 7 Business Days after the relevant Dealing Day on which the realisation request is received or within such other time as may be permitted by the Authority unless realisation of Units has been suspended in accordance with the Deed.

11.5.2 In the case of a Holder who has purchased Units with cash, any monies payable to him under the provisions of the Deed in respect of such Units will be paid by cheque sent through the post to his address appearing on the Register or by telegraphic transfer to a nominated bank account.

11.5.3 In the case of a Holder who has purchased Units with SRS monies, any monies payable to him under the provisions of the Deed in respect of such Units will be paid by transferring the monies to the relevant bank for credit of the Holder's SRS account or otherwise in accordance with the provisions of any applicable laws, regulations or guidelines. Where the Holder's SRS account has been closed, the monies will be paid to him in accordance with paragraph 11.5.2 or otherwise in accordance with any applicable laws, regulations or guidelines.

11.5.4 Payment of realisation proceeds made in accordance with the provisions of this paragraph 11.5 will be a satisfaction of the monies payable and shall be a good discharge to the Managers or the Trustee (as the case may be).

11.6 **Limits on Realisations**

11.6.1 The Managers may, with the approval of the Trustee, limit the total number of Units of the Fund or any Class which Holders may realise and which the Managers are entitled to have cancelled pursuant to the Deed (as the case may be) on any Dealing Day to 10% of the total number of Units of the Fund or Class (disregarding any Units of the Fund or Class which have been agreed to be issued), such limitation to be applied pro rata to all Holders of the Fund or Class who have validly requested realisations in relation to their Units of the Fund or Class on such Dealing Day so that

the proportion realised of each holding of the Fund or Class so requested to be realised or cancelled pursuant to the Deed is the same for all Holders of the Fund or Class. Any Units of the Fund or Class which, by virtue of the powers conferred on the Managers by this paragraph, are not realised or cancelled (as the case may be) shall be realised or cancelled (subject to any further application of the provisions of this sub-paragraph) on the next succeeding Dealing Day PROVIDED THAT if on such next succeeding Dealing Day, the total number of Units of the Fund or Class to be cancelled or realised (as the case may be), including those carried forward from any earlier Dealing Day, exceeds such limit, the Managers may further carry forward the requests for realisation or cancellation (as the case may be) in relation to the Fund or Class until such time as the total number of Units of the Fund or Class to be realised or cancelled (as the case may be) on a Dealing Day falls within such limit. If realisation requests in relation to the Fund or Class are carried forward as aforesaid, the Managers shall give notice to the Holders of the Fund or Class affected thereby within 7 days that such Units have not been realised or cancelled and that (subject as aforesaid) they shall be realised or cancelled on the next succeeding Dealing Day. Requests for realisations which have been carried forward from an earlier Dealing Day shall be dealt with in priority to later requests.

11.6.2 If, immediately after any relevant day, the number of Units of the Fund or any Class in issue or deemed to be in issue, having regard to realisations and issues in respect of Units of the Fund or Class falling to be made by reference to that relevant day, would be less than such proportion (not exceeding 90% as may be determined by the Managers from time to time of the number of Units of the Fund or Class in issue or deemed to be in issue on that relevant day, the Managers may with the approval of the Trustee, with a view to protecting the interests of all Holders of the Fund or Class, elect that the Realisation Price per Unit of the Fund or Class in relation to all (but not some only) of the Units of the Fund or Class falling to be realised by reference to that relevant day shall be the price per Unit of the Fund or Class which, in the opinion of the Managers, reflects a fairer value for the Deposited Property having taken into account the necessity of selling a material proportion of the Investments as at that time constituting part of the Deposited Property, and by giving notice to the Holders of Units of the Fund or Class affected thereby within 2 Business Days after the relevant day, the Managers may, subject to the Trustee's approval and the provisions of the Code, suspend the realisation of those Units of the Fund or Class for such reasonable period as may be necessary to effect an orderly realisation of Investments. For the purposes of this paragraph the "fairer value" for the Deposited Property shall be determined by the Managers in consultation with an approved broker and upon notification to the Trustee. The "material proportion" of the Investments means such proportion of the Investments which when sold would in the opinion of the Managers in consultation with the Trustee cause the Value of the Deposited Property to be significantly reduced.

12. EXCHANGE OF UNITS WITHIN GROUP TRUST

12.1 The Managers may, at their discretion and on such terms and conditions as they may impose (including the levying of fees or charges), on the application of a Holder, effect the exchange

of Units for units of any other Group Trust[8] (referred to as "units") and on notification by the managers of a Group Trust of an application by the holder of units in that Group Trust, exchange such units for Units.

[8] "**Group Trust**" means such collective investment scheme which the Managers may at their discretion from time to time allow the exchange of Units into or units from pursuant to paragraph 12.The list of Group Trusts may vary from time to time and is available from the Managers upon request.

