

HSBC Global Money Funds

Explanatory Memorandum

December 2019



HSBC
Global Asset
Management

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IMPORTANT INFORMATION

Important: If you are in any doubt about the content of this Explanatory Memorandum, you should seek independent professional financial advice. This Explanatory Memorandum has been written and authorised for distribution in the Hong Kong Special Administrative Region ("Hong Kong") only. It does not constitute a distribution of information or an offer in any other jurisdiction.

Investment involves risk and investors should note that losses may be sustained on their investment. There is no assurance that the investment objectives of a Sub-Fund will be achieved. Investors should read the Explanatory Memorandum, particularly the sections headed "General Risks" before making their investment decisions.

Making an investment in the Sub-Funds is not the same as making a deposit in a bank. Investors may not recoup the original amount invested in the Sub-Funds because the prices can go up or down. The Fund and the sub-funds are not subject to the supervision of the Hong Kong Monetary Authority.

HSBC Global Money Funds were originally constituted as a Cayman Islands unit trust dated 12 February 1991 between HSBC Investment Funds (Hong Kong) Limited as manager and HSBC Trustee (Cayman) Limited as trustee. Pursuant to a Deed of Removal of the Trust to Another Jurisdiction and Replacement of Trustee dated 7 November 2018, the Fund was subsequently removed from the jurisdiction of the Cayman Islands to the jurisdiction of Hong Kong with effect from 4 January 2019. The Fund is currently governed by the laws of Hong Kong. The Fund is managed by HSBC Investment Funds (Hong Kong) Limited (the "Manager").

When distributing a Sub-Fund to retail investors in Hong Kong then this Explanatory Memorandum must be accompanied by the relevant Sub-Fund's Product Key Facts Statement alongside a copy of the latest available annual financial report of the Fund and any subsequent semi-annual financial report (if available).

This Explanatory Memorandum and the associated Product Key Facts Statements are issued by the Manager. The Manager accepts full responsibility for the accuracy of the information contained in this Explanatory Memorandum and the Product Key Facts Statements of the Sub-Funds, as at the date of such documents, and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which make any statement misleading.

Units issued after the date hereof are offered on the basis only of the information contained in this Explanatory Memorandum, the Product Key Facts Statements of the Sub-Funds and any addendum or addenda issued by the Manager expressly in conjunction with the issue of this Explanatory Memorandum or the Product Key Facts Statements of the Sub-Funds. Any further information or representations made by any dealer, salesman or other person must be regarded as unauthorised and must accordingly not be relied upon. The delivery of this Explanatory Memorandum or the other documents mentioned above or the offer, issue or sale of the Units shall not in any way constitute a representation that the information and representations given herein or in such documents are correct as at any time subsequent to the date of this Explanatory Memorandum or such documents. This Explanatory Memorandum and the Product Key Facts Statements of the Sub-Funds may from time to time be updated and intending applicants of Units should enquire of the Manager as to the issue of any later Explanatory Memorandum or Product Key Facts Statements.

No action has been taken to permit an offering of units in the Fund or the Sub-Funds, or the distribution of this Explanatory Memorandum and the Product Key Facts statements of the Sub-fund in any jurisdiction other than Hong Kong or where action would be required for such purposes. Accordingly, the Explanatory Memorandum and the Product Key Facts Statements of the Sub-Funds may not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is not authorized. Further, Units of the Sub-Funds may not be offered or sold, directly or indirectly, to any persons for reoffering or resale, in any jurisdiction where such action is not authorised. Receipt of this Explanatory Memorandum or the Product Key Facts Statements of the Sub-Funds does not constitute an offer of Units of the Sub-Funds in those jurisdictions in which it is illegal to make such an offer.

In particular, potential investors should note the following:-

- **United Kingdom**

Neither the Fund nor the Sub-Funds is authorised under the United Kingdom Financial Services and Markets Act 2000 (the "FSMA") in the United Kingdom and accordingly this Explanatory Memorandum must not be distributed in the United Kingdom other than to certain categories of person as specified in regulations made under the FSMA. Such categories include certain persons with sufficient expertise such as authorised persons, who understand the risks involved.

- **United States**

Units in the Fund have not been and will not be registered under the United States Securities Act of 1933 (the "**Securities Act**") or under the securities laws of any state and the Fund has not been and will not be registered under the Investment Company Act 1940 (the "**Investment Company Act**"). This document may not be distributed, and the Units in the Fund may not be offered or sold within the United States or to US Persons (as specified under the US Person definition in the section headed "Definition" of this Explanatory Memorandum).

- **Canada**

The Units described in this Explanatory Memorandum may be distributed in Canada exclusively through HSBC Global Asset Management (Canada) Limited by way of exempt distribution to accredited investors as defined in National Instrument 45-106 Prospectus and Registration Exemption who qualify as permitted clients under National Instrument 31-103 - Registration Requirements, Exemptions and On-going Registrant Obligation. This Explanatory Memorandum may not be used to solicit, and will not constitute a solicitation of, an offer to buy Units in Canada unless such solicitation is made by HSBC Global Asset Management (Canada) Limited.

Potential applicants for Units in the Fund and existing Unitholders should inform themselves as to (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which they might encounter under the laws of the countries or regions of their incorporation, citizenship, residence or domicile and which might be relevant to the subscription, holding or disposal of Units in the Fund.

Enquiries and Complaints

Enquiries and complaints concerning the Fund (including information concerning subscription and redemption procedures and the current net asset value) should be directed to the Manager at (852) 2284 1118 or at Level 22, HSBC Main Building, 1 Queen's Road Central, Hong Kong. The Manager will respond to any enquiry or complaint as soon as practicable.

DECEMBER 2019

DEFINITIONS

The following terms used in this Explanatory Memorandum have the meanings set out below: -

“Base Currency”	the currency in which the net asset value of a Sub-Fund is expressed and calculated
“Business Day”	a day on which banks in Hong Kong are normally open for business except Saturdays and Sundays, provided that where as a result of a number 8 typhoon signal, black rainstorm warning or other similar event, the period during which banks in Hong Kong are open on any day is reduced, such day shall not be a Business Day unless the Manager and the Trustee otherwise determine
“Code”	Section I and Section II of the <i>SFC Handbook for Unit Trusts and Mutual Funds, Investment-Linked Assurance Schemes and Unlisted Structured Investment Products</i> or any handbook, guideline and code issued by the SFC, as may be amended from time to time.
“Connected Person”	<p>shall unless otherwise specified have the meaning as set out in the Code, meaning, in relation to a company:</p> <ul style="list-style-type: none">(a) any person or company beneficially owning, directly or indirectly, 20% or more of the ordinary share capital of that company or able to exercise directly or indirectly, 20% or more of the total votes in that company; or(b) any person or company controlled by a person who or which meets one or both of the descriptions given in (a); or(c) any member of the group of which that company forms part; or(d) any director or officer of that company or of any of its Connected Persons as defined in (a), (b) or (c).
“Dealing Day”	each Business Day or such other day(s) as the Manager may determine with the consent of the Trustee.
“Dealing Deadline”	<p><i>For the Hong Kong Dollar sub-fund:</i> means 11 a.m. (Hong Kong time) on the Dealing Day to which an application for the subscription, redemption or switching of units, as the case may be, relates</p> <p><i>For the US Dollar sub-fund:</i> means 4 p.m. (Hong Kong time) on the Dealing Day to which an application for the subscription, redemption or switching of units, as the case may be, relates</p>
“Fund”	HSBC Global Money Funds
“Government and other public securities”	any investment issued by, or the payment of principal and interest on, which is guaranteed by, a government or any fixed interest investment issued by its public or local authority or authorities or other multilateral agencies.
“HK\$” or “Hong Kong dollar”	means the lawful currency of Hong Kong
“Investment Adviser”	HSBC Global Asset Management (Hong Kong) Limited
“Issue Price”	the price at which Units of a Class of a Sub-Fund will be issued, as more fully described in the section “Unit prices”.
“Manager”	HSBC Investment Funds (Hong Kong) Limited
“Redemption Price”	the price at which Units of a Class of a Sub-Fund will be redeemed, as more fully described in the section “Unit prices”.

“Registrar”	HSBC Institutional Trust Services (Asia) Limited
“Repurchase Transactions”	transactions whereby a Sub-Fund sells its securities to a counterparty of Reverse Repurchase Transactions and agrees to buy such securities back at an agreed price with a financing cost in the future
“Reverse Repurchase Transactions”	transactions whereby a Sub-Fund purchases securities from a counterparty of Repurchase Transactions and agrees to sell such securities back at an agreed price in the future.
“SFC”	the Securities and Futures Commission of Hong Kong
“Securities Financing Transactions”	collectively Securities Lending transactions, Repurchase Transactions and Reverse Repurchase Transactions.
“Securities Lending”	transactions whereby a Sub-Fund lends its securities to a security-borrowing counterparty for an agreed fee
“Series”	a separate series of units within a sub-fund
“Series Currency”	the currency of account of a Series specified by the Manager
“Sub-Fund”	a separate pool of the assets within the Fund with respect to which a separate class of units is issued
“Substantial Financial Institution”	an authorized institution as defined in section 2(1) of the Banking Ordinance (Chapter 155 of Laws of Hong Kong) or a financial institution which is on an ongoing basis subject to prudential regulation and supervision, with a minimum net asset value of HK\$2 billion or its equivalent in foreign currency
“Trust Deed”	the trust deed dated 12 th February 1991 and any supplements thereto
“Trustee”	HSBC Institutional Trust Services (Asia) Limited
“Unit”	a unit of the class issued in respect of the Fund and includes any fraction of a unit
“Unitholder”	a person registered as the holder of units
“US”	the United States of America (including the States and the District of Columbia), its territories, possessions and all other areas subject to its jurisdiction
“US\$” or “US dollar”	means the currency of the United States of America
“US Law”	the laws of the US. US Law shall additionally include all applicable rules and regulations, as supplemented and amended from time to time, as promulgated by any US regulatory authority, including, but not limited to, the Securities and Exchange Commission and the Commodity Futures Trading Commission
“US Person”	<p>US person ("USP") to whom units of the Fund may not be offered or sold, for the purposes of this restriction, the term US Person shall mean the following:</p> <ol style="list-style-type: none"> 1) an individual who is a resident of the US under any US Law; 2) a corporation, partnership, limited liability company, collective investment vehicle, investment company, pooled account, or other business, investment, or legal entity: <ol style="list-style-type: none"> a. created or organized under US Law; b. created (regardless of domicile of formation or organisation) principally for passive investment (e.g. an investment company, fund or similar entity excluding employee benefit or pension plans):

- i) and owned directly or indirectly by one or more USPs who hold, directly or indirectly, in aggregate a 10% or greater beneficial interest, provided that any such USP is not defined as a Qualified Eligible Person under Commodity Futures Trading Commission Regulation 4.7(a);
 - ii) where a USP is the general partner, managing member, managing director or other position with authority to direct the entity's activities;
 - iii) where the entity was formed by or for a USP principally for the purpose of investing in securities not registered with the U.S. Securities and Exchange Commission unless such entity is comprised of "Accredited Investors", as defined in Regulation D, 17 Code of Federal Regulations 230.501(a), and no such Accredited Investors are individuals or natural persons; or
 - iv) where more than 50% of its voting ownership interests or non-voting ownership interests are directly or indirectly owned by USPs;
 - c. that is an agency or branch of a non-US entity located in the US; or
 - d. that has its principal place of business in the US;
- 3) a trust:
- a. created or organized under US Law; or
 - b. where, regardless of domicile of formation or organisation:
 - i. any settlor, founder, trustee, or other person responsible in whole or in part for investment decisions for the trust is a USP;
 - ii. the administration of the trust or its formation documents are subject to the supervision of one or more US courts; or
 - iii. the income of which is subject to US income tax regardless of source;
- 4) an estate of a deceased person:
- a. who was a resident of the US at the time of death or the income of which is subject to US income tax regardless of source; or
 - b. where, regardless of the deceased person's residence while alive, an executor or administrator having sole or shared investment discretion is a USP or the estate is governed by US Law;
- 5) an employee benefit or pension plan that is:
- a. established and administered in accordance with US Law; or
 - b. established for employees of a legal entity that is a USP or has its principal place of business in the US; or
- 6) a discretionary or non-discretionary or similar account (including a joint account) where:
- a. one or more beneficial owners is a USP or held for the benefit of one or more USPs; or
 - b. the discretionary or similar account is held by a dealer or fiduciary organized in the US.

If, subsequent to a unitholder's investment in the Fund, the unitholder becomes a USP, such unitholder (i) will be restricted from making any additional investments in the Fund and (ii) as soon as practicable have its units compulsorily redeemed by the Fund (subject to the requirements of the Trust Deed and the applicable law).

The Manager may, from time to time, waive or modify the above restrictions, subject to the provisions of the Trust Deed.

"Valuation Point"

For the Hong Kong Dollar Sub-Fund:

means 12 noon (Hong Kong time) on each Dealing Day or such other time on such day or days as the Manager with the consent of the Trustee may from time to time prescribe

For the US Dollar Sub-Fund:

means 4:30 p.m. (Hong Kong time) on each Dealing Day or such other time on such day or days as the Manager with the consent of the Trustee may from time to time prescribe

SECTION A: OVERVIEW OF THE FUND, SUB-FUNDS AND CLASSES OF UNITS

The Fund

HSBC Global Money Funds (the “Fund”) is an umbrella unit trust established by the Trust Deed dated 12 February 1991, as amended. Pursuant to a deed of retirement and appointment dated 5 November 2009 between the Manager, Bank of Bermuda (Cayman) Limited (the “First Former Trustee”) and HSBC Trustee (Cayman) Limited (the “Second Former Trustee”), the First Former Trustee retired as trustee of the Fund with effect from 1 June 2010 and in its stead HSBC Trustee (Cayman) Limited has been appointed.

Pursuant to a Deed of Removal of the Trust to Another Jurisdiction and Replacement of Trustee dated 7 November 2018, the Fund was removed from the jurisdiction of the Cayman Islands to the jurisdiction of Hong Kong Special Administrative Region (“Hong Kong”) and HSBC Institutional Trust Services (Asia) Limited was appointed as trustee in place of the Second Former Trustee with effect from 4 January 2019. The Fund is currently governed by the laws of Hong Kong.

