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## **Prospectus**

- **NIKKO AM HONG KONG EXCHANGE TRADED FUND SERIES**
  - NIKKO AM GLOBAL INTERNET ETF
  - NIKKOAM METAVERSE THEME ACTIVE ETF

**28 April 2023**

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**IMPORTANT:** If you are in any doubt about the contents of this Prospectus, you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser for independent professional financial advice.

Investors should note that this Prospectus relates to Sub-Funds which may offer both exchange-traded class of Units and unlisted (not exchange-traded) class of Units.

# **Nikko AM Hong Kong Exchange Traded Funds Series**

*(a Hong Kong umbrella unit trust authorised under Section 104 of the Securities and Futures Ordinance (Cap. 571) of Hong Kong)*

## **PROSPECTUS**

*Manager*

**Nikko Asset Management Hong Kong Limited**

**28 April 2023**

Hong Kong Exchanges and Clearing Limited ("HKEx"), The Stock Exchange of Hong Kong Limited (the "SEHK"), Hong Kong Securities Clearing Company Limited ("HKSCC") and the Hong Kong Securities and Futures Commission (the "SFC") take no responsibility for the contents of this Prospectus, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Prospectus. The Trust and each Sub-Fund set out in Part 2 of this Prospectus have each been authorised as collective investment schemes by the SFC. SFC authorisation is not a recommendation or endorsement of a scheme nor does it guarantee the commercial merits of a scheme or its performance. It does not mean the scheme is suitable for all investors nor is it an endorsement of its suitability for any particular investor or Class of investors.

## IMPORTANT INFORMATION

This Prospectus relates to the offer in Hong Kong of units (the “Units”) in the Nikko AM Hong Kong Exchange Traded Funds Series (the “Trust”) and its sub-funds (the “Sub-Funds”). The Trust is an umbrella unit trust established under Hong Kong law by a trust deed dated 27 August 2019 between Nikko Asset Management Hong Kong Limited (the “Manager”) and BNP Paribas Trust Services (Hong Kong) Limited (as the previous trustee), as amended and/or supplemented from time to time, including by a Deed of Retirement and Appointment of Trustee, pursuant to which BNP Paribas Securities Services, acting through its Hong Kong Branch (as the previous trustee) was formerly appointed as trustee of the Trust in place of BNP Paribas Trust Services (Hong Kong) Limited with effect from 30 August 2021, and subsequently by a Supplemental Deed, pursuant to which BNP Paribas, acting through its Hong Kong Branch (the “Trustee”) was appointed as trustee of the Trust in place of BNP Paribas Securities Services, acting through its Hong Kong Branch with effect from 1 October 2022 (collectively, the “Trust Deed”). The Trust Deed is governed by the laws of Hong Kong.

The Trust may establish sub-funds (each a “Sub-Fund”) in respect of which a separate class or classes of Units will be issued. Where specified in the relevant Appendix, a Sub-Fund may issue both exchange-traded classes of Units (“Listed Class of Units”) and/or unlisted (not exchange-traded) classes of Units (“Unlisted Class of Units”).

The information contained in this Prospectus has been prepared to assist potential investors in making an informed decision in relation to investing in a Sub-Fund. It contains important facts about each Sub-Fund whose Units are offered in accordance with this Prospectus. A product key facts statement which contains the key features and risks of each Sub-Fund is also issued by the Manager and such product key facts statements shall form part of this Prospectus, and shall be read, in conjunction with, this Prospectus. For Sub-Funds which issue both Listed Class of Units and Unlisted Class of Units, a separate set of product key facts statement will be available for each class that is offered to Hong Kong investors.

The Manager accepts full responsibility for the accuracy of the information contained in this Prospectus and the Product Key Facts Statement(s) of each Sub-Fund, and confirms having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement in this Prospectus or any Product Key Facts Statement misleading.

The Manager also confirms that this Prospectus includes particulars given in compliance with the *Code on Unit Trusts and Mutual Funds* (the “Code”) and the “Overarching Principles” of the *SFC Handbook for Unit Trusts and Mutual Funds, Investment-Linked Assurance Schemes and Unlisted Structured Investment Products* and (in respect of the Listed Class of Units only) the *Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited* for the purposes of giving information with regard to the Units of each Sub-Fund. The Trustee is not responsible for the preparation of this Prospectus and shall not be held liable to any person for any information disclosed in this Prospectus, except for the information regarding the Trustee itself under the paragraph headed “The Trustee and Registrar” in the section on “Management of the Trust and Sub-Funds” and, where applicable, under “Trustee and Registrar” in any Appendix.

Each Sub-Fund is a fund falling within Chapter 8.6 or Chapter 8.10 of the Code. The Trust and each Sub-Fund are authorised by the SFC in Hong Kong under Section 104 of the Securities and Futures Ordinance. The SFC takes no responsibility for the financial soundness of the Trust, any Sub-Fund or for the correctness of any statements made or opinions expressed in this Prospectus. SFC authorisation is not a recommendation or endorsement of a scheme nor does it guarantee the commercial merits of a scheme or its performance. It does not mean the scheme is suitable for all investors nor is it an endorsement of its suitability for any particular investor or Class of investors.

You should consult your financial adviser, consult your tax advisers and take legal advice as appropriate as to whether any governmental or other consents are required, or other formalities need to be observed, to enable you to acquire Units as to whether any taxation effects, foreign exchange restrictions or exchange control requirements are applicable and to determine whether any investment in a Sub-Fund is appropriate for you.

Dealings in the Units of Nikko AM Global Internet ETF and the Listed Class of Units of NikkoAM Metaverse Theme Active ETF have commenced on the SEHK. The Units of Nikko AM Global Internet ETF and the Listed Class of Units of NikkoAM Metaverse Theme Active ETF have been accepted as eligible securities by Hong Kong Securities Clearing Company Limited (“HKSCC”) for deposit, clearing and settlement in the Central Clearing and Settlement System (“CCASS”).

Settlement of transactions between participants on the SEHK is required to take place in CCASS on the second CCASS settlement day after the trading day. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

No action has been taken to permit an offering of Units or the distribution of this Prospectus in any jurisdiction other than Hong Kong and, accordingly, this Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction

in which such offer is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The Units have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act") or any other United States Federal or State law and, except in a transaction which does not violate the Securities Act, may not be directly or indirectly offered to or sold in the United States of America or any of its territories or for the benefit of a US Person (as defined in Regulation S of the Securities Act). The Trust and each Sub-Fund have not been and will not be registered as an investment company under the United States Investment Company Act of 1940, as amended. Units may not be acquired or owned by (i) an employee benefit plan, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Title I of ERISA, (ii) a plan, as defined in Section 4975(e)(1) of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), that is subject to Section 4975 of the Internal Revenue Code, (iii) a plan that is subject to any other law, regulation, rule or restriction that is substantially similar to ERISA or Section 4975 of the Internal Revenue Code ("Similar Law") or (iv) an entity whose assets are deemed to include the assets of such an employee benefit plan or plan for purposes of ERISA, Section 4975 of the Internal Revenue Code or Similar Law, unless the purchase, holding and disposition of units will not constitute a violation under ERISA, Section 4975 of the Internal Revenue Code and any applicable Similar Law.

The Units have not been approved or disapproved by the United States Securities and Exchange Commission (the "SEC") or any other regulatory agency in the United States, nor has the SEC or any other regulatory agency in the United States passed upon the accuracy or adequacy of this Prospectus or the merits of the Units. Any representation to the contrary is a criminal offence.

The United States Commodity Futures Trading Commission (the "CFTC") has not reviewed or approved this offering or any offering memorandum for the Trust.

This Prospectus may not be distributed into the United States. The distribution of this Prospectus and the offering of the Units may also be restricted in certain other jurisdictions.

Except in a transaction which does not violate the US Securities Act, the Units cannot be offered or sold, directly or indirectly, in the United States of America (including its territories and possessions), to or for the benefit of a "U.S. Person", as defined in the U.S. "Regulation S" adopted by the SEC.

The Manager may impose restrictions on the Unitholders by any "U.S. Person" and operate (i) compulsory redemption of Units or (ii) transfer of Units held by such "U.S. Person".

Such power covers any person (a) who appears to be directly or indirectly in breach of the laws or regulations of any country or governmental authority, or (b) in the opinion of the Manager, might result in a Sub-Fund suffering any disadvantage which such Sub-Fund might not otherwise have incurred or suffered.

"U.S. Person" means: (a) any natural person resident in the U.S.; (b) any partnership or corporation organised or incorporated under the laws of the U.S.; (c) any estate of which any executor or administrator is a U.S. Person; (d) any trust of which any trustee is a U.S. Person; (e) any agency or branch of a non-U.S. entity located in the U.S.; (f) any non-discretionary or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the U.S.; and (h) any partnership or corporation if (i) organised or incorporated under the laws of any non-U.S. jurisdiction and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act unless it is organised or incorporated, and owned, by accredited investors (as defined under Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

Furthermore, distribution of this Prospectus shall not be permitted unless it is accompanied by a copy of the latest annual financial statements of each Sub-Fund (where existing) and, if later, its most recent interim report.

You should note that any amendment or addendum to this Prospectus will only be posted on the Trust's website ([www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf)) the contents of which, and of any other websites referred to in this Prospectus, have not been reviewed by the SFC. This Prospectus may refer to information and materials included in websites. Such information and materials do not form part of this Prospectus and they have not been reviewed by the SFC or any regulatory body. Investors should note that the information provided in websites may be updated and changed periodically without any notice to any person.

**Investment involves risk and investors should note that losses may be sustained on their investment. There is no assurance that the investment objective of the respective Sub-Fund will be achieved. Investors should read the Prospectus, particularly the section headed "Risk Factors", and the section headed "Specific Risk Factors" in the relevant Appendix, before making their investment decisions.**

**Please note that this Prospectus must be read together with the relevant Appendix and/or Addendum to this Prospectus which relate to a specific Sub-Fund of the Trust. The Appendix and/or Addendum set out the details relating to the Sub-Fund (which may include, without limitation, specific information on the Sub-Fund and**

**additional terms, conditions and restrictions applicable to the Sub-Fund). The provisions of an Appendix and/or an Addendum supplement this Prospectus.**

### **Questions and Complaints**

Investors may raise any questions on or make any complaints about the Trust (including any Sub-Fund) by contacting the Manager at its address as set out in the Directory of this Prospectus or calling the Manager on +852 3940 3900 during normal office hours.

## DIRECTORY

*Manager*

**Nikko Asset Management Hong Kong Limited**  
24/F Man Yee Building  
60-68 Des Voeux Road Central  
Hong Kong

*Trustee*

**BNP Paribas, acting through its Hong Kong Branch**

*Registered address:*

60-63/F Two International Finance Centre  
8 Finance Street  
Central  
Hong Kong

*Correspondence address:*

21/F PCCW Tower  
Taikoo Place  
979 King's Road  
Quarry Bay  
Hong Kong

*Sub-Manager*

**Nikko Asset Management Asia Limited**  
12 Marina View, #18-02 Asia Square Tower 2  
Singapore 018961

*Registrar*

**BNP Paribas, acting through its Hong Kong Branch**

*Registered address:*

60-63/F Two International Finance Centre  
8 Finance Street  
Central  
Hong Kong

*Correspondence address:*

21/F PCCW Tower  
Taikoo Place  
979 King's Road  
Quarry Bay  
Hong Kong

*Global Custodian*

**BNP Paribas, acting through its Singapore Branch**

20 Collyer Quay  
#01-01 Tung Centre  
Singapore 049319

*Fund Accountant*

**BNP Paribas, acting through its Singapore Branch**

20 Collyer Quay  
#01-01 Tung Centre  
Singapore 049319

*Auditor*

**PricewaterhouseCoopers**

21/F Edinburgh Tower  
15 Queen's Road Central  
Hong Kong

*Legal Counsel to the Manager*

**Simmons & Simmons**

30th Floor  
One Taikoo Place  
979 King's Road  
Quarry Bay  
Hong Kong

*Service Agent*

**HK Conversion Agency Services Limited**

10/F, One International Finance Centre  
1 Harbour View Street  
Central  
Hong Kong

*Listing Agent*  
**Altus Capital Limited**  
21 Wing Wo Street  
Central  
Hong Kong



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## **PART 1 – GENERAL INFORMATION RELATING TO THE TRUST AND SUB-FUNDS**

Part 1 of this Prospectus includes information relevant to the Trust and all Sub-Fund(s) established under the Trust.

The information presented in this Part 1 should be read in conjunction with the information presented in the relevant Appendix in Part 2 of this Prospectus in respect of a particular Sub-Fund. Where the information in Part 2 of this Prospectus conflicts with the information presented in this Part 1, the information in the relevant Appendix in Part 2 prevails, however, it is applicable to the specific Sub-Fund of the relevant Appendix only. Please refer to Part 2 “Specific Information Relating to Each Sub-Fund” for further information.

## DEFINITIONS

*In this Prospectus (including the relevant Appendix for any Sub-Fund), unless the context requires otherwise, the following expressions have the meanings set out below.*

“After Listing” means, in respect of a Listed Class of Units, the period which commences on the Listing Date and continues until the relevant Listed Class of Units is terminated.

“Appendix” means an appendix to this Prospectus that sets out specific information applicable to a Sub-Fund.

“Application” means, in respect of a Listed Class of Units, an application by a Participating Dealer for the creation or redemption of Units in accordance with the procedures for creation and redemption of Units set out in the Operating Guidelines, the relevant Participation Agreement and the terms of the Trust Deed.

“Application Unit” means, in respect of a Listed Class of Units, such number of Units as specified in this Prospectus or such other number of Units determined by the Manager, approved by the Trustee and notified to the Participating Dealers.

“Business Day” in respect of a Sub-Fund, means, unless the Manager and the Trustee otherwise agree, a day on which (a)(i) the SEHK is open for normal trading; and (ii) the relevant market on which Securities included in the relevant Index or the Sub-Fund are traded is open for normal trading; or (iii) if there is more than one such market, the market designated by the Manager is open for normal trading, and (b) (where applicable) the relevant Index is compiled and published, or such other day or days as the Manager and the Trustee may agree from time to time provided that if on any such day, the period during which the relevant market is open for normal trading is reduced as a result of a Number 8 or higher Typhoon Signal, Black Rainstorm warning or other similar event, such day shall not be a Business Day unless the Manager and the Trustee otherwise agree.

“Cancellation Compensation” means, in respect of a Listed Class of Units, an amount payable by a Participating Dealer for the account of the Sub-Fund in respect of a Default or a cancellation of Creation Application or Redemption Application, as set out in the Trust Deed, the Participation Agreement and/or the Operating Guidelines applicable at the time the relevant Creation Application or Redemption Application is made.

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC or any successor system operated by HKSCC or its successors.

“CCASS Settlement Day” means the term “Settlement Day” as defined in the General Rules of CCASS.

“Class” means any one of the classes of Units which may be issued in respect of a Sub-Fund.

“Class Currency” means, in relation to a class of Units, the base currency of the Sub-Fund relating thereto or such other currency of account as the Manager may specify for such class of Units in accordance with the Trust Deed.

“Code” means the Code on Unit Trusts and Mutual Funds issued by the SFC (as amended, or replaced, from time to time).

“Connected Person” has the meaning as set out in the Code which at the date of this Prospectus means in relation to a company:

- (a) any person or company beneficially owning, directly or indirectly, 20% or more of the ordinary share capital of that company or able to exercise directly or indirectly, 20% or more of the total votes in that company; or
- (b) any person or company controlled by a person who or which meets one or both of the

descriptions given in (a); or

- (c) any member of the group of which that company forms part; or
- (d) any director or officer of that company or of any of its connected persons as defined in (a), (b) or (c).

“Conversion Agency Agreement” means the agreement by which the Conversion Agent agrees with the Manager to provide its services in respect of the Listed Class of Units of a Sub-Fund entered amongst the Manager, the Conversion Agent and HKSCC.

“Creation Application” means, in respect of a Listed Class of Units, an application by a Participating Dealer for the creation and issue of Units in an Application Unit size in accordance with the Operating Guidelines and the Trust Deed.

“Dealing Day” means, in relation to a Sub-Fund, each Business Day during the continuance of such Sub-Fund, and/or such other day or days as the Manager may from time to time determine in consultation with the Trustee.

“Dealing Deadline” means, in relation to a Sub-Fund and a Dealing Day, the time on each Dealing Day specified in the Appendix of a Sub-Fund or such other time or day as the Manager may from time to time determine in consultation with the Trustee.

“Deed of Retirement and Appointment of Trustee” means a supplemental deed relating to the retirement and appointment of trustee dated 9 June 2021 entered into by the Manager, BNP Paribas Trust Services (Hong Kong) Limited and BNP Paribas Securities Services, acting through its Hong Kong Branch, pursuant to which BNP Paribas Securities Services, acting through its Hong Kong Branch (as the previous trustee) was formerly appointed as trustee of the Trust in place of BNP Paribas Trust Services (Hong Kong) Limited.

“Default” means a failure by a Participating Dealer in respect of:

- (a) a Creation Application to deliver the requisite Securities and/or any relevant cash amount;  
or
- (b) a Redemption Application to deliver the Units the subject of the Redemption Application and/or relevant cash amount.

“Deposited Property” means, in respect of a Sub-Fund, all the assets (including Income Property), received or receivable by the Trustee, for the time being held or deemed to be held upon the trusts of and subject to the terms of the Trust Deed for the account of the relevant Sub-Fund but excluding (i) Income Property standing to the credit of the distribution account of such Sub-Fund (other than interest earned thereon), and (ii) any other amount for the time being standing to the credit of the distribution account of such Sub-Fund.