12.2 The following provisions will apply to such an exchange:

12.2.1 the exchange of Units for units is exercised by a Holder giving to the Managers through the approved distributor(s) from whom the Holder had purchased the Units a notice in such form as the relevant approved distributor may from time to time require and accompanied by a duly completed and executed application form for the subscription of units in the relevant Group Trust. Institutional investors who had purchased their Units directly from the Managers may exchange their Units by submitting a notice in such form as the Managers may from time to time require and accompanied by a duly completed and executed application form for the subscription of units in the relevant Group Trust;

12.2.2 the exchange of Units for units specified in the relevant notice (the "**Exchange Notice**") will be made on the Common Exchange Dealing Day on which the Exchange Notice is received by the Managers up to 5.00 p.m. Singapore time on such Common Exchange Dealing Day. If an Exchange Notice is received by the Managers after 5.00 p.m. Singapore time on a Common Exchange Dealing Day or on a day that is not a Common Exchange Dealing Day, the Exchange Notice will be treated as having been received before 5.00 p.m. Singapore time on the next Common Exchange Dealing Day. For this purpose, "**Common Exchange Dealing Day**" is a day which is both a Dealing Day in relation to Units and a dealing day (as defined in the relevant trust deed) in relation to units of the Group Trust;

12.2.3 no Units shall be exchanged during any period when the right of Holders to require the realisation of Units is suspended pursuant to the Deed or when the issue of units in the relevant Group Trust is suspended pursuant to the suspension provisions set out in the trust deed of that Group Trust or on any Common Exchange Dealing Day on which the number of Units that can be realised by any Holder is limited pursuant to the Deed;

12.2.4 a Holder is not entitled, without the consent of the Managers, to withdraw an Exchange Notice;

12.2.5 any exchange of Units for units will be effected subject to any requirements or restrictions applicable to the realisation of Units and the issue of units, including without limitation, any minimum holding requirement, any minimum initial investment sum or minimum subsequent investment sum requirement;

12.2.6 each Unit to be exchanged shall be valued at not less than the Realisation Price per Unit and each Unit to be issued shall be valued at not more than the Issue Price per Unit;

12.2.7 an exchange of Units for units will be effected by the Holder realising his Units. The net proceeds of this realisation will then be utilised (subject to the discretion of the manager of the Group Trust to reject any applications for units) to subscribe for units of the relevant Group Trust at the prevailing issue price of the units of the relevant Group Trust;

12.2.8 an exchange of units for Units will be effected by the managers of that Group Trust realising the units of that Group Trust and paying the net proceeds of the realised units to the Managers. The Managers will then issue Units at the prevailing Issue Price;

12.2.9 the Managers are entitled to impose an Exchange Fee, as described under paragraph 8.1 of this Prospectus;

12.2.10 the Trustee shall have no responsibility or liability to ensure that the provisions of the trust deed constituting the Group Trust relating to issue, realisation or exchange of units are complied with;

12.2.11 the Managers may, at their discretion, reject any Exchange Notice; and

12.2.12 no exchange is permitted between Units and units that are denominated in different currencies.

12.3 For the avoidance of doubt, any fee or charge (including any portion thereof) which the Managers are entitled to charge or retain pursuant to this paragraph 12 may generally or in any particular case be waived by the Managers at their sole discretion.

13. OBTAINING PRICES OF UNITS

The Issue Price and Realisation Price of the Units will be available on the Business Day following each Dealing Day.

You may check such prices on the Managers' website at http://www.nikkoam.com.sg.

14. SUSPENSION OF DEALINGS

14.1 Subject to the provisions of the Code, the Managers may at any time, with the approval of the Trustee, suspend the issue of Units, the right of Holders to require the realisation of Units and/or the valuation of Units and/or the Deposited Property of the Fund or any Class in the following circumstances:

14.1.1 during any period when the Recognised Stock Exchange on which any Authorised Investments forming part of the Deposited Property for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;

14.1.2 during any period when there exists any state of affairs which, in the opinion of the Managers or the Trustee, as the case may be, might seriously prejudice the interest of the Holders of the Fund or the relevant Class as a whole or of the Deposited Property;

14.1.3 any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments or the current price on any Recognised Stock Exchange or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained;

14.1.4 any period when remittance of money which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in the opinion of the Managers or the Trustee, as the case may be, be carried out at normal rates of exchange;

14.1.5 any period when the fair value of a material portion of the assets of the Fund cannot be determined and for the purposes of this paragraph, "fair value" of an asset of the Fund is the price that the Fund would reasonably expect to receive upon the sale of the asset;

14.1.6 if applicable, during any period when dealings in the units or shares of any Underlying Entity are restricted or suspended;

14.1.7 the period of 48 hours (or any longer period that the Managers and the Trustee agree) prior to the date of any meeting (or adjourned meeting) of Holders of the Fund or the relevant Class convened in accordance with the provisions of the Deed;

14.1.8 any period pursuant to an order or direction by the Authority;

14.1.9 during any period when the Managers or the Trustee is unable to conduct their/its business activities or their/its ability to conduct their/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

14.1.10 during such circumstances as may be required under the provisions of the Code,

and payment for any Units of the Fund or the relevant Class realised before the commencement of any such suspension but for which payment has not been made before the commencement thereof may, if the Managers and the Trustee so agree, be deferred until immediately after the end of such suspension. Such suspension shall take effect forthwith upon the declaration in writing thereof to the Trustee by the Managers and subject to the provisions of the Code, shall terminate as soon as practicable when the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under this paragraph 14.1 shall exist upon the declaration in writing thereof by the Managers, and in any event, within 21 days of the commencement of the suspension. The period of suspension may be extended if the Managers satisfy the Trustee that it is in the best interest of the Holders for the dealing in Units to remain suspended. Such extension is subject to weekly review by the Trustee.