The Sub-Funds have been authorised by the SFC. SFC authorisation is not a recommendation or endorsement of the Sub-Funds nor does it guarantee the commercial merits of the Sub-Funds or the performance of the Sub-Funds. It does not mean that a Sub-Fund is suitable for all investors nor is it an endorsement of a Sub-Fund’s suitability for any particular investor or class of investors.

Trust Deed

Some of the information in this Explanatory Memorandum is a summary of corresponding provisions in the Trust Deed. The Trust Deed contains provisions for the indemnification of the parties and their exculpation from liability in certain circumstances. However neither the Trustee nor the Manager shall be exempted from any liability to Unitholders imposed under Hong Kong law or breaches of trust through fraud or negligence or which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of duty or trust of which they may be guilty in relation to their duties nor may they be indemnified against such liability by Unitholders or at Unitholders' expense. Whilst every effort has been made to ensure the accuracy of the facts and matters stated in this Explanatory Memorandum, in the event of any conflict between any of the provisions of this Explanatory Memorandum and the Trust Deed, the provisions of the Trust Deed will prevail. Unitholders and intending applicants are advised to consult the Trust Deed for further details on the relevant provisions.

A copy of the Trust Deed as for the time being in force may be obtained from the Manager at a reasonable fee and may be inspected during normal working hours at the offices of the Manager free of charge.

The Trustee and the Manager may modify, alter or vary the provisions of the Trust Deed. No modification, alteration or addition involving any material changes shall be made without the approval of an Extraordinary Resolution of Unitholders or the approval of the Securities and Futures Commission (but, only to the extent that the Securities and Futures Commission’s approval is required in respect of such modification, alteration or addition under the Code) unless the alteration, modification or variation to be made thereby is made in order either that the Fund should comply with fiscal or other statutory, regulatory or official requirements of any country or authority and the Trustee certifies in writing that in its opinion such change is necessary to so comply or is expedient for the more convenient, economical, simple, advantageous or profitable working or management of the Fund and the Trustee certifies in writing that such alteration, modification or variation is in its opinion not materially detrimental to the interests of the Unitholders, does not to any material extent release the Trustee, the Manager or any other person from any liability or responsibility to Unitholders and does not increase the costs and charges payable out of the Fund.

Meetings of Unitholders and voting rights

Unitholders' meetings may be convened by the Manager or the Trustee, or Unitholders representing 10% or more of the number of Units in issue of a Sub-Fund or the Fund may also require a meeting to be convened to discuss resolutions specific to them. Unitholders will be given not less than 21 days' notice of any meeting.

The quorum for all meetings is Unitholders present in person or by proxy representing 25% or more of the Units in issue. In the case of an adjourned meeting of which separate notice will be given, such Unitholders as are present in person or by proxy will form a quorum. On a poll every Unitholder present in person, by proxy or by representative has one vote for every unit of which he is the holder and no vote for a fraction of a Unit. In the case of joint Unitholders the senior of those who tenders a vote (in person or by proxy) will be accepted and seniority is determined by the order in which the names appear on the Register of Unitholders. A poll may be demanded by the Chairman or one or more Unitholders present in person or by proxy representing 5% of the Units for the time being in issue.

Reports and accounts

The financial year-end of the Fund and the Sub-Fund is on 31 July each year. An annual report containing audited accounts will be made available and distributed to Unitholders as soon as possible, and in any event within four months, after the end of the financial year.

Unaudited semi-annual reports will also be made available and distributed within two months after 31 January in each year. Such reports contain a statement of the net asset value of each Sub-Fund and of the investments comprising its portfolio.

The annual reports and semi-annual reports will be available in English only.

The annual reports and semi-annual reports will also be available on the website of the Manager at www.assetmanagement.hsbc.com/hk¹ and printed copies of the annual reports and semi-annual reports will also be available at the offices of the Manager.

In future, as an alternative to distributing hard copies of the annual and semi-annual reports to Unitholders, the Manager may instead notify Unitholders when and where such reports are available (in printed and electronic forms) each time they are published.

The annual report and accounts of the Fund is prepared in accordance with HKFRS (Hong Kong Financial Reporting Standards). According to the Trust Deed, a majority of the instruments are valued at cost with daily income accruals or discounts or premium while some of the instruments are valued at their marked-to-market value. Please refer to details in the section of “Valuation and Prices”. Investors should note that the valuation policies may not be the same as those under HKFRS. To the extent that the valuation basis adopted by the Sub-Funds deviates from HKFRS, adjustments may be required in the annual accounts of the Sub-Funds in order to comply with HKFRS, and if relevant will include a reconciliation note in the annual accounts of the Sub-Funds to reconcile values shown in the annual accounts determined under HKFRS to those arrived at by applying the Sub-Funds’ valuation rules. Otherwise, non-compliance with HKFRS may result in the Auditors issuing a qualified or an adverse opinion on the annual accounts depending on the nature and level of materiality of the non-compliance.

As described under the heading “Amortised establishment costs” in the section “Charges and expenses”, it should also be noted that the policy relating to amortisation of establishment expenses is not strictly in accordance with the HKFRS, which requires establishment expenses to be expensed as incurred. This may result in the net asset value of the Sub-Funds from the daily valuation being higher than the net asset value of the Sub-Funds reported in the audited annual accounts, which are prepared in accordance with HKFRS.

Manager, Trustee and related service providers

Manager

HSBC Investment Funds (Hong Kong) Limited

Address: HSBC Investment Funds (Hong Kong) Limited, HSBC Main Building, 1 Queen’s Road Central, Hong Kong

The Manager of the Fund is incorporated in and under the laws of Hong Kong. The directors comprise:

BERRY, Stuart Glenn

BOTELHO BASTOS, Pedro Augusto

LAU, Ka Yin Joanne

MALDONADO-CODINA, Guillermo Eduardo

TAM, Chun Pong, Stephen

Address: all of HSBC Main Building, 1 Queen’s Road Central, Hong Kong

The Manager is registered with SFC to carry on Type 1 (dealing in securities), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 9 (asset management) regulated activities (CE Number: AAL518). The Manager is a member of the HSBC Group.

The Manager may be subject to removal (a) if the Manager is, in the opinion of the Trustee, in financial difficulties or insolvent (b) if for good and sufficient reason the Trustee is of the opinion that a change of Manager is desirable in the interests of Unitholders and (c) if the Unitholders of not less than 50% of the Units for the time being outstanding deliver to the Trustee in writing a request that the Manager should retire.

In the event that the Manager is removed under the circumstances above, the Trustee shall use its best endeavors to as soon as reasonably practicable appoint a successor manager to replace the Manager.

Investment Advisers

The Manager has delegated its investment management duties for each Sub-Fund to an Investment Adviser.

The Investment Adviser is a member of the HSBC Group and comprise:

HSBC Global Asset Management (Hong Kong) Limited

Address: HSBC Global Asset Management (Hong Kong) Limited, HSBC Main Building, 1 Queen's Road Central, Hong Kong

The fees of the Investment Adviser will be borne by the Manager.

The Manager may appoint a replacement Investment Adviser or discretionary Sub-Investment Adviser for a Sub-Fund at its discretion subject to necessary prior approval by the SFC and giving at least one month's prior notice to affected Unitholders in normal circumstances.

Trustee and Registrar

HSBC Institutional Trust Services (Asia) Limited

Address: HSBC Institutional Trust Services (Asia) Limited, 1 Queen's Road Central, Hong Kong

The Trustee of the Fund is registered as a trust company under the Trustee Ordinance (Cap. 29 of the Laws of Hong Kong). and approved by the Mandatory Provident Fund Schemes Authority as trustee of registered mandatory provident fund schemes under the Mandatory Provident Fund Schemes Ordinance (Cap.485 of the Laws of Hong Kong). The Trustee is an indirectly wholly owned subsidiary of HSBC Holdings plc, a public company incorporated in England and Wales.

The Trustee shall be responsible for the safe-keeping of the investments, assets and other property forming part of the Fund in accordance with the provisions of the Trust Deed and, to the extent permitted by law, such investments, assets and other property shall be dealt with as the Trustee may think proper for the purpose of providing for the safe-keeping thereof, subject to the provisions of the Trust Deed.

The Trustee may (i) appoint such person or persons (including, without limitation, any of its Connected Persons) or have such person(s) appointed, to hold, as agent, nominee, custodian, joint custodian, co-custodian or sub-custodian, all or any investments, assets, collateral or other property comprised in a Sub-Fund and may empower any such person to appoint, with the prior consent in writing of the Trustee, additional co-custodians and/or sub-custodians (each such agent, nominee, custodian, joint custodian, co-custodian or sub-custodian a **"Correspondent"**), or (ii) delegate to a person or persons (including, without limitation, any of its Connected Persons) the performance of its duties, powers or discretions under the Trust Deed. The Trustee confirms that the Trustee shall (a) exercise reasonable care, skill and diligence in the selection, appointment and ongoing monitoring of any such persons and, (b) be satisfied that such persons retained remain suitably qualified and competent to provide the relevant services to the relevant Sub-Fund. The Trustee shall remain liable for any act or omission of any such person as described in the aforesaid (i) and (ii) that is a Connected Person of the Trustee as if the same were the acts or omissions of the Trustee. Provided however that if the Trustee has discharged its obligations set out in the aforesaid (a) and (b), the Trustee shall not be liable for any act, omission, insolvency, liquidation or bankruptcy of any such person(s) not being the Trustee's Connected Person appointed as Correspondent and/or delegates of any Sub-Fund.

The Trustee also acts as the Registrar and will be responsible for maintaining the Fund's register. The Trustee may with the consent of the Manager appoint any other person to act as the Registrar of the Fund or to assist the Trustee in the performance of its function.

Subject as provided in the Trust Deed, the Trustee is entitled to be indemnified from the assets of the relevant Sub-Fund from and against any and all actions, proceedings, liabilities, costs, claims, damages, expenses, including all reasonable legal, professional and other similar expenses (other than any liability to investors for breach of trust through fraud or negligence or any liability to investors imposed under the laws of Hong Kong or which by virtue of any rule of law would otherwise attach to the Trustee in respect of any negligence, default or breach of duty or trust of which it may be guilty in relation to its duties) which may be incurred by or asserted against the Trustee in performing its obligations or duties in connection with any Sub-Fund.

The Trustee is entitled to the fees set out under the section headed "Trustee's fee" and to be reimbursed for other costs and expenses permitted under the Trust Deed.

The Manager has sole responsibility for making investment decisions in relation to the Fund and/or each sub-fund and the Trustee (including its delegate) is not responsible or has no liability for any investment decision made by the Manager. The Trustee and its delegate will not participate in transactions or activities or make any payments denominated in US dollars, which, if carried out by a U.S. Person, would be subject to the United States Office of Foreign Assets Control (OFAC) sanctions.

Neither the Trustee nor its delegate is involved directly or indirectly with the sponsorship or investment management of the Fund or any sub-fund. In addition, neither the Trustee nor its delegate is responsible for the preparation or issue of this Explanatory Memorandum and therefore they accept no responsibility for any information contained in this Explanatory Memorandum other than information relating to themselves and the HSBC Group under this section "Trustee and the Registrar".

The appointment of the Trustee may be terminated in the circumstances set out in the Trust Deed.

The Trustee may not be entitled to retire voluntarily except upon the appointment of a new Trustee. In the event of the Trustee desiring to retire, the Manager shall find a qualified corporation under any applicable law and by a supplemental deed replace the Trustee. The Manager shall as soon as practicable thereafter give notice to the Unitholders specifying the name and the address of the new trustee.

Auditors

KPMG

Address: KPMG, Certified Public Accountants, 8th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

KPMG currently acts as auditors to the Fund. The Manager (with the approval of the Trustee) may appoint a replacement auditor at any point without prior notice to Unitholders.

Legal Advisers

Deacons

Address: Deacons, 5th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

Deacons currently acts as the main legal adviser of the Fund. However, the Manager may engage alternative legal advisers for specific legal advice pertaining to the Fund. Moreover, at the Manager's discretion, the main legal adviser of the Fund may be replaced at any point without prior notice to Unitholders.

Conflicts of Interest

The Manager, the Investment Adviser, the investment sub-adviser (if applicable), the Trustee, and their respective delegates or Connected Persons may from time to time act as trustee, administrator, registrar, manager, custodian, investment manager or investment adviser, representative or otherwise as may be required from time to time in relation to, or be otherwise involved in or with, other funds and clients which have similar investment objectives to those of the Sub-Funds. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the Sub-Funds.

In such event, each will at all times have regard to its obligations under any agreements to which it is party or by which it is bound in relation to the Fund or the Sub-Funds. In particular, but without limitation to its obligations to act in the best interests of the unitholders when undertaking any dealings or investments where conflicts of interest may arise, each will respectively endeavour to ensure that such conflicts are managed and minimised so far as reasonably practicable and that measures are adopted that seek to ensure such conflicts are resolved fairly and taking into account the interests of Unitholders of the relevant Sub-Fund as a whole.

The Fund and/or the Sub-Funds may enter into transactions with the Manager, the Investment Adviser, the investment sub-adviser (if applicable) and the Trustee or with any of their affiliates, or investing the assets of or reinvest the cash collateral received by the Sub-Funds in any investment products or funds managed, launched or offered by any of the above-mentioned entities, provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length and provided that the transactions comply with the requirements set out in the section headed "Transactions with Connected persons". Subject to the requirements under the "Transactions with Connected Persons" and "Cash rebates and soft commissions" sections, affiliates of the HSBC Group may also provide broking services to a Sub-Fund and/or to other funds including acting as counterparties for certain forward foreign exchange and financial futures contracts.

For example, The Hongkong and Shanghai Banking Corporation Limited may provide foreign exchange services to a Sub-Fund for which it receives a fee out of the property of such Sub-Fund. At the same time, The Hongkong and Shanghai Banking Corporation Limited or any of its Connected Persons may also act as financial adviser, banker, derivatives counterparty or otherwise provide services to the issuer of investments that such Sub-Fund may invest in; act in the same transaction as agent for more than one client; have a material interest in the issue of the investments of such Sub-Fund; or earn profits from or have a financial or business interest in any of these activities.