“Dual-Counter” means, in respect of a Listed Class of Units, the facility by which the Units of a Sub-Fund traded in two currencies (HKD and USD) are each assigned separate stock codes on the SEHK and are accepted for deposit, clearance and settlement in CCASS in more than one eligible currency (HKD and USD) as described in the relevant Appendix of this Prospectus.

“Duties and Charges” means, in relation to any particular transaction or dealing, all stamp and other duties, taxes, government charges, brokerage, bank charges, transfer fees, registration fees, transaction levies 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, transfer, cancellation or redemption of Units or the acquisition or disposal of Securities or otherwise which may have become or may be payable in respect of, and whether prior to, upon or after the occasion of, such transaction or dealing and including but not limited to, in relation to an issue of Units or redemption of Units, a charge (if any) of such amount or at such rate as is determined by the Manager or the Trustee to be made for the purpose of compensating or reimbursing the Trust for the difference between (a) the prices used when valuing the Securities in the Trust Fund for the

purpose of such issue or redemption of Units and (b) (in the case of an issue of Units) the prices which would be used when acquiring the same Securities if they were acquired by the Trust with the amount of cash received by the Trust upon such issue of Units and (in the case of a redemption of Units) the prices which would be used when selling the same Securities if they were sold by the Trust in order to realise the amount of cash required to be paid out of the Trust Fund upon such redemption of Units. For the avoidance of doubt, when calculating subscription and redemption prices, duties and charges may include (if applicable) any provision for bid and ask spreads (to take into account the difference between the price at which assets were valued for the purpose of calculating the Net Asset Value and the estimated price at which such assets shall be bought as a result of a subscription or sold as a result of a redemption), but may not include (if applicable) any commission payable to agents on sales and purchases of the Units or any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of Units).

“Encumbrance” means any mortgage, charge, pledge, lien, third party right or interest, any other encumbrance or security interest of any kind or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect other than any such encumbrance or security interest imposed by the terms of the relevant clearing system/depositary or otherwise created by the terms of the Participation Agreement, the Trust Deed or any agreement between the Manager, the Trustee and the relevant Participating Dealer.

“entities within the same group” means entities which are included in the same group for the purposes of consolidated financial statements prepared in accordance with internationally recognised accounting standards.

“Extension Fee” means, in respect of a Listed Class of Units, the fee payable to the Trustee on each occasion the Manager, upon a Participating Dealer’s request, grants the Participating Dealer an extended settlement in respect of a Creation Application or Redemption Application.

“FDIs” means financial derivative instruments.

“FRC” means the Financial Reporting Council or its successors.

“HKD” means Hong Kong dollars, the lawful currency of Hong Kong.

“HKEx” means Hong Kong Exchanges and Clearing Limited or its successors.

“HKSCC” means the Hong Kong Securities Clearing Company Limited or its successors.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Government and other Public Securities” has the meaning as set out in the Code.

“HKFRS” means Hong Kong Financial Reporting Standards.

“Income Property” means, in respect of a Sub-Fund, (a) all interest, dividends and other sums deemed by the Manager, (after consulting the auditors either on a general or case by case basis), to be in the nature of income (including taxation repayments, if any) received or receivable by the Trustee in respect of the Deposited Property of the Sub-Fund (whether in cash or, without limitation, by warrant, cheque, money, credit or otherwise or the proceeds of sale or transfer of any Income Property received in a form other than cash); (b) all interest and other sums received or receivable by the Trustee in respect of (a), (c) or (d) of this definition; (c) all cash payments received or receivable by the Trustee for the account of the Sub-Fund in respect of applications; (d) all compensations relating to the cancellation of applications in respect of Units received by the Trustee for the account of the Sub-Fund; and (e) any payments to be received or are receivable by the Trustee under any contractual agreements in the nature of investments for the benefit of the relevant Sub-Fund but excluding (i) other Deposited Property; (ii) any amount for the time being standing to the credit of the distribution account for the account of the Sub-Fund or previously distributed to Unitholders; (iii) gains for the account of the Sub-Fund arising from the realisation of Securities; and (iv) any sums applied towards payment of the fees, costs and expenses payable by

the Trust from the Income Property of the Sub-Fund,

“Index” means the index or benchmark, if any, against which an Index Tracking Sub-Fund may be benchmarked or may otherwise be referenced as set out in the relevant Appendix.

“Index Provider” means, in respect of an Index Tracking Sub-Fund, the person responsible for compiling the Index against which the relevant Sub-Fund benchmarks its investments and who holds the right to licence the use of such Index to the relevant Sub-Fund as set out in the relevant Appendix.

“Index Tracking Sub-Fund” means a Sub-Fund with a principal objective to track, replicate or correspond to a financial index or benchmark, with an aim of providing or achieving investment results or returns that closely match or correspond to the performance of the Index that it tracks.

“Initial Issue Date” means in respect of each Sub-Fund (or Class), the date of the first issue of Units of that Sub-Fund (or Class).

“Initial Offer Period” means, in respect of any Class of Units, such period as may be agreed between the Trustee and the Manager for the purpose of making an initial offer of Units of such Class, as set out in the relevant Appendix.

“Insolvency Event” occurs in relation to a person where (i) an order has been made or an effective resolution passed for the liquidation or bankruptcy of the person; (ii) a receiver or similar officer has been appointed in respect of the person or of any of the person’s assets or the person becomes subject to an administration order; (iii) the person enters into an arrangement with one or more of its creditors or is deemed to be unable to pay its debts; (iv) the person ceases or threatens to cease to carry on its business or substantially the whole of its business or makes or threatens to make any material alteration to the nature of its business; or (v) the Manager in good faith believes that any of the above is likely to occur.

“Issue Price” means, in respect of a Listed Class of Units, the price at which Units in that Class may be issued, determined in accordance with the Trust Deed.

“Listed Class of Units” means a class of Units of a Sub-Fund which is listed on either the SEHK or any other Recognised Stock Exchange.

“Listing Date” means in respect of each relevant Sub-Fund, the date on which the Units of the Listed Class of Units of the Sub-Fund are first listed and from which dealings therein are permitted to take place on SEHK, the expected date of which is set out in the relevant Appendix of the Sub-Fund.

“Macau” means the Macao Special Administrative Region of the People’s Republic of China.

“Manager” means Nikko Asset Management Hong Kong Limited or such other person or persons for the time being duly appointed pursuant to the Trust Deed as manager of the Trust in succession thereto being approved by the SFC under the Code.

“Market” means in any part of the world, the SEHK or such other stock exchange from time to time determined by the Manager, and any over-the-counter transaction conducted in any part of the world and in relation to any Security shall be deemed to include any bilateral agreement with a responsible firm, corporation or association in any country in any part of the world dealing in the Security which the Manager may from time to time elect.

“Market Maker” means a broker or dealer permitted by the SEHK to act as such by making a market for a Listed Class of Units in the secondary market on the SEHK.

“Net Asset Value” means the net asset value of a Sub-Fund or, as the context may require, the net asset value of a Unit of a Sub-Fund (or Class thereof) calculated under the Trust Deed.

“Operating Guidelines” means, in respect of a Listed Class of Units, the guidelines for the creation and redemption of Units of the Class as set out in the schedule to each Participation Agreement as

amended from time to time by the Manager with the approval of the Trustee, and where applicable, with the approval of HKSCC and the Conversion Agent, and following consultation, to the extent reasonably practicable, with the relevant Participating Dealers subject always, in respect of the relevant Operating Guidelines for a Participating Dealer, any amendment being notified in writing by the Manager in advance to the relevant Participating Dealer. Unless otherwise specified, references to the Operating Guidelines shall be to the Operating Guidelines for the Class of Units applicable at the time of the relevant Application.

“Participating Dealer” means a licensed broker or dealer who is (or who has appointed an agent or delegate who is) a person admitted for the time being by HKSCC as a participant of CCASS and who has entered into a Participation Agreement in form and substance acceptable to the Manager and Trustee, and any reference in this Prospectus to “Participating Dealer” shall include a reference to any agent or delegate so appointed by the Participating Dealer.

“Participation Agreement” means an agreement entered into between, among others, the Trustee, the Manager and a Participating Dealer (and its agent, if applicable) and if determined necessary by the Manager (in its absolute discretion), each of HKSCC and the Conversion Agent, setting out, (amongst other things), the arrangements in respect of the issue of Units of a Listed Class of Units and the redemption and cancellation of Units of a Listed Class of Units. References to the Participation Agreement shall, where appropriate, mean the Participation Agreement, read together with the Operating Guidelines.

“Prohibited Person” has the meaning given to it under the Trust Deed.

“PD Agent” means a person who is admitted by HKSCC as either a Direct Clearing Participant or a General Clearing Participant (as defined in the General Rules of CCASS) in CCASS and who has been appointed by a Participating Dealer as its agent for the creation and redemption of a Listed Class of Units.

“PRC” means the People’s Republic of China, excluding for the purposes of interpretation of this Prospectus only, Hong Kong, Macau and Taiwan.

“Recognised Futures Exchange” means an international futures exchange which is recognised by the SFC or which is approved by the Manager.

“Recognised Stock Exchange” means an international stock exchange which is recognised by the SFC or which is approved by the Manager.

“Redemption Application” means, in respect of a Listed Class of Units, an application by a Participating Dealer for the redemption of Units in Application Unit size in accordance with the Operating Guidelines and the Trust Deed.

“Redemption Price” means, in respect of Unlisted Class of Units, the price per Unit at which such Unit is redeemed, calculated in accordance with the Trust Deed.

“Redemption Value” means, in respect of a Listed Class of Units, the price per Unit at which such Unit is redeemed, calculated in accordance with the Trust Deed.

“Registrar” means such person as may from time to time be appointed as registrar in respect of each Sub-Fund in accordance with the Trust Deed to keep the register of the Unitholders of the Sub-Fund.

“Securities” means any shares, stocks, debentures, loan stocks, bonds, securities, depositary receipts, interests in collective investment schemes, commercial paper, acceptances, trade bills, warrants, participation notes, certificates, structured products, treasury bills, instruments or notes of, or issued by or under the guarantee of, any body, whether incorporated or unincorporated, and whether listed or unlisted, or of any government or local government authority or supranational body, whether paying interest or dividends or not and whether fully-paid, partly paid or nil paid and includes (without prejudice to the generality of the foregoing):

- (a) any right, option or interest (howsoever described) in or in respect of any of the foregoing, including units in any unit trust (as defined in the Trust Deed);
- (b) any certificate of interest or participation in, or temporary or interim certificate for, receipt for or warrant to subscribe or purchase, any of the foregoing;
- (c) any instrument commonly known or recognised as a security;
- (d) any receipt or other certificate or document evidencing the deposit of a sum of money, or any rights or interests arising under any such receipt, certificate or document; and
- (e) any bill of exchange and any promissory note.

“SEHK” means The Stock Exchange of Hong Kong Limited or its successors.

“Service Agent” or “Conversion Agent” means HK Conversion Agency Services Limited or such other person as may from time to time be appointed to act as service agent or conversion agent (as the case may be) in relation to a Sub-Fund.

“Service Agent’s Fee” or “Conversion Agent’s Fee” means, in respect of a Listed Class of Units of a Sub-Fund, the fee which may be charged for the benefit of the Service Agent or Conversion Agent (as the case may be) to each Participating Dealer or PD Agent (as the case may be) on each book-entry deposit or withdrawal transaction made by the relevant Participating Dealer or PD Agent (as the case may be), the maximum level of which shall be determined by the Service Agent or Conversion Agent (as the case may be) and set out in this Prospectus.

“Service Agreement” means each agreement by which the Service Agent provides its services in respect of the Listed Class of Units of a Sub-Fund entered amongst the Trustee, the Manager, the Registrar, the Participating Dealer, the PD Agent (where applicable), the Service Agent and HKSCC.

“Settlement Day” means, in respect of a Listed Class of Units, a Business Day in respect of the relevant Dealing Day pursuant to the Operating Guidelines or such other Business Days in respect of the relevant Dealing Day as determined by the Manager in consultation with the Trustee from time to time and notified to the relevant Participating Dealers, either generally or for a particular Class or Classes of Units.

“SFC” means the Securities and Futures Commission of Hong Kong or its successors.

“SFO” means the Securities and Futures Ordinance (Cap. 571) of Hong Kong.

“Sub-Fund” means a segregated pool of assets and liabilities into which the Trust Fund is divided, established under the Trust Deed and the relevant supplemental deed as a separate trust as described in the relevant Appendix.

“Subscription Price” means, in respect of Unlisted Class of Units, the price at which Units may be subscribed for, determined in accordance with the Trust Deed.

“Supplemental Deed” means a supplemental deed dated 15 July 2022 entered into by the Manager, BNP Paribas Securities Services, acting through its Hong Kong Branch, and BNP Paribas, acting through its Hong Kong Branch, pursuant to which BNP Paribas, acting through its Hong Kong Branch was appointed as trustee of the Trust in place of BNP Paribas Securities Services, acting through its Hong Kong Branch.

“Transaction Fee” means the fee, in respect of a Listed Class of Units, which may be charged for the benefit of the Service Agent or Conversion Agent (as the case may be), the Registrar and/or the Trustee to each Participating Dealer on each Dealing Day upon which an Application has been or Applications have been made by the relevant Participating Dealer.

“Trust” means the umbrella unit trust constituted by the Trust Deed and called Nikko AM Hong Kong Exchange Traded Funds Series or such other name as the Manager may from time to time



determine, upon prior notice to the Trustee.

“Trust Deed” means the trust deed constituting the Trust dated 27 August 2019 between the Manager and BNP Paribas Trust Services (Hong Kong) Limited (as the previous trustee), as amended, supplemented and/or restated from time to time, including by the Deed of Retirement and Appointment of Trustee and subsequently by the Supplemental Deed.

“Trust Fund” means, with respect to each Sub-Fund all the property held or deemed to be held by the Trustee upon the trusts hereof, including the Deposited Property and Income Property attributable to that Sub-Fund, and subject to the terms and provisions of the Trust Deed, except any amount for the time being standing to the credit of the distribution account attributable to that Sub-Fund, and where such term is used generically, “Trust Fund” means the Trust Fund attributable to all Sub-Funds taken together.

“Trustee” means BNP Paribas, acting through its Hong Kong Branch or such other person or persons for the time being duly appointed as trustee or trustees hereof in succession thereto in accordance with the Trust Deed.

“Unit” means a unit representing an undivided share in a Sub-Fund.

“Unitholder” means a person for the time being entered on the register of holders as the holder of Units including, where the context so admits, persons jointly registered.

“Unlisted Class of Units” means a class of Units of a Sub-Fund which is neither listed on the SEHK nor any other Recognised Stock Exchange.

“USD” means United States dollars, the lawful currency of the United States of America.

“Valuation Point” means, in respect of a Sub-Fund (or Class), unless otherwise specified in the relevant Appendix of a Sub-Fund, the official close of trading on the Market on which the Securities constituting the Index (if any) or the Sub-Fund are listed on each Dealing Day or if more than one, the official close of trading on the last relevant Market to close or such other time or times as determined by the Manager in consultation with the Trustee from time to time provided that there shall always be a Valuation Point on each Dealing Day other than where there is a suspension of the issue, creation and redemption of Units.

## INTRODUCTION

### **The Trust**

The Trust is an umbrella unit trust created by the Trust Deed between the Manager and BNP Paribas Trust Services (Hong Kong) Limited (as previous trustee) made under Hong Kong law. By way of the Deed of Retirement and Appointment of Trustee, BNP Paribas Securities Services, acting through its Hong Kong Branch (as previous trustee) was formerly appointed as trustee of the Trust in place of BNP Paribas Trust Services (Hong Kong) Limited with effect from 30 August 2021, and subsequently by way of the Supplemental Deed, the Trustee, BNP Paribas, acting through its Hong Kong Branch, was appointed as the trustee of the Trust in place of BNP Paribas Securities Services, acting through its Hong Kong Branch with effect from 1 October 2022.

The Trust and each Sub-Fund is authorised as a collective investment scheme by the SFC under Section 104 of the SFO and each Sub-Fund falls within Chapter 8.6 (Nikko AM Global Internet ETF) or Chapter 8.10 (NikkoAM Metaverse Theme Active ETF) of the Code. SFC authorisation is not a recommendation or endorsement of a Sub-Fund nor does it guarantee the commercial merits of a Sub-Fund or its performance. It does not mean that a Sub-Fund is suitable for all investors nor is it an endorsement of its suitability for any particular investor or Class of investors.

### **The Sub-Funds**

The Trust may establish different Sub-Funds and the Trustee shall establish a separate pool of assets under the Trust Deed as separate trusts (each such separate pool of assets a “Sub-Fund”) to which one or more Class of Units shall be attributable. The assets of a Sub-Fund will be invested and administered separately from the other assets of the Trust. The Listed Class of Units of all Sub-Funds will be listed on the SEHK.

The Manager and the Trustee reserve the right to establish other Sub-Funds and/or issue further Classes of Units relating to a Sub-Fund or Sub-Funds in the future in accordance with the provisions of the Trust Deed. Where indicated in the relevant Appendix, Units in a Sub-Fund may be available for trading on the SEHK using a Dual-Counter. Each Sub-Fund will have its own Appendix.

Each Sub-Fund may issue Listed Class of Units and Unlisted Class of Units. In respect of Sub-Funds which offer both Listed Class of Units and Unlisted Class of Units, please refer to the table set out in the relevant Appendix which sets out the key similarities and differences between each Class of Units.

