Schroders

Schroder Asian Growth Fund

Prospectus

Dated: 19 June 2019
Valid till: 18 June 2020

SCHRODER ASIAN GROWTH FUND

PROSPECTUS

SCHRODER ASIAN GROWTH FUND

Directory

Managers

Schroder Investment Management (Singapore) Ltd
Registered and operating address:
138 Market Street #23-01
CapitaGreen
Singapore 048946
(Company Registration Number: 199201080H)

Directors of the Managers

Susan Soh Shin Yann
Tham Ee Mern Lilian
Wong Yoke Lin Martina
Chong Siok Chian
Showbhik Kalra
Diao Wei Chien Roy
Shigesuke Kashiwagi

Trustee

HSBC Institutional Trust Services (Singapore) Limited
21 Collyer Quay
#13-02 HSBC Building
Singapore 049320
(Company Registration Number: 194900022R)

Auditors

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

Solicitors to the Managers

Clifford Chance Pte Ltd
12 Marina Boulevard
25th Floor, Tower 3 Marina Bay Financial Centre
Singapore 018989

Solicitors to the Trustee

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

SCHRODER ASIAN GROWTH FUND

Important Information

Schroder Investment Management (Singapore) Ltd, the managers (the "**Managers**") of the Schroder Asian Growth Fund (the "**Trust**"), accepts full responsibility for the accuracy of the information contained in this Prospectus and confirm, having made all reasonable enquiries, that to the best of its knowledge and belief, this Prospectus contains all information with respect to the Trust which is material in the context of the offer of units in the Trust ("**Units**") in this Prospectus and the statements contained in this Prospectus are in every material respect true and accurate and not misleading and there are no facts the omission of which would make any statement in this Prospectus misleading.

You, as the investor, should refer to the relevant provisions of the 14th Amended and Restated Deed (as may be amended, supplemented or modified from time to time) (the "**Deed**") relating to the Trust and obtain professional advice if there is any doubt or ambiguity relating thereto. You may inspect a copy of the Deed at the Managers' office at all times during usual business hours (subject to such reasonable restrictions as the Managers may impose). All capitalised terms and expressions used in this Prospectus shall, unless the context otherwise requires, have the same meanings ascribed to them in the Deed.

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and may only be used in connection with the offering of Units as contemplated herein. All capitalised terms and expressions used in this Prospectus shall, unless the context otherwise requires, have the same meanings ascribed to them in the Deed (as amended) relating to the Trust. **To reflect material changes, this Prospectus may be updated, amended, supplemented or replaced from time to time and you should investigate whether any more recent Prospectus is available.**

Before investing, you should seek professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements, (c) any foreign exchange transactions or exchange control requirements which you may encounter under the laws of the country of your citizenship, residence or domicile and (d) any restrictions or requirements under the Regulations and the terms and conditions in respect of the CPFIS issued by the CPF Board (as the same may be amended, modified or supplemented from time to time), which may be relevant to the subscription, holding or disposal of Units and should inform yourself of and observe all such laws and regulations that may be applicable to you. **The net asset value of the Trust is likely to have a high volatility due to its investment policies or portfolio management techniques.** You should carefully consider the risks of investing in the Trust as set out in paragraph 10 of this Prospectus.

No application has been made for the Units to be listed on any stock exchange. There is no secondary market for the Trust. You can purchase or sell Units from or through the Managers or any agent or distributor appointed by the Managers, subject to the ultimate discretion of the Managers in respect of the purchase, sale, switching, conversion or realisation of your Units in accordance with the provisions of the Deed.

As the Trust is not registered under the United States Securities Act of 1933 (the "**Securities Act**") or under the securities laws of any state of the United States of America ("**US**"), the Trust may not be offered or sold to or for the account of any US Person (as defined in Rule 902 of Regulation S under the Securities Act).

Rule 902 of Regulation S under the Securities Act defines a US Person to include, inter alia, any natural person resident in the US and with regard to investors other than individuals (i) a corporation or partnership organised or incorporated under the laws of the US or any state thereof; (ii) a trust: (a) of which any trustee is a US Person except if such trustee is a professional fiduciary and a co-trustee who is not a US Person has sole or shared investment discretion with regard to trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person or (b) where a court is able to exercise primary jurisdiction over the trust and one or more US fiduciaries have the authority to control all substantial decisions of the trust; and (iii) an estate: (a) which is subject to US tax on its worldwide income from all sources or (b) for which any US Person is executor or administrator except if an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with regard to the assets of the estate and the estate is governed by foreign law.

The term "**US Person**" also means any entity organised principally for passive investment (such as a commodity pool, investment company or other similar entity) that was formed: (a) for the purpose of facilitating investment by a US Person in a commodity pool with respect to which the operator is exempt from certain requirements of Part 4 of the regulations promulgated by the United States Commodity Futures Trading Commission by virtue of its participants being non-US Persons or (b) by US Persons principally for the purpose of investing in securities not registered under the Securities Act, unless it is formed and owned by "accredited investors" (as defined in Rule 501 (a) under the Securities Act) who are not natural persons, estates or trusts.

"**United States**" means the United States of America (including the States and the District of Columbia), its territories, its possessions and any other areas subject to its jurisdiction.

You should also refer to paragraph 22.12 of this Prospectus for information on the US tax reporting obligations under FATCA (as defined in paragraph 22.12 of this Prospectus).

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

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

If you are in doubt as to your status, you should consult your financial or other professional adviser.

You should direct all enquiries relating to the Trust to the Managers, Schroder Investment Management (Singapore) Ltd, or any agent or distributor appointed by the Managers.

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ANNEX 51

SCHRODER ASIAN GROWTH FUND

*The collective investment scheme offered in this Prospectus is an authorised scheme under the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**"). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the "**Authority**"). The Authority assumes no responsibility for the contents of this Prospectus. Registration of this Prospectus by the Authority does not imply that the SFA, or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of the collective investment scheme. The meaning of terms not defined in this Prospectus can be found in the trust deed (as may be amended or supplemented from time to time) constituting the Schroder Asian Growth Fund.*

1. BASIC INFORMATION

1.1 Name of Trust

This Prospectus is in relation to the Singapore authorised open-ended standalone fund known as the Schroder Asian Growth Fund (the "**Trust**"). The Trust is constituted in Singapore. The Trust may be separated into distinct Classes of Units. Please refer to paragraph 6.2 of this Prospectus for the description of the Classes of Units currently offered by the Trust.

1.2 Date of registration and expiry date of Prospectus

The date of registration of this Prospectus with the Authority is 19 June 2019. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 18 June 2020) and shall expire on 19 June 2020.

1.3 Trust Deed and Supplemental Deeds

The Trust is constituted as a unit trust by way of a Trust Deed dated 4 April 1991 (as novated by a Novation Deed dated 10 September 1992), as modified by the Supplemental Deeds and the Amended and Restated Deeds, entered into between Schroder Investment Management (Singapore) Ltd (the "**Managers**") and HSBC Institutional Trust Services (Singapore) Limited (the "**Trustee**"):

1.3.1 the First Supplemental Deed dated 10 September 1992;

1.3.2 the Second Supplemental Deed dated 3 May 1995;

1.3.3 the Third Supplemental Deed dated 3 October 1997;

1.3.4 the Fourth Supplemental Deed dated 30 September 1998;

1.3.5 the Fifth Supplemental Deed dated 30 March 1999;

1.3.6 the Sixth Supplemental Deed dated 28 March 2000;

1.3.7 the Seventh Supplemental Deed dated 26 March 2001;

1.3.8 the Eighth Supplemental Deed dated 21 December 2001;

1.3.9 the Ninth Supplemental Deed dated 20 December 2002;

1.3.10 the First Amended and Restated Deed dated 1 July 2003;

1.3.11 the Second Amended and Restated Deed dated 15 March 2004;

1.3.12 the Third Amended and Restated Deed dated 27 August 2004;

1.3.13 the Fourth Amended and Restated Deed dated 30 August 2005;

1.3.14 the Fifth Amended and Restated Deed dated 30 August 2006;

1.3.15 the Sixth Amended and Restated Deed dated 30 August 2007;

1.3.16 the Seventh Amended and Restated Deed dated 31 July 2009;

1.3.17 the Eighth Amended and Restated Deed dated 30 July 2010;

1.3.18 the Ninth Amended and Restated Deed dated 29 July 2011;

1.3.19 the Tenth Amended and Restated Deed dated 28 September 2011;

1.3.20 the First Supplemental Deed dated 19 January 2012;

1.3.21 the Eleventh Amended and Restated Deed dated 30 May 2012;

1.3.22 the Twelfth Amended and Restated Deed dated 26 June 2013;

1.3.23 the Thirteenth Amended and Restated Deed dated 25 June 2014;

1.3.24 the Fourteenth Amended and Restated Deed dated 27 August 2018;

The terms and conditions of the Trust Deed (as novated by a Novation Deed dated 10 September 1992), the Supplemental Deeds and the Amended and Restated Deeds (collectively referred to as the "**Deed**") shall be binding on each unitholder (each a "**Holder**" and collectively the "Holders") and all persons claiming through such Holder as if such Holder and persons had been a party to the Deed.

You may inspect a copy of the Deed at the office of the Managers at 138 Market Street #23-01 CapitaGreen, Singapore 048946 at all times during usual business hours (subject to such reasonable restrictions as the Managers may impose). Copies of the Deed shall be supplied by the Managers to any person on application at a charge of up to S$25 per copy of the document (or such other amount as the Trustee and the Managers may from time to time agree in writing), such charge being payable to the Managers.

1.4 Accounts and reports

You may obtain copies of the latest annual and semi-annual accounts, semi-annual and annual reports and the auditor's report on the annual accounts of the Trust from the Managers at 138 Market Street, #23-01, CapitaGreen, Singapore 048946.

Please refer to paragraph 20 of this Prospectus for details of the accounts and reports of the Trust.

2. THE MANAGERS

2.1 Name and address of the Managers

The Managers of the Trust are Schroder Investment Management (Singapore) Ltd, whose registered office is at 138 Market Street #23-01 CapitaGreen, Singapore 048946.

2.2 Track record of the Manager

The Managers were incorporated in Singapore in 1992 and have been managing collective investment schemes and discretionary funds in Singapore since 1992. The Managers are licensed and regulated by the Authority. The Managers are a member of the Schroder group ("**Schroders**"). Schroders has been managing collective investment schemes and discretionary funds in Singapore since the 1970s.

Schroders is a leading global asset management company, whose history dates back over 200 years. The group's holding company, Schroders Plc, is and has been listed on the London Stock Exchange since 1959.

Schroders aims to apply its specialist asset management skills in serving the needs of its clients worldwide, through its large network of offices and over 500 portfolio managers and analysts covering the world's investment markets.

2.3 The Managers shall be subject to removal by the Trustee if the Managers go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver or judicial manager is appointed in respect of the Managers or any of their assets. Subject to section 295 of the SFA, the Trust may be terminated by the Trustee if the Managers shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver or judicial manager is appointed in respect of the Managers or any of their assets or if any encumbrancer shall take possession of any of their assets.

Please refer to the Deed for further information on the role and responsibilities of the Managers and what happens if it becomes insolvent.

You should note that the past performance of the Managers is not necessarily indicative of the future performance of the Managers.

2.4 Directors of the Managers

(a) Soh Shin Yann Susan - Director

Susan is the Managing Director of the Managers and is the Country Head of Singapore. She joined the Managers in May 2005 as the Head of Distribution, Singapore, heading up both institutional and retail intermediary sales for South East Asia.

Prior to joining Schroders, Susan worked in various companies handling product management as well as distribution of fund management products and structured derivatives. Her career commenced in 1985 when she joined a public accounting firm as an auditor.

Susan is a Chartered Accountant (Singapore) and a member of the Institute of Singapore Chartered Accountants. Susan holds a Bachelor of Accountancy from the National University of Singapore.

(b) Tham Ee Mern Lilian - Director

Lilian holds the positions of Head of Operations & IT for Asia Pacific and Chief Operating Officer for Singapore, at the Managers. She joined Schroders in 1994.

Currently, Lilian is based in Singapore with regional responsibilities that encompass Portfolio Services, Fund Services and Information Technology. She is also responsible for Corporate Services in Singapore. Between 1996 and 2000, Lilian headed IT across the investment banking and asset management businesses of the Managers in Southeast Asia. In 2000, with the sale of Schroder International Merchant Bankers Limited, her responsibilities were expanded to include managing IT in North Asia. She was appointed Head of Operations & IT for Asia Pacific in 2004 and Chief Operating Officer for Singapore in 2007.

Lilian holds a Bachelor of Science in Information Systems from the National University of Singapore.

(c) Chong Siok Chian Grace – Director

Grace holds the position of Head of Compliance, Asia Pacific at the Managers. She joined the Managers as Head of Compliance, Singapore in July 2007.

Grace worked in public & private organisations in the financial sector and was a Deputy Director at the Monetary Authority of Singapore before she joined Schroders. Her career commenced in 1990 when she joined PriceWaterhouse as an auditor.

Grace is a Chartered Accountant (Singapore) and a member of the Institute of Singapore Chartered Accountants. She holds a Masters in Business Administration (Banking & Finance – Dean's List) from the Nanyang Business School and a Bachelor of Accountancy from the National University of Singapore.

(d) Wong Yoke Lin Martina – Director

Martina is the Head of Finance, Asia Pacific at the Managers. She joined Schroders in July 2014.

Martina served as the General Manager of The Straits Times School Pocket Money Fund prior to joining Schroders. She commenced her career in the financial industry with the predecessor firm of Merrill Lynch (Smith New Court) in 1989. She served in various capacities at Merrill Lynch Singapore, including as Chief Administrative Officer and as Chief Financial Officer. From June 2003 to December 2008, she was the Chief Executive Officer of Merrill Lynch Singapore. After leaving Merrill Lynch Singapore, she also held the position of Senior Vice President, Head of Finance with the Singapore Exchange Ltd.

Martina is a Chartered Accountant (Singapore) and a member of the Institute of Singapore Chartered Accountants. She graduated with a Bachelor in Accountancy from the National University of Singapore.

(e) Showbhik Kalra - Director

Showbhik is the Head of Intermediary and Product for Asia Pacific at the Managers. He joined Schroders in 2013.

Showbhik joined Schroders from PIMCO Asia Pte Ltd where he was responsible for products in Asia-Pacific with a focus on emerging markets. He previously worked for Allianz Alternative Asset Management U.S. LLC in New York and Pacific Investment Management Company LLC (PIMCO) in New York with a focus on credit, structured products and alternatives. Earlier in his career he co-founded a company, subsequently acquired by a

NYSE-listed firm that commercialized an award-winning digital motion picture restoration technology he developed as an undergraduate.

Showbhik holds a Master in Business Administration from Harvard Business School. He also holds a Master of Science (Financial Engineering) and a Bachelor of Applied Science (Computer Engineering) from Nanyang Technological University.

(f) Diao Wei Chien Roy - Director

Roy is the Head of Asian Fixed Income at the Managers. He has more than 30 years of investment experience and was the Chief Executive Officer ("**CEO**") and Head of Business Development at Oddo Meriten Asset Management Asia before joining Schroders in July 2017.

Prior to that, Roy was the CEO for BNP Paribas Investment Partners Singapore. During the 1990s, Roy joined Fischer Francis Trees & Watts, Singapore as a Senior Portfolio Manager, before becoming a Managing Director as well as the Head of Business Development and Client Services, Asia ex Japan. He started his investment career as an Associate with JP Morgan & Co., New York ("**JPM NY**"), before becoming the Vice President of Asian Foreign Exchange and an interest rate trader at JP Morgan & Co., Singapore and subsequently the Vice President of Asian Foreign Exchange and an interest rate product manager at JPM NY.

Roy holds a Bachelor of Science in Applied Mathematics and Economics from Brown University in the United States of America ("**USA**").