The Investment Adviser or any affiliates acting in a fiduciary capacity with respect to client accounts may recommend to or direct clients to buy and sell Units of the Sub-Funds. If a client defaults on its obligation to repay indebtedness to the HSBC Group that is secured by Units in the Fund, and the HSBC Group forecloses on such interest, the HSBC Group would become a Unitholder of the Fund. As a consequence, the HSBC Group and its affiliates could hold a relatively large proportion of Units and voting rights in the Fund and/or Sub-Fund.

The services of the Trustee provided to the Fund and the Sub-Funds are not deemed to be exclusive. The Trustee shall be free to render similar services to others so long as its services to the Fund and the Sub-Funds are not impaired thereby and to retain for its own use and benefit all fees and other moneys payable in relation to such services. Further, the Trustee shall not be deemed to be affected with notice of or to be under any duty to disclose to the Fund and the Sub-Funds any fact or thing which comes to the notice of the Trustee in the course of the Trustee rendering similar services to others or in the course of its business in any other capacity or in any manner, otherwise than in the course of carrying out its duties under the Trust Deed.

Termination of the Fund (or a Sub-Fund or Series therefore)

The Fund shall continue until it is terminated in one of the ways set out below.

The Fund may be terminated by the Trustee, if (a) within 6 months of the Manager leaving office, no new manager is appointed, (b) if the Manager goes into liquidation (c) if any law shall be passed which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund or (d) if the Trustee shall desire to retire and no new Trustee is appointed within six months of the Trustee giving notice of such desire.

The Fund may be terminated by the Manager if (a) any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the Fund, or (b) for any three-month period the aggregate net asset value of the Units outstanding shall be less than USD2 million or equivalent. A Sub-Fund may be terminated by the Manager when the net asset value of the Sub-Fund is less than US\$1 million or the equivalent in the currency in which the Sub-Fund is denominated.

Further, the Fund and the Sub-Funds may be terminated if authorized by the Unitholders through an Extraordinary Resolution.

At least three months' notice will be given to affected Unitholders prior to the termination of the Fund or any Sub-Fund.

Upon the termination of the Fund or a Sub-Fund, any unclaimed proceeds held by the Trustee may, at the expiration of six years from the date upon which the same were payable, be paid into the account of the Manager subject to the right of the Trustee to deduct therefrom any expenses it may incur in making such payment.

The Sub-Funds

List of available Sub-Funds

The Fund is an umbrella fund and currently offers units in the following Sub-Funds covered by this Explanatory Memorandum:

- HSBC Global Money Funds - Hong Kong Dollar Fund
- HSBC Global Money Funds - US Dollar Fund

Each Sub-Fund is a separate trust and has its own separate and distinct investment policy.

General Risk

Investors should consider the risks outlined in this section before investing in a Sub-Fund. Investors should note that the decision whether or not to invest remains with them. If investors have any doubt as to whether or not a Sub-Fund is suitable for them, they should obtain independent professional advice.

General market risks

The Sub-Funds' investment portfolio may fall in value due to any of the risk factors below and therefore your investment in the Sub-Funds may suffer losses. There is no guarantee of the repayment of principal. In particular, the value of investments may be affected by uncertainties such as international, political and economic developments or changes in government policies.

Risks associated with government or central banks' intervention

Changes in regulation or government policy leading to intervention in the currency and interest rate markets (e.g. restrictions on capital movements or changes to the way in which a national currency is supported such as currency de-pegging) may adversely affect some financial instruments and the performance of the Sub-Funds.

Risks of Money Market Funds

The purchase of the units of the Fund is not the same as placing funds on deposit with a bank or deposit taking company. The Manager has no obligation to redeem units at their offering value and the Fund and the sub-funds are not subject to the supervision of the Hong Kong Monetary Authority. Investors may not recoup the original amount invested in the Fund.

Risks associated with bank deposits

Bank deposits are subject to the credit risks of the relevant financial institutions. Each Sub-Fund's deposit may not be protected by any deposit protection schemes, or the value of the protection under the deposit protection schemes may not cover the full amount deposited by the relevant Sub-Fund. Therefore, if the relevant financial institution defaults, the relevant Sub-Fund may suffer losses as a result.

Debt securities risks

The principal factors that may affect the value of the Sub-Funds' securities holdings include: (i) changes in interest rates, (ii) the credit worthiness of the issuers of securities and (iii) unanticipated prepayment.

Credit rating risks

Credit ratings assigned by rating agencies are subject to limitations and do not guarantee the creditworthiness of the security and/or issuer at all times. The credit ratings assigned by credit rating agencies are a generally accepted barometer of credit risk of a fixed income security. They are, however, subject to certain limitations. For example, the rating of an issuer is heavily weighted by past developments and does not necessarily reflect probable future conditions. There is often a time lag in updating the credit ratings in response to recent credit events.

Credit risks

Investment in fixed income securities is subject to the credit and default risk of the issuers which may be unable or unwilling to make timely payments on principal and/or interest. On the other hand, the value of a Sub-Fund may be affected if any of the financial institutions with which the cash is invested or deposited suffers insolvency or other financial difficulties.

In the event that any issuer of such securities defaults, becomes insolvent or experiences financial or economic difficulties, the value of the securities will be adversely affected. A Sub-Fund may suffer losses in its investment in such securities. There is no certainty in the credit worthiness of issuers of debt securities. Unstable market conditions may mean there are increased instances of default amongst issuers. In case of default, a Sub-Fund may also encounter difficulties or delays in enforcing its rights against the issuers of securities as such issuers may be incorporated outside Hong Kong and subject to foreign laws.

The fixed income securities that a Sub-Fund invests in may be offered on an unsecured basis without collateral. In such circumstances, a Sub-Fund will rank equally with other unsecured creditors of the relevant issuer. As a result, if the issuer becomes bankrupt, proceeds obtained from the liquidation of the issuer's assets will be paid to holders of the fixed income securities only after all secured claims have been satisfied in full. A Sub-Fund is therefore fully exposed to the credit/insolvency risk of issuers as an unsecured creditor.

Downgrading risks

Debt securities may be subject to the risk of being downgraded (i.e. lowering of credit ratings assigned to the securities). In the event of downgrading in the credit ratings of a security or an issuer relating to a security, a Sub-Fund's investment value in such security may be adversely affected. The Manager may or may not be able to dispose of the securities that are being downgraded. The risks disclosed in the foregoing paragraph in relation to low rated debt securities will generally apply.

Volatility and liquidity risks

The debt instruments in which the Sub-Funds invest may not be listed on a stock exchange or a securities market where trading is conducted on a regular basis. The prices of securities traded in such markets may be subject to fluctuations. Even if the debt securities are listed, the market for such securities may be inactive and the trading volume may be low. In the absence of an active secondary market, the Sub-Funds may need to hold the debt securities until their maturity date. If sizeable redemption requests are received, the Sub-Funds may need to liquidate its investments at a substantial discount in order to satisfy such requests and the sub-funds may suffer losses in trading such securities. The price at which the debt securities are traded may be higher or lower than the initial subscription price due to many factors including the prevailing interest rates.

Further, the bid and offer spreads of the price of debt instruments in which the Sub-Funds invest may be high, and the Sub-Funds may therefore incur significant trading costs and may even suffer losses when selling such investments.

Interest rate risks

Change in interest rate may affect the value of a security held by a Sub-Fund. Generally, the prices of bonds and other fixed income securities rise when interest rates fall, and vice versa. Longer term fixed income securities are usually more sensitive to changes in interest rate changes and, therefore, are subject to a greater degree of market price volatility. To the extent that a Sub-Fund holds long-term fixed income securities, its net asset value will be subject to a greater degree of fluctuation than if it held fixed income securities of a shorter duration. Fluctuations in interest rates may cause a Sub-Fund to suffer a loss in its investments if it disposes of such fixed income securities before their maturity.

Concentration risks

The Sub-Funds' investments may be concentrated in short-term deposits and money market instruments (which are one kind of fixed income instruments and debt securities or instruments) denominated in the Sub-Funds' respective base currencies. The value of the Sub-Funds may be more volatile than that of a fund having a more diverse portfolio of investments.

Sovereign debt risks

The Sub-Funds' investment in securities issued or guaranteed by governments may be exposed to political, social and economic risks. In adverse situations, the sovereign issuers may not be able or willing to repay the principal and/or interest when due or may request the Sub-Funds to participate in restructuring such debts. The Sub-Funds may suffer significant losses when there is a default of sovereign debt issuers.

Counterparty and settlement risks

Counterparty risk occurs when a party to a contract fails to honour and defaults on its obligations thereunder. Sub-Funds which are party to these risks can incur considerable losses.

Settlement risk occurs when a transaction is not completed as duly agreed between the parties. This may be due to an error or omission in the necessary settlement, clearing or registration processes or due to the lack of creditworthiness of one of the parties to the transaction.

Over-the-counter markets risks

There are special risks associated with bonds, participation notes, structured products and other investments traded on over-the-counter (OTC) markets. In general, there is less governmental regulation and supervision of transactions in the OTC markets (in which many different kinds of financial derivatives instruments and structured products are generally traded) than of transactions entered into on organized exchanges. In addition, many of the protections afforded to participants on some organized exchanges, such as the performance guarantee of an exchange clearing house, may not be available in connection with transactions carried out on OTC markets. Therefore, a Sub-Fund entering into OTC transactions will be subject to the risk that its direct counterparty will not perform its obligations under the transactions and that a Sub-Fund will sustain losses. The relevant Sub-Fund will only enter into transactions with counterparties in accordance with the counterparty policy and may seek to reduce counterparty exposure through the receipt of collateral in accordance with the counterparty policy.

Regardless of the measures a Sub-Fund may seek to implement to reduce counterparty credit risk, however, there can be no assurance that a counterparty will not default or that a Sub-Fund will not sustain losses as a result.

Instruments traded on the OTC markets may be less liquid. From time to time, the counterparties with which a Sub-Fund effects transactions may cease making markets or quoting prices in certain instruments. In such instances, the Sub-Fund may be unable to enter into a desired transaction or to enter into an offsetting transaction with respect to an open position, which may adversely affect its performance.

Market and liquidity risks

Trading counterparties may from time to time refrain from making a market in a particular financial contract or instrument, with the result that those persons already holding such a contract or instrument are unable to liquidate their exposure. Such characteristics can lead to considerable losses being incurred by those exposed to such instruments.

Negative yield risks

Market conditions, including but not limited to a reduction in interest rates may have a material impact on the return of underlying investment of a Sub-Fund. Either the return of the Sub-Fund will be so low that following the deduction of the charges and expenses applicable to the Sub-Fund, or the return will already be a negative number before the charges and expenses have been deducted from the Sub-Fund. Such market conditions, together with any actions taken by financial institutions in response thereto (such as, for example, by way of reducing interest rates and therefore income payable on investments of a Sub-Fund), are outside the control of the Manager or Trustee.

The value of investments of the sub-funds may be affected by changing market conditions or other significant market events affecting valuation. For example, in the event of downgrading of an issuer, the value of the relevant debt securities may decline rapidly.

Prohibited securities risks

In accordance with the HSBC Group policy, the Fund and any of its sub-funds will not invest in the securities of companies that are involved directly and indirectly in the use, development, manufacturing, stockpiling, transfer or trade of cluster munitions and/or anti-personnel mines. As this policy aims to prohibit investment in certain types of securities, investors should be aware that this reduces the investment universe and prevents the Fund and any of its sub-funds from benefitting from any potential returns from these companies.

Custody risks

Assets of a Sub-Fund are safe kept by the custodian (which may be the Trustee or a Correspondent thereof) and Unitholders are exposed to the risk of the custodian not being able to fully meet its obligation to reconstitute in a short time frame all of the assets of the Fund in the case of bankruptcy of the custodian. The assets of a Sub-Fund will be identified in the custodian's books as belonging to such Sub-Fund. Securities held by the custodian will be segregated from other assets of the custodian which mitigates the risk of non-restitution in case of bankruptcy. However, no such segregation applies to cash deposited with a bank which increases the risk of non-restitution in case of bankruptcy.

Further, the custodian may (with the prior consent in writing of the Trustee) appoint local Correspondents for the purpose of safekeeping assets in relevant local markets. Unitholders are exposed to the risk of the local Correspondents not being able to fully meet their obligation to reconstitute in a short time frame all of the assets of a Sub-Fund in the case of bankruptcy of the local Correspondent. In extreme circumstances, as the retroactive application of legislation and fraud or improper registration of title, a Sub-Fund may even be unable to recover all of its assets and the Trustee and the custodian may not be liable to make good any such loss (further details on the liability of the Trustee and its Correspondents is set out in the sub-section headed "The Trustee and Registrar" of the "Manager, Trustee and the related service providers" section). This risk may be greater where a Sub-Fund invests in markets where custody and settlement systems and controls are not fully developed.

Tax risks

Investors should note that (i) the proceeds from the sale of securities in some markets or the receipt of any dividends or other income may be or may become subject to tax, levies, duties or other fees or charges imposed by the authorities in that market including taxation levied by withholding at source and/or (ii) a Sub-Fund's investments may be subject to specific taxes or charges imposed by authorities in some markets.

Investors should refer to the tax disclosures in the section headed "Taxation" for further details including details on tax provisions.

Cross-class liability risks

Multiple Series of Units may be issued in relation to a Sub-Fund of the Fund, with particular assets and liabilities of a Sub-Fund attributable to particular Series.

Where the liabilities of a particular Series exceed the assets pertaining to that Series, creditors pertaining to one Series may have recourse to the assets attributable to other Series. Although for the purposes of internal accounting, a separate account will be established for each Series, in the event of an insolvency or termination of a Sub-Fund (i.e., when the assets of a Sub-Fund are insufficient to meet its liabilities), all assets will be used to meet a Sub-Fund's liabilities, not just the amount standing to the credit of any individual Series. However, the assets of a Sub-Fund may not be used to satisfy the liabilities of another Sub-Fund.

Early termination risks

The Fund or any of its Sub-Funds may be liquidated on the occurrence of certain events as set out in the section headed "Termination of the Fund (or a Sub-Fund or Class thereof)" in this Explanatory Memorandum.

In the event of the early termination of a Sub-Fund, the Sub-Fund would have to distribute to the Unitholders their pro rata interest in the assets of the Sub-Fund. It is possible that at the time of such sale or distribution, certain investments held by the Sub-Fund may be worth less than the initial cost of such investments, resulting in a substantial loss to the Unitholders. Moreover, any organizational expenses with regard to the Units that had not yet become fully amortised would be debited against the Sub-Fund's capital at that time.