## **INVESTMENT OBJECTIVE, STRATEGY AND RESTRICTIONS, SECURITIES LENDING AND BORROWING**

### **Investment Objective**

A Sub-Fund may be an Index Tracking Sub-Fund or an actively managed Sub-Fund.

The investment objective of each Index Tracking Sub-Fund is to provide investment results that, before fees and expenses, closely correspond to the performance of the relevant Index unless otherwise stated in the relevant Appendix.

The investment objective of each actively managed Sub-Fund is set out in the relevant Appendix.

### **Investment Strategy**

The investment strategy of each Sub-Fund is stated in the relevant Appendix.

#### Index Tracking Sub-Funds

Each Index Tracking Sub-Fund will adopt a full replication and/or a representative sampling strategy.

##### *Replication Strategy*

Where a Sub-Fund adopts a replication strategy as its investment strategy, it will invest in substantially all the Securities constituting the Index in substantially the same weightings (i.e. proportions) as these Securities have in the Index. When a Security ceases to be a constituent of the Index, rebalancing occurs which involves, among other things, selling the outgoing Security and potentially using the proceeds to invest in the incoming Security.

##### *Representative Sampling Strategy*

Where a Sub-Fund adopts a representative sampling strategy as its investment strategy, it will invest, directly or indirectly, in a representative sample of the Securities in the relevant Index that collectively reflects the investment characteristics of such Index and aims to replicate its performance. A Sub-Fund adopting a representative sampling strategy may or may not hold all of the Securities that are included in the relevant Index, and may hold a portfolio of Securities which are not included in the Index, provided that these collectively feature a high correlation with the Index.

##### *Switching Between Strategies*

Whilst the replication strategy is likely to track the performance of the relevant Index more closely when compared to the representative sampling strategy, it may not be the most efficient way to do so. Also, it may not always be possible or it may be difficult to buy or hold certain Securities comprising the Index. The Manager may therefore, in the appropriate circumstances, choose to use a representative sampling strategy, having regard to the number of Securities constituting the Index, the liquidity of such Securities, any restrictions on the ownership of such Securities, the transaction expenses and other trading costs, and tax and other regulatory restrictions.

Investors should note that the Manager may switch between the above investment strategies, without prior notice to investors, in its absolute discretion as it believes appropriate in order to achieve the investment objective of the relevant Sub-Fund by tracking the relevant Index as closely (or efficiently) as possible for the benefit of investors.

In addition to the investment strategies set out above, Sub-Funds may be launched with synthetic or futures-based strategies as described in the relevant Appendix for each such Sub-Fund.

## Actively managed Sub-Funds

An actively managed Sub-Fund does not track an index. The Manager will actively manage the relevant Sub-Fund based on its investment strategy in seeking to achieve the investment objective of the Sub-Fund, as described in the relevant Appendix.

### Investment Restrictions

Unless otherwise specifically provided for in the relevant Appendix, the investment restrictions applicable to each Sub-Fund (that are included in the Trust Deed) are summarised below:

- (a) the aggregate value of a Sub-Fund's investments in, or exposure to, any single entity through the following may not exceed 10% of the Net Asset Value of such Sub-Fund, save as permitted by Chapter 8.6(h) and as varied by Chapter 8.6(h)(a) of the Code in respect of an Index Tracking Sub-Fund;
  - (1) investments in Securities issued by such entity;
  - (2) exposure to such entity through underlying assets of FDIs; and
  - (3) net counterparty exposure to such entity arising from transactions of over-the-counter FDIs;
- (b) subject to (a) above and Chapter 7.28(c) of the Code and unless otherwise approved by the SFC, the aggregate value of a Sub-Fund's investments in, or exposure to, entities within the same group through the following may not exceed 20% of the Net Asset Value of the Sub-Fund:
  - (1) investments in Securities issued by such entities;
  - (2) exposure to such entities through underlying assets of FDIs; and
  - (3) net counterparty exposure to such entities arising from transactions of over-the-counter FDIs;
- (c) unless otherwise approved by the SFC, the value of a Sub-Fund's cash deposits made with the same entity or entities within the same group may not exceed 20% of the Net Asset Value of the Sub-Fund, unless:
  - (1) the cash is held before the launch of the Sub-Fund and for a reasonable period thereafter prior to the initial subscription proceeds being fully invested, or
  - (2) the cash is proceeds from liquidation of investments prior to the merger or termination of a Sub-Fund, whereby the placing of cash deposits with various financial institutions may not be in the best interest of investors; or
  - (3) the cash is proceeds received from subscriptions pending investments and held for the settlement of redemption and other payment obligations, whereby the placing of cash deposits with various financial institutions is unduly burdensome and the cash deposits arrangement would not compromise investors' interests;
- (d) ordinary shares issued by any single entity held for the account of a Sub-Fund, when aggregated with other holdings of ordinary shares of the same entity held for the account of all other Sub-Funds under the Trust collectively may not exceed 10% of the nominal amount of the ordinary shares issued by a single entity;
- (e) not more than 15% of the Net Asset Value of a Sub-Fund may be invested in Securities and other financial products or instruments that are neither listed, quoted nor dealt in on a stock exchange, over-the-counter market or other organised securities market which is open to the international public and on which such Securities are regularly traded;

- (f) notwithstanding (a), (b), (d) and (e), where direct investment by a Sub-Fund in a market is not in the best interests of investors, a Sub-Fund may invest through a wholly-owned subsidiary company established solely for the purpose of making direct investments in such market. In this case:
- (1) the underlying investments of the subsidiary, together with the direct investments made by the Sub-Fund, must in aggregate comply with the requirements of Chapter 7 of the Code;
  - (2) any increase in the overall fees and charges directly or indirectly borne by the Unitholders or the Sub-Fund as a result must be clearly disclosed in the Prospectus; and
  - (3) the Sub-Fund must produce the reports required by the Code in a consolidated form to include the assets (including investment portfolio) and liabilities of the subsidiary company as part of those of the Sub-Fund;
- (g) notwithstanding (a), (b) and (d), not more than 30% of the Net Asset Value of a Sub-Fund may be invested in Government and other Public Securities of the same issue, except, for an Index Tracking Sub-Fund, such limit may be exceeded with the approval of the SFC;
- (h) subject to (g), a Sub-Fund may fully invest in Government and other Public Securities in at least six different issues. Subject to the approval of the SFC, an Index Tracking Sub-Fund which has been authorised by the SFC as an index fund may invest all of its assets in Government and other Public Securities in any number of different issues;
- (i) unless otherwise approved by the SFC, a Sub-Fund may not invest in physical commodities;
- (j) for the avoidance of doubt, exchange traded funds that are:
- (1) authorised by the SFC; or
  - (2) listed and regularly traded on internationally recognised stock exchanges open to the public (nominal listing not accepted) and (i) the principal objective of which is to track, replicate or correspond to a financial index or benchmark, which complies with the applicable requirements under Chapter 8.6 of the Code; or (ii) the investment objective, policy, underlying investments and product features of which are substantially in line with or comparable with those set out under Chapter 8.10 of the Code,
- may either be considered and treated as (i) listed Securities for the purposes of and subject to the requirements in paragraphs (a), (b) and (d) above; or (ii) collective investment schemes for the purposes of and subject to the requirements in paragraph (k) below. However, the investments in exchange traded funds shall be subject to paragraph (e) above and the relevant investment limits in exchange traded funds by a Sub-Fund should be consistently applied and clearly disclosed in this Prospectus;
- (k) where a Sub-Fund invests in shares or units of other collective investment schemes (“underlying schemes”),
- (1) the value of such Sub-Fund’s investment in units or shares in underlying schemes which are non-eligible schemes (as determined by the SFC) and not authorised by the SFC, may not in aggregate exceed 10% of the Net Asset Value of the Sub-Fund; and
  - (2) such Sub-Fund may invest in one or more underlying schemes which are either schemes authorised by the SFC or eligible schemes (as determined by the SFC), but the value of the Sub-Fund’s investment in units or shares in each such underlying scheme may not exceed 30% of the Net Asset Value of the Sub-Fund,

unless the underlying scheme is authorised by the SFC and its name and key investment information are disclosed in the Prospectus of the Sub-Fund,

provided that in respect of (1) and (2) above:

- (i) the objective of each underlying scheme may not be to invest primarily in any investment prohibited by Chapter 7 of the Code, and where that underlying scheme's objective is to invest primarily in investments restricted by Chapter 7 of the Code, such investments may not be in contravention of the relevant limitation prescribed by Chapter 7 of the Code. For the avoidance of doubt, a Sub-Fund may invest in scheme(s) authorised by the SFC under Chapter 8 of the Code (except for hedge funds under Chapter 8.7 of the Code), eligible scheme(s) (as determined by the SFC) of which the net derivative exposure (as defined in the Code) does not exceed 100% of its total Net Asset Value, and exchange traded funds satisfying the requirements in paragraph (j) above in compliance with paragraph (k)(1) and (k)(2);
  - (ii) where the underlying schemes are managed by the same management company as that of a Sub-Fund that invests in them, or by other companies within the same group that the Manager belongs to, then paragraphs (a), (b), (d) and (e) above are also applicable to the investments of the underlying scheme;
  - (iii) the objective of the underlying schemes may not be to invest primarily in other collective investment scheme(s);
  - (iv) where an investment is made in any underlying scheme(s) managed by the Manager or any of its Connected Persons, all initial charges and redemption charges on the underlying scheme(s) must be waived; and
  - (v) the Manager or any person acting on behalf of the Sub-Fund or the Manager may not obtain a rebate on any fees or charges levied by a underlying scheme or the management company of a underlying scheme, or quantifiable monetary benefits in connection with investments in any underlying scheme;
- (l) a Sub-Fund may invest 90% or more of its total Net Assets Value in a single collective investment scheme and may be authorised as a feeder fund by the SFC. In this case:
- (1) the underlying scheme ("master fund") must be authorised by the SFC;
  - (2) the relevant Appendix must state that:
    - (i) the Sub-Fund is a feeder fund into the master fund;
    - (ii) for the purpose of complying with the investment restrictions, the Sub-Fund and its master fund will be deemed a single entity;
    - (iii) the Sub-Fund's annual report must include the investment portfolio of the master fund as at the financial year end date; and
    - (iv) the aggregate amount of all the fees and charges of the Sub-Fund and its underlying master fund must be clearly disclosed;
  - (3) unless otherwise approved by the SFC, no increase in the overall total of initial charges, redemption charges, management company's annual fee, or any other costs and charges payable to the Manager or any of its Connected Persons borne by the Unitholders or by the Sub-Fund may result, if the master fund in which the Sub-Fund invests is managed by the Manager or by its Connected Person; and

- (4) notwithstanding paragraph (k)(iii) above, the master fund may invest in other collective investment scheme(s) subject to the investment restrictions as set out in paragraph (k); and
- (m) if the name of a Sub-Fund indicates a particular objective, investment strategy, geographic region or market, the Sub-Fund should, under normal market circumstances, invest at least 70% of its Net Asset Value in securities and other investments to reflect the particular objective, investment strategy or geographic region or market which the Sub-Fund represents.

A Sub-Fund shall not:

- (a) invest in a security of any Class in any company or body if any director or officer of the Manager individually owns more than 0.5% of the total nominal amount of all the issued securities of that Class or the directors and officers of the Manager collectively own more than 5% of those securities;
- (b) invest in any type of real estate (including buildings) or interests in real estate (including options or rights, but excluding shares in real estate companies and interests in real estate investment trusts (REITs));
- (c) make short sales if as a result a Sub-Fund would be required to deliver Securities exceeding 10% of the Net Asset Value of the Sub-Fund (and for this purpose Securities sold short must be actively traded on a market where short selling is permitted);
- (d) lend or make a loan out of the assets of a Sub-Fund, except to the extent that the acquisition of bonds or the making of a deposit (within the applicable investment restrictions) might constitute a loan;
- (e) subject to Chapter 7.3 of the Code, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person, save and except for reverse repurchase transactions in compliance with the Code;
- (f) enter into any obligation in respect of a Sub-Fund or acquire any asset or engage in any transaction for the account of a Sub-Fund which involves the assumption of any liability which is unlimited. For the avoidance of doubt, the liability of Unitholders is limited to their investment in the relevant Sub-Fund; or
- (g) apply any part of a Sub-Fund in the acquisition of any investments which are for the time being nil paid or partly paid in respect of which a call is due to be made for any sum unpaid on such investments unless such call could be met in full out of cash or near cash forming part of a Sub-Fund whereby such amount of cash or near cash has not been segregated to cover a future or contingent commitment arising from transactions in FDIs).

*Note:* The investment restrictions set out above apply to each Sub-Fund, subject to the following in relation to Index Tracking Sub-Fund: A collective investment scheme authorised by the SFC under the Code is usually restricted from making investments which would result in the value of that collective investment scheme's holdings of the Securities of any single entity exceeding 10% of the collective investment scheme's total net asset value. Given the investment objective of each Index Tracking Sub-Fund and nature of the relevant Index, an Index Tracking Sub-Fund is allowed under Chapter 8.6(h) of the Code to hold investments in Securities of any single entity exceeding 10% of the relevant Sub-Fund's latest available Net Asset Value if such constituent Securities account for more than 10% of the weighting of the Index and the relevant Sub-Fund's holding of any such constituent Securities does not exceed their respective weightings in the Index, except where the weightings are exceeded as a result of changes in the composition of the Index and the excess is only transitional and temporary in nature. However, the Manager may cause an Index Tracking Sub-Fund to deviate from the Index weighting (in pursuing a representative sampling strategy) under Chapter 8.6(h)(a) of the Code on the condition that the maximum deviation from the index weighting of any constituent will not exceed the percentage as determined by the Manager after consultation with the SFC, as disclosed in the relevant Appendix. In determining this limit, the

relevant Index Tracking Sub-Fund must consider the characteristics of the underlying constituent securities, their weightings and the investment objectives of the index and any other suitable factors. The Manager shall report to the SFC on a timely basis if there is any non-compliance with this limit. The annual and interim financial statements of the relevant Sub-Fund shall also disclose whether or not such limit has been complied with during such period and account for any non-compliance in those reports. In addition, subject to the SFC's prior approval, more than 30% of the latest available Net Asset Value of the relevant Sub-Fund may also be invested in Government and other Public Securities in any number of different issues.

If any of the restrictions or limitations set out above is breached in respect of a Sub-Fund, the Manager will make it a priority objective to take all necessary steps within a reasonable period of time to remedy such breach, taking into account the interests of the Unitholders of that Sub-Fund.

The Trustee will take reasonable care to ensure that the investment and borrowing limitations set out in the constitutive documents and the conditions under which a Sub-Fund was authorised are complied with.

### **Securities Lending, Sale and Repurchase or Reverse Repurchase Transactions**

There is no current intention for any Sub-Fund to engage in securities lending, sale and repurchase or reverse repurchase transactions or other similar over-the-counter transactions, but this may change in light of market circumstances and where a Sub-Fund does engage in these types of transactions, prior approval shall be obtained from the SFC and no less than one month's prior notice will be given to the Unitholders.

### **Borrowing**

Subject always to the provisions of the Trust Deed and the Code, borrowing against the assets of each Sub-Fund is allowed up to a maximum of 10% of its latest available Net Asset Value. Where the Manager so determines, a Sub-Fund's permitted borrowing level may be a lower percentage as set out in the relevant Appendix. The Trustee may, at the request of the Manager concur to borrow for the account of a Sub-Fund any currency, and charge or pledge assets of that Sub-Fund for securing such borrowing for the account of that Sub-Fund, and interest thereon and expenses thereof), for the following purposes:

- (a) facilitating the creation or redemption of Units or defraying operating expenses;
- (b) enabling the Manager to acquire Securities for the account of such Sub-Fund; or
- (c) for any other proper purpose as may be agreed by the Manager and the Trustee.

### **Financial Derivative Instruments**

Subject always to the provisions of the Trust Deed and the Code, the Manager may on behalf of a Sub-Fund enter into any transactions in relation to swaps or other FDIs, for hedging or non-hedging (investment) purposes.

Please refer to the relevant Appendix for the policy regarding use of FDIs for each Sub-Fund. Where a Sub-Fund invests in FDIs, the Manager will set out its policy regarding FDIs and collateral in the relevant Appendix.

A Sub-Fund may acquire FDIs for hedging purposes. FDIs are considered as being acquired for hedging purpose if they meet all of the following criteria:

- (a) they are not aimed at generating any investment return;
- (b) they are solely intended for the purpose of limiting, offsetting or eliminating the probability of loss of risks arising from the investments being hedged;
- (c) they should relate to the same asset Class with high correlation in terms of risks and return,



and involve taking opposite positions, in respect of the investments being hedged; and

- (d) they exhibit price movements with high negative correlation with the investments being hedged under normal market conditions.

Where specified in the relevant Appendix, a Sub-Fund may acquire FDIs for non-hedging purposes ("investment purposes"), subject to the limit that the Sub-Fund's net exposure relating to these FDIs ("net derivative exposure") does not exceed 50% of its total Net Asset Value (unless otherwise approved by the SFC). For the avoidance of doubt:

- (a) for the purpose of calculating net derivative exposure, the positions of FDIs acquired by a Sub-Fund for investment purposes are converted into the equivalent position in the underlying assets of the FDIs, taking into account the prevailing market value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the position;
- (b) the net derivative exposure should be calculated in accordance with the requirements and guidance issued by the SFC which may be updated from time to time; and
- (c) FDIs acquired for hedging purposes will not be counted towards the 50% limit referred to in this paragraph so long as there is no residual derivative exposure arising from such hedging arrangement.