(g) Shigesuke Kashiwagi – Director

Shigesuke is Country Head, Japan at Schroders and his role involves overall business strategy for the institutional and intermediary business in Japan as well as overseeing the Japanese equity investment business. He joined Schroders in 2016.

From 2013 to 2016, Shigesuke was the Chief Financial Officer at Nomura Holdings, Inc ("**Nomura**") and his role involved designing and implementing the firm's long term global business plans and capital strategies while taking into account global regulatory aspects and business environments. From 2010 to 2013, he was Senior Managing Director of Group Strategy and Executive Office at Nomura and this involved global regulatory strategy for the firm including the Dodd - Frank Act of the USA and Basel III.

Prior to this, he was Senior Managing Director and Regional Management for the Americas at Nomura from 2006 to 2010 and this involved managing fixed income, equity, investment banking and the asset management business in the Americas for Nomura. From 2004 to 2006, he was Senior Managing Director and the Head of Global Fixed Income at Nomura, where he managed the global fixed income business including rates, credit, securitisation, and foreign exchange.

Shigesuke is also the President and a Representative Director of Schroders Investment Management (Japan) Ltd.

Shigesuke holds a Bachelor of Arts in Economics from Keio University in Japan and a Master of Business Administration from New York University.

2.5 The Managers have delegated their accounting and valuation functions in respect of the Trust to HSBC Institutional Trust Services (Singapore) Limited.

3. THE TRUSTEE AND THE CUSTODIAN

The Trustee of the Trust is HSBC Institutional Trust Services (Singapore) Limited whose registered office is at 21 Collyer Quay, #13-02, HSBC Building, Singapore 049320. The Trustee is regulated in Singapore by the Authority.

If the Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or of amalgamation) or if a receiver or judicial manager of its undertaking is appointed, the Managers shall forthwith by instrument in writing remove the Trustee from its appointment under the Deed and shall by the same or some other instrument in writing appoint as trustee some other trustee duly approved as may be required by the law for the time being applicable to the Deed.

Please refer to the Deed for further information on the role and responsibilities of the Trustee and what happens if it becomes insolvent.

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

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

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

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

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

4. REGISTER OF HOLDERS

The registrar for the Trust is the Trustee, who has delegated the registrar's function to Schroder Investment Management (Europe) S.A. ("**SIMEUR**"). SIMEUR has in turn delegated its duties in relation to the register of Holders to Schroder Investment Management (Hong Kong) Limited. Holders may inspect the register at 138 Market Street

#23-01 CapitaGreen, Singapore 048946, during usual business hours subject to such reasonable closure of the register and such restrictions as the Managers or the Trustee may impose.

The register is conclusive evidence of the number of Units held by each Holder.

5. THE AUDITORS

The auditors of the Trust are PricewaterhouseCoopers LLP whose registered office is at 7 Straits View, 12th Floor, Marina One East Tower, Singapore 018936.

6. STRUCTURE OF THE TRUST

6.1 The Trust is structured as a stand-alone open-ended unit trust and constituted in Singapore. The interests issued or offered to investors are represented by Units comprised in the Trust, representing interests in the Deposited Property of the Trust.

6.2 Classes of Units

The Managers are presently offering US$ Class Units (denominated in US$) and S$ Class Units (denominated in S$) for investment. Both Classes will constitute the Trust and are not separate sub-funds under the Trust. There are no material differences between US$ Class Units and S$ Class Units save for their currency of denomination and that each Class may be subject to different currency hedging costs (if the Managers decide to hedge either or both Classes). Any expense, income and/or gain which is attributable to a particular Class shall be deducted from or added to (as the case may be) the value of the Trust which is attributable to that Class.

7. INVESTMENT OBJECTIVE, FOCUS AND APPROACH

7.1 Investment Objective / Product Suitability

The Trust aims to achieve long term capital growth primarily (i.e. approximately two-third of its assets) through investing in securities of companies quoted on some or all of the stock markets in countries in Asia (including Australia and New Zealand but excluding Japan). The portfolio of the Trust will be broadly diversified with no specific industry or sectoral emphasis.

The Trust is suitable for investors who:

- seek long-term capital growth; and
- understand the risks associated with investing in Asian equities.

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

7.2 Investment philosophy and approach

The investment philosophy of the Managers is founded on the belief that returns over the long term are determined by economic and corporate fundamentals and that the analysis of those factors should be the foundation of the Managers' investment strategy. Given that equity markets are not efficient in Asia and that many of the best investment ideas are not

well researched, the Managers believe their style of active management with emphasis on bottom-up stock analysis will add value.

The Managers' approach is to capitalise on Schroders' strong in-house research capability and exploit market inefficiencies.

Over the longer term, the Managers believe that share prices should reflect the ability of companies to create value for shareholders. As such, the distinctive focus of their research is to identify companies that have robust business models, good corporate governance and strong management teams to drive shareholder returns. These are companies that exhibit the following:

- Ability to generate sustainable returns on capital greater than cost of capital.
- Ability to grow and reinvest cash productively.
- Willingness to return free cash flow to minority investors.

At the industry level, the Managers seek to predict potential industry developments, focusing on competition, supplier power, barriers to entry, buyer power and threat of substitution amongst other things. As part of their analysis, they form a picture of how different companies may find their place within the longer-term structure of each industry. In this regard, Schroders' global resources are a critical asset in a world where markets are becoming increasingly globalised.

At the company level, the Managers seek to discern whether a firm has the tangible and intangible resources to support its positioning within its industry. A company's stated strategy and its management's execution track record are key inputs in the analysis. They also emphasise profitability by focusing on a company's ability to generate revenue growth and defend profit margins. A company's ability to generate sustainable free cash flows either to fund business growth or to return to shareholders is also paramount.

8. CENTRAL PROVIDENT FUND ("CPF") INVESTMENT SCHEME

The Trust is included under the CPF Investment Scheme ("**CPFIS**") and is classified under the category of "Higher Risk - Narrowly Focused - Region - Asia".

Presently, CPF monies may only be invested into the S$ Class Units.

The CPF interest rate for the CPF ordinary account is based on the 12-month fixed deposit and the month-end savings rates of the major local banks. Under the CPF Act, the CPF Board pays a minimum interest of 2.5% per annum when this interest formula yields a lower rate.

Savings in the CPF special account and CPF medisave account ("**SMA**") are invested in Special Singapore Government Securities (SSGS) which earn an interest rate pegged to either the 12-month average yield of 10-year Singapore Government Securities (10YSGS) plus 1%, or the current floor rate of 4%, whichever is the higher, adjusted quarterly.

New CPF retirement account ("**RA**") savings are invested in SSGS which earn a fixed coupon rate equal to either the 12-month average yield of the 10YSGS plus 1% computed for the year, or the current floor rate of 4%, whichever is the higher. The interest credited to

the RA is based on the weighted average interest rate of the entire portfolio of these SSGS invested using new and existing RA savings and is adjusted yearly in January.

As announced in September 2018, the Singapore government will maintain the 4% per annum minimum rate for interest earned on all SMA and RA monies until 31 December 2019. Thereafter, interest rates on all CPF account monies will be subject to a minimum rate of 2.5% per annum.

The first $60,000 of a CPF member's combined CPF accounts earns an extra 1% interest. To enable members to earn extra interest, only monies in excess of $20,000 in a member's CPF ordinary account and $40,000 in the member's CPF special account can be invested.

You should note that the applicable interest rates for each of the CPF accounts may be varied by the CPF Board from time to time.

9. FEES AND CHARGES

9.1 Table of fees

Fees payable by the Holder (both US$ and S$ Class Units):

Preliminary Charge* (initial sales charge)	Cash Units: Currently 5% of the Gross Investment Sum (maximum 5%) SRS Units: Currently 5% of the Gross Investment Sum (maximum 5%) CPF Units: Currently 1.5% of the Gross Investment Sum (maximum 1.5%)
Realisation Charge	Nil
Switching Fee	Currently 1% (maximum of 1% and minimum of $5 (in the currency of the relevant Class))

Fees payable by the Trust:

Management Fee/ Management Participation	Currently 1% per annum on the first S$10,000,000 of the Trust's assets; 1.125% per annum on amounts exceeding the first S$10,000,000 (maximum 1.125% per annum)
(a) Retained by Managers	- (a) 50% to 80% of Management Fee

(b) Paid by Managers to financial adviser (trailer fee)	- (b) 20% to 50%[1] of Management Fee
Trustee's remuneration	Currently not more than 0.05% per annum (currently not subject to any minimum amount) Maximum 0.25% per annum, subject to a minimum of S$20,000 per annum

* The Preliminary Charge is paid to the distributor and/or the Managers.

Some distributors may charge other fees which are not listed in this Prospectus, and you should check with the relevant distributor on whether there are any other fees payable to the distributor.

10. RISKS

10.1 General risks

10.1.1 Investments in the Trust are subject to different degrees of economic, political, foreign exchange, interest rate, liquidity, default, regulatory and possible repatriation risks depending on the countries that the Trust invests into.

10.1.2 You should be aware that the price of Units and the income from them may go down as well as up because the performance of the Trust may be affected by changes in the market value of securities comprised in the portfolio, which are subject to changes in interest rates, foreign exchange, economic and political conditions and the performance of the corporations whose securities are comprised in the portfolio of the Trust.

10.1.3 While the Managers believe that the Trust offers potential for capital appreciation, there is no assurance that this objective will be achieved. Past performance is not necessarily a guide to the future performance of the Trust. You may not get back your original investment.

10.1.4 Investments in the Trust are meant to produce returns over the long term and are not suitable for short-term speculation. You should not expect to obtain short-term gains from such investment.

10.2 Specific risks

10.2.1 Market Risk

The Trust is exposed to the market risk in Asian markets. The value of investments may go up and down due to changing economic, political or market conditions, or due to an issuer's individual situation.

In addition, there are risks involved when investing in Asian markets (including the China market), of a nature not generally encountered when investing in securities traded on major international markets. For example:

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

(i) government approval may be required to remove capital or profits from the country (or there may be other restrictions causing illiquidity) which may cause delays in or restrictions on removing monies and may impact on the amount of cash available to meet realisations for Units in the Trust or the ability of the Managers to manage its exposure to that market;

(ii) managing currency risks in the developing market may be more difficult due to the illiquidity of the local currency market or certain regulatory restrictions;

(iii) the developing market may experience periodic social and political unrest which can disrupt financial markets;

(iv) where the developing market relies on foreign capital inflows to fund development, withdrawal of foreign capital during periods of uncertainty can cause financial market weakness; and

(v) reporting standards applicable in the developing market may be less demanding, which may result in less complete information available when making investments.

10.2.2 Equity Risk

The Trust may invest in stocks and other equity securities and their derivatives which are subject to market risks that historically have resulted in greater price volatility than that experienced by bonds and other fixed income securities.

10.2.3 Foreign Securities Risk

Investments in securities throughout the world are subject to numerous risks resulting from market and currency fluctuations, future adverse political and economic developments, the possible imposition of restrictions on the repatriation of currency or other governmental laws or restrictions, reduced availability of public information concerning issuers and the lack of uniform accounting, auditing and financial reporting standards or of other regulatory practices and requirements comparable to those applicable to companies in your domicile. In addition, securities of companies or governments of some countries may be illiquid and their prices volatile and, with respect to certain countries, the possibility exists of expropriation, nationalisation, exchange control restrictions, confiscatory taxation and limitations on the use or removal of funds or other assets, including withholding of dividends. Some of the Trust's securities may be subject to government taxes that could reduce the yield on such securities, and fluctuation in foreign currency exchange rates may affect the value of securities and the appreciation or depreciation of investments. Certain types of investments may result in currency conversion expenses and higher custodial expenses.

10.2.4 Currency Risk

The assets and liabilities of the Trust may be denominated in currencies other than the Singapore dollar or the United States dollar and the Trust may be affected favourably or unfavourably by exchange control regulations or changes in the exchange rates between the Singapore dollar or the United States dollar and such

other currencies. If the currency in which a security is denominated appreciates against the relevant currency of a Class, the value of the security would increase. Conversely, a decline in the exchange rate of the currency would adversely affect the value of the security. The Managers may at their discretion manage the currency risks for either or both Classes of Units by hedging through forward currency contracts, currency futures, currency swap agreements or currency options. The currency derivative instruments which may be employed are subject to the risk of default by the counterparty. If the counterparty defaults, the unrealised gain on the transaction as well as some of the desired market exposure may be lost. The Trust may be exposed to different currencies and changes in the exchange rates of these currencies could result in losses for the Trust. You should note that there is no assurance that the currency risk of the Trust will be fully hedged.

10.2.5 Risks relating to Hedging

There is no guarantee that the desired hedging instruments will be available or hedging techniques will be effective. The Trust may suffer significant losses in adverse situations.

10.2.6 Derivatives Risks

The Trust may use or invest in financial derivatives for the purposes of hedging and/or efficient portfolio management. Where such financial derivatives are financial derivatives on commodities, such transactions shall be settled in cash at all times. The Trust's use of futures, options, warrants, forwards, swaps or swap options involves increased risk. If the Trust invests in such instruments, the Trust's ability to use such instruments successfully depends on the Managers' ability to accurately predict movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets. If the Managers' predictions are wrong, or if the derivatives do not work as anticipated, the Trust could suffer greater losses than if the Trust had not used the derivatives. If the Trust invests in over-the-counter derivatives, there is increased risk that a counterparty may fail to honour its contract. The Trust will not use derivatives transactions for speculation or leverage. If the Managers use such instruments, it will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented and that it has the requisite expertise and experience to manage and contain such investment risks. The global exposure of the Trust to financial derivative instruments or embedded financial derivative instruments will not exceed 100% of the net asset value of the Trust at all times. Such exposure will be calculated using the commitment approach as described in, and in accordance with the provisions of, the Code. Investments in derivatives would normally be monitored and controlled by the Managers with regular mark-to-market valuations, careful research prior to investment and compliance monitoring to ensure careful compliance with the investment restrictions set out in the Deed with regard to derivatives.

Schroders, being the group of companies to which the Managers belong, has established a Group Derivatives Committee (the "**Committee**") which reviews and monitors the adequacy and effectiveness of the processes managing operational

risks faced by Schroders from the use of derivatives, and will escalate significant issues relating to derivatives to key stakeholders.

The Committee reviews and approves funds using derivatives and new derivative instruments to ensure that the key operational risks have been identified and mitigated before the launch of the fund or execution of the instrument, and is responsible for the policy on new instruments. After approval by the Committee, new derivative instruments are recorded in a derivative-instruments register. This process is designed to ensure that new derivative instruments are assessed prior to investment by the funds to ensure that the Managers have the appropriate processes and controls in place to mitigate operational, investment and credit risks.

The Managers' fund managers have primary responsibility for ensuring that derivative transactions are consistent with the investment objective of a fund. Derivative positions are monitored to ensure that derivative usage is consistent with the fund's investment objectives and in line with the way a fund is offered. Funds are categorised by their performance/risk profiles and risk-related parameters are set for each fund category. The risk-related parameters are monitored by an independent investment risk team, and exceptions are investigated and resolved.

The Managers' fund managers are required to liaise with the risk team or portfolio compliance team to agree on how the derivative investments should be monitored and to clarify any uncertainty in relation to the interpretation of rules or monitoring requirements prior to investing or as soon as the uncertainty arises. The portfolio compliance team is responsible for performing independent compliance monitoring of investment restrictions. The compliance team ensures that the fund managers are made aware of changes to regulations, including those in relation to derivatives usage. The Managers have a system in place to monitor investment restrictions. Where the system does not have the capability to monitor a particular instrument or restriction, the monitoring process is supplemented either by in-house or external systems and/or manual processes.

10.2.7 Risks associated with investing through the Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect

The Trust may invest in China A-Shares of mainland China through the Shanghai-Hong Kong Stock Connect and/or the Shenzhen-Hong Kong Stock Connect (as further described in section (A) of the Annex to this Prospectus). In addition to the risk factors headed "Market Risk" and "Currency Risk" in paragraphs 10.2.1 and 10.2.4 above, it is also subject to the additional risks set out in the Annex to this Prospectus.