Performance risks

There is no guarantee that the investment objective of a Sub-Fund can be achieved. There is no express or implied assurance as to the likelihood of achieving the investment objective for a Sub-Fund.

There is no guarantee that in any time period, particularly in the short term, a Sub-Fund's portfolio will achieve appreciation in terms of income or capital growth. As a result, the price of Units may go down as well as up. Whilst the Manager intends to implement strategies designed to minimise potential losses, there can be no assurance that these strategies will be successful.

Past performance of a Sub-Fund does not indicate future performance. Investment in a Sub-Fund is not capital guaranteed.

A Sub-Fund's performance is subject to the risks associated with its investments and cash exposure including, among others, market, interest rate, currency, exchange rate, economic, credit, liquidity, counterparty, foreign securities and political risks.

General valuation risk

Valuation of the Sub-Funds' investments may involve uncertainties and judgmental determinations, and independent pricing information may not at all times be available. If such valuations should prove to be incorrect, the net asset value of the Sub-Funds may be adversely affected.

Counterparty risk occurs when a party to a contract fails to honour and defaults on its obligations thereunder. Sub-Funds which are party to these risks can incur considerable losses.

Amortised cost valuation method risk

The valuation of certain securities or instruments held by the Sub-Funds is based on the amortised cost valuation method as described in the section "Valuation and prices", regardless of the impact of fluctuating interest rates on the market value of the security or instrument. The accuracy of the amortised cost method of valuation can be lowered by changes in market interest rates and the credit standing of issuers of the Sub-Fund's investments. Sudden movements in interest rates or credit concerns may cause material deviations between the market value of an instrument and the value calculated using the amortised cost method of valuation. The use of amortised cost method of valuation may create opacity for investors regarding the actual net asset value of the assets held by the Sub-Funds. Whilst this method provides certainty in valuation, it may result in periods during which the value of the security, as determined by the amortised cost method of valuation, is higher or lower than the price the Sub-Fund would receive if the security was sold. During such periods, the daily fluctuation in value of the Units in the Sub-Funds may differ somewhat from an identical computation made by a fund with identical investments utilising available indications as to market value in order to value its portfolio securities. Where the value of a security as determined by the amortised cost method of valuation is higher than the market price of such security and an investor redeems at a redemption price calculated on the basis of such amortised cost value, the Sub-Fund may be left with a portfolio of assets whose value is much lower than the market price of the relevant securities. The remaining Unitholders may therefore be worse off.

Investor risks

The Manager may compulsorily redeem all or a portion of the Unitholder's Units in the Sub-Fund. Such compulsory redemption may create adverse tax and/or economic consequences to the Unitholder depending on the timing thereof. No person will have any obligation to reimburse any portion of an investor's losses upon termination of the Sub-Fund, compulsory redemption or otherwise.

Income Distribution

All interest and income arising is accumulated within each Sub-Fund and increases the value of the units held. No dividends are paid to unitholders.

Portfolio holding information

Information relating to a Sub-Fund's portfolio, at each month end, is available to Unitholders at an appropriate time after that month end. Unitholders should contact the Manager for such information. A small charge may be levied for the provision of this information.

The Series

Description of Series

Within each Sub-Fund of the Fund, multiple Series of Units may be issued.

As at the date of this Explanatory Memorandum, the following Series may be made available:

Series	Hong Kong Dollar Sub-Fund (HK\$)		US Dollar Sub-Fund (US\$)	
	Minimum Initial Subscription/ Minimum Holding	Subsequent Subscription/ Minimum Redemption/Minimum Switching	Minimum Initial Subscription/ Minimum Holding	Subsequent Subscription/ Minimum Redemption/Minimum Switching
A*	50,000	10,000	1,000	1,000
B	10,000	10,000	1,000	1,000
C	100,000	10,000	10,000	1,000
D	10,000,000	1,000,000	1,000,000	100,000
E	2,500,000,000	10,000,000	250,000,000	1,000,000
F	5,000,000,000	50,000,000	500,000,000	5,000,000
G	10,000,000,000	100,000,000	1,000,000,000	10,000,000
L [#]	Nil	Nil	Nil	Nil
Z [#]	Nil	Nil	Nil	Nil

* Currently, Series A Units are closed to new investors (subject to the Manager's discretion to allow any subscription by new investors). Investors with existing holdings in Series A Units may continue to make additional subscriptions in Series A Units.

[#] Units of Series L are available only to retirement schemes designated by the Manager. Units of Series Z are available to investors making investment through a discretionary management agreement entered into with an HSBC group entity and to investors selected by the Manager at their discretion.

SECTION B: INVESTMENT MANAGEMENT

Investment objective, policy and strategy

The Investment Objective, Policy and Strategy for each Sub-Fund is disclosed in the section “Appendix – Sub-Fund Details”.

Fund restrictions

1. Investment limitations

No holding of any security may be acquired for or added to a Sub-Fund which would be inconsistent with achieving the investment objective of the Sub-Fund or which would result in:-

- (a) the aggregate value of the Sub-Fund’s investments in, or exposure to, any single entity (other than Government and other public securities) through the following exceeding 10% of the latest available net asset value of the relevant Sub-Fund:

- (i) investments in securities issued by that entity;
- (ii) exposure to that entity through underlying assets of financial derivative instruments; and
- (iii) net counterparty exposure to that entity arising from transactions of OTC financial derivative instruments.

For the avoidance of doubt, restrictions and limitations on counterparty as set out in sub-paragraphs 1(a) and 1(b) of this section “Fund restrictions” will not apply to financial derivative instruments that are:

- (A) transacted on an exchange where the clearing house performs a central counterparty role; and
 - (B) marked-to-market daily in the valuation of their financial derivative instrument positions and subject to margining requirements at least on a daily basis.
- (b) subject to sub-paragraph 1(a) of this section “Fund restrictions”, the aggregate value of the Sub-Fund’s investments in, or exposure to, entities within the same group through the following exceeding 20% of the latest available net asset value of the relevant Sub-Fund:
 - (i) investments in securities issued by those entities;
 - (ii) exposure to those entities through underlying assets of financial derivative instruments; and
 - (iii) net counterparty exposure to those entities arising from transactions of OTC financial derivative instruments.

For the purposes of sub-paragraphs 1(b) and 1(c) of this section “Fund restrictions”, “entities within the same group” means entities which are included in the same group for the purposes of consolidated financial statements prepared in accordance with internationally recognized accounting standards.

- (c) the value of the Sub-Fund’s cash deposits made with the same entity or entities within the same group exceeding 20% of the latest available net asset value of the relevant Sub-Fund provided that the 20% limit may be exceeded in the following circumstances:
 - (i) cash held before the launch of the Sub-Fund and for a reasonable period thereafter prior to the initial subscription proceeds being fully invested; or
 - (ii) cash proceeds from liquidation of investments prior to the merger or termination of the Sub-Fund, whereby the placing of cash deposits with various financial institutions would not be in the best interests of investors; or
 - (iii) cash proceeds received from subscriptions pending investments and cash held for the settlement of redemption and other payment obligations, whereby the placing of cash deposits with various financial institutions be unduly burdensome and the cash deposits arrangement would not compromise investors’ interests.

For the purposes of this sub-paragraph 1(c), “cash deposits” generally refer to those that are repayable on demand or have the right to be withdrawn by the Sub-Fund and not referable to provision of property or services.

- (d) the Sub-Fund’s holding of any ordinary shares (when aggregated with all other Sub-Funds’ holdings of such ordinary shares) exceeding 10% of any ordinary shares issued by any single entity.
- (e) the value of the Sub-Fund's investment in securities and other financial products or instruments that are neither listed, quoted nor dealt in on a securities market, exceeding 15% of the latest available net asset value of such Sub-Fund. For the purpose of this sub-paragraph 1(e), “securities market” means any stock exchange, over-the-counter market or other organized securities market that is open to the international public and on which such securities are regularly traded or such other definition as provided in the Code.
- (f) the value of the Sub-Fund’s total holding of Government and other public securities of the same issue exceeding 30% of the latest available net asset value of such Sub-Fund (save that the Sub-Fund may invest all of its assets in Government and other public securities in at least six different issues). For the avoidance of doubt, Government and other public securities will be regarded as being of a different issue if, even though they are issued by the same person, they are issued on different terms whether as to repayment dates, interest rates, the identity of the guarantor, or otherwise.

(g)

- (i) the value of the Sub-Fund's investment in underlying funds which are non-eligible schemes (the list of “eligible schemes” is as specified by the SFC from time to time) and not authorized by the SFC in aggregate.
- (ii) exceeding 10% of its latest available net asset value; and
- (iii) the value of the Sub-Fund's investment in units or shares in each underlying funds which is either an eligible scheme (the list of “eligible schemes” is as specified by the SFC from time to time) or a scheme authorized by the SFC exceeding 30% of its latest available net asset value unless the underlying fund is authorized by the SFC, and the name and key investment information of the underlying fund are disclosed in this Explanatory Memorandum,

provided that:

- (A) no investment may be made in any underlying fund the investment objective of which is to invest primarily in any investment prohibited by Chapter 7 of the Code;
- (B) where an underlying fund’s objective is to invest primarily in investments restricted by Chapter 7 of the Code, such investments may not be in contravention of the relevant limitation. For the avoidance of doubt, a Sub-Fund may invest in underlying fund(s) authorized by the SFC under Chapter 8 of the Code (except for hedge funds under 8.7 of the Code), eligible scheme(s) of which the net derivative exposure does not exceed 100% of its total net asset value, and exchange traded funds satisfying the requirements in the Note under “Investment in other schemes” of Chapter 7 of the Code in compliance with sub-paragraphs 1(g)(i) and (ii) of this section “Fund restrictions”;
- (C) the underlying fund’s objective may not be to invest primarily in other collective investment scheme(s);
- (D) all initial charges and redemption charges on the underlying fund(s) must be waived if the underlying fund is managed by the Manager or its Connected Persons; and
- (E) the Manager or any person acting on behalf of the Sub-Fund or the Manager may not obtain a rebate on any fees or charges levied by an underlying fund or its management company, or any quantifiable monetary benefits in connection with investments in any underlying fund.

For the avoidance of doubt:

- (aa) unless otherwise provided under the Code, the diversification requirements under sub-paragraphs 1(a), (b), (d) and (e) of this section “Fund restrictions” do not apply to investments in underlying funds by a Sub-Fund;
- (bb) exchange traded funds are considered and treated as collective investment schemes for the purposes of and subject to the requirements in this sub-paragraph 1(g); and the investments by a Sub-Fund in exchange traded funds shall be subject to sub-paragraph 1(e) of this section “Fund restrictions”;

- (cc) where a Sub-Fund invests in index-based financial derivative instruments, the underlying assets of such financial derivative instruments are not required to be aggregated for the purposes of the investment restrictions or limitations set out in sub-paragraphs 1(a), (b), (c) and (f) of this section “Fund restrictions” provided that the index is in compliance with the requirements under 8.6(e) of the Code.

2. Investment prohibitions

The Manager shall not, unless otherwise specifically provided for in the Code, on behalf of any Sub-Fund:-

- (a) invest in physical commodities unless otherwise approved by the SFC on a case-by-case basis taking into account the liquidity of the physical commodities concerned and availability of sufficient and appropriate additional safeguards where necessary;
- (b) invest in any type of real estate (including buildings) or interests in real estate (including any options or rights but excluding shares in real estate companies and interests in REITs);
- (c) make short sales;
- (d) subject to sub-paragraph 1(e) of this section “Fund restrictions”, lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person. For the avoidance of doubt, Reverse Repurchase Transactions in compliance with the requirements as set out in the Code are not subject to the limitations in this sub-paragraph 2(d);
- (e) acquire any asset or engage in any transaction which involves the assumption of any liability by the relevant Sub-Fund which is unlimited. For the avoidance of doubt, the liability of Unitholders of a Sub-Fund is limited to their investments in that Sub-Fund;
- (f) invest in any security of any class in any company or body if any director or officer of the Manager individually owns more than 0.5%, or collectively they own more than 5%, of the total nominal amount of all the issued securities of that class;
- (g) invest in any security where a call is to be made for any sum unpaid on that security, unless the call could be met in full out of cash or near cash from the Sub-Fund’s portfolio whereby such amount of cash or near cash has not been segregated to cover a future or contingent commitment arising from transaction in financial derivative instruments.

3. Derivatives restrictions

The Sub-Funds will not use derivatives for any purposes.

4. Securities Financing Transactions restrictions

The Manager may enter into Securities Financing Transactions (including Securities Lending, Repurchase Transactions or Reverse Repurchase Transactions or similar OTC transactions) in respect of a Sub-Fund, but currently does not intend to do so. Prior approval will be obtained from the SFC and at least one month’s prior notice will be given to Unitholders if there is a change in such intention.