Subject to 7.26 and 7.28 of the Code, a Sub-Fund may invest in FDIs provided that the exposure to the underlying assets of the FDI, together with the other investments of the Sub-Fund, may not in aggregate exceed the corresponding investment restrictions or limitations applicable to such underlying assets and investments as set out in the relevant provisions of Chapter 7 of the Code.

The FDIs invested by a Sub-Fund shall be either listed or quoted on a stock exchange, or dealt in over-the-counter market and comply with the following provisions:

- (a) the underlying assets consist solely of shares in companies, debt Securities, money market instruments, units/shares of collective investment schemes, deposits with substantial financial institutions, Government and other Public Securities, highly-liquid physical commodities (including gold, silver, platinum and crude oil), financial indices, interest rates, foreign exchange rates or currencies, in which the Sub-Fund may invest according to its investment objectives and policies;
- (b) the counterparties to over-the-counter FDI transactions or their guarantors are substantial financial institutions;
- (c) subject to paragraphs (a) and (b) under the section entitled "Investment Restrictions" above, the net counterparty exposure to a single entity arising from transactions of the over-the-counter FDIs may not exceed 10% of the Net Asset Value of the Sub-Fund; and
- (d) the valuation of the FDIs is marked-to-market daily, subject to regular, reliable and verifiable valuation and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the initiative of the Sub-Fund.

A Sub-Fund shall at all times be capable of meeting all its payment and delivery obligations incurred under transactions in FDIs (whether for hedging or for investment purposes). The Manager shall, as part of its risk management process, monitor to ensure that the transactions in FDIs are adequately covered on an ongoing basis. A transaction in FDIs which gives rise to a future commitment or contingent commitment of a Sub-Fund should also be covered as follows:

- in the case of FDI transactions which will, or may at the Sub-Fund's discretion, be cash settled, the Sub-Fund should at all times hold sufficient assets that can be liquidated within a short timeframe to meet the payment obligation; and
- in the case of FDI transactions which will, or may at the counterparty's discretion, require physical delivery of the underlying assets, the Sub-Fund should hold the underlying assets in sufficient quantity at all times to meet the delivery obligation. If the Manager considers the underlying assets to be liquid and tradable, the Sub-Fund may hold other alternative assets in sufficient quantity as cover, provided that such assets may be readily converted into the underlying assets at any time to meet the delivery obligation.

The above policies relating to FDIs apply to financial instruments which embed financial derivatives as well.

### ***Collateral***

Collateral received from counterparties shall comply with the following requirements:

- Liquidity – collateral must be sufficiently liquid and tradable that it can be sold quickly at a robust price that is close to pre-sale valuation;
- Valuation – collateral should be marked-to-market daily by using independent pricing source;
- Issuer credit quality – asset used as collateral must be of high credit quality and should be replaced immediately as soon as the credit quality of the collateral or the issuer of the asset being used as collateral has deteriorated to such a degree that it would undermine the effectiveness of the collateral;
- Haircut - collateral should be subject to prudent haircut policy which should be based on the market risks of the assets;
- Diversification – collateral must be appropriately diversified to avoid concentrated exposure to any single entity and/or entities within the same group and a Sub-Fund's exposure to issuer(s) of the collateral should be taken into account in compliance with the investment restrictions and limitations set out in Chapter 7 of the Code;
- Correlation – the value of the collateral should not have any significant correlation with the creditworthiness of the counterparty or the issuer of the FDIs in such a way that would undermine the effectiveness of the collateral. As such, securities issued by the counterparty or the issuer of the FDIs or any of their related entities should not be used as collateral;
- Management of operational and legal risks – the Manager shall have appropriate systems, operational capabilities and legal expertise for proper collateral management;
- Independent custody – collateral must be held by the Trustee;
- Enforceability – collateral must be readily accessible/enforceable by the Trustee without further recourse to the issuer of the FDIs;
- Cash collateral - cash collateral received may only be reinvested in short-term deposits, high quality money market instruments and money market funds authorised under Chapter 8.2 of the Code or regulated in a manner generally comparable with the requirements of the

SFC and acceptable to the SFC, and subject to corresponding investment restrictions or limitations applicable to such investments or exposure as set out in Chapter 7 of the Code. Non-cash collateral received may not be sold, re-invested or pledged;

- Encumbrances - collateral should be free of prior encumbrances; and
- Collateral should not include (i) structured products whose payouts rely on embedded FDIs or synthetic instruments; (ii) securities issued by special purpose vehicles, special investment vehicles or similar entities; (iii) securitised products; or (iv) unlisted collective investment schemes.

## DETERMINATION OF NET ASSET VALUE

### Calculation of Net Asset Value

The Manager shall procure the calculation of the Net Asset Value of each Sub-Fund, in the base currency of the relevant Sub-Fund as at each Valuation Point applicable to the relevant Sub-Fund by valuing the assets of the relevant Sub-Fund and deducting the liabilities of the relevant Sub-Fund, in accordance with the terms of the Trust Deed. The Manager has appointed the Fund Accountant to calculate the Net Asset Value and Net Asset Value per Unit of each Sub-Fund.

Where a Sub-Fund has more than one Class of Units, to ascertain the Net Asset Value of a Class, a separate Class account will be established in the books of the Sub-Fund. An amount equal to the proceeds of issue of each Unit will be credited to the relevant Class account. The Net Asset Value of each Class of Units as at any Valuation Point shall be calculated by:

- allocating among each Class the Net Asset Value of the Sub-Fund pro rata in accordance with the Net Asset Value of each Class, then adding the subscriptions and deducting the redemptions in respect of each Class, immediately prior to the relevant Valuation Point; and
- deducting from the Net Asset Value of the Class in question the fees, costs, expenses or other liabilities attributable to that Class not already deducted in ascertaining the Net Asset Value of the Sub-Fund and adding to the Net Asset Value, assets specifically attributable to that Class in order to arrive at the Net Asset Value of that relevant Class.

Set out below is a summary of how various Securities held by the relevant Sub-Fund are valued:

- (a) Securities (other than interests in exchange traded funds) that are quoted, listed, traded or dealt in on any Market shall unless the Manager (in consultation with the Trustee) determines that some other method is more appropriate, be valued by reference to the official closing price or, if unavailable, the last traded price on the Market as the Manager may consider in the circumstances to provide fair criterion, provided that (i) if a Security is quoted or listed on more than one Market, the Manager shall adopt the price quoted on the Market which in its opinion provides the principal market for such Security; (ii) if prices on that Market are not available at the relevant time, the value of the Securities shall be certified by such firm or institution making a market in such investment as may be appointed for such purpose by the Manager after consultation with the Trustee; (iii) interest accrued on any interest-bearing Securities shall be taken into account, unless such interest is included in the quoted or listed price; and (iv) the Manager and the Trustee shall be entitled to use and rely on electronic price feeds from such source or sources as they may from time to time determine, notwithstanding that the prices so used are not the last traded prices as the case may be;
- (b) the value of each interest in any unlisted mutual fund corporation or unit trust shall be the latest available net asset value per share or unit in such mutual fund corporation or unit trust or if not available or appropriate, the latest available bid or offer price for such unit, share or other interest;
- (c) the value of each interest in any listed collective investment scheme (including any exchange traded fund) shall be the latest available (i.e. last published) net asset value or last official closing price per share or unit of such listed collective investment scheme, or if not available, the indicative net asset value per share or unit of such listed collective investment scheme; all as advised by the Manager;
- (d) futures contracts will be valued based on the formulae set out in the Trust Deed;
- (e) except as provided for in paragraph (b), the value of any investment which is not listed, quoted or ordinarily dealt in on a Market shall be the initial value thereof equal to the amount expended on behalf of the relevant Sub-Fund in the acquisition of such investment provided that the Manager may at the request of the Trustee cause a revaluation to be made on a regular basis by a professional person approved by the Trustee as qualified to value such

investments (which may, if the Trustee agrees, be the Manager);

- (f) cash, deposits and similar investments shall be valued at their face value (together with accrued interest) unless, in the opinion of the Manager after consultation with the Trustee, any adjustment should be made to reflect the value thereof; and
- (g) notwithstanding the foregoing, the Manager may adjust the value of any investment if, having regard to relevant circumstances and after consultation with the Trustee, the Manager considers that such adjustment is required to fairly reflect the value of the investment.

Currency conversion will be performed at such rates as determined by the Manager (after consultation with the Trustee where the Manager considers appropriate) from time to time.

The above is a summary of the key provisions of the Trust Deed with regard to how the various assets of the relevant Sub-Fund are valued.

### **Suspension of Determination of Net Asset Value**

The Manager may, in consultation with the Trustee, declare a suspension of the determination of the Net Asset Value of the relevant Sub-Fund for the whole or any part of any period during which:

- (a) there exists any state of affairs prohibiting the normal disposal and/or purchase of the investments of the relevant Sub-Fund;
- (b) circumstances exist as a result of which, in the opinion of the Manager, it is not reasonably practicable to realise a substantial part of any Securities held or contracted for the account of the Sub-Fund or it is not possible to do so without seriously prejudicing the interest of Unitholders of the relevant Sub-Fund;
- (c) for any other reason the prices of investments of the relevant Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;
- (d) there is any breakdown in any of the means normally employed in determining the Net Asset Value of the relevant Sub-Fund or the Net Asset Value per Unit of the relevant Class or when for any other reason the value of any Securities or other property for the time being included in the relevant Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;
- (e) the remittance or repatriation of funds which will or may be involved in the realisation of, or in the payment for, a substantial part of the Securities or other property of the relevant Sub-Fund or the subscription or redemption of Units of the relevant Class is delayed or cannot, in the opinion of the Manager, be carried out promptly or at normal rates of exchange; or
- (f) the business operations of the Manager, the Trustee, the Registrar or any agent of the Trustee or the Manager in relation to the determination of the Net Asset Value of the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from epidemic, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

Any suspension shall take effect upon its declaration and thereafter there shall be no determination of the Net Asset Value of the relevant Sub-Fund and, in the case of an Index Tracking Sub-Fund, the Manager shall be under no obligation to rebalance the relevant Sub-Fund, until the suspension is terminated on the earlier of (i) the Manager declaring the suspension is at an end; and (ii) the first Dealing Day on which (1) the condition giving rise to the suspension shall have ceased to exist; and (2) no other condition under which suspension is authorised exists.

The Manager shall notify the SFC and publish a notice of suspension following the suspension, and at least once a month during the suspension, on the Trust's website at [www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf) (the contents of which and of other websites referred to in this Prospectus have not been reviewed by the SFC) or in such other publications as the Manager decides.

No Units of a Sub-Fund will be issued or redeemed during any period of suspension of the determination of the Net Asset Value of the relevant Sub-Fund.

## FEES AND EXPENSES

*There are different levels of fees and expenses applicable to investing in a Sub-Fund as set out below, current as at this date of this Prospectus. Where any levels of fees and expenses applicable to a particular Sub-Fund differs from the following, such fees and expenses will be set out in full in the relevant Appendix. Investors should note that certain fees and expenses are applicable only to Listed Class of Units, and certain other fees and expenses are applicable only to Unlisted Class of Units.*

### Fees and Expenses Payable in respect of the Listed Class of Units only

<b>Fees and expenses payable by Participating Dealers (unless otherwise specified) on creations and redemptions (as applicable) of Listed Class of Units (applicable both during the Initial Offer Period and After Listing)</b>	<b>Amount</b>
Transaction Fee	Nil for cash creation and cash redemption  USD 1,500 <sup>1</sup> per in-kind Creation and Redemption Application  <u>plus</u>
Partial delivery request fee	USD 1,200 <sup>2</sup> per transaction  <u>plus</u>
Service Agent's Fee	HKD 1,000 <sup>1</sup> per book-entry deposit and book-entry withdrawal transaction
Application cancellation fee	USD 1,200 <sup>3</sup> per Application
Extension Fee	USD 1,200 <sup>4</sup> per Application
Stamp duty	Nil
All other Duties and Charges incurred by the Trustee or the Manager in connection with the creation or redemption	As applicable (up to 0.50% of the Issue Price or Redemption Value)

<b>Fees and expenses payable by investors of Listed Class of Units</b>	<b>Amount</b>
<b><i>(i) Fees payable by clients of the Participating Dealers in respect of creations and redemptions (as applicable) via the Participating Dealer (applicable both during</i></b>	

<sup>1</sup> The Transaction Fee is payable by a Participating Dealer to the Trustee for the benefit of the trustee and/or Registrar. The Service Agent's fee is payable by a Participating Dealer to the Service Agent for each book-entry deposit or book-entry withdrawal transaction. A Participating Dealer may pass on to the relevant investor such fees.

<sup>2</sup> A partial delivery request fee is payable to the Trustee on each occasion the Manager, upon a Participating Dealer's request, grants the Participating Dealer a partial settlement in respect of a Creation Application.

<sup>3</sup> An application cancellation fee is payable to the Trustee in respect of either a withdrawn or failed Creation Application or Redemption Application.

<sup>4</sup> An Extension Fee is payable to the Trustee on each occasion the Manager, upon a Participating Dealer's request, grants the Participating Dealer an extended settlement in respect of a Creation Application or Redemption Application.

<b><i>the Initial Offer Period and After Listing)</i></b>	
Fees and charges imposed by the Participating Dealer <sup>5</sup>	Such amounts as determined by the relevant Participating Dealer
<b><i>(ii) Fees payable by all investors in respect of dealings in the Units on SEHK (applicable After Listing)</i></b>	
Inter-counter transfer	HKD5.00 <sup>6</sup>
Brokerage	Market rates
Transaction levy	0.0027% <sup>7</sup> of the trading price
FRC transaction levy	0.00015% <sup>8</sup> of the trading price
SEHK trading fee	0.00565% <sup>9</sup> of the trading price
Stamp duty	Nil

<b>Fees and expenses payable by a Sub-Fund</b>	See Appendix
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### **Fees and Expenses Payable in respect of the Unlisted Class of Units only**

The following fees and charges are payable by investors of Unlisted Class of Units:

#### ***Subscription Fee***

Under the Trust Deed, the Manager is entitled to impose a subscription fee on the issue of Unlisted Class of Units of any Sub-Fund of up to a maximum of 5% of the subscription monies.

The subscription fee is payable in addition to the Subscription Price per Unit. The Manager may, in its absolute discretion, waive or reduce the payment of all or any portion of the subscription fee (either in relation to a Sub-Fund or a particular class) of a Sub-Fund.

#### ***Redemption fee***

Under the Trust Deed, the Manager is entitled to impose a redemption fee on the redemption of Unlisted Class of Units of any Sub-Fund of up to a maximum of 5% of the redemption proceeds payable in respect of such Units.

The redemption fee is deducted from the redemption proceeds payable to a Unitholder in respect of each Unlisted Class of Unit redeemed. The Manager may, in its absolute discretion, waive or reduce the payment of all or any portion of the redemption fee (either in relation to a Sub-Fund or a particular class) of a Sub-Fund.

#### ***Switching fee***

<sup>5</sup> The Participating Dealer may increase or waive the level of its fees in its discretion. Information regarding these fees and charges is available upon request to the relevant Participating Dealer.

<sup>6</sup> HKSCC will charge each CCASS participant a fee of HKD5 per instruction for effecting an inter-counter transfer from one counter to another (if applicable). Investors should check with their respective brokers regarding any additional fees.

<sup>7</sup> Transaction levy of 0.0027% of the trading price of the Units, payable by each of the buyer and the seller.

<sup>8</sup> FRC transaction levy of 0.00015% of the trading price of the Units, payable by each of the buyer and the seller.

<sup>9</sup> Trading fee of 0.00565% of the trading price of the Units, payable by each of the buyer and the seller.



Under the Trust Deed, the Manager is entitled to impose a switching fee on the switching of Unlisted Class of Units of up to 5% of the redemption proceeds payable in respect of the Unlisted Class of Units of the Existing Sub-Fund being switched.

The switching fee is deducted from the amount realised from redemption of the Existing Sub-Fund and reinvested in the New Fund. The Manager may, in its absolute discretion, waive or reduce the payment of all or any portion of the switching fee (either generally or in any particular case) of a Sub-Fund.

### **Fees and Expenses Payable by a Sub-Fund (applicable to both Listed Class of Units and Unlisted Class of Units)**

The following fees and charges are payable out of the assets of each Sub-Fund:

#### *Management Fee*

The Manager is entitled to receive a management fee of up to the maximum of 2% per annum of the Net Asset Value of the relevant Sub-Fund or Class, unless a lower percentage is specified in the relevant Appendix in respect of a relevant Sub-Fund or Class. The current management fee percentage in respect of each Sub-Fund or Class is set out in the relevant Appendix and is accrued daily and calculated as at each Dealing Day and payable monthly or quarterly (as may be specified in the relevant Appendix) in arrears. This fee is payable out of the Trust Fund.

A Sub-Fund may employ a single management fee structure, and details will be set out in the relevant Appendix of the Sub-Fund. For a Sub-Fund which does not employ a single management fee structures, the following fees and expenses may be payable out of and borne by the relevant Sub-Fund: Trustee's fee, Registrar's fees, custodian's fees, fees of Service Agent or Conversion Agent (as the case may be), fees, expenses of the auditors, ordinary out-of-pocket expenses incurred by the Manager or the Trustee and costs and expenses of licensing indices used in connection with the Sub-Fund and all other general expenses authorised by the Trust Deed to be charged to the Sub-Fund.

Remuneration for the sub-investment manager (if any) for a Sub-Fund shall be borne by the Manager out of the Manager's management fee.