10.2.8 RMB Currency Risks

In respect of the Trust's investment in China A-Shares of mainland China through the Shanghai-Hong Kong Stock Connect and/or the Shenzhen-Hong Kong Stock Connect, you should note that RMB is currently not freely convertible and RMB convertibility from offshore RMB (CNH) to onshore RMB (CNY) is a managed currency process subject to foreign exchange control policies of and restrictions imposed by the Chinese government. The value of CNH could differ, perhaps

significantly, from that of CNY due to a number of factors including without limitation those foreign exchange control policies and repatriation restrictions.

While RMB (CNH) and RMB (CNY) represent the same currency, they are traded in different and separate markets which operate independently. As such, RMB (CNH) does not necessarily have the same exchange rate and may not move in the same direction as RMB (CNY).

The above is not an exhaustive list of the risks which you, as the potential investor, should consider before investing in the Trust.

11. SUBSCRIPTION/CANCELLATION OF UNITS

11.1 Subscription procedure

You may apply for S$ Class Units from the Managers or their appointed distributors using cash, your CPF Contributions or SRS Contributions, subject to any restrictions from time to time imposed on applications using CPF Contributions or SRS Contributions by any applicable authority. You should contact the Managers or the relevant distributors for more information on the availability of subscriptions using CPF Contributions or SRS Contributions. Presently, you may only purchase US$ Class Units from the Managers or their appointed distributors using cash.

For subscriptions using CPF Contributions or SRS Contributions, you must complete the application form provided by the Managers or any distributor appointed by the Managers. The Managers will obtain the subscription monies from your account maintained with the relevant Agent Bank or SRS Operator (as the case may be) in respect of subscriptions using CPF Contributions or SRS Contributions.

For subscriptions using cash, you must complete the application form provided by the Managers or any distributor appointed by the Managers. All applications must be accompanied with a cheque for the application monies.

11.2 Minimum initial and subsequent investment

	S$ Class Units	US$ Class Units
Minimum Initial Investment	S$1,000	US$1,000
Minimum Subsequent Investment	S$500	US$500

11.3 Issue price

The issue price per Unit of a Class on each Dealing Day shall be an amount equal to the net asset value ("**NAV**") per Unit of such Class as at the Valuation Point calculated in accordance with Clause 10(B) of the Deed. With effect from 1 October 2018, the NAV per Unit of each Class so determined may be subject to "dilution adjustment", as described in paragraph 22.1 below. The Managers may, subject to the prior approval of the Trustee, change the method of determining the issue price and the Trustee shall determine if the Holders should be informed of any such change.

The issue price for each of the US$ Class Units and S$ Class Units will be valued and quoted in US$ and S$ respectively.

11.4 Pricing basis and Dealing Deadline

Units are priced on a forward basis. This means that the issue price for Units of each Class purchased is determined after the Dealing Deadline.

The Dealing Deadline is 5 p.m. on each Dealing Day (or such other time as may be agreed between the Managers and the Trustee). For example, if you purchase Units on or before 5 p.m. on a Dealing Day, the price you pay will be based on the issue price of the Units of that Dealing Day. If you purchase Units after 5 p.m. on a Dealing Day, the price you pay will be based on the issue price of the Units on the next Dealing Day. The issue price for any Dealing Day is always calculated on the next Dealing Day.

11.5 How Units are issued

The number of Units (rounded to the nearest 2 decimal places) to be issued is calculated by dividing the Net Investment Sum by the issue price of the relevant Class.

The Net Investment Sum is derived by deducting the relevant Preliminary Charge and Duties and Charges (if any) from your Gross Investment Sum.

An example of the number of Units you will receive with an investment of $1,000 (in S$ or US$ as the case may be) and a Preliminary Charge of 5% is as follows:-

Gross Investment Sum	-	(Preliminary Charge	x	Gross Investment Sum)	=	Net Investment Sum
$1,000.00	-	(5%	x	$1,000.00)	=	$950.00

Net Investment Sum	/	Notional issue price (NAV per Unit of the relevant Class)	=	Number of Units allotted
$950.00	/	$1.000*	=	950.00

This example is on the assumption that there are no Duties and Charges payable.

* Notional issue price is used for illustrative purposes only and should not be construed as a forecast, prediction or projection of the future or likely performance of the Trust. The issue price for each Class is determined in accordance with paragraph 11.3 of this Prospectus.

The Managers may on any day differentiate between applicants as to the amount of the Preliminary Charge and may on any day of the issue of Units allow any applicants a discount on the Preliminary Charge, in accordance with the provisions of the Deed.

11.6 Confirmation of purchase

A statement of account is normally issued within ten (10) Business Days from the date of receipt of the application form and subscription monies by the Managers.

11.7 Cancellation of subscription of Units

Subject to the provisions of the Deed and to the Managers' terms and conditions for cancellation of subscription of Units in the cancellation form to be provided together with the application form for Units, you may cancel your subscription for Units by giving written notice or by submitting the cancellation form to the Managers or their appointed distributors within 7 calendar days (or such longer period as may be agreed between the Managers and the Trustee) from the date of your initial subscription. However, you will have to take the risk for any price changes in the NAV of the Trust since the time of your subscription.

You should refer to the terms and conditions for cancellation of subscription attached to the cancellation form before purchasing Units in the Trust.

12. MONTHLY INVESTMENT PLAN

12.1 The Managers may from time to time at their sole discretion offer Monthly Investment Plans for the Trust. Where you are a member of a Monthly Investment Plan ("**MIP**"), the minimum monthly investment is $100 (in the currency of the relevant Class) Provided That you have invested the minimum initial investment amount (as specified in paragraph 10.2 of this Prospectus) for that Class of Units.

You may purchase Units under the MIP through (a) GIRO (for Cash Units), (b) CPF Contributions (for CPF Units) or (c) SRS Contributions (for SRS Units), subject to any restrictions imposed from time to time on applications using CPF Contributions or SRS Contributions by any applicable authority. You should contact the Managers or the relevant distributors for more information. Under the MIP (i) subscription monies are deducted on the 12th day of each month under GIRO and (ii) subscription applications are submitted to the Agent Bank or SRS Operator (as the case may be) on the Business Day following the 15th day of each month in respect of CPF Contributions and SRS Contributions respectively. Units are allotted as at the 15th day of each month (or the next Business Day if the 15th day is not a Business Day), subject to receipt of cleared funds from the Holders' GIRO account, the Agent Bank or SRS Operator (as the case may be) thereafter.

The Managers are currently offering a MIP to investors of the S$ Class Units only. If the Managers make the MIP available to investors of the US$ Class Units, payment shall be made via GIRO or such other mode of payment acceptable to the Managers.

12.2 You may cease participation in the MIP without any penalty, by giving thirty (30) days' written notice to the Managers.

13. REALISATION OF UNITS

13.1 Realisation procedure

A Holder may at any time during the life of the Trust request in writing (a "**Realisation Request**") to realise all or any Units held by him, subject to paragraph 13.1 of this Prospectus.

Such realisation may be effected by purchase by the Managers (and shall be so effected if the Realisation Request so specifies) or by the cancellation of the Units and the payment of the Realisation Price out of the Deposited Property or partly one and partly the other.

13.2 Minimum Holding and Minimum Realisation Amount

The Minimum Holding of Units is S$1,000 for the S$ Class Units and US$1,000 for the US$ Class Units. A Holder shall not be entitled to realise part of his holding of Units without the approval of the Managers and the Trustee if, as a result of such realisation of Units, his holding would be reduced to less than the Minimum Holding for the relevant Class of Units. Unless the Managers in any particular case, or generally otherwise agree, a Holder shall not be entitled to realise Units other than in amounts of at least such number of Units which may be realised for a gross realisation amount of S$500 for the S$ Class Units and US$500 for the US$ Class Units.

13.3 Dealing Deadline and pricing basis

Units are priced on a forward basis. This means that the Realisation Price for Units realised is determined after the Dealing Deadline.

The Dealing Deadline is 5 p.m. on each Dealing Day (or such other time as may be agreed between the Managers and the Trustee). For example, if you realise Units on or before 5 p.m. on a Dealing Day, the realisation proceeds will be based on the Realisation Price of the Units of that Dealing Day. If you realise Units after 5 p.m. on a Dealing Day, the realisation proceeds will be based on the Realisation Price of the Units on the next Dealing Day. The Realisation Price for any Dealing Day is always calculated on the next Dealing Day.

13.4 How the realisation proceeds are calculated

The Realisation Price per Unit of a Class on each Dealing Day shall be an amount equal to the NAV per Unit of such Class as at the Valuation Point calculated in accordance with Clause 12(F) of the Deed. With effect from 1 October 2018, the NAV per Unit of each Class so determined may be subject to "dilution adjustment", as described in paragraph 22.1 below. No Realisation Charge is imposed by the Managers. The Managers may, subject to the prior approval of the Trustee, change the method of determining the Realisation Price, and the Trustee shall determine if Holders should be informed of any such changes.

The realisation proceeds paid to a Holder will be the Realisation Price per Unit multiplied by the number of Units realised, less any applicable Duties and Charges. An example of the realisation proceeds a Holder will receive from realising 1000 Units is as follows:-

Number of Units realised	X	Notional Realisation Price (NAV per Unit of the relevant Class)	=	Realisation proceeds
1000 Units	X	$1.100*	=	$1,100

This example is on the assumption that there are no Duties and Charges payable.

* Notional Realisation Price used for illustrative purposes only and should not be construed as a forecast, prediction or projection of the future or likely performance of the Trust. The Realisation Price per Unit of the relevant Class is determined in accordance with this paragraph.

If the Realisation Request in respect of Units of any Class is more than ten per cent of the total value of all the Units of such Class then in issue or deemed to be in issue, the Managers

shall have the right, instead of purchasing the said Units of such Class at the price calculated as provided above, to elect by notice in writing to the Holder to purchase the said Units of such Class at the aggregate price referred to in Clause 12(G) of the Deed.

13.5 Period and method of payment

The realisation proceeds are paid to Holders within seven (7) Business Days (or such other period as may be prescribed by the Authority) following the receipt of the Realisation Request.

Any monies payable to a Holder in respect of:

13.5.1 CPF Units shall be paid by transferring the said amounts to the relevant Agent Bank for credit of such Holder's CPF Investment Account or where such account has been terminated, for credit of such Holder's Ordinary Account or otherwise in accordance with the provisions of the Regulations;

13.5.2 Cash Units shall be paid by cheque sent through the post to the Holder at the address of such Holder, or in the case of Joint Holders, to all Joint Holders at the address appearing in the Register. In the case of Joint Holders, the cheque shall be made payable to the Joint Holder first named in the Register; and

13.5.3 SRS Units shall be paid by transferring the said amounts to the relevant SRS Operator for credit of such Holder's SRS Account or where such account has been terminated, to the Holder in accordance with any applicable laws, regulations or guidelines.

For CPF Units, payment as set out in sub-paragraph 13.5.1 above shall be a satisfaction of the monies payable and the receipt of the relevant Agent Bank or CPF Board (as the case may be) shall be a good discharge to the Managers or the Trustee (as the case may be). For Cash Units, payment of the cheque by the banker upon whom it is drawn shall be a satisfaction of the monies payable. For SRS Units, payment as set out in sub-paragraph 12.5.3 shall be a satisfaction of the monies payable and the receipt of the relevant SRS Operator shall be a good discharge to the Managers or the Trustee (as the case may be). Where an authority in that behalf shall have been received by the Trustee or the Managers in such form as the Trustee shall consider sufficient, the Trustee or the Managers (as the case may be) shall pay the amount due to any Holder to his bankers or other agent and the receipt of such bankers or other agent shall be a good discharge therefor. No amount payable to any Holder shall bear interest.

If a Holder is resident outside Singapore, the Managers shall be entitled to deduct from the total amount which would otherwise be payable on the purchase from the Holder, an amount equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if the Holder had been resident in Singapore.

14. SWITCHING OF UNITS

14.1 Switching between funds

14.1.1 Subject to the Managers' absolute discretion to reject any Switching Notice without assigning any reason therefor and the provisions of Clause 12(B) of the Deed, Holders may request to switch all or any part of their Units of any Class into the

units of any other trust managed, or any other collective investment scheme (whether authorised or recognised under the SFA) made available for investment, by the Managers ("**new Trust**") in accordance with the provisions in Clause 12(J) to (M) of the Deed, Provided That CPF Units and SRS Units of such Class may only be switched into a new Trust which is a CPF Included Fund or available for investment using SRS monies respectively, subject to any restrictions imposed from time to time on applications using CPF Contributions or SRS Contributions by any applicable authority. Holders should contact the Managers or the relevant distributors for more information. No switching is permitted if realisation of the Units of such Class is suspended or if the issue of units of the new Trust is suspended on the relevant dealing day of such Class or the new Trust (as the case may be).

14.1.2 Where a Holder switches Units of any Class to units of a new Trust, the Realisation Price of Units of such Class shall be the NAV per Unit of such Class on the relevant Dealing Day on which a Switching Notice is received and accepted by the Managers. The Managers shall not impose a Preliminary Charge in relation to the new Trust but shall be entitled to deduct a Switching Fee from the realisation proceeds from the said Class. Units of the new Trust shall be issued at the NAV of the new Trust on a dealing day of the new Trust to be determined, as soon as practicable, by the Managers. With effect from 1 October 2018, the NAV per Unit of each Class may be subject to "dilution adjustment", as described in paragraph 22.1 below.

14.1.3 The Switching Fee shall not exceed one (1) per cent of such realisation proceeds PROVIDED THAT such fee shall not be less than US$5 (for US$ Class Units) and S$5 (for S$ Class Units) or such other amount as may from time to time be determined by the Managers. The Switching Fee shall be retained by the Managers for their own benefit. The Managers may on any day differentiate between Holders who switch units as to the rate of the Switching Fee PROVIDED ALWAYS THAT such rate shall be within the limits specified in this paragraph and the Managers may on any day grant to any person a discount on the Switching Fee as they think fit. No such discount shall exceed the amount of the Switching Fee and the discount shall be deducted from the Switching Fee otherwise due.

14.1.4 To request for a switching of Units, a Holder must deliver a duly completed Switching Notice to the Managers. In order for a Switching Notice to be effected on a particular Dealing Day of a Class, it must be received by the Managers not later than the Dealing Deadline on that Dealing Day. If any Switching Notice is received after the Dealing Deadline on that Dealing Day or received on any day which is not a Dealing Day, such Switching Notice shall be treated as having been received before the Dealing Deadline on the next Dealing Day.

15. OBTAINING PRICES OF UNITS

15.1 The indicative NAV per Unit of each Class is published at the Managers' website at http://www.schroders.com.sg one (1) Business Day after the relevant Dealing Day and is also available from the Managers.

15.2 The indicative NAV per Unit of each Class is also published in The Straits Times and The Business Times on a periodic basis.

Please note that the frequency of the publication of the prices is dependent on the publication policies of the publisher concerned. Schroders does not accept any responsibility for any errors in the prices published in any publication or for any non-publication of prices by such publisher and shall incur no liability in respect of any action taken or loss suffered by anyone in reliance upon such publication.

16. SUSPENSION OF DEALINGS

16.1 Subject to the provisions of the Code, the Managers may, with the approval of the Trustee, suspend the issue, realisation and/or cancellation of Units of the Trust or in respect of any Class and/or the determination of the net asset value of the Trust or any Class during:

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

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

16.1.3 during any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments or the current price on any Recognised Stock Exchange or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained (including any period when the fair value of a material proportion of the Authorised Investments cannot be determined);

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

16.1.5 for 48 hours (or such longer period as the Managers and Trustee may agree) prior to the date of any meeting of Holders of the Trust or such Class (or any adjourned meeting thereof) convened in accordance with the provisions of the Schedule to the Deed for the purposes of, *inter alia*, determining the total number and value of all the Units in issue and reconciling the number of Units stated in proxy forms received from Holders of the Trust or such Class against the number of Units stated in the Register;

16.1.6 such circumstances as may be required under the provisions of the Code.