15. PERFORMANCE OF THE FUND

15.1 Past performance

The performance of the SGD Class A as at 31 January 2024 is shown in the table below:

	Return 1 year (% change)	Return over 3 years (A.C.R.)	Return over 5 years (A.C.R.)	Return over 10 years (A.C.R.)	Return Since Inception (A.C.R.)
SGD Class A	-10.08%	-4.19%	-0.50%	N.A.	2.06%

MSCI AC ASEAN Index (Net total return)	-6.05%	-1.64%	-2.54%	N.A.	1.19%

Calculated on a NAV-NAV basis, SGD, based on the assumption that all dividends and distributions are reinvested, if any, and taking into account the maximum Initial Sales Charge and the Realisation Charge where applicable.

Source: Nikko Asset Management Asia Limited and MSCI
Inception Date: 12 November 2015
"A.C.R." means Average Annual Compounded Return

The performance of the USD Class A as at 31 January 2024 is shown in the table below:

	Return 1 year (% change)	Return over 3 years (A.C.R.)	Return over 5 years (A.C.R.)	Return over 10 years (A.C.R.)	Return Since Inception (A.C.R.)
USD Class A	-12.31%	-4.43%	-0.38%	N.A.	1.95%
MSCI AC ASEAN Index (Net total return)	-7.60%	-1.87%	-2.42%	N.A.	1.01%

Calculated on a NAV-NAV basis, USD, based on the assumption that all dividends and distributions are reinvested, if any, and taking into account the maximum Initial Sales Charge and the Realisation Charge where applicable.

Source: Nikko Asset Management Asia Limited and MSCI
Inception Date: 4 April 2016
"A.C.R." means Average Annual Compounded Return

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You should note that the past performance of the Fund and its Classes is not necessarily indicative of their future performance.

As at 31 January 2024, the SGD Class B, the USD Class B, the JPY Class and the RMB Class A have each not been incepted yet. Accordingly, a track record of at least one year is not available for any of these Classes as at 31 January 2024.

The benchmark against which the performance of the Fund is measured is the MSCI AC ASEAN Index (Net total return) (formerly known as MSCI South East Asia Index (Net total return)).

The Fund's or a Class's performance will be calculated based on the NAV of the Fund or the Class after Swing Pricing adjustment (if any) has been applied and therefore the returns of the Fund or the Class may be influenced by the level of subscription and/or realisation activity. Please refer to paragraph 20.9 of this Prospectus for further details.

15.2 **Expense ratio**

The expense ratios of the SGD Class A and the USD Class A (calculated in accordance with the guidelines issued by the Investment Management Association of Singapore on the disclosure of expense ratios and based on figures in the Fund's latest audited accounts) for the financial year ended 30 June 2023 are 1.90% and 1.87% respectively.

The following expenses are excluded from the calculation of the expense ratio:

(a) interest expense;

(b) brokerage and other transaction costs associated with the purchase and sales of investments (such as registrar charges and remittance fees);

(c) foreign exchange gains and losses of the 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.

As the SGD Class B, the USD Class B, the JPY Class and the RMB Class A have each not been incepted yet, the expense ratios of these Classes for the financial year ended 30 June 2023 are not available as at the date of registration of this Prospectus.

15.3 **Turnover ratio**

The turnover ratio of the Fund (calculated based on the lesser of purchases or sales of underlying investments of the Fund expressed as a percentage of daily average NAV of the Fund) for the financial year ended 30 June 2023, is 111.04%.

16. SOFT DOLLAR COMMISSIONS/ ARRANGEMENTS

16.1 In their management of the Fund, the Managers currently do not receive or enter into any soft dollar commissions or arrangements.

17. CONFLICTS OF INTEREST

17.1 The Managers are part of a financial group, and the Managers and their affiliates provide the full suite of financial services to clients, and act simultaneously for a number and range of clients with various interests, requirements and positions.

17.2 Other than the Fund, the Managers are also the managers of other collective investment schemes including but not limited to:

(a) Nikko AM Shenton Japan Fund

(b) Nikko AM Shenton Thrift Fund

(c) Nikko AM Shenton Income Fund

(d) Nikko AM Shenton Asia Pacific Fund

(e) Nikko AM Global Green Bond Fund

(f) Nikko AM Shenton Emerging Enterprise Discovery Fund

(g) Nikko AM Shenton Global Opportunities Fund

(h) Nikko AM Shenton Horizon Investment Funds

(i) Nikko AM Asia Umbrella Funds (formerly known as the "Nikko AM Shenton Eight Portfolios")