The Manager may pay a distribution fee to any distributor or sub-distributors of a Sub-Fund out of the management fees it receives from the relevant Sub-Fund. A distributor may re-allocate an amount of the distribution fee to the sub-distributors.

#### *Trustee's fee*

The Trustee is entitled to receive out of the assets of each Sub-Fund an annual trustee fee, payable monthly in arrears, accrued daily and calculated as at each Dealing Day, of the greater of (i) up to 1% per year of the Net Asset Value of a Sub-Fund or Class and (ii) the applicable annual minimum. For a Sub-Fund which does not employ a single management fee structure, the applicable trustee fee percentage is set out in the relevant Appendix of the Sub-Fund.

The Global Custodian, the Fund Accountant and the Registrar are entitled to fees for their services in respect of each Sub-Fund. Fees payable to the Global Custodian, the Fund Accountant and the Registrar may be included as part of a single trustee fee. Please refer to the relevant Appendix of each Sub-Fund.

The trustee fee will be included in the Management Fee if a Sub-Fund employs a single management fee structure.

#### *Other charges and expenses*

Each Sub-Fund will bear the charges, fees, expenses or liabilities expressly authorised by the Trust

Deed which are directly attributable to it. Where such costs are not directly attributable to a Sub-Fund, such costs, charges, fees, expenses or liabilities will be allocated between all Sub-Funds pro-rata to the Net Asset Value of each Sub-Fund, unless otherwise determined by the Manager with the approval of the Trustee.

#### *Estimated Ongoing Charges*

The estimated ongoing charges of any newly established Sub-Fund or Class are the sum of anticipated ongoing expenses of the relevant Sub-Fund or Class expressed as a percentage of its estimated average Net Asset Value, and the actual ongoing charges of any existing Sub-Fund or Class are the sum of actual ongoing expenses of the relevant Sub-Fund expressed as a percentage of its actual average Net Asset Value. The ongoing charges figure is disclosed in the product key facts statement of each Sub-Fund or Class. Where a Sub-Fund is newly established the Manager will make a best estimate of the ongoing charges and keep such estimate under review. The establishment costs of a Sub-Fund may also be included in the ongoing charges calculation payable by a Sub-Fund and in those cases will be clearly disclosed. Ongoing expenses may be deducted from the assets of a Sub-Fund where these are permitted by the Trust Deed, the Code and the law. These include all types of cost borne by a Sub-Fund or Class, whether incurred in its operation or the remuneration of any party. The estimated or actual ongoing charges do not represent the estimated or actual tracking error.

#### *Promotional Expenses*

A Sub-Fund will not be responsible for any promotional expenses including those incurred by any marketing agents and any fees imposed by such marketing agents on their customers investing in any Sub-Fund will not be paid (either in whole or in part) out of the Trust Fund.

#### **Establishment Costs**

The establishment costs of the Fund and the initial Sub-Fund (i.e. Nikko AM Global Internet ETF) are of such amount as set out in the Appendix of the initial Sub-Fund and will be borne by the initial Sub-Fund. The establishment costs will be amortised over the first 3 Financial Years (as defined in the Trust Deed). Where subsequent Sub-Funds are established in the future, the Manager may determine that the unamortised establishment costs of the Trust or a part thereof may be re-allocated to such subsequent Sub-Funds.

The establishment costs and payments incurred in the establishment of subsequent Sub-Funds are to be borne by the relevant Sub-Fund to which such costs and payments relate and amortised over the first 3 Financial Years.

Investors should also note that under HKFRS, establishment costs should be expensed as incurred and that amortisation of the expenses of establishing Sub-Funds is not in accordance with HKFRS; however, the Manager has considered the impact of such non-compliance and has considered that it will not have a material impact on the financial statements of Sub-Funds. To the extent that the accounting basis adopted by a Sub-Fund deviates from HKFRS, the Manager may make necessary adjustments in the annual financial statements for the financial statements to be in compliance with HKFRS.

#### **Increase in Fees**

The current fees in respect of each Sub-Fund as described in the relevant Appendix may be increased on not less than one month's notice (or such shorter period of notice as the SFC may permit) to Unitholders, subject to the maximum rates set out in the Prospectus.

**No money should be paid to any intermediary in Hong Kong which is not licensed or registered to carry on Type 1 regulated activity under Part V of the SFO.**

## **RISK FACTORS**

*An investment in any Sub-Fund carries various risks. Each of these may affect the Net Asset Value, yield, total return and trading price of the Units. There can be no assurance that the investment objective of a Sub-Fund will be achieved. Investors should carefully evaluate the merits and risks of an investment in the relevant Sub-Fund in the context of your overall financial circumstances, knowledge and experience as an investor. The risk factors set forth below are the risks which are believed by the Manager and its directors to be relevant and presently applicable to all Sub-Funds. You should refer to additional risk factors, specific to each Sub-Fund, as set out in the relevant Appendix.*

### **Risks Associated with investment in any Sub-Fund**

#### *Investment Objective Risk*

There is no assurance that the investment objective of a Sub-Fund will be achieved. Whilst it is the intention of the Manager to implement strategies which are designed to achieve the investment objective and, for an Index Tracking Sub-Fund, minimise tracking error, there can be no assurance that these strategies will be successful. In addition, trading errors are an intrinsic factor in any investment process, and will occur, notwithstanding the execution of due care and special procedures designed to prevent such errors. It is possible that you as an investor may lose a substantial proportion or all of your investment in a Sub-Fund, including (for an Index Tracking Sub-Fund), where the relevant Index value declines. As a result, each investor should carefully consider whether you can afford to bear the risks of investing in the relevant Sub-Fund.

#### *Market Risk*

The Net Asset Value of each Sub-Fund will change with changes in the market value of the Securities it holds. The price of Units and the income from them may go down as well as up. There can be no assurance that an investor will achieve profits or avoid losses, significant or otherwise. The capital return and income of each Sub-Fund are based on the capital appreciation and income on the Securities it holds, less expenses incurred. A Sub-Fund's return may fluctuate in response to changes in such capital appreciation or income. Furthermore, an Index Tracking Sub-Fund may experience volatility and decline in a manner that broadly corresponds with the relevant Index. Investors in each Sub-Fund are exposed to the same risks that investors who invest directly in the underlying Securities would face. These risks include, for example, interest rate risks (risks of falling portfolio values in a rising interest rate market); income risks (risks of falling incomes from a portfolio in a falling interest rate market); and credit risk (risk of a default by the underlying issuer of a Security in the portfolio or, for an Index Tracking Sub-Fund, a Security that forms part of the Index).

#### *Asset Class Risk*

Although the Manager is responsible for the continuous supervision of the investment portfolio of each Sub-Fund, the returns from the types of Securities in which the Sub-Fund invests may underperform or outperform returns from other Securities markets or from investment in other assets. Different types of securities tend to go through cycles of out-performance and underperformance when compared with other general Securities markets.

#### *Possible Business Failure Risk*

Global markets may experience very high levels of volatility and an increased risk of corporate failures. The insolvency or other corporate failures of any one or more of the companies in which a Sub-Fund invests or (for an Index Tracking Sub-Fund only) a constituent of the relevant Index may have an adverse effect on the Index's (if any) and therefore the relevant Sub-Fund's performance. You may lose money by investing in any Sub-Fund.

#### *Management Risk*

Each Sub-Fund is subject to management risk. This is the risk that the Manager's strategy, the implementation of which is subject to a number of constraints, may not produce the intended results.

In addition, the Manager has absolute discretion to exercise Unitholders' rights with respect to Securities comprising a Sub-Fund. There can be no guarantee that the exercise of such discretion will result in the investment objective of a Sub-Fund being achieved. For an Index Tracking Sub-Fund, because there can be no guarantee that such a Sub-Fund will fully replicate the relevant Index, it is also subject to the above management risk.

#### *No Right to Control a Sub-Fund's Operation Risk*

Investors will have no right to control the daily operations, including investment and redemption decisions, of any Sub-Fund.

#### *Single Region / Single Industry Sector / Concentration Risk*

A Sub-Fund may be subject to concentration risk as a result of having a strategy of concentrating in a single region or industry sector or (for an index tracking Sub-Fund) tracking the performance of a single geographical region or country or industry sector. For an index tracking Sub-Fund, the Index may be comprised of a limited number of securities. A Sub-Fund may therefore likely be more volatile than a broad-based fund, such as a global equity fund, as it is more susceptible to fluctuations in value of the Index or Securities resulting from adverse conditions in the particular geographical region, country or industry sector. Where a Sub-Fund's Index tracks a particular region or country or industry sector or where the Index has a small number of constituents, or where the active strategy of a Sub-Fund is concentrated in a single region or industry sector risk factors specific to the relevant Sub-Fund are set out in its Appendix. Please refer to each Sub-Fund's Appendix for details.

#### *Securities Risk*

The investments of each Sub-Fund are subject to risks inherent in all Securities (including settlement and counterparty risks). The value of holdings may fall as well as rise. The global markets may experience very high levels of volatility and instability, resulting in higher levels of risk than is customary (including settlement and counterparty risks).

#### *Counterparty Risk*

A Sub-Fund is subject to the risk of the inability of any counterparty (including any custodian(s)) to perform with respect to transactions, whether due to insolvency, bankruptcy or other circumstances. Such Sub-Fund is also subject to the risk that counterparties may not have access to finance and/or assets at the relevant time and may fail to comply with their obligations under the relevant sale and repurchase agreements. In the event of any counterparty (including a custodian) entering an insolvency procedure, the Manager could experience delays in liquidating the Sub-Fund's positions and incur significant losses, including the loss of that portion of the Sub-Fund's portfolio financed through such a transaction, a decline in value of its investment during the period in which the Manager seeks to enforce its rights, an inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights.

#### *Indemnity Risk*

Under the Trust Deed, the Trustee and the Manager and their respective directors, officers, employees and agents have the right to be indemnified against any liability for performing their respective duties except as a result of their own negligence, fraud, breach of trust for which they may be liable in relation to their duties. Any reliance by the Trustee or the Manager on the right of indemnity in respect of a Sub-Fund would reduce the assets of the relevant Sub-Fund and the value of its Units.

#### *Dividends May Not be Paid Risk*

Whether a Sub-Fund or Class will pay distributions on its Units is subject to the Manager's distribution policy (as described in the relevant Appendix) and also mainly depends on dividends declared and paid in respect of the Securities comprising the Index or in the Sub-Fund's portfolio. In addition, dividends received by a Sub-Fund may be applied towards meeting the costs and expenses of that Sub-Fund. Dividend payment rates in respect of such Securities will depend on factors beyond the

control of the Manager or Trustee including, general economic conditions, and the financial position and dividend policies of the relevant underlying entities. There can be no assurance that such entities will declare or pay dividends or distributions.

#### *Early Termination Risk*

A Sub-Fund may be terminated early under certain circumstances, including but not limited to (i) the aggregate Net Asset Value of all the Units in the relevant Sub-Fund outstanding is less than USD20 million (or such other amounts as specified in the relevant Appendix); or (ii) any law or regulation is passed or amended or regulatory directive or order is imposed which renders it illegal or in the opinion of the Manager, impracticable or inadvisable to continue the relevant Sub-Fund; or (iii) (for an Index Tracking Sub-Fund) the relevant Index is no longer available for benchmarking or (for a Sub-Fund which only has Listed Class of Units) if the Units are no longer listed on the SEHK or any other Recognised Stock Exchange (iv) (for a Sub-Fund which only has Listed Class of Units) at any time, the relevant Sub-Fund ceases to have any Participating Dealer; or (v) the Manager is unable to implement its investment strategy in respect of the relevant Sub-Fund. Upon a Sub-Fund being terminated, the Trustee will distribute the net cash proceeds (if any) derived from the realisation of the investments included in the relevant Sub-Fund to the Unitholders in accordance with the Trust Deed. Investors may suffer a loss where a Sub-Fund is terminated because any such amount distributed may be more or less than the capital invested by the Unitholder.

#### *Effect of Redemptions Risk*

If significant redemptions are requested by the Participating Dealers in respect of Listed Class of Units or by Unitholders of Unlisted Class of Units, it may not be possible to liquidate the relevant Sub-Fund's investments at the time such redemptions are requested or the Manager may be able to do so only at prices which the Manager believes does not reflect the true value of such investments, resulting in an adverse effect on the return to investors. Where significant redemptions of Units are requested by the Participating Dealers (for Listed Class of Units) or Unitholders of Unlisted Class of Units to require redemptions in excess of 10% of the total Net Asset Value of a Sub-Fund (or such higher percentage as the Manager may determine) may be deferred, or the period for the payment of redemption proceeds may be extended.

In addition, the Manager may also in certain circumstances suspend the determination of the Net Asset Value of a Sub-Fund for the whole or any part of any period. Please see the section on "Determination of Net Asset Value" for further details.

#### *Foreign Exchange Risk*

Underlying investments of a Sub-Fund may be denominated in currencies other than the base currency of the Sub-Fund and a substantial portion of the revenue and income of a Sub-Fund may therefore be received in currencies other than its base currency. Any fluctuation in the exchange rate of the base currency of such Sub-Fund relative to the relevant foreign currencies will affect the Sub-Fund's Net Asset Value regardless of the performance of its underlying investments. As a Sub-Fund's Net Asset Value is calculated in its base currency, an investor may lose money if the relevant foreign currencies depreciate against the Sub-Fund's base currency, irrespective of the positive performance of the underlying investments.

#### *Foreign Security Risk*

A Sub-Fund may invest entirely within the equity markets of a single country or region. These markets may be subject to special risks associated with foreign investment including market fluctuations caused by factors affected by political and economic development. Investing in the Securities of non-Hong Kong companies involves special risks and considerations not typically associated with investing in Hong Kong companies. These include differences in accounting, disclosure, auditing and financial reporting standards, the possibility of expropriation or confiscatory taxation, adverse changes in investment or exchange control regulations, the imposition of restrictions on the expatriation of funds or other assets of a Sub-Fund, political instability which could affect local

investments in foreign countries, and potential restrictions on the flow of international capital. Non-Hong Kong companies may be subject to less governmental regulation than Hong Kong companies. Moreover, individual foreign economies may differ favourably or unfavourably from the Hong Kong economy in such respects as growth of gross domestic product, rate of inflation, capital reinvestment, resource self-sufficiency and balance of payment positions.

#### *Risk of War or Terrorist Attacks*

There can be no assurance that there will not be any terrorist attacks which could have direct or indirect effect on the markets in which investments of a Sub-Fund may be located and the corresponding political and/or economic effects arising therefrom if any, may in turn adversely affect the operation and profitability of such Sub-Fund.

#### *Difficulties in Valuation of Investments Risk*

Securities acquired on behalf of a Sub-Fund may subsequently become illiquid due to events relating to the issuer of the securities, market and economic conditions and regulatory sanctions. In cases where no clear indication of the value of a Sub-Fund's portfolio securities is available (for example, when the secondary markets on which a security is traded have become illiquid) the Manager may in consultation with the Trustee apply valuation methods to ascertain the fair value of such securities, pursuant to the Trust Deed.

#### *Equity Risk*

Investment in equity Securities by a Sub-Fund (where permitted) may offer a higher rate of return than a fund investing in short term and longer term debt securities. However, the risks associated with investments in equity Securities may also be higher, because the investment performance of equity Securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies. The fundamental risk associated with any equity portfolio is the risk that the value of the investments it holds might suddenly and substantially decrease in value.

A Sub-Fund's investment in equity Securities is subject to general market risks, whose value may fluctuate due to various factors, such as changes in investment sentiment, political and economic conditions and issuer-specific factors.

#### *Risk associated with high volatility of the equity market in Asia*

A Sub-Fund may invest in Asian equity markets. High market volatility and potential settlement difficulties in certain Asian markets may also result in significant fluctuations in the prices of the securities traded on such markets and thereby may adversely affect the value of a Sub-Fund.

#### *Risk associated with regulatory / exchanges policies of certain equity markets*

A Sub-Fund may invest in stock exchanges in overseas markets. Certain stock exchanges, for example some exchanges in Asia, may have the right to suspend or limit trading in any security traded on the relevant exchange. The government or the regulators may also implement policies that may affect the financial markets. All these may have a negative impact on the Sub-Fund.

#### *Emerging market risk*

Some overseas markets in which a Sub-Fund may invest are considered emerging market countries. The economies of many emerging markets are still in the early stages of modern development and subject to abrupt and unexpected change. In many cases, governments retain a high degree of direct control over the economy and may take actions that have a sudden and widespread effect. Also, many less developed market and emerging market economies have a high degree of dependence on a small group of markets or even a single market that can render such economies more susceptible to the adverse impact of internal and external shocks.

Emerging market regions are also subject to special risks including, but not limited to: generally less liquid and less efficient securities markets; generally greater price volatility; exchange rate fluctuations and exchange control; higher volatility of the value of debt (particularly as impacted by interest rates); imposition of restrictions on the expatriation of funds or other assets; less publicly available information about issuers; the imposition of taxes; higher transaction and custody costs; settlement delays and risk of loss; difficulties in enforcing contracts; less liquidity and smaller market capitalisations; less well-regulated markets resulting in more volatile stock prices; different accounting and disclosure standards; governmental interference; higher inflation; social, economic and political uncertainties; custodial and/or settlement systems may not be fully developed which may expose a Sub-Fund to sub-custodial risk in circumstances whereby the Trustee will have no liability as provided under the provisions of the Trust Deed; the risk of expropriation of assets and the risk of war.