16.2 Such suspension shall take effect forthwith upon such date as determined by the Managers and subject to the provisions of the Code, shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other condition under which suspension is authorised under this paragraph shall exist. The Managers shall give notice in writing to the Trustee of the commencement and termination of any such suspension.

Subject to the provisions of the Code, the Trustee may (after consulting the Managers) instruct the Managers to temporarily suspend the realisation of Units during any period of

substitution or adjustment (if any) of the value of the assets used in determining the Realisation Price in accordance with the provisions in the Deed.

The Managers shall suspend all dealings in Units of the Trust during any period as the Authority may direct and such suspension shall comply with the terms set out in the order, notice or directive issued by the Authority.

17. PERFORMANCE OF THE TRUST

17.1 Past Performance of the Trust and benchmark

The returns of the Trust and benchmark over the last 1, 3, 5 and 10 years and since inception (as at 29 March 2019) are as follows:-

S$ Class Units

	1 year	3 years	5 years	10 years	Since launch*
	Total Return	**Average Annual Compounded Return**			
Schroder Asian Growth Fund (NAV-to-NAV (taking into account the Preliminary Charge))	-4.41%	14.89%	9.83%	14.02%	8.87%
Benchmark	-1.93%	12.13%	7.94%	10.06%	6.21%

* The launch date of the S$ Class Units was 8 May 1991.

Source: Schroders; Basis of calculation: S$, net dividends reinvested

US$ Class Units

	1 year	3 years	5 years	10 years	Since launch*
	Total Return	**Average Annual Compounded Return**			
Schroder Asian Growth Fund (NAV-to-NAV (taking into account the Preliminary Charge))	-7.46%	14.66%	8.21%	15.35%	10.91%
Benchmark	-5.06%	11.91%	6.34%	11.33%	9.20%

* The launch date of the US$ Class Units was 30 April 2004.

Source: Schroders; Basis of calculation: US$, net dividends reinvested

Prior to 1 March 2013, the benchmark against which the performance of the Trust was measured was the MSCI All Country Far East Ex-Japan Index (Gross Dividend Reinvested). With effect from 1 March 2013, the benchmark was changed from the MSCI All Country Far East Ex-Japan Index (Gross Dividend Reinvested) to the MSCI All Country Far East Ex-Japan Index (Net Dividend Reinvested) (the "**Old Benchmark**") in order to provide a fairer comparison between the performance of the Trust, which was reported net of expenses (including tax), and the performance of the benchmark, which was reported net of tax. The performance of the MSCI All Country Far East Ex-Japan Index (Gross Dividend Reinvested) was chainlinked to the Old Benchmark.

With effect from 1 March 2016, the benchmark was changed from the Old Benchmark to the MSCI All Country Asia ex Japan Index (Net Dividend Reinvested) (the "**New Benchmark**"). The change of benchmark is in order to reflect the expansion of the Trust's investment universe and approach to include exposure to India with effect from 1 March 2016. The performance of the Old Benchmark will be chainlinked to the New Benchmark.

You should note that the past performance of the Trust is not necessarily indicative of the future performance of the Trust.

17.2 Expense ratios

The expense ratio for S$ Class Units based on the figures in the Trust's latest audited accounts for the period 1 January 2018 to 31 December 2018 is 1.35%.

The expense ratio for US$ Class Units based on the figures in the Trust's latest audited accounts for the period 1 January 2018 to 31 December 2018 is 1.35%.

The expense ratios are calculated in accordance with the Investment Management Association of Singapore's (IMAS) guidelines on the disclosure of expense ratios. The following expenses (where applicable) are excluded from calculating the Trust's expense ratio:-

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

(b) foreign exchange gains and losses of the Trust, whether realised or unrealised;

(c) front-end loads, back-end loads and other costs arising on the purchase or sale of a foreign unit trust or mutual fund;

(d) tax deducted at source or arising on income received including withholding tax;

(e) interest expense; and

(f) dividends and other distributions paid to Holders.

17.3 Turnover ratio

The turnover ratio (calculated in accordance with the Code) of the Trust's portfolio for the period from 1 January 2018 to 31 December 2018, calculated based on the lesser of purchases or sales of underlying investments of the Trust expressed as a percentage over the daily average NAV of the Trust, is 12.92%.

18. SOFT DOLLAR COMMISSIONS/ARRANGEMENTS

18.1 In their management of the Trust, the Managers may accept soft dollar commissions from, or enter into soft dollar arrangements with, stockbrokers who execute trades on behalf of the Trust and the soft dollars received are restricted to the following kinds of services:

18.1.1 research and price information;

18.1.2 performance measurement;

18.1.3 portfolio valuations; and

18.1.4 analysis and administration services.

18.2 The Managers may not receive or enter into soft dollar commissions or arrangements unless (a) such soft dollar commissions or arrangements shall reasonably assist the Managers in their management of the Trust, (b) best execution is carried out for the transactions, and (c) no unnecessary trades are entered into in order to qualify for such soft dollar commissions or arrangements. The Managers shall not receive goods and services such as travel, accommodation and entertainment.

19. CONFLICTS OF INTEREST

19.1 The Managers may from time to time have to deal with competing or conflicting interests between the other unit trusts which are managed by the Managers and the Trust. For example, the Managers may make a purchase or sale decision on behalf of some or all of their other unit trusts without making the same decision on behalf of the Trust, as a decision whether or not to make the same investment or sale for the Trust depends on factors such as the cash availability and portfolio balance of the Trust. However, the Managers will use reasonable endeavours at all times to act fairly and in the interests of the Trust. In particular, after taking into account the availability of cash and the relevant investment guidelines of the other unit trusts managed by the Managers and the Trust, the Managers will endeavour to ensure that securities bought and sold will be allocated proportionately as far as possible among the Trust and the other unit trusts managed by the Managers.

19.2 The factors which the Managers will take into account when determining if there are any conflicts of interest as described in the paragraph above include the assets (including cash) of the Trust as well as the assets of the other unit trusts managed by the Managers. To the extent that another unit trust managed by the Managers intends to purchase substantially similar assets, the Managers will ensure that the assets are allocated fairly and proportionately and that the interests of all investors are treated equally between the Trust and the other unit trusts.

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

20. REPORTS

20.1 The financial year-end of the Trust is 31 December. All records and books relating to the Trust will be kept and maintained in S$. The semi-annual report and semi-annual Accounts of the Trust shall be sent or made available to Holders of Units in the Trust within 2 months of the financial half-year end i.e. 30 June (or such other period as may be permitted by the Authority).

20.2 The annual report, annual audited Accounts and the auditor's report on the annual Accounts of the Trust shall be sent or made available to Holders of Units in the Trust within 3 months (or such other period as may be permitted by the Authority) from the end of the financial year.

21. QUERIES AND COMPLAINTS

All enquiries and complaints relating to the Trust should be directed to the Managers, Schroder Investment Management (Singapore) Ltd, at telephone number (65) 6534 4288.

22. OTHER MATERIAL INFORMATION

22.1 Dilution and Dilution Adjustment (Implemented with effect from 1 October 2018)

The Trust is single priced and may suffer a reduction in value as a result of the transaction costs incurred in the purchase and sale of its underlying investments and the spread between the buying and selling prices of such investments caused by subscriptions, redemptions and/or switching in and out of the Trust. This is known as "dilution". In order to counter this and to protect Holders' interests, the Managers will apply "dilution adjustment" as part of its daily valuation policy. This will mean that in certain circumstances, the Managers (if in their opinion in good faith it is in the interest of Holders to do so) will make adjustments in the calculations of the NAV per Unit, to counter the impact of dealing and other costs on occasions when these are deemed to be significant, as further described below.

In the usual course of business, the application of a dilution adjustment will be triggered mechanically and on a consistent basis.

The need to make a dilution adjustment will depend upon the net value of subscriptions, switching and redemptions received by the Trust for each Dealing Day. The Managers therefore reserve the right to make a dilution adjustment where the Trust experiences a net cash movement which exceeds a threshold set by the Managers from time to time of the previous Dealing Day's total NAV.

The Managers may also make a discretionary dilution adjustment if, in its opinion, it is in the interest of existing Holders to do so.

Where a dilution adjustment is made, it will increase the NAV per Unit when there are net inflows into the Trust and decrease the NAV per Unit when there are net outflows. The NAV per Unit of each Class will be calculated separately but any dilution adjustment will, in percentage terms, affect the NAV per Unit of each Class identically.

As dilution is related to the inflows and outflows of money from the Trust, it is not possible to accurately predict whether dilution will occur at any future point in time. Consequently, it

is also not possible to accurately predict how frequently the Managers will need to make such dilution adjustments.

Because the dilution adjustment for the Trust will be calculated by reference to the costs of dealing in the underlying investments of the Trust, including any dealing spreads, which can vary with market conditions, this means that the amount of the dilution adjustment can vary over time, but will not exceed 2% of the NAV per Unit on the relevant Dealing Day.

22.2 Distributions of Income

Currently, the Managers intend to declare quarterly distributions at a variable percentage per annum, of the NAV per Unit to Holders of the S$ Class and the US$ Class on or around 31 March, 30 June, 30 September and 31 December of each year.

The Managers have the discretion to determine whether a distribution is to be declared. Subject to the provisions of the Deed, the Managers have the discretion to review and make changes to the distribution policy (including the distribution amount, the dates of the distributions and the frequency of distribution) from time to time.

Subject to the provisions of the Deed, if income generated from the investments of the Trust is insufficient to pay distributions as declared, the Managers may (with the consent of the Trustee) determine that such distributions be paid from the capital of the relevant Class. Where distributions are paid out of the capital of the relevant Class, the NAV of the relevant Class will be reduced.

A Holder may at any time request in writing for the automatic reinvestment of all but not part of the distributions to be received by him in the purchase of further Units.

Unless specifically instructed in writing by the relevant Holder, any distribution payable to a Holder for an amount that is below S$50 or its equivalent shall be automatically reinvested into new Units of the relevant Class on the relevant payment date of the distribution. This will not apply to distributions payable into a Holder's CPF Investment Account or SRS Account or distributions payable in respect of Units subscribed using cash through any agent or distributor of the Managers.

Where a distribution payment has been made to a Holder via a cheque and such cheque has expired (i.e. the cheque is un-presented for six months since the date of its issue), unless specifically instructed in writing by that Holder, any subsequent distribution payable to him shall be automatically reinvested into new Units of the relevant Class on the relevant payment date of the distribution.

22.3 Transfer of Units

In respect of Cash Units, every Holder shall be entitled to transfer the Units or any of the Units held by him by an instrument in writing in common form (or in such other form as the Managers and the Trustee may from time to time approve); Provided That no transfer of part of a holding of Units shall be registered without the approval of the Managers and the Trustee if in consequence thereof either the transferor or the transferee would be the Holder of less than the Minimum Holding. Notwithstanding the foregoing or any other provision of the Deed, a minor's title to or interest in any Units before he has attained the age of 21, shall only be transferred if permitted by law or in accordance with the law. In respect of Units that are purchased or subscribed for using monies from a Holder's CPF Investment Account or

SRS Account, no transfer of CPF Units or SRS Units shall be permitted. A fee may be charged by the Managers for the registration of a transfer.

22.4 Duration and Termination of the Trust

The Trust is of indeterminate duration but may be terminated in the following circumstances:-

22.4.1 by either the Trustee or the Managers in their absolute discretion by not less than one year's notice in writing to the other given so as to expire at the end of the year 2005 or thereafter at the end of each fifteen-year period. Either the Trustee or the Managers shall be entitled by notice in writing as aforesaid to make the continuation of the Trust beyond any such date conditional on the revision to its or their satisfaction at least three months before the relevant date of its or their remuneration under the Deed. In the event that the Trust shall be terminated or discontinued, the Managers shall give notice thereof to all Holders not less than six months in advance;

22.4.2 subject to section 295 of the SFA, by the Trustee by notice in writing in any of the following events:

(i) if the Managers shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver or judicial manager is appointed in respect of any of their assets or if any encumbrancer shall take possession of any of their assets or if they shall cease business;

(ii) if in the opinion of the Trustee the Managers shall be incapable of performing or shall in fact fail to perform their duties satisfactorily or shall do any other thing which in the opinion of the Trustee is calculated to bring the Trust into disrepute or to be harmful to the interests of the Holders, PROVIDED ALWAYS THAT if the Managers shall be dissatisfied with such opinion the matter shall be referred to arbitration in Singapore in accordance with the Arbitration Act, Chapter 10 of Singapore, before a sole arbitrator who shall be a member of The Institute of Certified Public Accountants of Singapore, to be agreed between the parties or, in default of agreement, appointed by the President for the time being of the said Institute, and whose decision shall be final and binding;

(iii) if any law shall be passed or any direction is given by the Authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Trust;

(iv) if within the period of three months from the date of the Trustee expressing in writing to the Managers the desire to retire, the Managers shall have failed to appoint a new trustee within the terms of Clause 29 of the Deed; or

(v) if the Authority revokes or withdraws the authorisation of the Trust;

22.4.3 by the Managers in their absolute discretion by notice in writing:

(i) if the aggregate value of the Deposited Property shall be less than S$5,000,000;

(ii) if any law shall be passed or any direction is given by the Authority which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Trust; or

(iii) if the Authority revokes or withdraws the authorisation of the Trust; or

22.4.4 by Extraordinary Resolution of a Meeting of the Holders of the Trust duly convened and held in accordance with the provisions contained in the Schedule to the Deed and such termination shall take effect from the date on which the said Extraordinary Resolution is passed or such later date (if any) as the said Extraordinary Resolution may provide.

A Class may be terminated (i) by the Managers if the Value of the Deposited Property attributable to such Class is less than S$3 million or its equivalent in US$ at any time; or (ii) by an Extraordinary Resolution of the Holders of the relevant Class duly convened and held in accordance with the provisions contained in the Schedule to the Deed.

The party terminating the Trust or the relevant Class shall give notice thereof to the other party and the Holders fixing the date at which such termination is to take effect and the date shall not be less than six months after the service of such notice. In the event of a termination of the Trust or any Class for whatever reason, the Managers shall give the Authority written notice of the proposed termination at least seven days (or such other number of days as may be allowed by the Authority) before the relevant termination date of the Trust or such Class.

22.5 Securities Lending or Repurchase Transactions

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

22.6 Exclusion of Liability

22.6.1 The Trustee and the Managers shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.

22.6.2 Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any endorsement on any transfer or form of application, endorsement or other document (sent by mail, facsimile, electronic means or otherwise) affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Managers respectively shall nevertheless be entitled but not bound to require that the signature of any Holder or joint Holder to any document required to be signed by

him under or in connection with the Deed shall be verified to its or their reasonable satisfaction.

22.6.3 The Trustee and the Managers shall incur no liability to the Holders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the Deed, neither the Trustee nor the Managers shall be under any liability therefor or thereby.

22.6.4 Any indemnity expressly given to the Trustee or the Managers in the Deed is in addition to and without prejudice to any indemnity allowed by law; Provided Nevertheless That any provision of the Deed shall be void insofar as it would have the effect of exempting the Trustee or the Managers from or indemnifying them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties where they fail to show the degree of diligence and care required of them having regard to the provisions of the Deed.

22.6.5 In no event shall a Holder have or acquire any rights against the Trustee and the Managers or either of them unless expressly conferred upon such Holder by the Deed nor shall the Trustee be bound to make any payment to any Holder except out of funds held by or paid to it for that purpose under the provisions of the Deed.

22.6.6 The Managers shall not incur any liability to or be responsible for any losses suffered or expenses incurred by the Trustee, the Holders or any other person by reason of any error of law or any matter or thing done or suffered or omitted to be done by the Managers or their employees, officers or agents in good faith hereunder in the absence of fraud or negligence of or other liability imposed by law on the Managers, or their employees, officers or agents.