(j) Nikko AM Asia Investment Funds

(k) Nikko AM Shenton Short Term Bond Funds

(l) ABF Singapore Bond Index Fund

(m) Nikko AM Singapore STI ETF

(n) Nikko AM Japan Dividend Equity Fund

(o) Nikko AM Asia High Yield Bond Fund

(p) MSIG Asian Bond Fund

(q) Nikko AM Global Multi Asset Conservative Fund

(r) Nikko AM Asia Healthcare Fund

(s) Nikko AM China Onshore Fund Series

(t) Nikko AM All China Equity Fund

(u) NikkoAM-StraitsTrading Asia ex Japan REIT ETF

(v) Nikko AM Asia Limited Investment Fund Series

(w) Nikko AM SGD Investment Grade Corporate Bond ETF

(x) NikkoAM-ICBCSG China Bond ETF

(y) Nikko AM Dynamic Bond Fund

(z) Nikko AM Asia Fund Series

(aa) Nikko AM Asia Limited VCC

17.3 The Managers may from time to time have to deal with competing or conflicting interests arising from such other funds managed by the Managers. For example, the Managers may make a purchase or sale decision on behalf of some or all of the other funds managed by the Managers without making the same decision on behalf of the Fund, as a decision whether or not to make the same investment or sale for the Fund depends on factors such as the cash availability and portfolio balance of the Fund. However, the Managers will use their reasonable endeavours at all times to act fairly and in the interests of the Fund. In particular, after taking into account the availability of cash and the relevant investment guidelines of the other funds managed by the Managers and the Fund, the Managers will endeavour to ensure that securities bought and sold will be allocated proportionately as far as possible among the other funds managed by the Managers and the Fund. The Managers may also transact on the Fund's behalf with its affiliates. The Managers intend to deal with any conflicts of interests in a manner consistent with any applicable guidelines which may be issued from time to time by the Investment Management Association of Singapore.

17.4 The Managers are of the view that they are not in a position of conflict in managing their other funds as these funds and the Fund have different investment universes and investment restrictions. To the extent that there are overlapping investment objectives, the Managers will, as far as practicable, endeavour to have the same securities holdings for such overlapping areas with such securities allocated on a pro-rata basis among the relevant funds. The Managers will conduct all transactions with or for the Fund at arm's length. Subject to the investment guidelines of the Fund, the Fund may also invest in other funds managed by the Managers and/or its affiliates. In respect of voting rights where the Managers may face a conflict between their own interest and that of the Holders, the Managers shall cause such voting rights to be exercised in consultation with the Trustee.

17.5 The Trustee is presently also offering registrar services to the Fund while the Custodian (which is a party related to the Trustee) is presently also providing fund administration, transfer agency and valuation services to the Fund. These services are provided on an arm's length basis and the fees for these services are permitted to be paid out of the Deposited Property under the provisions of the Deed.

17.6 The Managers and the Trustee will conduct all transactions with or for the Fund on an arm's length basis.

17.7 The Managers or their affiliates (together the "**Parties**") are or may be involved in other financial, investment and professional activities (including but not limited to providing discretionary investment management or investment advisory services to other clients) which may on occasion cause conflicts of interest with the management of the Fund. Notwithstanding paragraph 17.4 above, the Parties will be free, in their absolute discretion, to

make recommendations to others, or effect transactions on behalf of themselves or for others which may be the same as or different from those effected for the Fund, and to do so prior to, at the same time as, or after effecting such transactions. The Parties shall not be obliged to purchase, retain or sell for the Fund any security which the Parties may purchase, retain or sell on behalf of themselves or for others, or which the Parties may recommend to others to purchase, retain or sell. Furthermore, the Parties shall be free to purchase, sell, deal in or compete for the same financial instruments as the Fund or to take positions opposite to the positions of the Fund, on behalf of themselves or for others, or to recommend others to take positions opposite to the position of the Fund. Each of the Parties will ensure that the performance of their respective duties will not be impaired by any such involvement. If a conflict of interest does arise, the Parties will endeavour to ensure that it is resolved fairly and in the interest of the Holders.

17.8 Associates of the Trustee (the "**Trustee's Associates**") may be engaged to provide financial, banking and brokerage services to the Fund. Such services where provided, will be on an arm's length basis and the Trustee's Associates shall not be liable to account to any person for any profits or benefits made or derived by them in connection with any such services. If there is a conflict of interest, the Trustee will endeavour to resolve such conflict quickly and in the interest of the Holders in an equitable manner.

17.9 The Managers or the Trustee may acquire, own, hold, dispose or otherwise deal with Units as though they were not a party to the Deed. If any conflict of interest arises as a result of such dealing, the Managers and the Trustee, following consultation with the other, will resolve such conflict in a just and equitable manner as they shall deem fit. Such dealings, where entered into, will be on an arm's length basis.

18. REPORTS

18.1 The financial year-end for the Fund is 30 June. Holders may obtain electronic copies of the annual accounts of the Fund, reports of the auditors on the annual accounts of the Fund and the annual reports of the Fund for the relevant financial year (collectively, the "**Reports**") from the Managers' website at www.nikkoam.com.sg. The Reports will be made available on the Managers' website within three (3) months of the financial year-end of the Fund and will remain on the Managers' website for at least 12 months from the date of posting on the Managers' website. Printed copies of the Reports are not sent to Holders. However, Holders who would like to receive printed copies of the Reports may submit the relevant request to the Managers or the relevant distributor.