#### *Risks related with hedging techniques*

The Sub-Fund may seek to hedge its foreign currency exposure but will necessarily be subject to foreign exchange risks and there can be no assurance that any hedges which are put in place will be effective. Prospective investors whose assets and liabilities are predominantly in currencies other than the currency in which their Units will be denominated should take into account the potential risk of loss arising from fluctuations in value between the currency in which their Units will be denominated, the currency of investment and the currencies of their assets and liabilities.

The Sub-Fund may utilise such instruments as the Manager deems appropriate including, but not limited to, currency futures, currency forwards, put options and non-deliverable forwards, when seeking to hedge against currency fluctuations. There can be no guarantee that instruments suitable for hedging currency or market shifts will be available at the time when the Manager wishes to use them or will be able to be liquidated when the Sub-Fund wishes to do so. In addition, the Manager may choose not to enter into hedging transactions with respect to some or all of its positions. Currency exchange costs will be incurred when the Sub-Fund changes investments from one country to another.

#### *Financial Derivative Instruments*

The risks associated with the use of FDIs are different from, or possibly greater than, the risks associated with investing directly in Securities and other traditional investments. Generally, a derivative is a financial contract the value of which depends upon, or is derived from, the value of an underlying asset, reference rate or index, and may relate to stocks, bonds, interest rates, currencies or currency exchange rates, commodities, and related indices. Any Sub-Fund investing in FDIs may utilise both exchange-traded and over-the-counter derivatives. Compared to equity securities, FDIs can be more sensitive to changes in market prices of the underlying assets and thus market prices of FDIs may fall in value as rapidly as they may rise. Investors investing in such Sub-Funds are exposed to a higher degree of fluctuation in value than a Sub-Fund which does not invest in FDIs. Transactions in over-the-counter FDIs may involve additional risk such as the risk that a counterparty defaults as there is no regulated market for such FDIs. Investing in FDIs also involves other types of risks including, but not limited to, the risk of adopting different valuation methodologies and imperfect correlation between the FDI and its underlying securities, rates and indices. Risks associated with FDIs also include counterparty/credit risk, liquidity risk, valuation risk, volatility risk and over-the-counter transaction risk. The leverage element/component of a FDI can result in a loss significantly greater than the amount invested in the FDI by a Sub-Fund. Exposure to FDIs may lead to a high risk of significant loss by a Sub-Fund. There is no assurance that any derivative strategy used by a Sub-Fund will succeed.

#### *Borrowing Risks*

The Trustee, at the request of the Manager, may borrow for the account of a Sub-Fund (up to 10% of the Net Asset Value of each Sub-Fund unless otherwise specified in the Appendix) for various reasons, such as facilitating redemptions or to acquire investments for the account of the Sub-Fund. Borrowing involves an increased degree of financial risk and may increase the exposure of a Sub-

Fund to factors such as rising interest rates, downturns in the economy or deterioration in the conditions of the assets underlying its investments. There can be no assurance that a Sub-Fund will be able to borrow on favourable terms, or that the relevant Sub-Fund's indebtedness will be accessible or be able to be refinanced by the relevant Sub-Fund at any time.

## **Risks associated with investment in an Index Tracking Sub-Fund**

### *Passive Investment Risk*

An Index Tracking Sub-Fund is not actively managed. Accordingly, such a Sub-Fund may be affected by a decline in the market segments relating to the relevant Index or Indices. Investors may lose a significant part of their respective investments if the Index falls. Each Index Tracking Sub-Fund invests in the Securities included in or representative of the relevant Index regardless of their investment merit, except to the extent of any representative sampling strategy. The Manager does not attempt to select securities individually or to take defensive positions in declining markets. Investors should note that the lack of discretion on the part of the Manager to adapt to market changes due to the inherent investment nature of an Index Tracking Sub-Fund will mean a decline in the Index or Indices are expected to result in corresponding falls in the Net Asset Values of the Sub-Fund, and investors may lose substantially all of their investment.

### *Representative Sampling Risk*

With a representative sampling strategy, an Index Tracking Sub-Fund does not hold all of the Securities in its Index and may invest in Securities not included in its Index, provided that the sample closely reflects the overall characteristics of the Index which the Manager believes will help the Sub-Fund achieve its investment objective. The Securities held by an Index Tracking Sub-Fund may also be over or underweight relative to the Securities in its Index. It is therefore possible that such a Sub-Fund may be subject to larger tracking error.

### *Tracking Error Risk*

Trading errors are an intrinsic factor in any investment process, and may occur, notwithstanding the execution of due care and special procedures designed to prevent such errors.

An Index Tracking's Sub-Fund's returns may deviate from the Index due to a number of factors. For example, the fees and expenses of an Index Tracking Sub-Fund, any adoption of a representative sampling strategy, liquidity of the market, imperfect correlation of returns between an Index Tracking Sub-Fund's assets and the Securities constituting its Index, rounding of share prices, foreign exchange costs, changes to the Indices and regulatory policies may affect the Manager's ability to achieve close correlation with the Index of each Index Tracking Sub-Fund. Further, an Index Tracking Sub-Fund may receive income (such as interests and dividends) from its assets while the Index does not have such sources of income. There can be no guarantee or assurance of exact or identical replication at any time of the performance of the Index or that an Index Tracking will achieve its investment objective at any time of corresponding to the performance of the relevant Index.

Although the Manager regularly monitors the tracking error of each Index Tracking Sub-Fund, there can be no guarantee or assurance that any Index Tracking Sub-Fund will achieve any particular level of tracking error relative to the performance of its Index.

## **Risk associated with differences in trading, fee and cost arrangements between Listed Class and Unlisted Class of Units**

Each Sub-Fund is an exchange traded fund, which may offer both Listed Class of Units and Unlisted Class of Units. Dealing arrangements in respect of Listed Class of Units and Unlisted Class of Units are different, and depending on market conditions, investors of the Listed Class of Units may be at an advantage compared to investors of the Unlisted Class of Units, or vice versa. The Net Asset Value per Unit of each of the Listed Class of Units and Unlisted Class of Units may also be different due to the different fees (such as the Management Fee) and costs applicable to each such class of Units.



In addition, investors should note that different cost mechanisms apply to Listed Class of Units and Unlisted Class of Units. For Listed Class of Units, the Transaction Fee and Duties and Charges in respect of Creation and Redemption Applications are paid by the Participating Dealer applying for or redeeming such Units and/or the Manager. Investors of Listed Class of Units in the secondary market will not bear such Transaction Fees and Duties and Charges (but for the avoidance of doubt, may bear other fees, such as SEHK trading fees, as described under the section “Fees and Expenses”). On the other hand, the subscription and redemption of Unlisted Class of Units may be subject to a subscription fee and redemption fee respectively, which will be payable to the Manager by the investor subscribing or redeeming. In addition, the Manager may, in its absolute discretion, in addition to the Subscription Price and/or Redemption Price, in certain circumstances, add a further amount to reflect the Subscription Adjustment Allowance or Redemption Adjustment Allowance (as defined in Schedule 2) (as the case may be) so as to ensure that investors of the Unlisted Class of Units will not be prejudiced in the event of substantial subscriptions or redemptions. Please refer to the sections “Subsequent Issue of Unlisted Class of Units” and “Payment of Redemption Proceeds” for further information. Any or all of these factors may lead to a difference in the Net Asset Value of the Listed Class of Units and Unlisted Class of Units.

#### *Trading arrangements in respect of Unlisted Class of Units*

Unlike investors of Listed Class of Units who may buy and sell Units in the secondary market during SEHK trading hours, investors of Unlisted Class of Units are only able to subscribe and redeem at the relevant Subscription Price and Redemption Price (as the case may be) based on the latest available Net Asset Value as at the end of each Dealing Day. As such, holders of Listed Class of Units would have intra-day trading opportunities which will not be available to holders of Unlisted Class of Units. In a stressed market scenario, holders of Listed Class of Units can sell their units on the secondary market during SEHK trading hours if the market continues to deteriorate, while holders of Unlisted Class of Units will not be able to do.

#### *Trading arrangements in respect of Listed Class of Units*

Conversely, secondary market investors generally do not have access to the redemption facilities which are available to investors of Unlisted Class of Units. During stressed market conditions, Participating Dealers may, on their own account or on behalf of any primary market investors, redeem Listed Class of Units on the primary market at the Net Asset Value of the relevant Sub-Fund, but the secondary market trading prices may have diverged from the corresponding Net Asset Value. In such circumstances, holders of the Listed Class of Units in the secondary market will be at an apparent disadvantage to holders of the Unlisted Class of Units as the latter will be able to redeem from the relevant Sub-Fund at Net Asset Value whilst the former will not.

Please also refer to “Risks associated with market trading (applicable to Listed Class of Units only)” below for additional risks relating to Listed Class of Units.

### **Risks associated with Dual-Counter (applicable to Listed Class of Units only)**

#### *Other Currency Distributions Risk*

Investors should note that all Units will only receive distributions in the base currency of the Sub-Fund. In the event that the relevant Unitholder has no account in the base currency of the Sub-Fund, the Unitholder may have to bear the fees and charges associated with the conversion of such distribution from the base currency to another currency. The Unitholder may also have to bear bank or financial institution fees and charges associated with the handling of the distribution payment. Unitholders are advised to check with their brokers regarding arrangements for distributions.

#### *Dual-Counter Risk*

The Dual-Counter arrangement for exchange traded funds listed on the SEHK may involve certain

risks as described below.

There is a risk that the market price on the SEHK of Units traded in one counter may deviate significantly from the market price on the SEHK of Units traded in another counter due to different factors such as market liquidity, supply or demand in each counter and exchange rate fluctuations. The trading price of Units in each counter is determined by market forces (such as investor demand for Units in each counter). Accordingly, when selling Units or buying Units traded in one counter, an investor may receive less or pay more than the equivalent amount in the currency of another counter if the trade of the relevant Units took place on such other counter. There can be no assurance that the price of Units in each counter will be equivalent.

It should also be noted that inter-counter transfers may not always be available. If there is a suspension of the inter-counter transfer of Units between different counters for any reasons, for example, operational or systems interruption, Unitholders will only be able to trade their Units in one counter only and this may inhibit or delay such Unitholder's dealing.

Investors without an account in the relevant trading currency (such as USD) may buy and sell HKD traded Units only. Such investors will not be able to buy or sell Units traded in such other trading currencies (such as USD).

It is possible that some brokers and CCASS participants may not be familiar with and may not be able to (i) buy Units in one counter and to sell Units in another, (ii) carry out inter-counter transfers of Units, or (iii) trade Units in different counters at the same time. In such a case another broker or CCASS participant may need to be used. Accordingly, investors may only be able to trade their Units in one currency. Investors should check with their brokers in advance if they intend to engage Dual-Counter trading or in inter-counter transfers and should fully understand the services which the relevant broker is able to provide (as well as any associated fees).

### **Risks associated with market trading (applicable to Listed Class of Units only)**

#### *Absence of Active Market and Liquidity Risks*

Although the Listed Class of Units of each Sub-Fund are listed for trading on the SEHK, there can be no assurance that an active trading market for such Units will develop or be maintained. In addition, if the underlying Securities included in each Sub-Fund themselves have limited trading markets, or if the spreads are wide, this may adversely affect the price of the Listed Class of Units and the ability of an investor to dispose of its Listed Class of Units at the desired price. If an investor needs to sell his, her or its Units at a time when no active market for them exists, the price received for the Units – assuming an investor is able to sell them – is likely to be lower than the price received if an active market did exist.

#### *No Trading Market in the Listed Class of Units Risk*

Although the Listed Class of Units are listed on the SEHK and one or more Market Makers have been appointed, there may be no liquid trading market for the Listed Class of Units or that such Market Maker(s) may cease to fulfil that role. Further, there can be no assurance that Listed Class of Units will experience trading or pricing patterns similar to those of exchange traded funds which are issued by investment companies in other jurisdictions or those traded on the SEHK which are based upon indices other than the Index.

#### *Suspension of Trading Risk*

Investors and potential investors will not be able to buy, nor will investors be able to sell, Listed Class of Units on the SEHK during any period in which trading of the Listed Class of Units is suspended. The SEHK may suspend the trading of Listed Class of Units whenever the SEHK determines that it is appropriate and in the interest of a fair and orderly market to protect investors. The subscription and redemption of Units may also be suspended if the trading of Listed Class of Units is suspended.

### *Listed Class of Units May Trade at Prices Other than Net Asset Value Risk*

Listed Class of Units may trade on the SEHK at prices above or below the most recent Net Asset Value. The Net Asset Value per Unit of each Sub-Fund is calculated at the end of each Dealing Day and fluctuates with changes in the market value of the relevant Sub-Fund's holdings. The trading prices of the Listed Class of Units fluctuate continuously throughout the trading hours based on market supply and demand rather than Net Asset Value. The trading price of the Listed Class of Units may deviate significantly from Net Asset Value particularly during periods of market volatility. Any of these factors may lead to the Listed Class of Units of the relevant Sub-Fund trading at a premium or discount to the Net Asset Value. On the basis that Listed Class of Units can be created and redeemed in Application Units at Net Asset Value, the Manager believes that large discounts or premiums to Net Asset Value are not likely to be sustained over the long-term.

While the creation/redemption feature is designed to make it likely that the Listed Class of Units will normally trade at prices close to the relevant Sub-Fund's next calculated Net Asset Value, trading prices are not expected to correlate exactly with the relevant Sub-Fund's Net Asset Value due to reasons relating to timing as well as market supply and demand factors. In addition, disruptions to creations and redemptions (for example, as a result of imposition of capital controls by a foreign government) or the existence of extreme market volatility may result in trading prices that differ significantly from Net Asset Value. In particular, if an investor purchases Listed Class of Units at a time when the market price is at a premium to Net Asset Value or sells when the market price is at a discount to Net Asset Value, then the investor may sustain losses. The secondary market prices of Listed Class of Units will fluctuate in accordance with changes in the Net Asset Value and supply and demand on any exchange on which the Units are listed. In addition, when buying or selling Units on the SEHK additional charges (such as brokerage fees) mean that an investor may pay more than the Net Asset Value per Unit when buying Units on the SEHK and may receive less than the Net Asset Value per Unit when selling Units on the SEHK. The Manager cannot predict whether Listed Class of Units will trade below, at, or above their Net Asset Value. Since, however, Listed Class of Units must be created and redeemed in Application Unit size (unlike shares of many closed-end funds, which frequently trade at appreciable discounts from, and sometimes at premiums to, their Net Asset Value) the Manager believes that ordinarily large discounts or premiums to the Net Asset Value of Units should not be sustained. If the Manager suspends creations and/or redemptions of Units, the Manager anticipates that there may be larger discounts or premiums as between the secondary market price of Listed Class of Units and the Net Asset Value.

### *Restrictions on Creation and Redemption of Listed Class of Units Risk*

Investors should note that investing in a Listed Class of Units of a Sub-Fund is not like investing in a typical retail investment fund offered to the public in Hong Kong (for which units can generally be purchased and redeemed directly from the manager). Listed Class of Units of a Sub-Fund may only be created and redeemed in Application Unit sizes directly by a Participating Dealer (either on its own account or on behalf of an investor through a stockbroker which has opened an account with the Participating Dealer). Other investors of Listed Class of Units may only make a request (and if such investor is a retail investor, through a stockbroker which has opened an account with a Participating Dealer) to create or redeem Listed Class of Units in Application Unit sizes through a Participating Dealer which reserves the right to refuse to accept a request from an investor to create or redeem Listed Class of Units under certain circumstances. Alternatively, investors may realize the value of their Listed Class of Units by selling such Units through an intermediary such as a stockbroker on the SEHK, although there is a risk that dealings on the SEHK may be suspended. Please refer to the section headed "Creations and Redemptions (Primary Market)" for details in relation to the circumstances under which creation and redemption applications can be rejected.

### *Cost of Trading Listed Class of Units Risk*

As investors will pay certain charges (e.g. trading fees and brokerage fees) to buy or sell Listed Class of Units on the SEHK, investors may pay more than the Net Asset Value per Unit when buying Listed Class of Units on the SEHK, and may receive less than the Net Asset Value per Unit when selling Listed Class of Units on the SEHK. In addition, investors on the secondary market will also incur

the cost of the trading spread, being the difference between what investors are willing to pay for the Listed Class of Units (bid price) and the price at which they are willing to sell Listed Class of Units (ask price). Frequent trading may detract significantly from investment results and an investment in Listed Class of Units may not be advisable particularly for investors who anticipate making small investments regularly.

#### *Secondary Market Trading Risk*

Listed Class of Units in a Sub-Fund may trade on the SEHK when the relevant Sub-Fund does not accept orders to subscribe or redeem Listed Class of Units. On such days, Listed Class of Units may trade in the secondary market with more significant premiums or discounts than might be experienced on days when the Sub-Fund accept subscription and redemption orders.

#### *Reliance on Market Makers Risk*

Where a Dual-Counter has been adopted in respect of the Listed Class of Units of a Sub-Fund, although the Manager will use its best endeavours to put in place arrangements so that there is at least one Market Maker to maintain a market for the Listed Class of Units traded in each counter, it should be noted that liquidity in the market for the Listed Class of Units may be adversely affected if there is no Market Maker for Listed Class of Units traded in one or more counter(s). The Manager will seek to mitigate this risk by using its best endeavours to put in place arrangements so that at least one Market Maker for the Listed Class of Units for each counter gives not less than 3 months' notice prior to terminating market making arrangement under the relevant market making agreements. It is possible that there is only one Market Maker to a counter or to the Sub-Fund or the Manager may not be able to engage a substitute Market Maker within the termination notice period of a Market Maker, and there is also no guarantee that any market making activity will be effective.