22.6.7 The Managers shall be entitled to exercise the rights of voting conferred by any of the Deposited Property in what they may consider to be the best interests of the Holders, but neither the Managers nor the Trustee shall be under any liability or responsibility in respect of the management of the Authorised Investment in question nor in respect of any vote action or consent given or taken or not given or not taken by the Managers whether in person or by proxy, and neither the Trustee nor the Managers nor the holder of any such proxy or power of attorney shall incur any liability or responsibility by reason of any error of law or mistake of fact or any matter or thing done or omitted or approval voted or given or withheld by the Trustee or Managers or by the holder of such proxy or power of attorney under the Deed and the Trustee shall be under no obligation to anyone with respect to any action taken or caused to be taken or omitted by the Managers or by any such proxy or attorney.

22.6.8 Except if and so far as otherwise expressly provided in the Deed, the Trustee shall as regards all the trusts, powers, authorities and discretions vested in it have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and time for the exercise thereof and in the absence of fraud or negligence the Trustee shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

22.6.9 Nothing in the Deed shall be construed so as to prevent the Managers and the Trustee in conjunction or the Managers or the Trustee separately from acting as managers or trustees of trusts separate and distinct from the Trust.

22.6.10 The Trustee shall not be under any liability on account of anything done or suffered by the Trustee in good faith in accordance with or in pursuance of any request or advice of the Managers. Whenever pursuant to any provision of the Deed any certificate, notice, instruction or other communication is to be given by the Managers to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Managers by any two persons whose signature the Trustee is for the time being authorised by the Managers under their common seal to accept and may act on facsimile instructions given by authorised officers of the Managers (as the Managers may specify in writing to the Trustee from time to time).

22.6.11 The Trustee may act upon any advice of or information obtained from the Managers or any bankers, accountants, brokers, computer experts, lawyers or other persons acting as agents or advisers of the Trustee or the Managers and the Trustee shall not be liable for anything done or omitted or suffered in reliance upon such advice or information. The Trustee shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such banker, accountant, broker, computer expert, lawyer or other person as aforesaid or of the Managers except where the Managers or agents are acting on behalf of the Trustee with its authority in relation to the keeping of the Register. Any such advice or information may be obtained or sent by letter, electronic mail or facsimile letter, and the Trustee shall not be liable for acting on any advice or information purported to be conveyed by any such letter, electronic mail or facsimile letter, although the same contains some error or shall not be authentic.

22.7 Value of Authorised Investments

"**Value**", except where otherwise expressly stated and subject always to the requirements of the Code, means with reference to Authorised Investments which are:

(i) deposits placed with a Bank or other financial institutions and bank bills, shall be determined by reference to the face value of such Authorised Investments and the accrued interest thereon for the relevant period;

(ii) a unit or share in a unit trust or mutual fund or collective investment scheme shall be valued at the latest published or available net asset value per unit or share, or if no net asset value is published or available, then at their latest available realisation price;

(iii) not quoted on any Recognised Stock Exchange (other than any deposit or bank bill or unit or share in a unit trust or mutual fund or collective investment scheme referred to in paragraphs (i) and (ii) above), shall be calculated by reference to, but not limited to, the price of the investment if it is a component in a recognised bond index; or evaluated calculation from a reputable pricing vendor; or the mean of bid prices quoted by reputable institutions in the over-the-counter or telephone market at the close of trading in the relevant market on which the particular Authorised Investment is traded; or the price of the relevant investment as quoted by a person, firm or institution making a market in that investment, if any (and if there shall be more than one such market maker, then such market maker as the Managers may designate);

(iv) quoted on any Recognised Stock Exchange, shall be calculated firstly by reference to the official closing price (however described and calculated under the rules of the relevant Recognised Stock Exchange) and, if no official closing price is available, by the last transacted price on such Recognised Stock Exchange and, by the official closing price at the end of prior day(s) where reasonable; and

(v) an Authorised Investment other than as described above, shall be valued in such manner and at such time or times as the Managers after consultation with the Trustee shall from time to time determine.

Provided That, if the quotations referred to in (ii), (iii) or (iv) above are not available, or if the Value of the Authorised Investments determined in the manner described in (i) to (v) above, in the opinion of the Managers, do not represent a fair value of such Authorised Investment, then the Value shall be any reasonable value as may be determined by the Managers or by a person determined by the Managers as being qualified to value and approved by the Trustee. The fair valuation shall be determined with due care and good faith and the basis for determining the fair value of the Authorised Investment documented.

Provided Further That (a) the prior approval of the Trustee shall be required for any change in the method of determining the Value and any change in the timing of such valuation from the Valuation Point; (b) the Managers shall inform the Holders by notice in writing of any change in the method of determining the Value, if so required by the Trustee; and (c) the Trustee shall determine whether the Holders should be informed of any such change.

22.8 Investment Restrictions

The investment and borrowing restrictions of Appendix 1 of the Code shall apply to the Trust. The CPFIS Guidelines shall also apply to the Trust.

22.9 Anti-Money Laundering

The Trustee or the Managers or their associates may take any action which the Trustee or the Managers or their associates, in its sole and absolute discretion, considers appropriate so as to comply with any law, regulation, request of a public or regulatory authority or any group policy of the Trustee or the Managers which relate to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to any persons or entities which may be subject to sanctions (collectively "**Relevant Requirements**"). Such action may include, but is not limited to, the interception and investigation of transactions in relation to the Holders (particularly those involving the

international transfer of funds) including the source of or intended recipient of funds paid in or out in relation to the Holders and any other information or communications sent to or by the Holders or on the Holders' behalf. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions in respect of the Holders or the Trustee or the Manager's performance of their obligations under this Deed, but where possible, the Trustee or the Managers will endeavour to notify the Holders of the existence of such circumstances. Neither the Trustee or the Managers nor any member of their associates will 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 or caused in whole or in part by any actions which are taken by the Trustee or the Managers or any agent or any member of their associates to comply with the Relevant Requirements (including, without limitation, those actions referred to in this paragraph).

22.10 Compulsory Realisations of Units

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

(a) any Holder:

(i) who, in the opinion of the Managers, is or may be in breach of any applicable law or regulation in any jurisdiction; or

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

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

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

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

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

(i) may cause a detrimental effect on the tax status of the Trust in any jurisdiction or on the tax status of the Holders of the Trust; or

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

(d) any Holder who fails any anti-money laundering, anti-terrorist financing or know-your-client checks, or who is unable or unwilling to provide information and/or documentary evidence requested by the Managers for the purposes of any anti-money laundering, anti-terrorist financing or know-your-client checks.

22.11 Taxation in Singapore

The following is a summary of certain Singapore tax consequences in relation to the Trust. This summary is based on the existing provisions of relevant tax law and the regulations thereunder, the circulars issued by the Authority and practices in effect as at the date of registration of this Prospectus, all of which are subject to change and differing interpretations, either on a prospective or retroactive basis. The summary is not intended to constitute a complete analysis of all the tax consequences relating to a participation in the Trust. Prospective investors should consult their own tax advisers concerning the tax consequences of their particular situations, including the tax consequences arising under the laws of any other tax jurisdiction, which may be applicable to their particular circumstances. The summary does not constitute tax or legal advice.

It is emphasised that neither the Trustee nor the Managers or any persons involved in the issuance of the Units accept responsibility for any tax effects or liabilities resulting from the acquisition, holding or disposal/redemption of the Units.

Income tax

Singapore income tax is imposed on income accruing in or derived from Singapore and on foreign-sourced income received or construed to be received in Singapore, subject to certain exceptions. Currently, the corporate income tax rate in Singapore is 17%.

Gains on disposal of investments

Singapore does not impose tax on capital gains. However, gains from the disposal of investments may be construed to be of an income nature and subject to Singapore income tax. The determination of whether the gains from disposal of investments are income or capital in nature is based on a consideration of the facts and circumstances of each case. Generally, gains on disposal of investments are considered income in nature and sourced in Singapore if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore.

As the investment and divestment of assets of the Trust are managed in Singapore by the Manager, the income earned by the Trust may be considered to be sourced in Singapore and subject to Singapore income tax, unless the income is exempted from tax pursuant to section 13X of the Income Tax Act (Cap. 134) (the "**ITA**") and the Income Tax (Exemption of Income Arising from Funds Managed in Singapore by Fund Manager) Regulations 2010 (collectively referred to as the "**Tax Exemption Scheme**").

The Tax Exemption Scheme

The Trust has been approved by the Authority for the Tax Exemption Scheme under section 13X of the ITA with effect from 30 May 2015.

Under the Tax Exemption Scheme, "specified income" derived from "designated investments" by an "approved person" will be exempt from tax in Singapore, if the "approved person" is managed in Singapore by a fund manager and certain prescribed conditions are met.

To qualify for the Tax Exemption Scheme in a particular year, the Trust must meet the following conditions:

(a) The Trust must be managed or advised directly throughout each basis period relating to any year of assessment by a fund management company ("**FMC**") in Singapore, where the FMC:

(i) must hold a capital markets services ("**CMS**") licence for the regulated activity of fund management under the SFA or is exempt from the requirement to hold such a licence under the SFA, or as otherwise approved by the Minister for Finance or such other persons as he may appoint; and

(ii) must employ at least three investment professionals ("investment professionals" refer to persons who are earning more than S$3,500 per month and must be engaging substantially in the qualifying activity, e.g. portfolio managers, research analysts and traders);

(b) The Trust must incur at least S$200,000 business spending (according to accounting principles and includes, but is not limited to, the following expenses paid to Singapore entities: management fees, and other operating costs) in Singapore in each basis period relating to any year of assessment;

(c) The Trust must not change its investment objective/strategy after being approved for the Tax Exemption Scheme unless such change is for bona fide commercial purposes and the change is approved by the Authority before the effective date of change in strategy;

(d) The Trust does not concurrently enjoy other tax incentive schemes; and

(e) The Trust meets such other conditions as specified in the letter of approval issued by the Authority.

If the Trust fails to satisfy the specific conditions for any basis period, the Trust will not enjoy the tax exemption on "specified income" derived from "designated investments" for that basis period. The Trust can, however, enjoy the tax exemption in any subsequent period if it is able to satisfy the specified conditions in that subsequent period.

"**Specified income**"[2] is defined as:

Any income or gains derived from designated investments specified in the list of "**designated investments**", but does not include the following;

(a) interest and other payments that fall within the ambit of section 12(6) of the ITA other than –

(i) interest derived from deposits held in Singapore with, and certificates of deposit issued by, any approved bank as defined in section 13(16) of the ITA and from Asian Dollar Bonds approved under section 13(1)(v) of the ITA;

(ii) interest from qualifying debt securities[3];

(iii) discounts from qualifying debt securities issued on or after 17 February 2006;

[2] It was announced in the 2019 Budget Statement that the definition of "specified income" will be revised in order to relax certain restrictions – full details of the changes will be published in an MAS Circular later in 2019.

[3] As defined under section 13(16) of the ITA.

(iv) prepayment fees, redemption premiums and break costs from qualifying debt securities issued on or after 15 February 2007;

(v) amounts payable from any Islamic debt securities issued on or after 22 January 2009 which are qualifying debt securities;

(vi) fees and compensatory payments derived from securities lending or repurchase arrangements with –

(A) a person who is neither a resident of nor a permanent establishment in Singapore;

(B) the Authority;

(C) a bank licensed under the Banking Act (Cap. 19);

(D) a merchant bank approved under section 28 of the Monetary Authority of Singapore Act (Cap 186);

(E) a finance company licensed under the Finance Companies Act (Cap 108);

(F) a holder of a CMS licence who is licensed to carry on business in the following regulated activities under the SFA or a company exempted under the SFA from holding such a licence:

(FA) dealing in securities (other than any person licensed under the Financial Advisers Act (Cap 110));

(FB) fund management;

(FC) securities financing; or

(FD) providing custodial services for securities;

(G) a collective investment scheme or closed-end fund as defined in the SFA that is constituted as a corporation;

(H) the Central Depository (Pte) Limited;

(I) an insurer registered or regulated under the Insurance Act (Cap. 142) (the "**IA**") or exempted under the IA from being registered or regulated; or

(J) a trust company registered under the Trust Companies Act (Cap. 336);

(b) any distribution made by a trustee of a real estate investment trust[4] within the meaning of section 43(10) of the ITA;

(c) any distribution made by a trustee of a trust who is resident in Singapore or a permanent establishment in Singapore, other than a distribution made by a trustee whose income is exempt from tax under section 13C, 13G, 13O or 13X of the ITA;

[4] As defined in section 43(10) of the ITA, this refers to a trust constituted as a collective investment scheme authorised under section 286 of the SFA and listed on the Singapore Exchange, and that invests or proposes to invest in immovable property and immovable property-related assets.

(d) any distribution made on or after 1 April 2014 by a trustee of a trust who is resident in Singapore or a permanent establishment in Singapore, other than a distribution made by a trustee whose income is exempt from tax under section 13CA of the ITA;

(e) income or gain

(i) derived or deemed to be derived from Singapore; and

(ii) paid out of income of a publicly-traded partnership, being income on which tax is paid or payable in Singapore;

(f) income or gain

(i) derived or deemed to be derived from Singapore; and

(ii) paid out of income of a company formed under the laws of any state of the United States of America as a limited liability company, or under the laws of any other foreign country as a limited liability company or its equivalent, being income on which tax is paid or payable in Singapore.

"**Designated investments**"[5] is defined as:

(a) Stocks and shares of any company, other than an unlisted company that is in the business of trading or holding of Singapore immovable properties (other than the business of property development);

(b) Debt securities (which means bonds, notes, commercial papers, treasury bills and certificates of deposits), other than non-qualifying debt securities issued by an unlisted company that is in the business of trading or holding of Singapore immovable properties (other than the business of property development);

(c) Real estate investment trusts, exchange traded funds or any other securities which are –

(i) denominated in foreign currency issued by foreign governments;

(ii) listed on any exchange;

(iii) issued by supranational bodies; or

(iv) issued by any company,

but excluding any securities which are issued by any company that is –

(A) in the business of trading or holding of Singapore immovable properties (other than the business of property development); and

(B) not listed on a stock exchange in Singapore or elsewhere;

(d) Futures contracts held in any futures exchanges;

(e) Any immovable property situated outside Singapore;

[5] It was announced in the 2019 Budget Statement that the definition of "designated" will be widened to include additional financial instruments / investment types – full details of the changes will be published in an MAS Circular later in 2019.

(f) Deposits held in Singapore with any approved bank as defined in section 13(16) of the ITA;

(g) Foreign currency deposits held outside Singapore with financial institutions outside Singapore;

(h) Foreign exchange transactions;

(i) Interest rate or currency contracts on a forward basis, interest rate or currency options, interest rate or currency swaps, and any financial derivative relating to any designated investment or financial index, with –

(i) a financial sector incentive company which is–

(A) a bank licensed under the Banking Act (Cap. 19);

(B) a merchant bank approved under section 28 of the Monetary Authority of Singapore Act (Cap. 186); or

(C) a holder of a CMS licence under the SFA to deal in securities or a company exempted under the SFA from holding such a licence;

(ii) a person who is neither resident in Singapore nor a permanent establishment in Singapore; or

(iii) a branch office outside Singapore of a company resident in Singapore;

(j) Units in any unit trust which invests wholly in designated investments;

(k) Loans that are –

(i) granted by an approved person to any company incorporated outside Singapore which is neither resident in Singapore nor a permanent establishment in Singapore, where no interest, commission, fee or other payment in respect of the loan is deductible against any income of that company accruing in or derived from Singapore; or

(ii) granted by a person other than an approved person but traded by an approved person;

(l) Commodity derivatives;

(m) Physical commodities if –

(i) the trading of those physical commodities by an approved person in the basis period for any year of assessment is done in connection with and is incidental to its trading of commodity derivatives (referred to in this paragraph as related commodity derivatives) in that basis period; and

(ii) the trade volume of those physical commodities traded by the approved person in that basis period does not exceed 15% of the total trade volume of those physical commodities and related commodity derivatives traded by the approved person in that basis period;

(n) Units in a registered business trust;

(o) Emission derivatives;

(p) Liquidation claims;

(q) Structured products;

(r) Investments in prescribed Islamic financing arrangements under section 34B of the ITA that are commercial equivalents of any of the other designated investments;

(s) Private trusts that invest wholly in designated investments;

(t) Freight derivatives;

(u) Publicly-traded partnerships that do not carry on a trade, business, profession or vocation in Singapore;

(v) Any loan granted to a trustee of a trust constituted outside Singapore, where –

  (i) the trustee is neither resident in Singapore nor a permanent establishment in Singapore; and

  (ii) for the year of assessment in question, no interest, commission, fee, or other payment in respect of the loan is deductible under the ITA against any income of the trust accruing in or is derived from Singapore;

(w) Membership or similar interests in a company formed under the laws of any state of the United States as a limited liability company, or under the laws of any other foreign country as a limited liability company or its equivalent; and

(x) Bankers acceptances.