18.2 Holders may obtain electronic copies of the semi-annual report and semi-annual accounts of the Fund (collectively, the **"Semi-Annual Reports"**) from the Managers' website at www.nikkoam.com.sg. The Semi-Annual Reports will be made available on the Managers' website within two (2) months of the end of the period covered by the relevant report and accounts and will remain on the Managers' website for at least 12 months from the date of posting on the Managers' website. Printed copies of the Semi-Annual Reports are not sent to Holders. However, Holders who would like to receive printed copies of the Semi-Annual Reports may submit the relevant request to the Managers or the relevant distributor.

19. QUERIES AND COMPLAINTS

You should contact the distributor from whom you purchased your Units if you have any queries regarding your investment in the Fund. You may also contact the Managers at 1800 535 8025.

20. OTHER MATERIAL INFORMATION

20.1 You should note that upon the Fund being terminated in accordance with the Deed, and unless a Holder of Units redeems or exchanges his/her Units in accordance with the provisions of the Deed prior to the effective date of the termination of the Fund (or such other date as the Managers and the Trustee may deem appropriate), the Managers may at their discretion (in consultation with the Trustee) automatically exchange such Holder's Units to units/shares of any collective investment scheme that is authorised pursuant to section 286 of the SFA or recognised pursuant to section 287 of the SFA and that is managed by the Managers or any other entity in the Nikko AM group (the "**New Scheme**"), whether such New Scheme is constituted in Singapore or elsewhere and whether the units/shares of such New Scheme are denominated in the same currency as the currency of denomination of the Units being automatically exchanged or otherwise. The Holders shall not be liable for any Initial Sales Charge, Exchange Fee, Realisation Charge or other fees, charges or expenses (whether incurred by the Managers or otherwise) pursuant to such automatic exchange. Please refer to the Deed for more information.

20.2 You should refer to the Deed before investing in the Fund. The Deed is a legal document which sets out the rights, responsibilities and obligations of the Managers, Trustee and Holders. You may wish to inspect a copy of the Deed at the business address of the Managers indicated in paragraph 1.3 above. If you have any doubt regarding the contents of this Prospectus, you should contact the Managers at the telephone number provided in paragraph 19 above, or consult your solicitor, financial adviser or other professional adviser.

20.3 The Fund currently does not intend to carry out securities lending or repurchase transactions but may in the future do so, in accordance with the applicable provisions of the Code and the Deed.

20.4 <u>Valuation</u>

20.4.1 Save as otherwise expressly provided in the Deed, and subject always to the requirements of the Code, for the purpose of determining the Value of any Deposited Property or any part thereof or any Investment (as defined in the Deed) comprised or to be comprised therein by the Managers or other agents on behalf of the Managers:-

(a) the Value shall be determined as at each Valuation Point in respect of the relevant Dealing Day;

(b) the Value of any Unquoted Investment (as defined in the Deed) 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); and

(ii) the Managers 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 (as defined in the Deed) approved by the Trustee as qualified to value such Unquoted Investment;

(c) the Value of any Quoted Investment (as defined in the Deed) shall be calculated, as the case may be, by reference to the price appearing to the Managers to be the official closing price, the last known transacted price or the last transacted price or if there is no such official closing price, last known transacted price or last transacted price and if bid and offer quotations are made or other appropriate closing prices determined by the Managers in consultation with the Trustee in relation to that Investment;

(d) cash, deposits and similar property shall be valued (by an Approved Valuer) at their face value (together with accrued interest) unless in the opinion of the Managers (after consultation with the Trustee), any adjustment should be made;

(e) units in any unit trust or shares or participations in open-ended mutual funds shall be valued at the latest available NAV per unit or share or participation as valued by the issuer thereof;

(f) futures contracts shall be valued:-

(i) in the case of a futures contract for the sale of the subject matter thereof, the amount equal to the contract value less the sum of the amount required to close the contract and the amount spent by the Fund to enter into the contract; and

(ii) in the case of a futures contract for the purchase of the subject matter thereof, the amount equal to the amount required to close the contract less the sum of the contract value and the amount spent by the Fund to enter into the contract;

(g) gold (to the extent permitted by the Code) shall be valued by reference to the mean of the bid and offered prices in USD per troy ounce of gold on the spot gold market in Singapore at the time of calculation; and

(h) any other property forming part of the Authorised Investments (as defined in the Deed) shall be valued (by an Approved Valuer) at such time or times as the Managers and the Trustee shall from time to time agree;

PROVIDED THAT if the quotations referred to in sub-paragraphs (c), (e) and (g) above are not available or if the Value of the Authorised Investment determined in the

manner described in sub-paragraphs (b) to (h) above, in the opinion of the Managers do not represent a fair value of the Authorised Investment, then the value of such Authorised Investment shall be any fair value as the Managers may determine with due care and in good faith and with the consent of the Trustee and in determining such fair value, the Managers may rely on quotations for the Investment on any Recognised Stock Exchange or telephone market or any certified valuation by an Approved Broker (as defined in the Deed) or an Approved Valuer. The method of calculation of the Value of any Investment may be changed to the extent permitted by the Authority and with the Trustee's prior approval, and the Trustee shall determine if the Holders should be informed of such change and the Managers shall notify the Holders of such change if so required by the Trustee.