#### *Reliance on Participating Dealers Risk*

The creation and redemption of Listed Class of Units may only be effected through Participating Dealers. A Participating Dealer may charge a fee for providing this service. Creation and redemption of Listed Class of Units may be suspended in certain circumstances (please refer to the "Suspension of Creations and Redemptions" section). Since the number of Participating Dealers at any given time will be limited, and there may even be only one Participating Dealer at any given time, there is a risk Listed Class of Units will not always be created or redeemed at a particular time. To the extent that the Participating Dealers are unable or do not proceed with creation or redemption orders with respect to the Listed Class of Units of a Sub-Fund and no other Participating Dealers are able or willing to do so, the Listed Class of Units may trade at a premium or discount to the Net Asset Value of the relevant Class and this may lead to liquidity issues.

### **Risks Associated with the Indices (applicable to Index Tracking Sub-Funds only)**

#### *Fluctuations Risk*

The performance of the Units of an Index Tracking Sub-Fund should, before fees and expenses, correspond closely with the performance of the relevant Index. If the relevant Index experiences volatility or declines, the price of the Units of the Sub-Fund which tracks that Index will vary or decline accordingly.

#### *Licence to Use Index may be Terminated Risk*

In respect of each Index Tracking Sub-Fund, the Manager is granted a licence by the Index Provider to use the Index to create the relevant Sub-Fund based on the Index and to use certain trade-marks and any copyright in the Index. An Index Tracking Sub-Fund may not be able to fulfil its objective and may be terminated if the licence agreement is terminated. The initial term of the licence agreement may be limited in period and thereafter renewable for only short periods. There can be no guarantee that the relevant licence agreement will be perpetually renewed. For further information on the grounds for terminating the licence agreement, please refer to the section on "Index Licence

Agreement” in the Index Tracking Sub-Fund’s Appendix. Although the Manager will seek to find a replacement Index, an Index Tracking Sub-Fund may also be terminated if the relevant Index ceases to be compiled or published and there is no replacement Index using the same or substantially similar formula for the method of calculation as used in calculating the Index.

#### *Compilation of Index Risk*

The Securities of each Index are determined and composed by the relevant Index Provider without regard to the performance of the relevant Index Tracking Sub-Fund. Each Index Tracking Sub-Fund is not sponsored, endorsed, sold or promoted by the relevant Index Provider. Each Index Provider makes no representation or warranty, express or implied, to investors in the relevant Index Tracking Sub-Fund or other persons regarding the advisability of investing in Securities generally or in the relevant Index Tracking Sub-Fund particularly. Each Index Provider has no obligation to take the needs of the Manager or investors in the relevant Index Tracking Sub-Fund into consideration in determining, composing or calculating the relevant Index. There is no assurance that an Index Provider will compile the relevant Index accurately, or that the Index will be determined, composed or calculated accurately. In addition, the process and the basis of computing and compiling the Index and any of its related formulae, constituent companies and factors may at any time be changed or altered by the Index Provider without notice. Consequently there can be no guarantee that the actions of an Index Provider will not prejudice the interests of the relevant Index Tracking Sub-Fund, the Manager or investors.

#### *Composition of an Index May Change Risk*

The Securities constituting an Index will change as the Securities of the Index are delisted, or as the Securities mature or are redeemed or as new Securities are included in the Index or where the methodology of the Index is changed by the Index Provider. When this happens the weightings or composition of the Securities owned by the relevant Index Tracking Sub-Fund will change as considered appropriate by the Manager to achieve the investment objective. Thus, an investment in Units of an Index Tracking Sub-Fund will generally reflect the Index as its constituents change and not necessarily the way it is comprised at the time of an investment in Units. However, there can be no guarantee that an Index Tracking Sub-Fund will, at any given time accurately reflect the composition of the Index (please refer to the section on “Tracking Error Risk”).

#### *Errors and inaccuracies of Index Risk*

There may be inaccuracies, errors, omissions or mistakes in the compilation or calculation of the Index, which may result in significant deviations between the Net Asset Value of the Units of an Index Tracking Sub-Fund and the relevant Index. The accuracy and completeness of the calculation of an Index may be affected by, without limitation, the availability and accuracy of prices for its constituent securities, market factors and errors in its compilation. The Manager and the Trustee are not responsible or involved in the compilation or calculation of any Index, and thus cannot be held responsible or liable for any inaccuracies, errors, omissions or mistakes in such compilation or calculation.

### **Risks Associated with Regulation**

#### *Withdrawal of SFC Authorisation Risk*

The Trust and each Sub-Fund have been authorised as a collective investment scheme under the Code by the SFC under Section 104 of the SFO. SFC authorisation is not a recommendation or endorsement of a scheme nor does it guarantee the commercial merits of a scheme or its performance. This does not mean the scheme is suitable for all investors nor is it an endorsement of its suitability for any particular investor or Class of investors. For an Index Tracking Sub-Fund, the SFC reserves the right to withdraw the authorisation of the Trust or a Sub-Fund if the Index is no longer considered acceptable or impose such conditions as it considers appropriate. If the Manager does not wish the Trust or a Sub-Fund to continue to be authorised by the SFC, the Manager will give Unitholders notice of the intention to seek SFC’s withdrawal of such authorisation. In addition, any

authorisation granted by the SFC may be subject to certain conditions which may be withdrawn or varied by the SFC. If, as a result of such withdrawal or variation of conditions, it becomes illegal, impractical or inadvisable to continue the Trust or a Sub-Fund, the Trust or the relevant Sub-Fund (as applicable) will be terminated.

#### *General Legal and Regulatory Risk*

Each Sub-Fund must comply with regulatory constraints or changes in the laws affecting it or its investment restrictions which might require a change in the investment policy and objectives followed by the relevant Sub-Fund. Furthermore, such change in the laws may have an impact on the market sentiment which may in turn affect the performance of the Index or the Securities in a Sub-Fund's Portfolio and as a result, the performance of a Sub-Fund. It is impossible to predict whether such an impact caused by any change of law will be positive or negative for a Sub-Fund. In the worst case scenario, a Unitholder may lose a material part of its investments in a Sub-Fund.

#### *Listed Class of Units may be Delisted from the SEHK Risk*

*The SEHK imposes certain requirements for the continued listing of Securities, including the Listed Class of Units, on the SEHK. Investors cannot be assured that any Sub-Fund will continue to meet the requirements necessary to maintain the listing of the Listed Class of Units on the SEHK or that the SEHK will not change the listing requirements. If the Listed Class of Units of a Sub-Fund are delisted from the SEHK, Unitholders will have the option to redeem their Listed Class of Units by reference to the Net Asset Value of the Sub-Fund. Where the relevant Sub-Fund remains authorised by the SFC, such procedures required by the Code will be observed by the Manager including as to notices to Unitholders, withdrawal of authorisation and termination, as may be applicable. Should the SFC withdraw authorisation of a Sub-Fund for any reason it is likely that the Listed Class of Units may also have to be delisted.*

#### *Taxation Risk*

Investing in a Sub-Fund may have tax implications for a Unitholder depending on the particular circumstances of each Unitholder. Prospective investors are strongly urged to consult their own tax advisers and counsel with respect to the possible tax consequences to them of an investment in the Units. Such tax consequences may differ in respect of different investors.

#### *Foreign Account Tax Compliance Act Related Risks*

Sections 1471 to 1474 (referred to as "FATCA") of the United States ("US") Internal Revenue Code of 1986, as amended (the "IRS Code"), impose rules with respect to US and certain non-US persons, such as the Trust or each Sub-Fund. Payments of interest and dividends from securities of US issuers may be subject to withholding at a 30% rate, unless the recipient of the payment satisfies certain requirements intended to enable the US Internal Revenue Service (the "IRS") to identify US persons (within the meaning of the IRS Code) with interests in such payments. To avoid such withholding on payments made to it, a foreign financial institution (an "FFI"), such as the Trust or each Sub-Fund (and, generally, other investment funds organised outside the US), generally will be required to be subject to the terms of an agreement (an "FFI Agreement") with the US IRS under which it will agree to, among other things, identify its direct or indirect owners who are United States persons and report certain information concerning such US person owners to the US IRS.

In general, an FFI which does not sign an FFI Agreement or agree to be subject to the terms of an FFI Agreement and is not otherwise exempt will face a 30% withholding tax on all "withholdable payments", including US-sourced dividends, interest and certain other payments. It is possible that certain non-US source payments attributable to amounts that would be subject to FATCA withholding (referred to as "foreign passthru payments") may also be subject to FATCA withholding under FATCA rules later introduced, though the definition of "foreign passthru payment" in US Treasury Regulations is currently pending.

The Hong Kong Government has entered into an intergovernmental agreement ("IGA") for the implementation of FATCA, adopting "Model 2" IGA arrangements. Under these "Model 2" IGA

arrangements, FFIs in Hong Kong (such as the Trust or each Sub-Fund) would be required to be subject to the terms of the FFI Agreement with the US IRS and register with the US IRS. Otherwise they may be subject to a 30% withholding tax on withholdable payments to them.

Under the IGA, FFIs in Hong Kong (such as the Trust or each Sub-Fund) complying with the FFI Agreement will generally not be subject to the above described 30% withholding tax.

The Trust or each Sub-Fund intend to satisfy the requirements imposed under FATCA and the terms of the FFI Agreement to avoid any withholding tax. In the event the Trust or a Sub-Fund is not able to comply with the requirements imposed by FATCA or the terms of the FFI Agreement, the Trust or the relevant Sub-Fund may be subject to US withholding tax on withholdable payments. The Net Asset Value of the Trust or the relevant Sub-Fund may be adversely affected and the Trust or the relevant Sub-Fund may suffer significant loss as a result.

In the event a Unitholder does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by the Trust or a Sub-Fund, or a risk of the Trust or a Sub-Fund being subject to withholding tax under FATCA, the Manager on behalf of the Trust and the relevant Sub-Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation and to the extent permitted by applicable laws and regulations, (i) reporting the relevant information of such Unitholder to the US IRS; and/or (ii) withholding, deducting from such Unitholder's account, or otherwise collecting any such tax liability from such Unitholder to the extent permitted by applicable laws and regulations. The Manager in taking any such action or pursuing any such remedy shall act in good faith and on reasonable grounds and in compliance with all applicable laws and regulations.

The Trust or each Sub-Fund has been or will be registered with the US IRS.

Each Unitholder and prospective investor should consult with his own tax advisor as to the potential impact of FATCA in its own tax situation.

#### *Contagion Risk*

The Trust Deed allows the Trustee and the Manager to issue Units in separate Sub-Funds and Classes. The Trust Deed provides for the manner in which the liabilities are to be attributed across the various Sub-Funds and Classes within a Sub-Fund under the Trust (liabilities are to be attributed to the specific Sub-Fund or Class of a Sub-Fund (as the case may be) in respect of which the liability was incurred). A person to whom such a liability is owed has no direct recourse against the assets of the relevant Sub-Fund or Class (in the absence of the Trustee granting that person a security interest). However, the Manager and the Trustee will have a right of reimbursement and indemnity out of the assets of the Trust as a whole or any part thereof, against any action, costs, claims, damages, expenses or demands relating to the Trust as a whole, which may result in Unitholders of one Sub-Fund or Class (as the case may be) being compelled to bear the liabilities incurred in respect of other Sub-Funds or Classes (as the case may be) in which such Unitholders do not themselves own Units, if there are insufficient assets in that other Sub-Fund to satisfy the amount due to the Manager and/or Trustee. Accordingly, there is a risk that liabilities of one Sub-Fund or Class (as the case may be) may not be limited to that particular Sub-Fund or Class and may be required to be paid out of one or more other Sub-Funds or Classes.

#### *Cross Liability Risk*

The assets and liabilities of each Sub-Fund under the Trust will be tracked, for book keeping purposes, separately from the assets and liabilities of any other Sub-Funds, and the Trust Deed provides that the assets of each Sub-Fund should be segregated from each other. There is no guarantee that the courts of any jurisdiction will respect the limitations on liability and that the assets of any particular Sub-Fund will not be used to satisfy the liabilities of any other Sub-Fund.

## MANAGEMENT OF THE TRUST AND SUB-FUNDS

### The Manager

The Manager of the Trust and each Sub-Fund is Nikko Asset Management Hong Kong Limited, a limited liability company incorporated under the laws of Hong Kong and regulated by the SFC. The Manager is licensed to carry out the following regulated activities in Hong Kong: Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) under the SFO with CE Number AFH646. For Type 1 regulated activity, the Manager shall only perform distribution function for collective investment schemes. For Type 9 regulated activity, the Manager shall not provide a service of managing a portfolio of futures contracts for another person. Also, the Manager shall not hold client assets.

The Manager is a wholly owned subsidiary of Nikko Asset Management International Limited, an indirectly owned subsidiary of Sumitomo Mitsui Trust Holdings, Inc..

The Manager may from time to time appoint other sub-investment managers or investment delegates in relation to any Sub-Fund subject to prior SFC approval. The details of any sub-investment manager or investment delegates will be disclosed in the Appendix of the relevant Sub-Fund. The remuneration of such sub-investment manager or investment delegates will be borne by the Manager unless otherwise stated in the relevant Appendix.

The Directors of the Manager and their biographies are set out below:

#### *Yasuaki Ogiwara*

Yasuaki Ogiwara joined Nikko Asset Management Co., Ltd in April 2015 and is now the president of the Manager. He is responsible for supporting the Manager's delivery of integrated solutions to investors throughout Asia. Mr. Ogiwara started his career at the Marubeni Corporation in April of 1981. Later he moved to Nomura Securities in September of 1987. He had extensive international experience while at Nomura, including roles as President and Managing Director at Nomura Nederland, Nomura Europe Finance (NEF) and Nomura Asset Management Hong Kong Limited.

#### *Eleanor Seet Oon Hui*

Eleanor is a non-executive director of the Manager.

Eleanor joined Nikko Asset Management Asia Limited in 2011 as the President and an executive director. She became the Head of Asia ex-Japan of the Nikko Asset Management group in 2015 with expanded responsibility for driving its growth in the region. She has oversight of Nikko Asset Management group's Singapore and Hong Kong offices, with a total staff strength of approximately 140. Additionally, she has oversight of Nikko Asset Management group's joint venture relationships in China and Malaysia and is a board member of Affin Hwang Asset Management Berhad.

Active in industry, Eleanor currently serves as vice-chairman on the Executive Committee of the Investment Management Association of Singapore (IMAS) and is also a member of the Institute of Banking and Finance Fund Management Workgroup. She is a founding member of the Bloomberg Women's Buy-side Network, which tracks future investment trends and aspires to serve as role models for the next generation of asset managers in the region. She is a member of CAMRI Advisory Council, part of the NUS Business School.

In 2017, Eleanor was conferred the IBF Fellow distinction by the Institute of Banking and Finance Singapore. The IBF Fellow title recognises industry veterans who exemplify thought leadership and commitment to industry development.

Eleanor is a pioneer in the asset management industry with over 20 years of experience. Prior to joining Nikko Asset Management Asia Limited, She led the distribution efforts for iShares concentrating on the wealth segments across Asia ex Japan.

Previously, Eleanor spent 12 years at AllianceBernstein, where she was responsible for building and



developing the firm's distribution channels and business. In that capacity, she was responsible for the overall strategy and execution of the firm's product offerings in South East Asia via intermediaries.

She graduated with a Bachelor of Economics from the University of New South Wales, Sydney.

#### *Kiyotaka RYU*

Kiyotaka is a non-executive director of the Manager.

Kiyotaka was appointed as Chief Administrative Officer of Nikko Asset Management Co., Ltd in July 2018, and as Acting Chief Risk Officer of Nikko Asset Management Co., Ltd in December 2018. He is responsible for overall business planning and management to support Middle and Back Office functions, as well as leading the global risk management function in Nikko Asset Management Co., Ltd.

Kiyotaka joined the Internal Audit Department of Nikko Asset Management Co., Ltd in September 2007 and went on to become the Head of Internal Audit where he led the Nikko Asset Management Co., Ltd group's Internal Audit practice for three and a half years.

Before joining Nikko Asset Management Co., Ltd, he worked for KPMG, as a financial and technology auditor. He served clients from various industries including the financial sector.

He is a qualified accountant and a member of the American Institute of Certified Public Accountant.

He graduated from Waseda University with a Bachelor of Arts in Human Sciences and has also received a Master of Professional Accounting degree from the University of New South Wales.

#### **The Trustee**

The Trustee of the Trust is BNP Paribas, acting through its Hong Kong Branch. BNP Paribas is a bank organised under the laws of France under No. 662 042 449 and a public limited company incorporated under the laws of France with its registered office at 16 boulevard des Italiens, 75009 Paris, France, and is authorised and supervised by the European Central Bank and by the *Autorité de Contrôle Prudentiel et de Résolution* in France. The Trustee is authorised as a licenced bank in Hong Kong by the Hong Kong Monetary Authority pursuant to the Banking Ordinance of Hong Kong and is also registered with the SFC pursuant to the SFO to carry on Types 1 (dealing in securities), 4 (advising on securities), 6 (advising on corporate finance) and 9 (asset management) regulated activities in Hong Kong.

Under the Trust Deed, the Trustee is responsible for the safekeeping of the assets of the Trust and each Sub-Fund, subject to the provisions of the Trust Deed.