5. Money Market Funds

In the exercise of its investment powers in relation to a Sub-Fund which is a money market fund (“**Money Market Fund**”) authorised by the SFC under 8.2 of the Code, the Manager shall ensure that the core requirements as set out in paragraphs 1, 2 and 6 of this section “Fund restrictions” shall apply with the following modifications, exemptions or additional requirements:-

- (a) subject to the provisions set out below, a Money Market Fund may only invest in short-term deposits and high quality money market instruments (i.e. securities normally dealt in on the money markets including government bills, certificates of deposit, commercial papers, short-term notes, bankers’ acceptances, asset-backed securities such as asset-backed commercial papers), and money market funds that are authorised by the SFC under Chapter 8.2 of the Code or regulated in a manner generally comparable with the requirements of the SFC and acceptable to the SFC;
- (b) a Money Market Fund shall maintain a portfolio with weighted average maturity not exceeding 60 days and a weighted average life not exceeding 120 days and must not purchase an instrument with a remaining maturity of more than 397 days (or two years in the case of Government and other public securities). For the purposes herein;

- (i) “**weighted average maturity**” is a measure of the average length of time to maturity of all the underlying securities in a Money Market Fund weighted to reflect the relative holdings in each instrument; and is used to measure the sensitivity of the Money Market Fund to changing money market interest rates; and
 - (ii) “**weighted average life**” is the weighted average of the remaining life of each security held in a Money Market Fund; and is used to measure the credit risk, as well as the liquidity risk,
 - (iii) provided that the use of interest rate resets in variable-notes or variable-rate notes generally should not be permitted to shorten the maturity of a security for the purpose of calculating weighted average life, but may be permitted for the purpose of calculating weighted average maturity;
- (c) notwithstanding sub-paragraphs 1(a) and 1(c) of this section “Fund restrictions”, the aggregate value of a Money Market Fund's holding of instruments issued by a single entity, together with any deposits held with that same issuer may not exceed 10% of the latest available net asset value of such Money Market Fund except:-
- (i) the value of a Money Market Fund's holding of instruments and deposits issued by a single entity may be increased to 25% of the latest available net asset value of such Money Market Fund if the entity is a Substantial Financial Institution, provided that the total value of such holding does not exceed 10% of the entity's share capital and non-distributable capital reserves; or
 - (ii) up to 30% of a Money Market Fund's latest available net asset value may be invested in Government and other public securities of the same issue; or
 - (iii) in respect of any deposit of less than US\$1,000,000 or its equivalent in the Base Currency of the relevant Money Market Fund where such Money Market Fund cannot otherwise diversify as a result of its size;
- (d) notwithstanding sub-paragraphs 1(b) and 1(c) of this section “Fund restrictions”, the aggregate value of a Money Market Fund's investments in entities within the same group through instruments and deposits may not exceed 20% of its latest available net asset value provided that:
- (i) the aforesaid limit will not apply in respect of cash deposit of less than US\$ 1,000,000 or its equivalent in the Base Currency of such Money Market Fund, where it cannot otherwise diversify as a result of its size;
 - (ii) (where the entity is a Substantial Financial Institution and the total amount does not exceed 10% of the entity's share capital and non-distributable capital reserves, the limit may be increased to 25%;
- (e) the value of a Money Market Fund's holding of money market funds that are authorised under Chapter 8.2 of the Code or regulated in a manner generally comparable with the requirements of the SFC and acceptable to the SFC may not in aggregate exceed 10% of its latest available net asset value;
- (f) the value of a Money Market Fund's holding of investments in the form of asset-backed securities may not exceed 15% of its latest available net asset value;
- (g) the currency risk of an Money Market Fund should be appropriately managed and any material currency risk that arises from investments of the Money Market Fund that are not denominated in its Base Currency shall be appropriately hedged;
- (h) a Money Market Fund must hold at least 7.5% of its latest available net asset value in daily liquid assets and at least 15% of its latest available net asset value in weekly liquid assets. For the purposes herein:
- (i) daily liquid assets refers to (i) cash; (ii) instruments or securities convertible into cash (whether by maturity or through exercise of a demand feature) within one Business Day; and (iii) amount receivable and due unconditionally within one Business Day on pending sales of portfolio securities;
 - (ii) weekly liquid assets refers to (i) cash; (ii) instruments or securities convertible into cash (whether by maturity or through exercise of a demand feature) within five Business Days; and (iii) amount receivable and due unconditionally within five Business Days on pending sales of portfolio securities; and
 - (iii) in addition, the Manager shall carry out periodic stress testing to monitor the Money Market Fund's liquidity.

6. Borrowing and leverage restrictions

The expected maximum level of leverage of each Sub-Fund is as follows:

a) Cash borrowing

No borrowing shall be made in respect of a Sub-Fund which would result in the principal amount for the time being of all borrowings made pursuant to the Trust Deed for the account of the relevant Sub-Fund exceeding an amount equal to 10% of the net asset value of the relevant Sub-Fund provided always that back-to-back loans do not count as borrowing. For the avoidance of doubt, Securities Lending transactions and Repurchase Transactions in compliance with the requirements as set out in the Code are not borrowings for the purpose of, and are not subject to the limitations in this paragraph. Notwithstanding the above, a Money Market Fund may borrow only on a temporary basis for the purposes of meeting redemption requests or defraying operating expenses.

The Trustee shall be entitled on the instruction of the Manager to charge or pledge in any manner all or any part of a Sub-Fund for the purposes of securing any borrowing and interest and expenses thereof.

b) Leverage from the use of financial derivative instruments

The Sub-Funds will not use derivatives for any purposes.

7. Breaches

In the event that any of the above restrictions is breached, the Manager shall as a priority objective take all steps as may be necessary to remedy such breach within a reasonable period of time, taking due account of the interests of Unitholders.

Liquidity risk management

The Manager have established a liquidity risk management policy with the aim to enable them to identify, monitor, manage and mitigate the liquidity risks of the Sub-Funds and to ensure that the liquidity profile of the investments of each Sub-Fund will facilitate compliance with the Sub-Fund's obligation to meet redemption requests. Such policy, combined with the governance framework in place and the liquidity management tools of the Manager, also seeks to achieve fair treatment of unitholders and safeguard the interests of remaining or existing unitholders in case of sizeable redemptions or subscriptions.

The Manager's liquidity risk management policy takes into account the investment strategy; the dealing frequency; the underlying assets' liquidity (and whether they are priced at fair value); and the ability to enforce redemption limitations of the Sub-funds.

The liquidity risk management policy involves monitoring the profile of investments held by the Sub-Fund on an on-going basis with the aim to ensure that such investments are appropriate to the redemption policy as stated under the section headed "Redemption of Units", and will facilitate compliance with each Sub-Fund's obligation to meet redemption requests. Further, the liquidity management policy includes details on periodic stress testing carried out by the Manager to manage the liquidity risk of each Sub-Fund in times of exceptional market conditions.

The Manager's risk management function is independent from the investment portfolio management function and is responsible for performing monitoring of each Sub-Fund's liquidity risk in accordance with the Manager's liquidity risk management policy. Exceptions on liquidity risk related issues are escalated to the Manager's Risk Management Committee with appropriate actions properly documented.

The Manager may employ one or more tools to manage liquidity risks including, but not limited to:

- the Manager may limit the number of Units of the relevant Sub-Fund which unitholders are entitled to redeemed on any Dealing Day to 10% of the net asset value of a Sub-Fund (subject to the conditions under the heading entitled "Suspension and Deferral of Redemption");
- The Manager may at any time suspend, with the prior approval of the Trustee, the redemption of Units and/or delay the payment of redemption proceeds during any period in which the determination of the net asset value of a Sub-Fund is suspended.

Transactions with Connected Persons

All transactions carried out by or on behalf of the Fund or a Sub-Fund must be executed at arm's length and in the best interest of the Unitholders of the relevant Sub-Fund. In particular, any transactions between a Sub-Fund and the Manager, the Investment Adviser, the Sub-Investment Adviser (if applicable) or any of their Connected Persons as principal may only be made with the prior written consent of the Trustee. All such transactions will be disclosed in the annual and semi-annual report and accounts of the Fund and/or the relevant Sub-Fund. In transacting with brokers or dealers connected to the Manager, the Investment Adviser, the Sub-Investment Adviser (if applicable) or any of their Connected Persons, the Manager must ensure that:

- such transactions are on arm's length terms;
- it uses due care in the selection of such brokers or dealers and ensures that they are suitably qualified in the circumstances;
- transaction execution must be consistent with applicable best execution standards;
- the fee or commission paid to any such broker or dealer in respect of a transaction must not be greater than that which is payable at the prevailing market rate for a transaction of that size and nature;
- it monitors such transactions to ensure compliance with its obligations; and
- the nature of such transactions and the total commissions and other quantifiable benefits received by such broker or dealer shall be disclosed in the annual and semi-annual report and accounts of the Fund and/or the relevant Sub-Fund.

Cash rebates and soft commissions

A Sub-Fund will generally pay brokerage at customary institutional full service brokerage rates. Transactions of a Sub-Fund may be entered into through Connected Persons of the Manager. The Manager and its Connected Persons will not receive cash or other rebates from brokers or dealers in respect of transactions from a Sub-Fund.

The Manager may enter into soft commission arrangements for the provision to the Manager or Connected Persons of goods and services which are of demonstrable benefit to the Unitholders provided that (i) the brokerage rates do not exceed customary institutional full service brokerage rates and the execution of transactions for a Sub-Fund is consistent with best execution standards, (ii) periodic disclosure is made in the annual report of the Fund or the relevant Sub-Fund in the form of a statement describing the soft dollar policies and practices of the Manager, including a description of goods and services received by it, and (iii) the availability of soft dollar arrangements is not the sole or primary purpose to perform or arrange transaction with such broker or dealer.

For the avoidance of doubt (and without prejudice to the generality of the foregoing) the following goods and services may be considered as of such benefit to Unitholders: research and advisory services; economic and political analysis; portfolio analysis (including valuation and performance measurement); market analysis, data and quotation services; computer hardware and software incidental to the above goods and services; clearing and custodian services; and investment-related publications.

SECTION C: INVESTING IN A SUB-FUND

Valuation and prices

Valuation policy of Sub-Funds

Valuation policy for the Sub-Funds are summarized as follows:

- (a) The assets below are valued by the amortisation cost accounting method:
 - (i) deposits shall be valued at their principal amount plus accrued interest from the date of acquisition;
 - (ii) certificates of deposit acquired at their nominal value shall be valued at cost plus accrued interest from the date of their acquisition on the nominal value at the coupon rate;
 - (iii) certificates of deposit acquired at a discount or premium on the sum of the nominal value and accrued interest at the date of acquisition shall be valued at their cost plus accrued interest from the date of acquisition on the nominal value at the coupon rate and adjusted by an amount equal to the discount or premium at which they were acquired divided by the number of days unexpired at the date of acquisition and multiplied by the number of days elapsed from the date of acquisition to the date as of which the assets are being valued;
 - (iv) Treasury Bills and bills of exchange shall be valued at their cost, plus accrued interest calculated by dividing the discount (if any) at which they were acquired by the number of days unexpired at the date of acquisition and multiplied by the number of days elapsed from the date of acquisition to the date as of which the assets are being valued;

Notwithstanding the above, debt investments with remaining maturity exceeding 90 days shall be priced at fair value in accordance with (b) and (c) below.

- (b) subject to (a) above, investments for which prices are quoted on a securities market shall be valued at the latest traded price for the relevant investment or such amount of the relevant investment as in the opinion of the Manager gives a fair criterion on the relevant Securities Market and if the investment is traded on more than one Securities Market, on the Securities Market which in the opinion of the Manager is the principal Securities Market for such investment;
- (c) if the latest traded price of any investment required by (b) above is not available, the investment shall be valued at the mean of the latest available bid price and offered price for the investment or such amount thereof as in the opinion of the Manager gives a fair criterion at the relevant time and on the relevant Securities Market and, if the investment is traded on more than one Securities Market, on the Securities Market which in the opinion of the Manager is the principal Securities Market for such investment.

Amortised cost method of valuation

Certain types of investments are valued using amortised cost valuation method as described in point (a) under the sub-section “Valuation policy of Sub-Funds” above. Where an amortised cost valuation method is utilised, the Manager will generally carry out a daily review of the difference between the market value of the debt instruments and the amortised cost value of the debt instruments. Escalation procedures have been put in place by the Manager to review the discrepancies between (a) the market value of the instruments and the amortised cost value of the instruments, and (b) the market value of portfolio and the amortised cost value of the portfolio of a Sub-Fund. When the discrepancy at the portfolio level of a Sub-Fund exceeds 0.10% of the Sub-Fund’s total net asset value, it will be escalated to the authorized internal parties who may take corrective action, including reducing the discrepancy to below 0.1%, after taking into account the best interest of the Sub-Fund’s investors.

The Manager will monitor the use of the amortised cost method of valuation in order to ensure that this method continues to be in the best interests of the Unitholders and to provide a fair valuation of the investments of the Sub-Fund. There may be periods during which the stated value of an instrument determined under the amortised cost method of valuation is higher or lower than the price which the Sub-Fund would receive if the instrument were sold, and the accuracy of the amortised cost method of valuation can be affected by changes in interest rates and the credit standing of issuers of the Sub-Fund’s investments.

Measures in place to meet redemption request

To reduce the probability of having to sell the Sub-Funds’ assets prior to their maturity for the purpose of meeting redemption requests, the Manager:

- (a) constructs the portfolios of the Sub-Funds with investments of various span of maturity periods such as daily, weekly, one month which provides the Sub-Funds with the cash required for daily redemption need through natural maturity;
- (b) may limit the holding of each investor at a maximum of 10% of the Sub-Fund's total net asset value (or other level as the Manager may determine from time to time) to avoid concentration risk;
- (c) may limit the daily redemption to 10% of the property of a Sub-Fund (subject to the conditions under the heading entitled "Suspension and Deferral of Redemption").

The Manager endeavours to manage the daily available cash to meet the daily redemption need so as to reduce the probability of materialising the discrepancy between the market price and the amortized value of the securities, but there is no assurance that this can be fully achieved.

Fair Value Adjustments

The value of any investment or deposit which may not be determined in accordance with the Trust Deed whether because the relevant prices are not generally available on a market or not available on a particular valuation date or where the Manager considers the method of valuation inappropriate, shall be adjusted by the Manager or valued by using other method of valuation permitted by the Manager if such adjustment is required to reflect the fair value provided that such adjustment may only be made after consultation with the Trustee and the auditors.

Unit prices

The net asset value of a Series of Units of a Sub-Fund as at any Valuation Point shall be determined as follows:

- (a) by calculating the net asset value of the Sub-Fund as at that time excluding any assets or liabilities which are specifically attributable to any particular Series of Units related to such Sub-Fund;
- (b) by apportioning the resulting amount between the Series of Units related to such Sub-Fund by reference to the respective net asset values of each such Series immediately prior to the relevant Valuation Point; and
- (c) by deducting the liabilities and adding any assets specifically attributable to the relevant Series of Units.

The net asset value of a Series will be calculated in the Base Currency of the Sub-Fund.

The Issue Price/ Redemption Price of each Series of Units for any relevant Dealing Day will be determined by dividing the net asset value of such Series of Units as at the Valuation Point relating to that Dealing Day by the number of Units of such Series then in issue. The resulting amount of the Issue Price/Redemption Price will be rounded to 4 decimal places. The current rounding method is half-adjusted (ie, if the price is 1.25624, it should be rounded to 1.2562; if the price is 1.25625, it should be rounded to 1.2563. Surplus of any rounding of the fund prices arising from subscription/redemption will be retained by the relevant Class or Series. Shortfall of any rounding of the fund prices from subscription/redemption will be absorbed by the relevant Class or Series. The Manager may change the rounding method as it thinks fit.