20.4.2 The Managers shall not, subject to the provisions of the Code, incur any liability by reason of the fact that a price reasonably believed by them to be the last sale price or other appropriate closing price may be found not to be such Provided That such liability shall not have arisen out of the negligence or wilful acts or omissions of the Managers, and the Trustee shall not assume any liability in accepting the opinion of the Managers in any case.

20.4.3 In calculating the Value of the Deposited Property or any part thereof:-

(a) subject to clause 9.6 of the Deed, every Unit agreed to be issued by the Managers 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 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 therefrom or providing thereout the Initial Sales Charge or any fee in connection with the exchange of Units (as the case may be) and the amount of any adjustments authorised by the Deed and (in the case of Units issued against the transfer of Authorised Investments) any amounts payable pursuant to clause 10 of the Deed;

(b) where Investments have been agreed to be sold or purchased but such sale or purchase has not been completed, such 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 pursuant to clauses 13 or 14 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 pursuant 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 pursuant to clause 5 of the Deed, including but not limited to, the aggregate amount for the time being

outstanding of any borrowings effected pursuant to clause 21 of the Deed together with the amount of any interest and expenses thereon accrued pursuant to clause 21.5 of the Deed remaining unpaid and the amount of any Management Fee (which shall be deducted in accordance with paragraph 20.4.4 below if the Management Fee differs between the Classes) accrued pursuant to clause 35 of the Deed, any fees payable to the Trustee accrued pursuant to clause 36 of the Deed, the Realisation Charge (if any), the registrar's agent's fees, the securities transactions fee, the inception fee of the Trustee and any other expenses accrued but remaining unpaid attributable to the Deposited Property;

(e) there shall be adjusted such amount as the Managers estimate will become payable or recoverable in respect of taxation related to Income (as defined in the Deed) up to the Valuation Point;

(f) where the current price of an Investment is quoted "ex" any dividend (including stock dividend), interest or other rights to which the Fund is entitled but such dividend, interest, property or cash to which such rights relates has not been received and is not otherwise taken into account, the amount of such dividend, interest, property or cash shall be included;

(g) an amount equal to the expenses incurred by the Managers and the Trustee in establishing and terminating the Fund and/or any Class and referred to in clauses 5.6(r) and 5.6(s) of the Deed less the amount thereof which has previously been or is then to be written off shall be included;

(h) subject to clause 21 of the Deed and the Authorised Funds Investment Guidelines (as defined in the Deed), any Value (whether of an Investment or cash) otherwise than in USD and any amounts to be deducted otherwise than in USD shall be translated into USD at the rate (whether official or otherwise) which the Managers, after consulting the Trustee or in accordance with a method approved by the Trustee, deem appropriate in all the circumstances having regard, *inter alia*, to any premium or discount which may be relevant and to the costs of exchange;

(i) there shall be deducted the amount in respect of tax, if any, on net capital gains realised during a current Accounting Period (as defined in the Deed) prior to the valuation being made as in the estimate of the Managers will become payable which is attributable to the Fund; and

(j) there shall be added the amount of tax, if any, on capital gains estimated to be recoverable and not received which is attributable to the Fund.

20.4.4 In respect of paragraph 20.4.3 above, the Value of the proportion of the Deposited Property attributable to each Class shall be calculated by apportioning the Value of the Deposited Property (obtained in accordance with paragraphs 20.4.1 and 20.4.3 above provided that no deduction or addition shall be made in respect of expenses, charges or other amounts which are not common to all the Classes) between the Classes and then deducting from or adding to the value of the proportion of the

Deposited Property for each Class any expense, charge or other amount attributable to such Class (including, but not limited to, the Management Fee if it differs between the Classes). For the avoidance of doubt, where any expense, charge or amount payable out of or payable into the Deposited Property pursuant to the Deed is attributable only to a particular Class, such amount shall only be deducted from or added to the value of the Deposited Property which is attributable to that Class and shall not affect the calculation of the Value of the Deposited Property attributable to the other Classes.

20.5 Valuation policy and performance measurement standards of the Managers

Valuations shall be done on every Dealing Day. There will not be a suspension of valuation by reason of an exchange holiday. In such cases, the last available security prices shall continue to be applied for valuation purposes.

Notwithstanding the foregoing, the Managers' pricing committee will subject to the provisions of the Code and the conditions set out in paragraph 14 of this Prospectus retain the discretion to suspend valuation if deemed necessary. The Managers' pricing committee is responsible for considering and arriving at a consensus decision to address any pricing disputes or valuation methodology that requires ad hoc decision due to market situation. Subject to the provisions of the Code, the Managers may request for approval to suspend the valuation and dealing of the Fund if the fair value of a material portion of the Fund's assets cannot be determined.

The Managers collate and maintain portfolio and series data in the performance systems on a periodic basis and generate performance results to meet reporting requirements. Time-weighted rate of return (TWRR) methodology is adopted for portfolio returns calculation.

20.6 Hard-to-value or illiquid assets

If the most recent available price for a security invested into by the Fund exceeds one month for reasons of non-availability of prices from regular market sources and/or counterparties, an appropriate liquidity reserve shall be applied on the last available price in accordance with the Managers' pricing and valuation policy. The adjusted price shall be approved by the Managers' pricing committee prior to application.