A "**fund manager**" for the purpose of the Tax Exemption Scheme means a company holding a CMS licence under the SFA for fund management or one that is exempt under the SFA from holding such a licence. The Managers hold a CMS licence for fund management and fulfil this criteria.

The Managers will endeavour to conduct the affairs of the Trust in such a way that it will satisfy the qualifying conditions under the Tax Exemption Scheme for the life of the Trust. Notwithstanding the foregoing, there is no assurance that the Managers will, on an on-going basis, be able to ensure that the Trust will always meet all the qualifying conditions for the Tax Exemption Scheme. If the Trust is disqualified from the Tax Exemption Scheme, the Trust may be exposed to Singapore tax on its income and gains, wholly or partially as the case may be, at the prevailing corporate tax rate (currently 17%). The Trust can however, enjoy the tax exemption under the Tax Exemption Scheme in any subsequent period if it is able to satisfy the specified conditions in that subsequent period.

Taxation of investors

Distributions paid by the Trust out of income derived during the periods that the Trust enjoys the Tax Exemption Scheme will be exempted from Singapore tax in the hand of its investors.

Reporting obligations

Under the Tax Exemption Scheme, the Trust will be required to submit annual tax returns to the Comptroller of Income Tax (the "**Comptroller**") in Singapore. In addition, the Trust must submit an annual declaration to the Authority. The annual declaration should be submitted within four months of the Trust's financial year end.

Goods and services tax ("GST")

The Trust may incur Singapore GST on its expenses. Should there be GST incurred, the Trust shall be allowed to recover the GST if it meets the qualifying conditions through a GST remission which has been extended to 31 December 2024 as announced in the 2019 Budget Statement. The amount of GST claimed is based on a fixed percentage which is revised annually. The fixed percentage for 2019 is 87%.

However, should the Trust not meet the qualifying conditions, the GST incurred (if any) will become an additional cost to the Trust.

22.12 US tax reporting obligations under FATCA

The provisions of the Foreign Account Tax Compliance Act ("**FATCA**") were enacted on 18 March 2010 as part of the Hiring Incentive to Restore Employment Act. It includes provisions under which the Managers as a foreign financial institution ("**FFI**") may be required to report to the US Internal Revenue Service ("**IRS**") certain information about Units held by US persons for the purposes of FATCA or other foreign entities subject to FATCA and to collect additional identification information for this purpose. A 30% withholding tax may apply pursuant to the FATCA provisions on certain US-source payments (and other payments relating to investments in certain US securities) made to the FFI, unless it has in effect a valid agreement with the Secretary of the US Treasury, or is subject to local FATCA disclosure obligations enacted to give effect to an intergovernmental agreement between the FFI's jurisdiction of incorporation / establishment / residence and the US. These agreements obligate a FFI classified as a "Reporting Financial Institution" to obtain and verify certain information from investors and comply with annual reporting requirements with respect to certain direct or indirect US investors as well as satisfy other requirements. The provisions of FATCA are generally designed to require the reporting of US persons' direct and indirect ownership of non-US accounts and non-US entities to the IRS.

Singapore has concluded a Model I Intergovernmental Agreement with the US government (the "**Singapore-US IGA**"). Under the Singapore-US IGA, entities classified as "Reporting Singapore-based Financial Institutions" will be required to obtain certain information from investors and report requisite account information of investors who are Specified US Persons[6] or of controlling person(s) of an investing entity who is/are a Specified US Person(s) to the Inland Revenue Authority of Singapore (the "**IRAS**").

The Trust may accordingly be required to comply with the provisions of FATCA under the terms of the Singapore-US IGA and the Singapore legislation implementing the Singapore-US IGA.

In order to comply with its FATCA obligations, the Trust, the Trustee or the Managers may be required to obtain certain information from you so as to ascertain your US tax status. If you are a Specified US Person under the provisions of FATCA, US owned non-US entity, non-participating FFI or do not provide the requisite documentation, the Trust will need to report prescribed information on you to the IRAS, in accordance with applicable laws and regulations, which will in turn report this to the IRS. Provided that the Trust acts in accordance with these provisions it will not be subject to withholding tax under FATCA.

[6] A "Specified US Person" means any US Person (as defined in the FATCA) other than those specifically excluded under Article 1(bb) of the Singapore-US IGA.

Distributors and Holders should note that it is the existing policy of the Managers that Units are not being offered or sold for the account of US Persons for the purposes of FATCA and that subsequent transfers of Units to such US Persons are prohibited. If Units are beneficially owned by any such US Person, the Managers (in consultation with the Trustee) may compulsorily realise such Units. Holders should moreover note that under the FATCA legislation, the definition of "Specified US Persons" will include a wider range of investors than the current US Person definition.

You should consult your tax advisor should you have any concerns in this regard.

22.13 Tax reporting obligations under CRS

The Common Reporting Standard ("**CRS**") is an internationally agreed standard endorsed by the Organisation for Economic Cooperation and Development ("**OECD**") and the Global Forum for Transparency and Exchange of Information for Tax Purposes. The CRS includes provisions under which a Financial Institution (as defined in the CRS) may be required to report to the IRAS, certain information about Units held by investors who are tax residents in jurisdictions which have committed to adopt CRS ("**CRS Participating Jurisdictions**") and to collect additional identification information for this purpose.

On 1 January 2017, the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 ("**Singapore CRS Regulations**") was brought into effect to implement the CRS in Singapore. Under the Singapore CRS Regulations, entities classified as "Reporting Singapore-based Financial Institutions" will be required to obtain certain information from investors and report the prescribed account information of investors with direct or indirect ownership of that entity (in certain circumstances) and who are tax residents of jurisdictions with which Singapore has a bilateral exchange relationship for CRS in force ("**CRS Reportable Jurisdictions**").

The Trust may accordingly be required to comply with the provisions of CRS under the Singapore CRS Regulations.

In order to comply with its CRS obligations, the Trust, the Trustee, or the Managers may be required to obtain certain information from you so as to ascertain your tax residency status. If you (or the controlling person(s) of an investing entity, in certain circumstances) are a tax resident in a CRS Reportable Jurisdiction, or do not provide the requisite documentation, the Trust may need to report information on you to the IRAS, in accordance with applicable laws and regulations.

Distributors and Holders should note that it is the existing policy of the Managers that Units are not being offered or sold for the account of investors who do not provide the requisite information for CRS purposes and subsequent transfers of Units to such investors are prohibited. If Units are beneficially owned by any person who has not provided the requisite information for CRS purposes, the Managers (in consultation with the Trustee) may compulsorily realise such Units.

Should you have any concerns in this regard, please consult your tax advisor on the possible tax and other consequences with respect to the implementation of the CRS.

22.14 Treatment of personal data

If you are an individual investor, each time you voluntarily provide your personal data in order to carry out a transaction in relation to the Trust, you are deemed to have consented to the following:

- that the Managers and their related corporations from time to time (the "**Schroder Group**") and/or the Trustee shall collect, store and maintain the personal data and other information relating to you as received (whether in writing, electronically or otherwise) as part of the records of the Trust maintained by the Schroder Group and/or the Trustee (as the case may be);
- that such personal data collected, stored and maintained shall be used for the purposes of account maintenance and transaction purposes from time to time including but not limited to the processing of such personal data for record keeping purposes, compliance and regulatory (including complying with any anti-money laundering regulations) purposes, legal purposes, audit purposes, tax (including tax reporting) purposes and for the purpose of providing you with regular statements of account and other notices;
- that such personal data collected, stored and maintained shall be provided to and processed by third parties for the above purposes from time to time including but not limited to the registrar of the Trust, the agents and service providers employed by the Schroder Group, the distributors, banks (including Agent Banks and SRS Operators where applicable), insurers, fund managers, and other intermediaries of the Schroder Group, and the professional advisers to the Schroder Group of companies for the above purposes;
- that such personal data collected, stored and maintained shall be provided to any and all applicable regulatory authorities (including the Inland Revenue Authority of Singapore, the CPF Board and the Authority) upon request or as may be required by applicable law or regulation from time to time; and
- that such personal data shall be stored, maintained, used, processed, transferred or held in Singapore or outside Singapore, as the Schroder Group and/or the Trustee shall consider appropriate for the above purposes.

22.15 Taxes Associated with investing in China A-Shares through the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect

The Ministry of Finance of the People's Republic of China (the "**PRC**"), the State of Administration of Taxation of the PRC and the China Securities Regulatory Commission jointly issued circulars in relation to the taxation rules on the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect under Circular Caishui [2014] No.81 ("**Circular 81**") and Circular Caishui [2016] No. 127 ("**Circular 127**") on 14 November 2014 and 1 December 2016 respectively. Under Circular 81 and Circular 127, corporate income tax, individual income tax and business tax will be temporarily exempted on gains derived by Hong Kong and overseas investors (including the Trust) on the trading of China A-Shares through the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect with effect from 17 November 2014 and 5 December 2016 respectively. However, Hong Kong and overseas investors are required to pay tax on dividends and/or bonus

shares at the rate of 10% which will be withheld and paid to the relevant in-charge PRC tax authorities by the listed companies.

22.16 Use of ratings issued by credit rating agencies

Where the Managers rely on ratings issued by credit rating agencies, the Managers have established a set of internal credit assessment standards and have put in place a credit assessment process to ensure that the Trust's investments are in line with these standards. Information on the Managers' credit assessment process will be made available to you upon request. You may request for such information by contacting the Managers at telephone number (65) 6534 4288.

22.17 Liquidity Risk Management of the Trust

The Managers may employ liquidity risk management tools to manage the liquidity of the Trust. Please refer to paragraphs 13.4, 16 and 22.1 of this Prospectus for information on some the liquidity management tools that may be employed. If the liquidity risk management tools are employed, Holders may not be able to realise their Units during any suspension period, the realisation of their Units or the payment of the realisation proceeds for their Units may be delayed and/or a dilution adjustment may be made to the NAV per Unit which may affect the amount of the realisation proceeds for their Units.

GLOSSARY

All capitalised terms and expressions used in this Prospectus which are not defined hereunder shall, unless the context otherwise requires, have the same meanings ascribed to them in the Deed.

"**Accounting Date**" means (subject to the provisions of Clause 15(C) of the Deed) the 31st day of December in each year (commencing with the 31st day of December, 1991) or (in the case of the final Accounting Period) the date on which the monies required for the distribution in respect of that period shall have been transferred to the Distribution Account.

"**Accounting Period**" means the period ending on and including an Accounting Date and commencing from the commencement of the Trust or from the end of the preceding Accounting Period (as the case may require).

"**Accounts**" means the profit and loss accounts and balance-sheets and includes notes (other than auditors' reports or directors' reports) attached or intended to be read with any of those profit and loss accounts or balance-sheets.

"**Agent Bank**" means any bank appointed by the CPF Board for the purposes of the Regulations, or such other legislation as may enacted or supplemented from time to time.

"**Authorised Investment**" means, subject to the provisions of the Code:-

(i) any security which is listed or in respect of which permission to deal is effective on a Recognised Stock Exchange;

(ii) securities issued by or guaranteed by the government of any country in Asia (including Australia and New Zealand but excluding Japan) or of such other country as the Managers may select with the written approval of the Trustee, such approval not to be unreasonably withheld;

(iii) any security in respect of which application for listing or for permission to deal has been made to a Recognised Stock Exchange and the subscription for or purchase of which is either conditional upon such listing or permission to deal being granted within a specified period not exceeding twelve weeks or in respect of which the Managers are satisfied that the subscription or other transactions will be cancelled if the application is refused;

(iv) any securities denominated in any currency and (in the opinion of the Managers) normally traded on any Recognised Stock Exchange; or

(v) any other security in Asia (including Australia and New Zealand but excluding Japan) not covered by paragraphs (i) to (iv) of this definition but approved by the Trustee,

Provided Always that any Authorised Investment shall be investment or other property, assets or rights for the time being approved by the relevant competent authority in Singapore for investment by the Trust, including all investments authorised under the Regulations, to enable the Trust to qualify as a CPFIS Included Fund.

"**Bank**" means a recognised bank or licensed institution for the purposes of the Banking Act (Chapter 19) of Singapore, as the same may be amended from time to time, and reference to "Banker" shall be construed accordingly.

"**Business Day**" means any day (other than a Saturday, a Sunday or a gazetted public holiday) on which any Recognised Stock Exchange and commercial banks in Singapore are open for business.

"**CPF**" means the Central Provident Fund.

"**CPF-OA**" means the Central Provident Fund Ordinary Account.

"**CPF Board**" means the Central Provident Fund Board established pursuant to the Central Provident Fund Act (Chapter 36) of Singapore.

"**CPF Contributions**" has the meaning ascribed thereto in the Regulations, as the same may be amended from time to time.

"**CPF Investment Account**" means an account opened by a CPF member with an Agent Bank for which CPF Contributions may be withdrawn for the purchase of CPF Units.

"**CPF Units**" means Units subscribed or purchased with CPF Contributions pursuant to the Regulations.

"**CPFIS**" means the Central Provident Fund Investment Scheme (as defined in the Regulations), as the same may be amended from time to time.

"**CPFIS Guidelines**" means the investment guidelines issued by the CPF Board, as the same may be amended or modified from time to time.

"**CPFIS Included Fund**" means any unit trust or sub-fund of a unit trust which the CPF Board or such other relevant authorities in Singapore may include under the CPFIS for investment by CPF members.

"**Cash Units**" means Units other than CPF Units or SRS Units.

"**Class**" means any class of Units in the Trust which may be designated as a class distinct from another class in the Trust as may be determined by the Managers from time to time.

"**Code**" means the Code on Collective Investment Schemes issued by the Authority, as the same may be amended from time to time.

"**Dealing Day**" means such Business Day(s) which is/are determined by the Managers (considering various factors including whether the Recognised Stock Exchange or Exchanges on which a substantial portion of the Deposited Property is quoted, listed or dealt in is or are not open for normal trading) with the approval of the Trustee.

A list of expected non-Dealing Days for the Trust is available on request.

"**Dealing Deadline**" means 5 p.m. Singapore time on a Dealing Day (or such other time on such Dealing Day as the Managers and the Trustee may agree).

"**Deposited Property**" means all the assets for the time being held or deemed to be held upon the trusts of the Deed excluding any amount for the time being standing to the credit of the Distribution Account.

"**Distribution Account**" has the meaning ascribed thereto in Clause 15 of the Deed.

"**Duties and Charges**" means all stamp and other duties, taxes, governmental charges, brokerage, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the Deposited Property or the increase or decrease of the Deposited Property or the creation, issue, sale, exchange or purchase of Units or the sale or purchase of Authorised Investments or otherwise, which may have become or may be payable in respect of or prior to or

upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but does not include commission payable to agents on sales and repurchases of Units.