Publication of Prices

The prices of Series A Units and Series C Units will be published daily on the website www.assetmanagement.hsbc.com/hk². Please note that this website has not been reviewed by the SFC. Current prices of all Series are obtainable on request from the Manager.

Suspension of calculation of net asset value

With the consent of the Trustee, the Manager may at any time suspend the rights of Unitholders of any Sub-Fund to redeem Units (and the issue of Units will also be suspended) in the event of the following circumstances:

- (a) when dealing on any market in which the Sub-Funds are materially invested is restricted or suspended; or
- (b) when the making or uplifting of investments or deposits of the Sub-Funds cannot be effected normally, or without seriously prejudicing the interests of Unitholders; or
- (c) in the event of a breakdown in the normal methods of communication used to determine valuations of the assets of the Sub-Funds or part thereof, or if the amount of any significant liability cannot be ascertained promptly or accurately; or

- (d) when the disposal of any of the Sub-Funds' assets or transfers to or from the Fund cannot be effected at normal prices or rates of exchange.

Such suspension shall take effect forthwith upon the declaration thereof and thereafter there shall be no determination of the net asset value of a Sub-Fund until the Manager shall declare the suspension at an end, except that the suspension shall terminate in any event on the day following the first Business Day on which (i) the condition giving rise to the suspension shall have ceased to exist and (ii) no other condition under which suspension is authorised shall exist.

Whenever the Manager declares such a suspension it shall immediately after any such declaration notify the SFC of the suspension and immediately and at least once a month during the period of such suspension, publish a notice on the Manager's website www.assetmanagement.hsbc.com/hk³ and/or notify Unitholders and all those (whether Unitholders or not) whose applications to subscribe for or redeem Units shall have been affected by such suspension stating that such declaration has been made.

No Units in an affected Sub-Fund may be created, issued or redeemed during such a period of suspension.

Prevention of Market Timing and other Unitholder Protection Mechanisms

The Fund and its Sub-Funds do not knowingly allow investments which are associated with market timing practices as such practices may adversely affect the interests of all unitholders.

In general, market timing refers to the investment behaviour of an individual or company or a group of individuals or companies buying, selling or exchanging shares or other securities on the basis of predetermined market indicators by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the net asset value. Market timers may also include individuals or groups of individuals whose securities transactions seem to follow a timing pattern or are characterised by frequent or large exchanges. Market timers may disrupt the sub-funds' investment strategies, may increase expenses and may adversely affect investment returns for all unitholders.

Accordingly, the Manager reserve the right to reject any application for switching and/or subscription of units from investors whom the former considers market timers.

Unit dealing

Subscriptions

Units may be purchased at the dealing price of each Series of Units in the relevant Sub-Fund on the Dealing Day on which cleared funds in the currency of the Sub-Fund and the application form are received by the Manager.

In order for subscription applications to be dealt with, the relevant subscription application must be received in a manner satisfactory to the Manager or the Trustee and in accordance with the application and payment procedures set out below.

Applications for units may be made by such means (including electronic means) with the required information and supporting documents as from time to time determined by the Manager and/or the Trustee. Investors should be reminded that if they choose to send application forms by facsimile or other electronic means, they bear their own risk of the forms being illegible or not being received. Investors should therefore for their own benefit confirm with the Manager the receipt of the forms. Neither the Manager nor the Trustee shall be responsible to a Unitholder or an investor for any loss resulting from non-receipt or illegibility of any orders sent by facsimile or other electronic means, or for any loss caused in respect of any action taken as a consequence of such application believed in good faith to have originated from properly authorised persons. This is notwithstanding the fact that a transmission report produced by the originator of such transmission discloses that such transmission was sent.

² Please note that this website has not been reviewed by the SFC.

³ Please note that this website has not been reviewed by the SFC.

The minimum value of Units of any Series of any Sub-Fund that a Unitholder may apply for at initial investment must meet or exceed the minimum holding as detailed under the “Description of Series” section. Any subsequent subscription to the same Series of Units by the Unitholder must meet or exceed the minimum subsequent subscription as detailed under the “Description of Series” section. The Manager may in its discretion agree to accept a lesser amount from time to time than either the minimum holding or minimum subsequent subscription, whether generally or in a particular case.

The Manager shall have absolute discretion to accept or reject in whole or in part any application for Units. No interest will accrue on subscription monies received. If an application is rejected by the Manager, the subscription monies will be refunded to the applicant without interest by telegraphic transfer to the bank account from which the moneys originated at the risk and expense of the applicants or in such other manner as the Manager may from time to time determine.

Each applicant whose application is accepted will be sent a contract note confirming details of the purchase of Units.

All holdings will be in registered form and certificates for units are not usually issued unless a specific request is received in writing. Evidence of title will be the entry on the Register of Unitholders. Unitholders should therefore be aware of the importance of ensuring that the Manager is informed of any change to the registered details.

A maximum of 4 persons may be registered as joint Unitholders.

All subscription applications must be signed by Unitholders except for those sent via electronic means, as determined by the Manager and/or the Trustee.

Cut-off

For the Hong Kong Dollar Sub-Fund:

Subscription applications should be made on, and in accordance with the instructions on the application form and be received by the Manager or the Trustee by 11 a.m. (Hong Kong time) on a Dealing Day (or such other time as the Manager may from time to time determine) if they are to be dealt on that Dealing Day. Subscription applications received after that time will be dealt with on the next Dealing Day.

For the US Dollar Sub-Fund:

Subscription applications should be made on, and in accordance with the instructions on the application form and be received by the Manager or the Trustee by 4 p.m. (Hong Kong time) on a Dealing Day (or such other time as the Manager may from time to time determine) if they are to be dealt on that Dealing Day. Subscription applications received after that time will be dealt with on the next Dealing Day.

Subscription applications may also be sent through distributors appointed specifically for the purpose of distributing the Sub-Funds. Different distributors may have different cut-off times and investors should contact such distributors for details.

Price

Units of a Series will be issued at the Issue Price on the applicable Dealing Day, as calculated in the manner set out in the section headed “Unit prices” above.

Investors will pay the Issue Price of such Units on the applicable Dealing Day. An initial charge may be charged when issuing Units. Further details of the initial charge are given in the section headed “Charges and expenses”.

Settlement

Units will not be issued in any sub-fund until cleared funds have been received. In general, cleared funds must be received by the Dealing Deadline for receiving applications. Where cleared funds are received after such deadline, the relevant application normally will be carried over to the next Dealing Day.

Subscription monies should typically be paid in the Series Currency of the Series of Units being subscribed for. Unless otherwise specified in this Explanatory Memorandum, subscription monies may be accepted in currencies other than the Series Currency. Such subscription monies will be converted into the Series Currency and all bank charges and other conversion costs will be deducted from the application moneys prior to investment in Units. Currency conversion will be subject to availability of the currency concerned. Such currency conversion will be effected on a timely basis by the Trustee upon receipt of subscription monies. The Manager, the Trustee or their respective delegates will not be liable to any Unitholder for any loss suffered by such Unitholder arising from the said currency conversion.

All application moneys must originate from an account held in the name of the subscriber. No third party payments shall be accepted.

All payments can be paid either by direct transfer or telegraphic transfer to the relevant accounts as set out in the application form. It should be noted that there may be delay in receipt of cleared funds if payment is made by cheques/banker's draft (if applicable) compared to payment by telegraphic transfer. Any costs of transfer of application monies to the Sub-Fund will be payable by the applicant.

No money should be paid to any intermediary in Hong Kong who is not licensed or registered to carry on Type 1 regulated activity under Part V of the Securities and Futures Ordinance.

Redemptions

Redemption notices will be dealt with on each Dealing Day.

In order for redemption notices to be dealt with, the relevant redemption notice form (available from the Manager) must be received in a manner satisfactory to the Manager or the Trustee and in accordance with the redemption procedures set out below.

A redemption request may be made by such means (including electronic means) with the required information and supporting documents as from time to time determined by the Manager and/or the Trustee. Investors should be reminded that if they choose to send redemption forms by facsimile or other electronic means, they bear their own risk of the redemption forms being illegible or not being received. Investors should therefore for their own benefit confirm with the Manager the receipt of the redemption forms. Neither the Manager nor the Trustee shall be responsible to a Unitholder or an investor for any loss resulting from non-receipt or illegibility of any orders sent by facsimile or other electronic means, or for any loss caused in respect of any action taken as a consequence of such application believed in good faith to have originated from properly authorised persons. This is notwithstanding the fact that a transmission report produced by the originator of such transmission discloses that such transmission was sent.

The minimum value of Units of any Series of any Sub-Fund that a Unitholder may request a partial redemption must meet or exceed the minimum partial redemption (as detailed under the "Description of Series" section). The Manager may in its discretion agree to redeem a lesser amount from time to time than the minimum partial redemption, whether generally or in a particular case.

If a request for redemption will result in a Unitholder holding Units of a Series less than the minimum holding amount for that Series (as detailed under the "Description of Series" section), the Manager may refuse to accept such redemption request.

All redemption notices must be signed by Unitholders except for those sent via electronic means, as determined by the Manager and/or the Trustee.

Cut-off

For the Hong Kong Dollar Sub-Fund:

Redemption notices should be made on, and in accordance with the instructions on the redemption notice form and be received by the Manager or the Trustee by 11 a.m. (Hong Kong time) on a Dealing Day (or such other time as the Manager may from time to time determine) if they are to be dealt on that Dealing Day. Redemption applications received after that time will be dealt with on the next Dealing Day.

For the US Dollar Sub-Fund:

Redemption notices should be made on, and in accordance with the instructions on the redemption notice form and be received by the Manager or the Trustee by 4 p.m. (Hong Kong time) on a Dealing Day (or such other time as the Manager may from time to time determine) if they are to be dealt on that Dealing Day. Redemption applications received after that time will be dealt with on the next Dealing Day.

Redemption notices may also be sent through distributors appointed specifically for the purpose of distributing the Sub-Funds. Different distributors may have different cut-off times and investors should contact such distributors for details.

Price

Units of a Series will be redeemed at the Redemption Price on the applicable Dealing Day, as calculated in the manner set out in the section headed “Unit prices” above.

There is currently no redemption charge.

Settlement

Redemption proceeds will not be paid to any redeeming Unitholder until (a) the written redemption request has been received by the Manager or Trustee, (b) the signature of the Unitholder (or each joint Unitholder) has been verified to the satisfaction of the Trustee and (c) receipt of all required documents by the Trustee for the purpose of verification of identity and the source of funds. Redemption proceeds will be paid to the registered Unitholder requesting such redemption only and will not be paid to third parties. Please also see the section headed “Anti-money laundering regulations”.

Redemption monies are normally remitted by bank transfer or telegraphic transfer or in such other manner as may be agreed by the Manager within 7 Business Days after the relevant Dealing Day upon receipt of all properly completed documentation. In any event, the maximum interval between the receipt of a properly documented request for redemption and the payment of the redemption money may not exceed 28 days.

Redemption proceeds will be paid in the Series Currency of the Series of Units being redeemed. Subject to the agreement of the Trustee or the Manager and to applicable limits on foreign exchange, arrangements can be made for Unitholders who wish to redeem their Units to receive payment in other major currencies. The cost of currency conversion where payment is to be other than in the Series Currency of the Units redeemed will be payable by the Unitholder and will be deducted from the redemption proceeds to be paid to the Unitholder.

A request for redemption once given cannot be revoked without the consent of the Manager.

When dealing through an intermediary for any redemption requests, investors also need to follow the terms of the intermediary in addition to those stated in this Explanatory Memorandum.

Restrictions on redemptions

The Manager may suspend, with the prior approval of the Trustee, the redemption of Units and/or delay the payment of redemption proceeds during any period in which the determination of the net asset value of the Sub-Fund is suspended (for details see the section headed “Suspension of calculation of net asset value”).

With a view to protecting the interests of Unitholders, the Manager is entitled, to limit the number of Units redeemed on any Dealing Day to 10% of the total net asset value of the relevant Sub-Fund. In this event, the limitation will apply pro rata so that all Unitholders wishing to redeem their Units on that Dealing Day will redeem the same proportion of such Units and Units not redeemed (but which would otherwise have been redeemed) will be carried forward for redemption, subject to the same limitation, on the next Dealing Day. Any part of a redemption request to which effect is not given by reason of the exercise of this power will be treated as if the request had been made with priority in respect of the next Dealing Day and all following Dealing Days (in relation to which the Manager have the same power) until the original request has been satisfied in full.

Compulsory redemption

The Manager may impose such restrictions as it may think necessary or desirable for the purpose of ensuring that no Units are acquired or held directly, indirectly or beneficially by any person or persons (each a “**Restricted Person**”):

- i) who is an “Ineligible Investor” (i.e. any person, corporation, or other entity to whom Units of the Fund may not be offered or sold, as disclosed under the section “Important Information”);
- ii) in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to be relevant) which might result in the Manager, the Trustee, the Fund, a Sub-Fund or any Class of Units incurring or suffering any liability to taxation or suffering any other potential or actual pecuniary disadvantage or would subject the Manager, the Trustee, the Fund, a Sub-Fund or any Series of Units to any additional regulation which they or any of them might not otherwise have incurred or suffered or been subject to; or

iii) in breach of any applicable law or applicable requirements of any country/region or governmental authority.

If it comes to the notice of the Manager that Units are owned directly or beneficially by any Restricted Person, the Manager with the approval of the Trustee may give a request for the transfer or the redemption of such Units. If the request is not complied with, the Manager or the Trustee may require the Units held to be compulsorily redeemed in accordance with the provisions of the Trust Deed. The Manager shall observe relevant legal requirements (as applicable) and shall act in good faith and on reasonable grounds in exercising such power of compulsory redemption.

Switching Units

One of the most attractive features of the Fund is the facility to switch units between the various Sub-Funds under the umbrella as frequently as required. There is no charge for switching. Switching is subject to limitations as the Manager may from time to time impose.