20.7 Compulsory realisation of Units

20.7.1 The Managers have the right (in consultation with the Trustee) to compulsorily realise any holdings of Units in the Fund held by:

(a) any Holder:

(i) whose subscription for or holding of Units, in the opinion of the Managers, is or may be in breach of any applicable law or regulation in any jurisdiction; or

(ii) where such realisation is, in the opinion of the Managers, necessary or desirable for the compliance by the Managers or the Fund with any applicable law or regulation in any jurisdiction (including any regulatory exemption conditions); or

(b) any Holder whose holdings of Units, in the opinion of the Managers:

(i) may cause the Fund to lose its authorised or registered status with any regulatory authority in any jurisdiction; or

(ii) may cause the offer of the Units of the Fund, the Fund, this Prospectus, the Deed, the Managers or the Trustee to become subject to any authorisation, recognition, approval or registration requirements under any law or regulation in any other jurisdiction; or

(c) any Holder whose holdings of Units, in the opinion of the Managers:

(i) 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

(ii) may result in the Fund or other Holders of the Fund suffering any other legal or pecuniary or administrative disadvantage which the Fund or the Holders might otherwise not have incurred or suffered; or

(d) any Holder who fails any anti-money laundering, anti-terrorist financing or know-your-client checks, or where any information and/or documentary evidence requested by the Managers and/or the Trustee for the purposes of any anti-money laundering, anti-terrorist financing or know-your-client checks cannot be obtained from the Holder, or the Holder has failed to provide the same, in a timely manner; or

(e) any Holder, where information (including but not limited to information regarding tax status, identity or residency), self-certifications or documents as may be requested by the Managers and/or the Trustee pursuant to any laws, regulations, guidelines, directives or contractual obligations with other jurisdictions' authorities (including, without limitation, the FATCA (as defined in the Important Information section of this Prospectus) and/or any Singapore laws, regulations, guidelines and directives implemented as part of any inter-governmental agreement entered into between the United States and Singapore in connection with the FATCA) cannot be obtained from the Holder, or the Holder has failed to provide the same, in a timely manner; or

(f) any Holder who does not consent, or withdraws his consent, for the Managers or the Trustee to collect, use and/or disclose information or data relating to the Holder, where such information or data is necessary for, or reasonably required by, the Managers, the Trustee, their respective related corporations and/or other service providers to perform their respective services and/or duties to or in respect of (i) the Fund and/or (ii) the Holder in relation to his holdings of Units in the Fund.

20.7.2 If the Managers and/or the Trustee are required to account to any duly empowered fiscal authority of Singapore or elsewhere for any income or other taxes, charges or assessments whatsoever on the value of any Units held by a Holder, the Managers (in consultation with the Trustee) shall be entitled to compulsorily realise such number

of Units held by that Holder as may be necessary to discharge the liability arising. The Managers and/or the Trustee (as the case may be) shall be entitled to apply the proceeds of such realisation in payment, reimbursement and/or set-off against the liability.

20.7.3 Any compulsory realisation under paragraphs 20.7.1 or 20.7.2 may be carried out by the Managers on any Dealing Day after giving prior written notice to the relevant Holder, and shall be carried out in accordance with, and at the Realisation Price determined under, the relevant provisions of the Deed.

20.7.4 The Managers, the Trustee and their respective delegates, agents or Associates (as defined in the Deed) shall not be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any Holder or any party arising out of or caused in whole or in part by any actions which are taken by the Managers, the Trustee and/or any of their respective delegates, agents or Associates under paragraphs 20.7.1, 20.7.2 or 20.7.3.

20.8 Liquidity risk management

The Managers have established liquidity risk management policies which enable the Managers to identify, monitor, and manage the liquidity risk 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.

The Managers' 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) subject to the provisions of the Deed, the Trustee shall at any time as the Managers may from time to time request, make and vary arrangements for the borrowing for the account of the Fund provided that the investment guidelines and limits on borrowings in the Authorised Funds Investment Guidelines (as defined in the Deed) and (if applicable) the CPF Investment Guidelines (as defined in the Deed), are complied with;

(b) subject to the provisions of the Code, the Managers may, with the approval of the Trustee, suspend the realisation of Units of the Fund or any Class in accordance with paragraph 14 of this Prospectus. During any such suspension period for the Fund or the relevant Class, Holders of the Fund or Class may not be able to realise their Units or payment for any Unit of the Fund or the relevant Class realised before the commencement of such suspension but for which payment has not been made before the commencement of the suspension may, if the Managers and the Trustee so agree, be deferred until immediately after the end of such suspension; and

(c) The Managers may, with the approval of the Trustee, limit the total number of Units of the Fund or any Class which Holders may realise on any Dealing Day to 10% of the total number of Units of the Fund or Class then in issue, such limitation to be applied proportionately to all Holders of the Fund or Class who have validly requested realisations in relation to their Units of the Fund or Class on such Dealing Day. In such

circumstances, the realisation of your Units may be delayed or the amount of the realisation proceeds that Holders will receive for their Units (upon application of Swing Pricing as described in paragraph 20.9 of this Prospectus) may be affected.