"**Extraordinary Resolution**" means a resolution passed at a meeting of Holders of the Trust or of the relevant Class of the Trust (as the case may be) duly convened and held in accordance with the provisions in this Deed and carried by a majority consisting of seventy-five per cent (75%) of the Holders of the Trust or of the relevant Class of the Trust (as the case may be), voting thereat upon a show of hands or, if a poll is duly demanded and taken, by a majority consisting of seventy-five per cent (75%) in number of the votes given on such poll;

"**Gross Investment Sum**" means the aggregate amount comprising the Net Investment Sum paid or to be paid by, or received or to be received from, an applicant for the subscription or purchase of Units of any Class, together with the Preliminary Charge and any applicable Duties and Charges payable in respect thereof.

"**Holder**" means the registered holder for the time being of a Unit (which in the case of CPF Units means the nominee company of the Agent Bank) and includes all Joint Holders.

"**Joint Holders**" means such persons for the time being entered in the Register as joint holders of a Unit, who shall hold the Unit either as Joint-All Holders or Joint-Alternate Holders.

"**Joint-All Holders**" means Joint Holders whose mandate the Managers and the Trustee shall act upon only if given by all of such Joint Holders.

"**Joint-Alternate Holders**" means Joint Holders whose mandate the Managers and the Trustee shall act upon if given by either of such Joint Holders.

"**Net Investment Sum**" means the amount paid or to be paid to the Managers by an applicant for the subscription or purchase of Units, net of the Preliminary Charge and any applicable Duties and Charges payable in respect thereof.

"**Preliminary Charge**" means a charge upon the issue of a Unit of any Class of such amount as shall from time to time be fixed by and payable to the Managers generally or in relation to any specific or class of transaction Provided That it shall not exceed five per cent. of the Gross Investment Sum.

"**Recognised Stock Exchange**" means any stock exchange of repute in Asia (including Australia and New Zealand but excluding Japan) or such other country as the Managers may select and in relation to any particular Authorised Investment shall be deemed to include any responsible firm, corporation or association dealing in the Authorised Investment and any responsible mutual fund or subsidiary thereof or unit trust scheme issuing and redeeming participations or units (as the case may be) so as to provide in the opinion of the Managers a satisfactory market for the Authorised Investment and in such a case the Authorised Investment shall be deemed to be the subject of an effective permission to deal or listing on the stock exchange deemed to be constituted by such firm, corporation, association, mutual fund ormp subsidiary thereof or unit trust scheme.

"**Realisation Price**" means the realisation price of Units calculated in accordance with Clause 12(F) of the Deed.

"**Regulations**" means the Central Provident Fund (Investment Schemes) Regulations, as the same may be amended, modified, supplemented, re-enacted or re-constituted from time to time.

"**SFA**" means the Securities and Futures Act (Chapter 289) of Singapore, as the same may be amended from time to time.

"**SRS**" means the scheme referred to as the Supplementary Retirement Scheme or such other scheme as may replace or supercede the Supplementary Retirement Scheme.

"**SRS Account**" means an account opened by an investor with an SRS Operator for the purposes of investment under the SRS.

"**SRS Contributions**" means monies withdrawn from an investor's SRS Account.

"**SRS Operator**" means any bank operating an SRS from time to time.

"**SRS Units**" means Units subscribed or purchased using SRS Contributions.

"**security**" includes any share, stock, bond, note, certificate, debenture, debenture stock, unit or sub-unit of a unit trust or mutual fund, warrant, option, depository receipt, convertible, securities future, stock index future, money market security and any other security or instrument which may be selected by the Managers for the purpose of investment of the Deposited Property.

"**Singapore Dollars**" or "**S$**" means the lawful currency of the Republic of Singapore.

"**Switching Fee**" means the fee payable to the Managers on the switching of a Unit of any Class in accordance with the provisions of Clause 12(M) of the Deed.

"**Switching Notice**" means a notice from a Holder requiring realisation of Units of any Class and the issue of units of the new Trust in lieu thereof given pursuant to Clause 12(L) of the Deed.

"**US Dollars**" or "**US$**" means the lawful currency of the United States of America.

"**Unit**" means one undivided share in the Trust or Class of the Trust. Where the context so requires, the definition includes a Unit of a Class and a fraction of a Unit and, save where the Deed otherwise provides, a fraction of a Unit shall rank *pari passu* and proportionately with a whole Unit.

"**Valuation Point**" in relation to a Dealing Day, means the close of business of the last relevant market or such other time or date as the Managers may determine, with the approval of the Trustee.

ANNEX

(A) Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect (in this Annex collectively and individually referred to as the "Stock Connect")

The Shanghai-Hong Kong Stock Connect is a securities trading and clearing links program developed by Hong Kong Exchanges and Clearing Limited ("**HKEX**"), Shanghai Stock Exchange ("**SSE**") and China Securities Depositary and Clearing Corporation Limited ("**ChinaClear**") and the Shenzhen-Hong Kong Stock Connect is a securities trading and clearing links program developed by HKEX, Shenzhen Stock Exchange ("**SZSE**") and ChinaClear. The aim of the Stock Connect is to achieve mutual stock market access between mainland China and Hong Kong.

Shanghai-Hong Kong Stock Connect

The Shanghai-Hong Kong Stock Connect comprises a Northbound Shanghai Trading Link and a Southbound Hong Kong Trading Link. Under the Shanghai Northbound Trading Link, Hong Kong and overseas investors (including the Trust), through their Hong Kong brokers and a securities trading service company established by The Stock Exchange of Hong Kong Limited ("**SEHK**"), may be able to trade eligible China A-Shares listed on the SSE by routing orders to SSE. Under the Southbound Hong Kong Trading Link under the Shanghai-Hong Kong Stock Connect, investors in mainland China will be able to trade certain stocks listed on the SEHK. Under a joint announcement issued by the Securities and Futures Commission ("**SFC**") and the China Securities Regulatory Commission ("**CSRC**"), the Shanghai-Hong Kong Stock Connect commenced trading on 17 November 2014.

Under the Shanghai-Hong Kong Stock Connect, the Trust, through their Hong Kong brokers, may trade certain eligible shares listed on the SSE. These include all the constituent stocks from time to time of the SSE 180 Index and SSE 380 Index, and all the SSE-listed China A-Shares that are not included as constituent stocks of the relevant indices but which have corresponding H-Shares listed on SEHK, except for the following:

- SSE-listed shares which are not traded in Renminbi ("**RMB**"); and
- SSE-listed shares which are included in the "risk alert board".

It is expected that the list of eligible securities will be subject to review.

The trading is subject to rules and regulations issued from time to time. Trading under the Shanghai-Hong Kong Stock Connect is subject to a daily quota ("**Daily Quota**"). The Northbound Shanghai Trading Link and the Southbound Hong Kong Trading Link under the Shanghai-Hong Kong Stock Connect will be subject to a separate set of Daily Quota. The Daily Quota limits the maximum net buy value of cross-boundary trades under the Shanghai-Hong Kong Stock Connect each day.

Shenzhen-Hong Kong Stock Connect

The Shenzhen-Hong Kong Stock Connect comprises a Northbound Shenzhen Trading Link and a Southbound Hong Kong Trading Link. Under the Northbound Shenzhen Trading Link, Hong Kong and overseas investors (including the Trust), through their Hong Kong brokers and a securities trading service company established by SEHK, may be able to trade eligible China A-Shares listed on the SZSE by routing orders to SZSE. Under the Southbound Hong Kong Trading Link under the Shenzhen-Hong Kong Stock Connect, investors in mainland China will be able to trade certain

stocks listed on the SEHK. Under a joint announcement issued by the SFC and CSRC, the Shenzhen-Hong Kong Stock Connect commenced trading on 5 December 2016.

Under the Shenzhen-Hong Kong Stock Connect, the Trust, through their Hong Kong brokers, may trade certain eligible shares listed on the SZSE. These include any constituent stock of the SZSE Component Index and SZSE Small/Mid Cap Innovation Index which has a market capitalisation of RMB6 billion or above and all SZSE-listed shares of companies which have issued both China A-Shares and H-Shares, except for the following:

- SZSE-listed shares which are not traded in RMB; and
- SZSE-listed shares which are included in the "risk alert board".

At the initial stage of the Northbound Shenzhen Trading Link, investors eligible to trade shares that are listed on the ChiNext board of SZSE under the Northbound Shenzhen Trading Link will be limited to institutional professional investors as defined in the relevant Hong Kong rules and regulations.

It is expected that the list of eligible securities will be subject to review.

The trading is subject to rules and regulations issued from time to time. Trading under the Shenzhen-Hong Kong Stock Connect will be subject to a Daily Quota. The Northbound Shenzhen Trading Link and the Southbound Hong Kong Trading Link under the Shenzhen-Hong Kong Stock Connect will be subject to a separate set of Daily Quota. The Daily Quota limits the maximum net buy value of cross-boundary trades under the Shenzhen-Hong Kong Stock Connect each day.

Stock Connect

The Hong Kong Securities Clearing Company Limited ("**HKSCC**"), a wholly-owned subsidiary of HKEX, and ChinaClear will be responsible for the clearing, settlement and the provision of depository, nominee and other related services of the trades executed by their respective market participants and investors.

China A-Shares traded through the Stock Connect are issued in scripless form, and investors will not hold any physical China A-Shares. Although HKSCC does not claim proprietary interests in the SSE and SZSE securities held in its omnibus stock accounts in ChinaClear, ChinaClear as the share registrar for SSE and SZSE listed companies will still treat HKSCC as one of the shareholders when it handles corporate actions in respect of such SSE and SZSE securities.

SSE-/SZSE-listed companies usually announce information regarding their annual general meetings / extraordinary general meetings about two to three weeks before the meeting date. A poll is called on all resolutions for all votes. HKSCC will advise the Hong Kong Central Clearing and Settlement System ("**CCASS**") participants of all general meeting details such as meeting date, time, venue and the number of resolutions.

Under the Stock Connect, Hong Kong and overseas investors will be subject to the fees and levies imposed by SSE, SZSE, ChinaClear, HKSCC or the relevant mainland Chinese authority when they trade and settle SSE securities and SZSE securities. Further information about the trading fees and levies is available online at the website: http://www.hkex.com.hk/eng/market/sec_tradinfra/chinaconnect/chinaconnect.htm.

(B) Risks associated with investing through the Stock Connect

(a) Quota limitations

The Stock Connect is subject to quota limitations. In particular, the Stock Connect is subject to a daily quota which does not belong to the Trust and can only be utilised on a first-come-first-serve basis. Once the daily quota is exceeded, buy orders will be rejected (although investors will be permitted to sell their cross-boundary securities regardless of the quota balance). Therefore, quota limitations may restrict the Trust's ability to invest in China A-Shares through the Stock Connect on a timely basis.

(b) Differences in trading days

The Stock Connect only operates on days when both mainland China and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the mainland China stock market but Hong Kong investors (such as the Trust) cannot carry out any China A-Shares trading through the Stock Connect. Due to the differences in trading days, the Trust may be subject to a risk of price fluctuations in China A-Shares during the time when the Stock Connect is not trading as a result.

(c) Suspension risk

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

(d) Operational risk

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

The securities regimes and legal systems of the two markets differ significantly and market participants may need to address issues arising from the differences on an on-going basis.

There is no assurance that the systems of the SEHK and market participants will function properly or will continue to be adapted to changes and developments in both markets. If the relevant systems fail to function properly, trading in both markets through the program could be disrupted. The Trust's ability to access the China A-Shares market will be adversely affected.

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

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

If the Trust intends to sell certain China A-Shares it holds, it must transfer those China A-Shares to the respective accounts of its brokers before the market opens on the day of selling ("**trading day**"). If it fails to meet this deadline, it will not be able to sell those shares on the trading day. Because of this requirement, the Trust may not be able to dispose of holdings of China A-Shares in a timely manner.

(f) Recalling of eligible stocks

When a stock is recalled from the scope of eligible stocks for trading via the Stock Connect, the stock can only be sold but restricted from being bought.

(g) Clearing and settlement risk

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

As the national central counterparty of the mainland China securities market, ChinaClear operates a comprehensive network of clearing, settlement and stock holding infrastructure. ChinaClear has established a risk management framework and measures that are approved and supervised by the CSRC. The chances of ChinaClear default are considered to be remote. In the remote event of a ChinaClear default, HKSCC's liabilities in Northbound trades under its market contracts with clearing participants will be limited to assisting clearing participants in pursuing their claims against ChinaClear. HKSCC should in good faith, seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or through ChinaClear's liquidation. In that event, the Trust may suffer delay in the recovery process or may not be able to fully recover its losses from ChinaClear.

(h) Currency risk

The base currency of the Trust may not be denominated in RMB (i.e. the currency in which SSE and SZSE securities are traded and settled). The performance of the Trust may be affected by movements in the exchange rate between RMB and its base currency. The Trust may seek, but is not obliged, to hedge foreign currency risks. However, even if undertaken, such hedging may be ineffective. This may result in the Trust suffering from exchange rate fluctuations. For further details on exchange rate risk, please see risk factors "Currency Risk" and "RMB Currency Risks" in paragraphs 10.2.4 and 10.2.8 of this Prospectus. For further details on hedging risks, please see risk factor "Risks relating to Hedging" in paragraph 10.2.5 of this Prospectus.

(i) No Protection by Investor Compensation Fund

Investment through the Stock Connect is conducted through broker(s), and is subject to the risks of default by such brokers' in their obligations.

Investments of the Trust are not covered by the Hong Kong's Investor Compensation Fund, which has been established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorised financial institution in relation to exchange-traded products in Hong Kong. Since default matters in

respect of China A-Shares via the Stock Connect do not involve products listed or traded in SEHK or Hong Kong Futures Exchange Limited, they will not be covered by the Investor Compensation Fund. Therefore the Trust is exposed to the risks of default of the broker(s) it engages in its trading in China A-Shares through the Stock Connect.

(j) Regulatory risk

The current regulations relating to the Stock Connect are untested and there is no certainty as to how they will be applied. In addition, the current regulations are subject to change which may have potential retrospective effects and there can be no assurance that the Stock Connect will not be abolished. New regulations may be issued from time to time by the regulators / stock exchanges in mainland China and Hong Kong in connection with operations, legal enforcement and cross-border trades under the Stock Connect. The Trust may be adversely affected as a result of such changes.

(k) Legal / Beneficial ownership

China A-Shares traded through the Stock Connect by the Trust are held by the sub-custodian in accounts in the CCASS maintained by the HKSCC as central securities depositary in Hong Kong. HKSCC in turn holds the China A-Shares, as the nominee holder, through an omnibus securities account in its name registered with ChinaClear for the Stock Connect. The precise nature and rights of the Trust as the beneficial owners of the China A-Shares through HKSCC as nominee is not well defined under the mainland China law. There is lack of a clear definition of, and distinction between, "legal ownership" and "beneficial ownership" under the mainland China law and there have been few cases involving a nominee account structure in the mainland China courts. Therefore the exact nature and methods of enforcement of the rights and interests of the Trust under the mainland China law is uncertain. Because of this uncertainty, in the unlikely event that HKSCC becomes subject to winding up proceedings in Hong Kong it is not clear if the China A-Shares will be regarded as held for the beneficial ownership of the Trust or as part of the general assets of HKSCC available for general distribution to its creditors.

(l) Risks associated with the Small and Medium Enterprise board and/or ChiNext market

The Trust may invest in the Small and Medium Enterprise ("**SME**") board and/or the ChiNext market of the SZSE via the Shenzhen-Hong Kong Stock Connect. Investments in the SME board and/or ChiNext market may result in significant losses for the Trust and its investors. The following additional risks apply:

Higher fluctuation on stock prices - Listed companies on the SME board and/or ChiNext board are usually of emerging nature with smaller operating scale. Hence, they are subject to higher fluctuation in stock prices and liquidity and have higher risks and turnover ratios than companies listed on the main board of the SZSE.

Over-valuation risk - Stocks listed on the SME board and/or ChiNext board may be overvalued and such exceptionally high valuation may not be sustainable. Stock price may be more susceptible to manipulation due to fewer circulating shares.

Differences in regulations - The rules and regulations regarding companies listed on ChiNext board are less stringent in terms of profitability and share capital than those in the main board and SME board.