Investors should note that in switching, subject to the Dealing Deadline of different Sub-Funds and the time required to transfer the switching money between different Sub-Funds in cleared funds, the day on which the investments are switched into the new Sub-Fund may be later than the day on which the investments in the old Sub-Fund are switched out or the day on which the switching instruction are given. Investors should be reminded that if they choose to send the instruction by facsimile or other electronic means, they bear their own risk of the forms being illegible or not being received. Investors should therefore for their own benefit confirm with the Manager the receipt of the instruction. Neither the Manager nor the Trustee/ shall be responsible to a Unitholder or an investor for any loss resulting from non-receipt or illegibility of any orders sent by facsimile or other electronic means or for any loss caused in respect of any action taken as a consequence of such request believed in good faith to have originated from properly authorised persons. This is notwithstanding the fact that a transmission report produced by the originator of such transmission discloses or records from any systems used by the investors that such transmission was sent.

If a certificate has been issued, it should be returned to the Manager when the instructions to switch are given. If not returned, the conversion will be effected but the Registrar will not issue a certificate in respect of the new Units or balance of Units on a switch, or part only of a holding. If the new Units are redeemed prior to a certificate being returned, the proceeds of redemption will not be paid out until the certificate is returned.

The minimum amount allowed to be switched is stated in the section headed "Description of Series" above, provided that the balance of holdings of the relevant Series in both the new and the old Sub-Funds are not less than the minimum holding requirement of the relevant Series of the Sub-Funds.

Redemption instructions given by joint Unitholders also apply to switching instructions.

Certain Series of Units are only available to investors and intermediaries selected by the Manager of the Fund at its discretion. Subscribers should contact the relevant intermediary or the Manager before making an application for switching. When dealing through an intermediary, investors also need to follow the terms of the intermediary in addition to those stated in this Explanatory Memorandum.

Unitholders have the right (subject to any suspension in the determination of the net asset value of a Sub-Fund) to switch all or part of their Units of a certain Series of a Sub-Fund into Units of any other Series (whether in the same Sub-Fund or another Sub-Fund) by giving notice to the Manager or the Trustee in writing or through such other means (including electronic means) as determined by the Manager and/or the Trustee, provided that such Series of a Sub-Fund or other Sub-Fund is open for new subscription and available for switching).

Switching is subject to limitations as the Manager may from time to time impose (including but not limited to the minimum holding requirement and investor eligibility requirement of the relevant Series of the Sub-Fund as detailed under the "Description of Series" section). No switching will be made if as a result thereof a Unitholder would hold less than the minimum holding requirement. Subscribers should contact the relevant intermediary or the Manager before making an application for switching. When dealing through an intermediary, investors also need to follow the terms of the intermediary.

Unitholders should be reminded that if they choose to send the notices by facsimile or other electronic means, they bear their own risk of the notices being illegible or not being received. Unitholders should therefore for their own benefit confirm with the Manager the receipt of the notices. Neither the Manager nor the Trustee shall be responsible to a Unitholder or an investor for any loss resulting from non-receipt or illegibility of any notices sent by facsimile or other electronic means, or for any loss caused in respect of any action taken as a consequence of such application believed in good faith to have originated from properly authorised persons. This is notwithstanding the fact that a transmission report produced by the originator of such transmission discloses that such transmission was sent.

All switching notices must be signed by Unitholders except for those sent via electronic means, as determined by the Manager and/or the Trustee.

Cut-off

For the Hong Kong Dollar Sub-Fund:

Switching notices should be received by the Manager or the Trustee by 11 a.m. (Hong Kong time) on the Dealing Day (or such other time as the Manager may from time to time determine) if they are to be dealt on that Dealing Day. Switching applications received after that time will be dealt with on the next Dealing Day.

For the US Dollar Sub-Fund:

Switching notices should be received by the Manager or the Trustee by 4 p.m. (Hong Kong time) on the Dealing Day (or such other time as the Manager may from time to time determine) if they are to be dealt on that Dealing Day. Switching applications received after that time will be dealt with on the next Dealing Day.

Switching notices may also be sent through distributors appointed specifically for the purpose of distributing the Sub-Funds. Different distributors may have different cut-off times and investors should contact such distributors for details.

Switching rate

The rate at which the whole or any part of a holding of Units in any Series (the “**Existing Series**”) will be switched on any Dealing Day into Units of another Series (the “**New Series**”) will be determined in accordance with the following formula:-

$$N = \frac{(E \times R \times F)}{S}$$

where:-

- | | | |
|---|---|---|
| N | = | the number of Units in the New Series to be issued; |
| E | = | the number of Units in the Existing Series to be switched; |
| F | = | the currency conversion factor determined as representing the effective rate of exchange between the Series Currency of the Existing Series and the Series Currency of the New Series |
| R | = | the Redemption Price of the Existing Series on the relevant Dealing Day; |
| S | = | the Issue Price of the New Series on the relevant Dealing Day; and |

Settlement

Investors should note that in switching, subject to the valuation time of each Sub-Fund and the time required to remit the switching money between different Sub-Funds, the day on which the investments are switched into the New Series may be later than the day on which the investments in the Existing Series are switched out or the day on which the switching instructions are given.

Transferring Units

Units may be transferred by an instrument in writing in common form signed by (or, in the case of a body corporate, signed on behalf of or sealed by) the transferor and the transferee. The transferor will be deemed to remain the holder of the Units transferred until the name of the transferee is entered in the Register of Unitholders in respect of such Units.

Anti-money laundering regulations

The Sub-Fund, their service providers and other members of the HSBC Group (including but not limited to the Manager, the Trustee, and their respective delegates) are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Fund, any of their service providers or any member of the HSBC Group may take any action which in their sole and absolute discretion consider appropriate to take in accordance with all such laws, regulations and requests.

Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by an investor or on behalf of such investor via the systems of the Fund, any service provider of the Fund or any member of the HSBC Group; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

A Sub-Fund, its service providers and other members of the HSBC Group shall not be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- (a) any delay or failure of a Sub-Fund, any of its service providers or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of their duties or other obligations in connection with any accounts or the provision of any services to an investor, caused in whole or in part by any steps which a Sub-Fund, any of its service providers or any member of the HSBC Group, in their sole and absolute discretion, consider appropriate to take in accordance with all such laws, regulations and requests; or
- (b) the exercise of any of the rights of a Sub-Fund, its service providers and other members of the HSBC Group under this section.

In certain circumstances, the action which a Sub-Fund, any of its service providers or any member of the HSBC Group may take may prevent or cause a delay in the processing of certain information. Therefore, a Sub-Fund, its service providers and other members of the HSBC Group do not warrant that any information on their systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this section is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

In order to comply with regulations aimed at the prevention of money laundering in any applicable jurisdictions, the Manager, the Trustee, the Registrar and their respective delegates may require prospective investors to provide evidence to verify their identity and the source of payment of subscription monies. Accordingly, each of the Manager, the Trustee, the Registrar and their respective delegates reserves the right to request such information as it considers necessary to verify the identity of a prospective investor and the source of payment of subscription monies. The Manager, the Trustee, the Registrar and/or their respective delegates may refuse to accept any subscription application if a prospective investor delays in producing or fails to produce any information required by the Manager, the Trustee, the Registrar and/or their respective delegates, for the purpose of verification and, in that event, any funds received will be returned without interest to the account from which the monies were originally debited. Each of the Manager, the Trustee, the Registrar and their respective delegates may also refuse to process any redemption request or delay payment of redemption proceeds if a unitholder requesting for redemption delays in producing or fails to produce any information required by the Manager, the Trustee, the Registrar and/or their respective delegates. Neither the Manager, the Trustee, the Registrar, nor their respective delegates shall be liable to any prospective investor or unitholder (as the case may be) for any loss suffered by the prospective investor or unitholder (as the case may be) as a result of the rejection of any subscription or redemption request or delay of subscription or payment of redemption proceeds.

Charges and expenses

Charges and expenses apply to the Sub-Funds and their Unit Series where appropriate, for their investment management and for the operating services required.

There are three types of charges and expenses:

1. Initial charge
2. Ongoing charges
3. Other charges.

Initial charge:

The Trust Deed allows the Manager to make an initial charge of up to 5.5 per cent. of the Issue Price of Units of each Series in each Sub-Fund. At present it is not the Manager's intention to make any charge.

On-going Charges:

Annual Manager's fee

The Trust Deed allows the Manager to receive an annual fee for management of the Sub-Funds at a rate of up to 1.5 per cent. per annum, calculated daily based on the net asset value of each Sub-Fund and payable monthly in arrears.

The current levels of annual management fees of different Series are up to the percentage stated in the table below:

Series	Annual management fees (as a percentage of the net asset value of each Series)
Series A Unit	0.25 per cent
Series B Unit	0.40 per cent
Series C Unit	0.30 per cent
Series D Unit	0.20 per cent
Series E Unit	0.15 per cent
Series F Unit	0.10 per cent
Series G Unit	0.05 per cent
Series L Unit	0.25 per cent
Series Z Unit	0 per cent

The Manager will give three months' prior notice to Unitholders should there be any increase of the management fee from the current level up to the applicable maximum level stated above (ie, 1.5 per cent per annum).

The Manager may share any amounts it is entitled to retain as manager of the Sub-Funds with any persons who distribute or otherwise procure subscriptions to the Sub-Funds.

Additional Manager's fee

The Trust Deed allows the Manager to receive an additional annual management fee on Series L units in each Sub-Fund for administering retirement schemes investing in Series L units at a rate of up to 1 per cent. per annum on the net asset value of the relevant Sub-Fund attributable to Series L units. Such fee is calculated daily and is payable monthly in arrears. At present it is the Manager's intention to limit the fee to a rate of 0.45 per cent. per annum. Three months' notice in writing will be given to Unitholders in the event of an increase in this rate. Accordingly, for Series L units, the aggregate of the Annual Manager's fee and Additional Manager's fee payable by the Series L units is currently not exceeding 0.7 per cent. per annum and the maximum level permitted under the Trust Deed is 2.5 per cent. per annum. The Additional Manager's fee will be paid to the Trustee and the Trustee will pay the fee to the administrator of the retirement schemes investing in Series L units.

Trustee's fee

The Trust Deed allows the Trustee to receive an annual fee for its services not exceeding 0.15 per cent. of the net asset value of each Sub-Fund (the rate currently charged by the Trustee is 0.05 per cent. per annum of the net asset value of each Sub-Fund and one month's notice in writing will be given to Unitholders in the event of any increase in this rate), calculated daily and payable monthly.

In addition, the Trustee is also entitled to various transaction and processing fees and to be reimbursed for all out-of-pocket expenses (including transfer agency fees, sub-custody fees and expenses) properly incurred by the Trustee and its delegates in the performance of their duties.

For the avoidance of doubt, a meeting of Unitholders shall be called and approval by extraordinary resolution shall be required to effect the following:

- (a) to increase the maximum fees paid to the Manager or the Trustee; and
- (b) to impose any type of fee not otherwise authorised to be paid out of the asset of the Fund or the Sub-Funds.

Other ongoing expenses:

Each Sub-Fund will bear the cost of:

- a. transaction fees of the Trustee, custodian or sub-custodian and proxy fees and expenses, collection fees and expenses, insurance and security costs;
- b. the fees and expenses of the Auditors and the Registrar;
- c. fees charged by the Trustee in connection with valuing the assets of the Sub-Fund or any part thereof, calculating the Issue Price/Redemption Price of Units of the Sub-Fund and preparing financial statements;

- d. all legal and professional fees and charges incurred by the Manager and/or the Trustee in connection with the Sub-Fund (including the fees and charges of the legal counsel, and fees and charges incurred in conducting legal proceedings or applying to any court for any purposes related to the Sub-Fund) and other professional fees and charges (including any professional fees and charges in relation to agreeing and/or contesting taxation liabilities or recoveries to be paid out of or into the Sub-Fund, or preparation or issuance of any accounts, statements or reports in relation to the Sub-Fund or any income, revenue, expenses, assets and/or liabilities of the Sub-Fund);
- e. out-of-pocket expenses incurred by the Trustee and the Manager wholly and exclusively in the performance of its duties;
- f. the expenses of or incidental to the preparation of deeds supplemental to the Trust Deed;
- g. the expenses of holding meetings of Unitholders and of giving notices to Unitholders;
- h. without prejudice to the generality of the foregoing, all costs incurred in publishing the Issue Price/Redemption Price of Units of the Sub-Fund, all costs of preparing, printing and distributing all statements, accounts and reports pursuant to the provisions of the Trust Deed (including the Auditors' fees and Trustee's fee), the expenses of preparing and printing any offering document, and any other expenses, deemed by the Manager, after consulting the Trustee, to have been incurred in compliance with or in connection with any change in or introduction of any law or regulation or directive (whether or not having the force of law) of any governmental or other regulatory authority or with the provisions of any code relating to unit trusts.

Amortised establishment costs

The establishment costs of Series B, Series C, Series D, Series E, Series F, Series G and Series Z are approximately HK\$12,000 per Series for each sub-fund and will be borne by each Series respectively. The establishment costs will be amortised over a one-year period from the launch date of the relevant Series or such other period as the Manager after consultation with the auditors shall determine.

Other charges and expenses

Other charges and expenses may not be included in the published ongoing charges figure but are borne by the Fund or the relevant Sub-Fund. They include:

- a. all stamp and other duties, taxes and governmental charges (including withholding tax and capital gains tax).
- b. brokerages, commissions, exchange costs and commissions, bank charges, transfer fees and expenses, registration fees and expenses, and any other costs, charges or expenses payable in respect of the acquisition, holding and realisation of any investment or other property or any cash, deposit or loan (including the claiming or collection of income or other rights in respect thereof and including any fees or expenses charged or incurred by the Trustee or the Manager or any Connected Person in the event of the Trustee or the Manager or such Connected Person rendering services or effecting transactions giving rise to such fees or expenses)
- c. value of goods or services received by the Manager or any connected person in exchange for placing of dealing orders e.g. soft commissions or similar arrangement.

Taxation

The following statements regarding taxation are based on advice received by the Fund regarding the law and practice in force in the relevant jurisdictions at the date of this Explanatory Memorandum. Investors should be aware that levels and bases of taxation are subject to change and that the value of any relief from taxation depends upon the individual circumstances of the taxpayer.