20.9 Swing Pricing

The Fund is single priced and the NAV of the Fund may fall as a result of, amongst others, the transaction costs (such as broker commissions, custody transaction costs, stamp duties or sales taxes) incurred in the purchase and/or sale of its Authorised Investments caused by subscriptions, realisations, switches and/or exchanges of Units in the Fund and the spread between the buying and selling prices of such Authorised Investments. This effect is known as "dilution".

To protect the interest of Holders, the Managers shall, in consultation with the Trustee, have the discretion to apply a technique known as "dilution adjustment" or "swing pricing" ("**Swing Pricing**") in certain circumstances which the Managers deem appropriate. Swing Pricing involves making upwards or downwards adjustments in the calculation of the NAV per Unit of the Fund or Class on a particular Dealing Day so that such transaction costs and dealing spreads in respect of the Authorised Investments are, as far as practicable, passed on to the investors who are subscribing, realising, switching and/or exchanging Units on that Dealing Day.

Typically, the NAV is adjusted if the net subscription or realisation (including switches and/or exchanges) on a particular Dealing Day reaches or exceeds a certain percentage (the "**Swing Threshold**") of the size of the Fund as of such relevant Dealing Day. The NAV will swing upwards for a net subscription and downwards for a net realisation. In relation to the application of Swing Pricing to Classes of Units in the Fund, the NAV of each Class will be calculated separately but any adjustment will, in percentage terms, affect the NAV of each Class in an equal manner.

The need to apply Swing Pricing will depend upon various factors, including but not limited to (i) the amount of subscriptions and/or realisations (including switches and/or exchanges) of Units on that Dealing Day, (ii) the impact of any transaction costs incurred in the purchase and/or sale of Authorised Investments of the Fund, (iii) the spread between the buying and selling prices of Authorised Investments of the Fund and (iv) market conditions such as situations of financial turmoil provided that, any adjustments made by the Managers shall be on a fair and equitable basis and with a view to protecting the interests of Holders.

Please note that applying Swing Pricing when the Swing Threshold is reached or exceeded, aims to mitigate the effect of dilution but may not eliminate it entirely. Where the net subscription or realisation is below the Swing Threshold, no Swing Pricing will be applied and dilution will not be reduced.

The swing pricing policy for the Fund will be subject to regular review and may change from time to time. Accordingly, you should note that our decision to apply Swing Pricing and the level of adjustment made to the NAV per unit of the Fund in particular circumstances may not result in the same decision in similar circumstances arising in the future.

Holders and potential investors into the Fund should also take note of the following:

(a) the Fund's performance will be calculated based on the NAV of the Fund after the Swing Pricing adjustment has been applied and therefore the returns of the Fund may be influenced by the level of subscription and/or realisation activity;

(b) Swing Pricing could increase the variability of the returns of the Fund since the returns are calculated based on the adjusted NAV per Unit; and

(c) the fees and charges applicable to the Fund (including fees based on the NAV of the Fund) will be based on the NAV before the Swing Pricing adjustment is applied.

In the usual course of business, to minimise the impact to the variability of the return of the Fund, the application of Swing Pricing will be triggered mechanically and on a consistent basis and applied only when the net transaction reaches or exceeds the Swing Threshold.

The Swing Threshold will be set with the objective of protecting the Holders' interest while minimising impact to the variability of the Fund's return by ensuring that the NAV per Unit is not adjusted where the dilution impact on the Fund is, in the opinion of the Managers, not significant, and may be varied by the Managers in their discretion.

The amount of adjustment at any future point in time may vary depending on inter alia market conditions, but will under normal circumstances not exceed 2% of the NAV per Unit of the Fund or Class on the relevant Dealing Day (the "**Maximum Adjustment**"). The Managers reserve the right to apply an adjustment of an amount not exceeding the Maximum Adjustment on the relevant Dealing Day where they deem appropriate and have the discretion to vary the amount of adjustment up to the Maximum Adjustment, in consultation with the Trustee, from time to time without giving notice to the relevant Holders.

Subject to the Deed and the applicable laws and regulations, the Managers may, in exceptional circumstances (including but not limited to volatile market conditions, market turmoil and illiquidity in the market, extraordinary market circumstances or significant unexpected changes in general market conditions) and in consultation with the Trustee temporarily apply an adjustment beyond the Maximum Adjustment on the relevant Dealing Day if, in their opinion, it is in the best interest of investors to do so. In such cases, if so required by the Authority and/or the Trustee, the Managers shall give notice to the relevant investors as soon as practicable in such manner as the Managers and Trustee may agree.

NIKKO ASSET MANAGEMENT ASIA LIMITED

BOARD OF DIRECTORS

Signed:

Seet Oon Hui Eleanor
Director

Signed:

Yutaka Nishida
Director
(signed by Seet Oon Hui Eleanor for and on behalf of Yutaka Nishida)

Signed:

Hiroshi Yoh
Director
(Signed by Seet Oon Hui Eleanor for and on behalf of Hiroshi Yoh)

Signed:

Allen Yan
Director
(Signed by Seet Oon Hui Eleanor for and on behalf of Allen Yan)

Prospectus of Nikko AM ASEAN Equity Fund

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Nikko Asset Management