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

BOARD OF DIRECTORS OF

SCHRODER INVESTMENT MANAGEMENT (SINGAPORE) LTD

Signed:

_____

Susan Soh Shin Yann

Signed:

_____

Tham Ee Mern Lilian

Signed:

_____

Wong Yoke Lin Martina

Signed:

_____

Chong Siok Chian Grace

Signed:

_____

Diao Wei Chien Roy

Signed:

_____

Showbhik Kalra

Signed:

_____

Shigesuke Kashiwagi

This Product Highlights Sheet is an important document.

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

Schroder Asian Growth Fund (the "Trust")

Product Type	Unit Trust	Launch Date	S$ Class Units: 8 May 1991 US$ Class Units: 30 April 2004
Managers	Schroder Investment Management (Singapore) Ltd	Custodian	The Hongkong and Shanghai Banking Corporation Limited
Trustee	HSBC Institutional Trust Services (Singapore) Limited	Dealing Frequency	Every Dealing Day
Capital Guaranteed	No	Expense Ratio for the FY-ended 31 December 2018	S$ Class Units: 1.35% US$ Class Units: 1.35%

PRODUCT SUITABILITY

WHO IS THE PRODUCT SUITABLE FOR?

The Trust is only suitable for investors who:

- seek long-term capital growth; and
- understand the risks associated with investing in Asian equities.

Further Information
Refer to Para 7 of the Prospectus for further information on product suitability.

KEY PRODUCT FEATURES

WHAT ARE YOU INVESTING IN?

Refer to Para 6 and 7 of the Prospectus for further information on features of the product.

You are investing in a unit trust constituted in Singapore that aims to achieve long term capital growth primarily (i.e. approximately two-third of its assets) through investing in securities of companies quoted on some or all of the stock markets in countries in Asia (including Australia and New Zealand but excluding Japan). The portfolio of the Trust will be broadly diversified with no specific industry or sectoral emphasis.

The Managers are presently offering US$ Class Units (denominated in US$) and S$ Class Units (denominated in S$) for investment. Both Classes will constitute the Trust and are not separate sub-funds under the Trust.

Currently, the Managers intend to declare quarterly distributions at a variable percentage per annum, of the NAV per Unit to Holders of the S$ Class and the US$ Class on or around 31 March, 30 June, 30 September and 31 December

[1] The Prospectus is available for collection from Schroder Investment Management (Singapore) Ltd or any of its appointed distributors during usual office hours.

of each year. Subject to the provisions of the Deed, the Managers may (with the consent of the Trustee) determine that distributions be paid from the capital of the relevant Class. Where distributions are paid out of the capital of the relevant Class, the NAV of the relevant Class will be reduced.

Investment Strategy

The investment philosophy of the Managers is founded on the belief that returns over the long term are determined by economic and corporate fundamentals and that the analysis of those factors should be the foundation of the Managers' investment strategy. Given that equity markets are not efficient in Asia and that many of the best investment ideas are not well researched, the Managers believe its style of active management with emphasis on bottom-up stock analysis will add value.

Refer to "Important Information" section and Para 7 of the Prospectus for the structure of the Fund.

The Managers' approach is to capitalise on the Schroder group's strong in-house research capability and exploit market inefficiencies.

Over the longer term, the Managers believe that share prices should reflect the ability of companies to create value for shareholders. As such, the distinctive focus of its research is to identify companies that have robust business models, good corporate governance and strong management teams to drive shareholder returns.

The NAV of the Trust is likely to have a high volatility due to its investment policies or portfolio management techniques.

Parties Involved

WHO ARE YOU INVESTING WITH?

- The Managers are Schroder Investment Management (Singapore) Ltd.
- The Trustee is HSBC Institutional Trust Services (Singapore) Limited.
- The Custodian is The Hongkong and Shanghai Banking Corporation Limited.

Refer to Para 2 and 3 of the Prospectus for further information on the role and responsibilities of these entities and what happens if they become insolvent.

KEY RISKS

WHAT ARE THE KEY RISKS OF THIS INVESTMENT?

The value of the Trust and its distributions (if any) may rise or fall. These risk factors may cause you to lose some or all of your investment:

Refer to Para 10 of the Prospectus for further information on risks of the product.

Market and Credit Risks

You are exposed to market risk in Asian markets.

- The value of investments may go up and down due to changing economic, political or market conditions, or due to an issuer's individual situation.
- In addition, there are risks involved when investing in Asian markets (including the China market), of a nature not generally encountered when investing in securities traded on major international markets.

Liquidity Risks

There is no secondary market for the Trust. All redemption requests should be made to the Managers or their appointed agents.

Product-Specific Risks

You are exposed to equity risk.

– The Trust may invest in stocks and other equity securities and their derivatives which are subject to market risks that historically have resulted in greater price volatility than that experienced by bonds and other fixed income securities.

You are exposed to foreign securities risk.

– Investments in securities throughout the world are subject to numerous risks resulting from market and currency fluctuations, future adverse political and economic developments, the possible imposition of restrictions on the repatriation of currency or other governmental laws or restrictions, reduced availability of public information concerning issuers and the lack of uniform accounting, auditing and financial reporting standards or of other regulatory practices and requirements comparable to those applicable to companies in your domicile. In addition, securities of companies or governments of some countries may be illiquid and their prices volatile and, with respect to certain countries, the possibility exists of expropriation, nationalisation, exchange control restrictions, confiscatory taxation and limitations on the use or removal of funds, or other assets, including withholding of dividends.

You are exposed to derivatives risks.

– **The Trust may use derivatives.** The use of futures, options, warrants, forwards, swaps or swap options involves increased risks. The Trust's ability to use such instruments successfully depends on the Managers' ability to accurately predict movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets. If the Managers' predictions are wrong, or if the derivatives do not work as anticipated, the Trust could suffer greater losses than if the Trust had not used the derivatives.

You are exposed to risks associated with investing through the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect (collectively and individually referred to as the "Stock Connect").

– The Trust may invest in China A-Shares of mainland China through the Shanghai-Hong Kong Stock Connect and/or the Shenzhen-Hong Kong Stock Connect (as further described in section (A) of the Annex to the Prospectus). The current regulations relating to the Stock Connect are untested and subject to change which may have potential retrospective effects. Due to the differences in trading days of the mainland China and the Hong Kong markets, the Trust may be subject to a risk of price fluctuations in China A-Shares during the time when the Stock Connect is not trading as a result.

– Trading in securities through the Stock Connect is subject to clearing and settlement risk, as well as operational risk. Further, the investments of the Trust are not covered by Hong Kong's Investor Compensation Fund.

– The precise nature and rights of the Trust as the beneficial owners of the China A-Shares through HKSCC as nominee is not well defined under the mainland China law, and the methods of enforcement of any such rights under the mainland China law is uncertain.

– The Trust may invest in the Small and Medium Enterprise ("**SME**") board and/or the ChiNext market of the Shenzhen Stock Exchange via the Shenzhen-Hong Kong Stock Connect. Investments in the SME board and/or ChiNext market may result in significant losses for the Trust and its investors. Additional risks, namely, higher fluctuation on stock prices, over-valuation risk, differences in regulations and delisting risk, apply to such investments.

FEES AND CHARGES

WHAT ARE THE FEES AND CHARGES OF THIS INVESTMENT?

Refer to Para 9 of the Prospectus for further information on the fees and charges.

Payable directly by you

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

Preliminary Charge (initial sales charge)	– Up to 5% (maximum 5%) for cash and SRS investment – Up to 1.5% (maximum 1.5%) for CPF investment
Realisation Charge	– Nil
Switching Fee	– Currently 1% (maximum of 1% and minimum of $5 (in the currency of the relevant Class))

Some distributors may charge other fees which are not listed in the Prospectus, and you should check with the relevant distributor on whether there are any other fees payable to the distributor.

Payable by the Trust from invested proceeds

The Trust will pay the following fees and charges to the Managers and Trustee:

Management Fee/ Management Participation	– Currently 1% per annum on the first S$10,000,000 of the Trust's assets; 1.125% per annum on amounts exceeding the first S$10,000,000 (maximum 1.125% per annum)
(a) Retained by Managers	– 50% to 80% of Management Fee
(b) Paid by Managers to financial adviser (trailer fee)	– 20% to 50%[2] of Management Fee
Trustee's remuneration	– Currently not more than 0.05% per annum (currently not subject to any minimum amount) – Maximum 0.25% per annum, subject to a minimum of $20,000 per annum

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

VALUATIONS AND EXITING FROM THIS INVESTMENT

HOW OFTEN ARE VALUATIONS AVAILABLE?

Refer to Para 22.1, 22.7 and 13 of the Prospectus for further information on valuation and exiting from the product.

The indicative NAV per Unit of each Class is published at the Managers' website at http://www.schroders.com.sg one (1) Business Day after the relevant Dealing Day and is also available from the Managers.

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

You may at any time during the life of the Trust request in writing (a **"Realisation Request"**) to realise all or any Units held by you, subject to the minimum holding and minimum realisation amount as stated in the Prospectus.

The realisation proceeds are paid to you within seven (7) Business Days (or such other period as may be prescribed by the Monetary Authority of Singapore) following the receipt of the Realisation Request.

Your exit price is determined as follows:

– If you submit the Realisation Request on or before 5 pm on a Dealing Day, you will be paid a price based on the NAV of the Trust at the close of that Dealing Day
– If you submit the Realisation Request after 5 pm on a Dealing Day, you will be paid a price based on the NAV of the Trust at the close of the next Dealing Day

The sale proceeds that you will receive will be the exit price multiplied by the number of units realised, less any applicable Duties and Charges. An example is as follows:

1,000 Units Number of units realised	x	S$1.100 Notional realisation price (NAV per unit of the relevant class)	=	S$1,100 Realisation proceeds

This example is on the assumption that there are no Duties and Charges payable.

If applicable to you as provided under the Deed, you may cancel your subscription for Units by giving written notice or by submitting the cancellation form to the Managers or their appointed distributors within 7 calendar days from the date of your subscription. However, you will have to take the risk for any price changes in the NAV of the Trust since the time of your subscription.

CONTACT INFORMATION

HOW CAN YOU CONTACT US?

For enquiries, please contact

Schroder Investment Management (Singapore) Ltd

138 Market Street, #23-01,
CapitaGreen
Singapore 048946

Tel: +65 6534 4288

Website: www.schroders.com.sg

Distributor

The Managers

APPENDIX: GLOSSARY OF TERMS

"Business Day" means any day (other than a Saturday, a Sunday or a gazetted public holiday) on which any recognised stock exchange and commercial banks in Singapore are open for business.

"ChinaClear" means China Securities Depository and Clearing Corporation Limited.

"Class" means any class of Units in the Trust which may be designated as a class distinct from another class in the Trust as may be determined by the Managers from time to time.

"CPF" means the Central Provident Fund.

"Dealing Day" means such Business Day(s) which is/are determined by the Managers (considering various factors including whether the recognised stock exchange or exchanges on which a substantial portion of the deposited property of the Trust is quoted, listed or dealt in is or are not open for normal trading) with the approval of the Trustee.

A list of expected non-Dealing Days for the Trust is available on request.

"Deed" means the trust deed of the Trust, as amended.

"Duties and Charges" means all stamp and other duties, taxes, governmental charges, brokerage, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the deposited property of the Trust or the increase or decrease of the deposited property of the Trust or the creation, issue, sale, exchange or purchase of Units or the sale or purchase of authorised investments or otherwise, which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but does not include commission payable to agents on sales and repurchases of Units.

"HKSCC" means The Hong Kong Securities Clearing Company Limited.

"Holder" means a holder of Units.

"NAV" means net asset value.

"Realisation Price" means the realisation price of Units calculated in accordance with Clause 12(F) of the Deed.

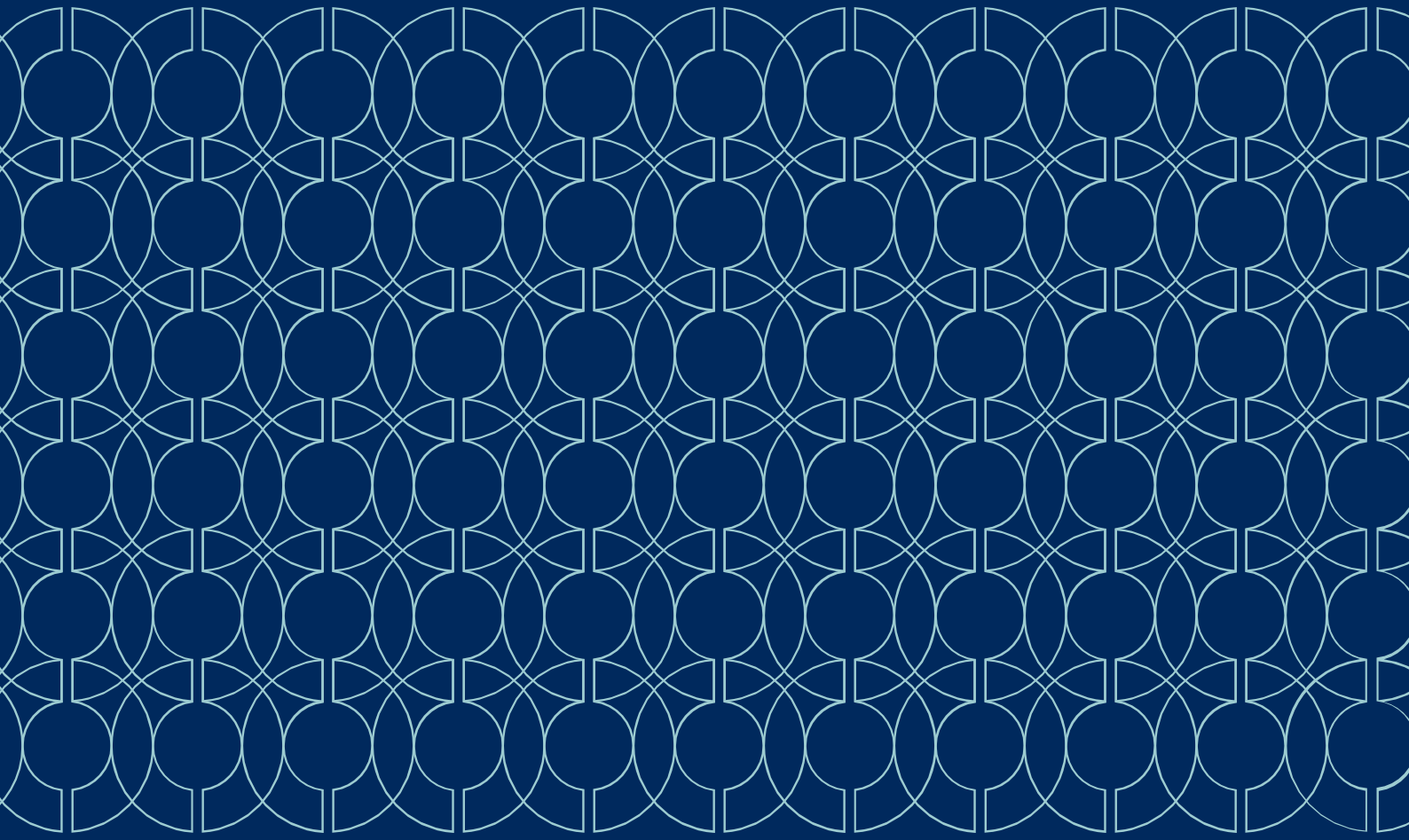
"S$" means the lawful currency of the Republic of Singapore.

"SEHK" means The Stock Exchange of Hong Kong Limited.

"SRS" means the scheme referred to as the Supplementary Retirement Scheme or such other scheme as may replace or supercede the Supplementary Retirement Scheme.

"Unit" means one undivided share in the Trust or Class of the Trust.

"US$" means the lawful currency of the United States of America.



Schroder Investment Management (Singapore) Ltd
138 Market Street, #23-01 CapitaGreen, Singapore 048946,
or call our Customer Help Line at 1800 534 4288