Taxes on Unitholders and Unitholder tax disclosures

Investors should consult their professional advisers on the consequences to them of acquiring, holding, redeeming, transferring or selling units under the relevant laws of the jurisdictions to which they are subject, including the tax consequences and any exchange control requirements. These consequences, including the availability of, and the value of, tax relief to investors will vary with the law and practice of the investors' country/region of citizenship, residence, domicile or incorporation and their personal circumstances.

Hong Kong

Under present Hong Kong law and practice:-

- a. No tax will be payable by unitholders in Hong Kong in respect of dividends or other income distributions of the Sub-Funds (if any) or in respect of any gains arising on the sale, redemption or other disposal of units of a Sub-Fund, except that Hong Kong profits tax may arise where such transactions form part of a trade, profession or business carried on in Hong Kong and the gains are Hong Kong sourced and not otherwise of capital nature. Ascertaining the source and the classification of a gain as revenue or capital will depend on the particular facts and circumstances of the Unitholders.
- b. No Hong Kong stamp duty is payable by Unitholders in relation to the issuance of Units, the redemption of Units or sales or transfer of Units effected by extinguishing the units or the sale or transfer is to the Manager who subsequently re-sell the Units within two months thereof. Other types of sales or purchases or transfers of the Units by Unitholders should be liable to Hong Kong stamp duty of 0.1% (borne by each of the buyer and seller) on the higher of the consideration amount or market value. In addition, a fixed duty of HK\$5.00 is currently payable on any instrument of transfer of Units, unless being specifically exempt.

Payments to unitholders

Before making any distribution (if any) or other payment in respect of any Unit, the Trustee and/or the Manager may make any such deductions or withholdings (if any) as, by any applicable law of Hong Kong or elsewhere, or by any applicable regulation, direction, or guidance, or by any agreement with any tax or fiscal authority (whether within or outside Hong Kong), they are required or entitled by any applicable law to make in respect of any income, interest or other taxes, charges or assessments whatsoever. In such event, the Manager and/or the Trustee shall act in good faith and on reasonable grounds in making such deductions or withholdings.

The Trustee and the Manager may also deduct the amount of any stamp duties or other governmental taxes, charges or assessments payable by it or them in respect of any distribution/payout made (if any).

Automatic Exchange of Information

Automatic exchange of information (“**AEOI**”) is an umbrella term covering a number of inter-governmental and multi-lateral agreements concerning information sharing between states (or regions) to promote tax transparency.

Investors should consult their own tax advisors regarding AEOI requirements with respect to their own situation. In particular, investors who hold their units through intermediaries should confirm the AEOI compliance status of those intermediaries.

Foreign Account Tax Compliance Act

The US Foreign Account Tax Compliance Act (“**FATCA**”) requires non-U.S. (foreign) financial institutions (“**FFI**”) to report certain investor information to the US authorities. Under sections 1471 through 1474 of the U.S. Internal Revenue Code if an FFI is not compliant with FATCA then a 30% withholding tax may be imposed on certain payments to FFIs. Currently this withholding tax only applies to payments that constitute interest, dividends and other types of income from U.S. sources (such as dividends paid by a U.S. corporation).

Hong Kong has signed an Intergovernmental Agreement (“**IGA**”) Model 2 with the U.S. and the Fund and the Sub-Funds intend to comply with the terms of the IGA and local implementing regulations.

As an IGA has been signed between Hong Kong and the U.S., FFIs in Hong Kong (such as the Fund and the Sub-Funds) complying with the FFI Agreement (i) will generally not be subject to the above described 30% withholding tax; and (ii) will not be required to withhold tax on payments to non-consenting accounts (i.e. accounts of which the holders do not consent to FATCA reporting and disclosure to the U.S. IRS) or close those non-consenting accounts (provided that information regarding such non-consenting account holders is reported to the U.S. IRS).

As at the date of the Explanatory Memorandum, the Fund and the Sub-Funds are treated as a “Non-reporting IGA FFIs” under IGA Model 2 with the U.S. This means that the Manager will act as “FATCA sponsoring entity” and carry out FATCA obligations on behalf of the Fund and the Sub-Funds.

Common Reporting Standard

Hong Kong’s Inland Revenue (Amendment) (No.3) Ordinance (the “**Ordinance**”) and any subsequent legislative amendments set the legislative framework for the implementation in Hong Kong of the OECD Standard of Automatic Exchange for Financial Account Information – Common Reporting Standard (the “**CRS**”).

The CRS rules as implemented by Hong Kong require the Fund and the Sub-Funds to, amongst other things: (i) register the Fund's and the Sub-Funds' status as a "Reporting Financial Institution" with the IRD; (ii) conduct due diligence on its accounts (i.e., investors) to identify whether any such accounts are considered "Reportable Accounts" for CRS purposes; and (iii) report certain account information of such Reportable Accounts to the IRD. Broadly, CRS contemplates that Hong Kong FIs should report on: (i) individuals or entities that are tax resident in a reportable jurisdiction; and (ii) certain entities controlled by individuals who are tax resident in such a reportable jurisdiction. Under the Ordinance, details of investors, including but not limited to their name, address, jurisdiction of residence, tax identification number, date and place of birth, account number, account balance/value, distribution income and sale/redemption proceeds, may be reported to the IRD and subsequently exchanged with government authorities in the relevant jurisdictions of tax residence.

The investor agrees to provide the Manager with any documentation or account information to enable the Manager to comply with the requirements and obligations imposed on the Manager pursuant to the regulatory requirements (including FATCA and AEOI legislation). To the extent required by the Manager, the investor hereby consents to the disclosure and reporting of any tax related information to any local or foreign regulatory or tax authority ("Tax Authority") where the provision of that information to such person or regulatory authority is required to ensure compliance by the Manager with its obligations under the regulatory requirements (including FATCA and the AEOI legislation) or to avoid being subject to withholding tax or other liabilities under the regulatory requirements (including FATCA and AEOI legislation). Upon request by the Manager, the investor hereby agrees to obtain a written waiver or consent from the "substantial owners" or "controlling persons" and to provide those consents to the Manager to permit it to disclose and report relevant information to any local or foreign Tax Authority pursuant to the regulatory requirements (including FATCA and AEOI legislation). The terms "substantial owners" and "controlling persons" shall have the meaning as defined under local or foreign tax laws, regulatory guidance or intergovernmental cooperation agreements. The potential consequences for failure to comply with requests for the requested information, failure to respond to requests for waivers or consents for tax information disclosure, and/or failure to respond to requests to obtain waivers or consents from substantial owners or controlling persons, include, but are not limited to: (i) the Manager's right to take whatever actions that are necessary to comply with the local or foreign tax reporting obligations and the regulatory requirements (including FATCA and AEOI legislation); (ii) the Manager's ability to withhold an amount from certain payments made to the investor's account that is sufficient to discharge any liabilities, costs, expenses, taxes, withholdings or deductions incurred or suffered by the Manager due to the representations, actions or inactions (directly or indirectly) by the investor; (iii) the Manager's right to pay relevant taxes to the appropriate tax authority; (iv) the Manager's right to refuse to provide certain services; and (v) the Manager's right, to the extent permitted by applicable laws and the Fund's and Sub-Funds' constitutional documents, to compulsorily redeem or withdraw the investor concerned. The Manager shall at all times observe relevant legal requirements and shall act in good faith and on reasonable grounds. The investor agrees to inform, or respond to any request from, the Manager, if there are any changes to tax information previously provided.

Taxes on the Fund / Sub-Funds

Hong Kong

During such period that a Sub-Fund is authorised by the SFC pursuant to section 104 of the Securities and Futures Ordinance then, under present Hong Kong law and practice a Sub-Fund is not expected to be subject to Hong Kong profits tax in respect of any of its authorised activities.

Taxes related to a Sub-Fund's assets

In many markets a Sub-Fund as a foreign investment fund, may be subject to non-recoverable tax, levies, duties or charges imposed by the authorities in such market on income and gains (either by withholding or direct assessment) in relation to the investment returns it realises from its holdings of shares and securities in those markets. Where practicable a Sub-Fund will make claims under the relevant double tax treaties and the domestic law of the countries/regions concerned in order to minimise the impact of local taxation on the investment return and to obtain the best return for its Unitholders. Those claims will be made on the basis of the understanding of the validity of such claims given the information available from the Fund's/Sub-Funds' depositaries, external advisers and other sources as to the interpretation and application of the relevant legal provisions by the tax authorities in the country/region concerned.

The Manager may, upon taking tax advice, at its discretion, arrange with the Trustee to provide for potential tax liabilities in respect of the Sub-Funds' investments for the purpose of meeting the Sub-Funds' tax liabilities.

Investors should note that any tax provision, if made, may be excessive or inadequate to meet actual tax liabilities on investments made by the Sub-Fund. In the event that it is satisfied (based on tax advice) that part of the tax provisions are not required, the Manager will arrange with the Trustee to release such provisions back into the Sub-Fund, forming part of the Sub-Fund's assets. On the other hand, any amount by which the tax provisions fall short of the tax liability incurred or is expected to be incurred by the Sub-Fund shall be debited and deducted from the Sub-Fund's assets which will adversely affect the net asset value of a Sub-Fund.

Any tax provision, if made, will be reflected in the net asset value of a Sub-Fund at the time of debit or release of such provision and thus will only impact on Units which remain in a Sub-Fund at the time of debit or release of such provision. Units which are redeemed prior to the time of debit of such provision will not be affected by reason of any insufficiency of the tax provision. Likewise, such Units and the Unitholders who have redeemed will not benefit from any release of excess tax provisions.

Investors may be advantaged or disadvantaged depending upon the final tax outcome as and when they subscribed and/or redeemed the Units of a Sub-Fund. Investors should note that no Unitholders who have redeemed their Units in a Sub-Fund before the release of any excess tax provision shall be entitled to claim in whatsoever form any part of the tax provision or withholding amounts released to a Sub-Fund, which amount will be reflected in the value of Units in a Sub-Fund.

A Sub-Fund will seek to claim concessionary tax treatment and account for tax on a reasonable efforts basis, given the tax law and practice at that date. Any change in tax law or practice in any country/region where a Sub-Fund is registered, marketed and invested could affect the value of a Sub-Fund's investments in the affected country/region. In particular, where retrospective changes to tax law or practice are applied by the legislature or tax authorities in a particular country/region these may result in a loss for current Unitholders in the affected Sub-Fund. The Fund/Sub-Funds does not offer any warranty as to the tax position of returns from investments held in a particular market nor of the risk of a retrospective assessment to tax in a particular market or country/region.

APPENDIX – SUB-FUND DETAILS

For the US Dollar Sub-Fund

Investment Objectives

The Sub-Fund aims to preserve capital and provide daily liquidity together with an investment return that is comparable to US sovereign money market rate in the base currency of the Sub-Fund. However, preservation of capital is not guaranteed. The Manager may only invest in short-term deposit and other money market instruments.

Investment Policy

At least 70% of the Sub-Fund's net asset value will be invested in US dollar-denominated short-term deposits and high quality money market instruments issued by governments, quasi-governments, international organizations, financial institutions and other corporations.

The Manager's policy for the Sub-Fund is to use the interbank wholesale money market for short-term deposits for periods usually not exceeding 12 months and invest in monetary instruments such as treasury bills, bills of exchange, commercial papers, certificates of deposit or interbank deposits, to achieve the sub-fund's investment objective. The sub-fund should not purchase any instruments with a remaining maturity of more than 397 days, or two years in the case of government and other public securities. The weighted average maturity and weighted average life of the Sub-Fund will not exceed 60 days and 120 days respectively.

It is also the Manager's policy to spread the range of investments among a wide variety of banking and other institutions with a credit ratings at least A-1 or P-1 (or its equivalent) from Standard & Poor's or Moody's or a recognised credit rating agency at time of purchase, and to ensure that the aggregate value of the Sub-Fund's holding of deposits and money market instruments issued by a single entity may not exceed 10% of the total net asset value of the sub-fund except, (1) where the entity is a Substantial Financial Institution and the total amount so invested does not exceed 10 per cent. of the entity's share capital and non-distributable capital reserves, the limit may be increased to 25 per cent.; or (2) in the case of government and other public securities, up to 30 per cent. may be invested in the same issue; or (3) in respect of any deposit of less than US\$1 million (or the equivalent in the currency of the Sub-Fund) where the Sub-Fund cannot otherwise diversify as a result of its size.

It is not the Manager's policy to hedge the currency of the Sub-Fund to override the effects of exchange rate volatility.

For Hong Kong Dollar Sub-Fund

Investment Objectives

The Sub-Fund aims to preserve capital and provide daily liquidity together with an investment return that is comparable to normal money market rate in the base currency of the Sub-Fund. However, preservation of capital is not guaranteed. The Manager may only invest in short-term deposit and other money market instruments.

Investment Policy

At least 70% of the Sub-Fund's net asset value will be invested in Hong Kong dollar-denominated short-term deposits and high quality money market instruments issued by governments, quasi-governments, international organizations, financial institutions and other corporations.

The Manager's policy for the sub-fund is to use the interbank wholesale money market for short-term deposits for periods usually not exceeding 12 months and invest in monetary instruments, such as treasury bills, bills of exchange, commercial papers, certificates of deposit or interbank deposits, to achieve the Sub-Fund's investment objective. The Sub-Fund should not purchase any instruments with a remaining maturity of more than 397 days, or two years in the case of government and other public securities. The weighted average maturity and weighted average life of the sub-fund will not exceed 60 days and 120 days respectively.

It is also the Manager's policy to spread the range of investments among a wide variety of banking and other institutions with a credit ratings at least A-1 or P-1 (or its equivalent) from Standard & Poor's or Moody's or a recognised credit rating agency at time of purchase, and to ensure that the aggregate value of the Sub-Fund's holding of deposits and money market instruments issued by a single entity may not exceed 10% of the total net asset value of the sub-fund except, (1) where the entity is a Substantial Financial Institution and the total amount so invested does not exceed 10 per cent. of the entity's share capital and non-distributable capital reserves, the limit may be increased to 25 per cent.; or (2) in the case of government and other public securities, up to 30 per cent. may be invested in the same issue; or (3) in respect of any deposit of less than US\$1 million (or the equivalent in the currency of the Sub-Fund) where the Sub-Fund cannot otherwise diversify as a result of its size.

It is not the Manager's policy to hedge the currency of the Sub-Fund to override the effects of exchange rate volatility.