The Trustee may from time to time, solely or jointly with the Manager, appoint such person or persons as it thinks fit (including, without limitation, any of its Connected Persons) to hold as custodian, nominee, agent or delegate, all or any of the investments, assets or other property included in the Trust Fund or any of the Sub-Funds and may empower any such person to appoint, with the prior consent in writing of the Trustee (and the Manager in the joint appointment of such persons), co-custodians and/or sub-custodians (each such custodian, nominee, agent, delegate, co-custodian and sub-custodian, a "Correspondent"). The Trustee is required to (a) exercise reasonable care, skill and diligence in the selection, appointment and monitoring of the Correspondents and (b) be satisfied that Correspondents retained remain suitably qualified and competent on an on-going basis to provide the relevant service to the Trust Fund or any of the Sub-Funds, having regard to the market or markets for which such Correspondent is appointed. The Trustee shall be responsible for the acts and omissions of any Correspondent which is a Connected Person of the Trustee as if the same were the acts or omissions of the Trustee, but provided that the Trustee has discharged its obligations set out in (a) and (b) as set out in this paragraph, the Trustee shall not be liable for any act, omission, insolvency, liquidation or bankruptcy of any Correspondent which is not a Connected Person of the Trustee.

Subject to the preceding paragraph, the Trustee shall not be responsible for any act or omission of

or be liable for any loss or damage caused by: (i) any agents and persons appointed by the Manager; (ii) any depository or clearing system in relation to any Security deposited with such depository or clearing system; or (iii) any Registrar (other than where the Trustee is the Registrar), Participating Dealers, counterparties, third party service providers and advisers.

Subject as provided in the Trust Deed, the Trustee shall not be liable for losses caused by the performance of investments made by the Trust and/or any Sub-Fund.

Subject as provided in the Trust Deed, the Trustee is entitled to be indemnified from the assets of the Trust and/or each Sub-Fund from and against any action, costs, claims, damages, liabilities, expenses (including all legal, professional and other similar expenses) or demands (together, "Indemnified Claims"), other than those imposed under Hong Kong law or resulting from breaches of trust through fraud or negligence on the part of the Trustee, to which it may be put or may incur in the exercise of any powers, authorities or discretions vested in it and for this purpose shall have recourse to the assets of the relevant Sub-Fund in respect of which such Indemnified Claims have been made or arose out of or, where such Indemnified Claims relate to the Trust as a whole, the Trust Fund or any part thereof. Subject to applicable law and the provisions of the Trust Deed, the Trustee shall not, in the absence of fraud, negligence or wilful default by it or any officers, employees, agents or delegates appointed by it, be liable for any losses, costs or damage or inconvenience to the Trust, any Sub-Fund or any Unitholder.

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

The Trustee is entitled to the fees set out under the section on "Fees and expenses payable by a Sub-Fund" and to be reimbursed for all costs and expenses in accordance with the provisions of the Trust Deed.

### **The Global Custodian**

The Trustee has appointed BNP Paribas, acting through its Singapore Branch with its registered address at 20 Collyer Quay #01-01, Singapore 049319, as the global custodian of the Trust ("Global Custodian"). BNP Paribas, acting through its Singapore Branch is a licensed bank in Singapore regulated by the Monetary Authority of Singapore. Its banking license was granted with effect from 20 October 1999.

BNP Paribas is a bank organised under the laws of France under No. 662 042 449 and a public limited company incorporated under the laws of France with its registered office at 16 boulevard des Italiens, 75009 Paris, France, and is authorised and supervised by the European Central Bank and by the *Autorité de Contrôle Prudentiel et de Résolution* in France.

Pursuant to the global custodian agreement between the Trustee and the Global Custodian, the Global Custodian will act as the custodian of the Trust's and the Sub-Funds' assets, which may be held directly by the Global Custodian or through its agents, sub-custodians or delegates pursuant to the relevant custodial services agreement.

### **The Registrar**

BNP Paribas, acting through its Hong Kong Branch has been appointed as Registrar and transfer agent, to maintain responsibility for registrar functions including keeping the respective registers of Unitholders up-to-date and accurate and arranging for the issue and realisation of Units of each Sub-Fund.

Subject to the provisions of the Trust Deed, BNP Paribas, acting through its Hong Kong Branch (in its capacity as the Trustee and the Registrar) and other entities in the BNP Paribas Group (collectively, "BNP") (i) have not independently verified the information contained in this Prospectus other than the disclosures concerning BNP, (ii) are not responsible for the preparation of this Prospectus other than consenting to the disclosures concerning BNP, and (iii) have not caused or otherwise authorised the issue of this Prospectus. Neither BNP nor its employees or officers accept any responsibility or liability arising in any way for errors or omissions in this Prospectus. BNP is not involved in the management

of the Trust and does not guarantee the success or the performance of the Trust and its Sub-Funds nor the repayment of capital or any particular rate of capital or income return.

### **The Fund Accountant**

The Manager has appointed BNP Paribas, acting through its Singapore Branch with its registered address at 20 Collyer Quay #01-01, Singapore 049319, as the Fund Accountant of the Trust. BNP Paribas, acting through its Singapore Branch is a licensed bank in Singapore regulated by the Monetary Authority of Singapore. Its banking license was granted with effect from 20 October 1999.

Pursuant to the administration agreement between the Manager and the Fund Accountant, the Fund Accountant will act as accountant to the Trust and each Sub-Fund. The Fund Accountant's role will include, amongst other things, keeping the accounts, financial books and records of each Sub-Fund, determining the Net Asset Value and liaising with the auditors in respect of preparation of financial statements.

### **The Service Agent or Conversion Agent (applicable in respect of Listed Class of Units only)**

HK Conversion Agency Services Limited acts as Service Agent or Conversion Agent (as the case may be for each Sub-Fund) under the terms of the Service Agreement or Conversion Agency Agreement. It performs, through HKSCC, certain of its services in connection with the creation and redemption of Listed Class of Units in the Sub-Fund by Participating Dealers.

### **The Auditor**

The Manager has appointed PricewaterhouseCoopers Hong Kong to act as the auditor of the Trust and each Sub-Fund (the "Auditor"). The Auditor is independent of the Manager and the Trustee.

### **The Participating Dealers (applicable in respect of Listed Class of Units only)**

A Participating Dealer may act for its own account or for your account as its clients in making Creation Applications and Redemption Applications. Different Sub-Funds may have different Participating Dealers. The latest list of the Participating Dealers in respect of each Sub-Fund is available at the website of each Sub-Fund (please refer to the relevant Appendix; the contents of which and of any other website referred to in this Prospectus have not been reviewed by the SFC).

### **The Market Makers (applicable in respect of Listed Class of Units only)**

A Market Maker is a broker or dealer permitted by the SEHK to make a market for the Listed Class of Units in the secondary market and whose obligations include quoting bid prices to potential sellers and offer prices to potential buyers when there is a wide spread between the prevailing bid prices and offer prices for the Listed Class of Units on the SEHK. Market Makers facilitate the efficient trading of Units by providing liquidity in the secondary market when it is required, in accordance with the market making requirements of the SEHK.

Subject to applicable regulatory requirements, the Manager will use its best endeavours to put in place arrangements so that at least one Market Maker will maintain a market for each Listed Class of Units, and where a Dual-Counter has been adopted in respect of the Listed Class of Units of a Sub-Fund, for the Listed Class of Units of each available counter. If the SEHK withdraws its permit to the existing Market Maker(s), the Manager will use its best endeavours to put in place arrangements so that there is at least one other Market Maker per Class (or a Sub-Fund adopts a Dual-Counter, each counter) to facilitate the efficient trading of Listed Class of Units. The Manager will use its best endeavours to put in place arrangements so that at least one Market Maker per Class (or a Sub-Fund adopts Dual-Counter, each counter) gives not less than 3 months' notice prior to terminating the market making arrangement. The latest list of Market Makers for each Sub-Fund is available at [www.hkex.com.hk](http://www.hkex.com.hk) and [www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf) (the contents of which and of any other website referred to in this Prospectus have not been reviewed by the SFC). Please refer to the section on "Website Information" for the warning and the disclaimer regarding information contained in such website.

## **The Listing Agent (applicable in respect of Listed Class of Units only)**

In respect of each Sub-Fund with a Listed Class of Units, the Manager may appoint a Listing Agent for the relevant Sub-Fund in accordance with The Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited in respect of the Sub-Fund's listing on the SEHK. Any Listing Agent will be a registered institution or licensed corporation which is registered or licensed by the SFC to carry out, amongst others, Type 6 (advising on corporate finance) regulated activity under the SFO. The name of the Listing Agent for each Sub-Fund is set out in the relevant Appendix for that Sub-Fund.

## **Conflicts of Interest and Soft Dollars**

The Manager, the Trustee and the Sub-Manager may, from time to time, act as manager, sub-investment manager, investment delegates, investment adviser, trustee or custodian or in such other capacity in connection with any collective investment scheme separate and distinct from the Trust and each Sub-Fund and retain any profit or benefit made in connection therewith.

In addition:

- (a) The Manager or any of its Connected Persons may purchase and sell investments for the account of a Sub-Fund as agent for the Sub-Fund or deal with any Sub-Fund as principal with the prior written consent of the Trustee.
- (b) The Trustee, the Manager and any of their Connected Persons may contract or enter into any financial, banking or other transaction with one another or with any Unitholder or any company or body any of whose shares or securities form part of the relevant Sub-Fund's assets.
- (c) The Trustee or the Manager or any of their Connected Persons may become the owner of Units and hold, dispose or otherwise deal with them with the same rights which it would have had if it had not been the Trustee or the Manager or any of their Connected Persons.
- (d) The Trustee, the Manager, the Sub-Manager and any of their Connected Persons may buy, hold, deal in or advise on any securities or other property for their own account or for the account of their other customers (as applicable) notwithstanding that the same or similar securities or other property may be held by a Sub-Fund.
- (e) Any arrangements for the borrowing or deposit of any monies for the account of a Sub-Fund may be made with any of the Trustee, the Manager, any investment delegate or any of their Connected Persons being a banker or other financial institution provided that such person shall charge or pay (as the case may be) interest or fees at a rate or amount no higher (in the case of a borrowing) or lower (in the case of a deposit) than the prevailing rates or amounts for transactions of a similar type, size and term, in the same currency and with institutions of similar standing, negotiated at arm's length in accordance with ordinary and normal course of business. Any such deposits shall be maintained in a manner that is in the best interests of Unitholders.
- (f) Neither the Trustee nor the Manager nor the Sub-Manager nor any of their Connected Persons shall be liable to account to each other or to any Sub-Fund or to the Unitholders for any profits or benefits made or derived from or in connection with any such transaction mentioned above.

The Manager may also enter into trades for the account of a Sub-Fund with the accounts of other clients of the Manager or its Connected Persons ("cross trades") when the Manager considers that, as part of its portfolio management, such cross trades would be in the best interests of the Unitholders to achieve the investment objective and policy of the Sub-Fund. Such cross trades will only be undertaken where (i) the sale and purchase decisions are in the best interests of both the Sub-Fund and the other client and fall within the investment objectives, restrictions and policies of the Sub-Fund and such other client, (ii) the cross trades are executed on arm's length terms at current market value, and (iii) the reasons for such cross trades are documented prior to execution.

It is, therefore, possible that any of the Trustee, the Manager, the Sub-Manager or any of their Connected Persons may, in the course of business, have potential conflicts of interest with a Sub-Fund. Each will, at all times, have regard in such event to its obligations to the relevant Sub-Fund and the Unitholders and will endeavour to ensure that such conflicts are resolved fairly.

Subject to applicable rules and regulations, the Manager, its delegate or any of its Connected Persons may enter into portfolio transactions for or with a Sub-Fund as agent in accordance with normal market practice, provided that commissions charged to the Sub-Fund in these circumstances do not exceed customary full service brokerage rates. If a broker does not provide research or other lawful services in addition to brokerage execution, such broker will generally charge a brokerage commission that is discounted from customary full service brokerage rates. Where the Manager invests a Sub-Fund in shares or units of a collective investment scheme managed by the Manager, its delegates or any of its Connected Persons, the manager of the scheme in which the investment is being made by the Sub-Fund must waive any preliminary or initial charge which it is entitled to charge for its own account in relation to the acquisition of shares or units and there must be no increase in the overall total of annual management fees (or other costs and charges payable to the Manager or any of its Connected Persons) borne by the relevant Sub-Fund.

None of the Manager, its delegates (including investment delegates, if any) or any of its Connected Persons shall, retain any cash commission rebates or other payment or benefit (except as otherwise provided for in this Prospectus or in the Trust Deed) received from a third party (either directly or indirectly) arising out of the sale or purchase or loan of investments for a Sub-Fund, and any such rebates or payments or benefits which are received shall be credited to the account of the Sub-Fund.

The Manager, its delegates (including investment delegates, if any) or any of its Connected Persons may receive, and are entitled to retain, goods, services or other benefits, such as research and advisory services, economic and political analysis, portfolio analysis (including valuation and performance measurement), market analysis, data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and investment-related publication (known as soft dollar benefits) which are of demonstrable benefit to the relevant Sub-Fund as a whole and may contribute to an improvement in the performance of the relevant Sub-Fund or of the Manager and/or any of its Connected Persons in providing services to the relevant Sub-Fund (as may be permitted under the Code, applicable rules and regulations), from brokers and other persons through whom investment transactions are carried out ("brokers") provided that the quality of transaction execution is consistent with best execution standards, brokerage rates are not in excess of customary institutional full-service brokerage rates and the availability of soft dollar arrangements is not the sole or primary purpose to perform or arrange transaction with such broker or dealer. For the avoidance of doubt, such goods and services do not include travel accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employee salaries or direct money payments. Details of soft commission arrangements will be disclosed in the relevant Sub-Fund's annual report.

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

Conflicts of interest may also arise due to the widespread business operations of the Trustee, the Manager, the Sub-Manager, the Registrar, the custodian, sub-custodians, the Service Agent or Conversion Agent (as the case may be) and their respective holding companies, subsidiaries and affiliates. The foregoing parties may effect transactions where those conflicts arise and shall not, subject to the terms of the Trust Deed, be liable to account for any profit, commission or other remuneration arising. However, all transactions carried out by or on behalf of a Sub-Fund will be on arm's length terms and in the best interests of Unitholders. For so long as a Sub-Fund is/are authorised by the SFC and it is an applicable requirement of the Code, the Manager, if transacting with brokers or dealers connected to the Manager, investment delegates, the Trustee or any of their

respective Connected Persons, must ensure it complies with the following obligations:

- (a) such transactions should be on arm's length terms;
- (b) it must use due care in the selection of brokers or dealers and ensure that they are suitably qualified in the circumstances;
- (c) transaction execution must be consistent with applicable best execution standards;
- (d) the fee or commission paid to any such broker or dealer in respect of a transaction must not be greater than that which is payable at the prevailing market rate for a transaction of that size and nature;
- (e) the Manager must monitor such transactions to ensure compliance with its obligations; and
- (f) the nature of such transactions and the total commissions and other quantifiable benefits received by such broker or dealer shall be disclosed in the annual financial statements of the Sub-Fund.

## STATUTORY AND GENERAL INFORMATION

### Reports and Accounts

The financial year-end of the Trust (and each Sub-Fund, unless otherwise specified in the relevant Appendix) is 30 June every year. Audited annual accounts are to be prepared (in accordance with HKFRS) and published on the Manager's website in English only within 4 months of each financial year-end. Half-yearly unaudited reports are also to be prepared up to 31 December (unless otherwise specified in the relevant Appendix) of each year and published on the Manager's website within 2 months of such date. Once these accounts and reports are made available on the Manager's website, investors will be notified within the relevant timeframe.

Only an English version of the audited annual accounts and the half-yearly unaudited reports of each Sub-Fund will be available. Printed copies may be requested free of charge from the Manager by contacting it, as described below under "Notices".

The accounts and reports shall provide a comparison of each Sub-Fund's performance and the actual relevant Index performance over the relevant period and such other information as is required under the Code.

The Manager intends to adopt HKFRS in drawing up the annual financial accounts of each Sub-Fund. It should however be noted that in amortising the establishment costs of the Sub-Fund in accordance with the section headed "Establishment Costs", possible deviation from such account standards may occur but the Manager does not expect this issue to be material under normal circumstances. The Manager may make necessary adjustments in the annual financial accounts in order to comply with HKFRS and to include a reconciliation note in the Trust's audited accounts.

### Trust Deed

The Trust and each Sub-Fund were established under Hong Kong law by the Trust Deed. All Unitholders are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Trust Deed. The Trust Deed contains provisions for the indemnification of the Trustee and the Manager out of the assets of the Trust Fund and their relief from liability in certain circumstances (summarised below in "Indemnities of the Trustee and Manager"). Unitholders and intending applicants are advised to consult the terms of the Trust Deed.

### Indemnities of the Trustee and Manager

The Trustee and the Manager benefit from various indemnities in the Trust Deed. Except as provided under the Trust Deed, the Trustee and the Manager shall be entitled to be indemnified out of, and have recourse to, the Trust Fund in respect of any Indemnified Claim arising directly or indirectly from the proper performance of the Sub-Fund. Nothing in any of the provisions of the Trust Deed shall (i) exempt either the Trustee or the Manager (as the case may be) from or against any liability to Unitholders for breaches of trust through fraud or negligence or any liability to Unitholders imposed by virtue of any Hong Kong law in relation to its duties nor (ii) indemnify either the Trustee or the Manager (as the case may be) against such liability by Unitholders or at Unitholders' expense.

### Modification of the Trust Deed

The Trustee and the Manager may agree to modify, alter or add to the provisions of the Trust Deed by supplemental deed provided that the Trustee shall certify in writing that such modification, alteration or addition (i) does not materially prejudice the interests of Unitholders in any Sub-Fund, does not operate to release to any material extent the Trustee or the Manager or any other person from any liability to the Unitholders and (with the exception of the costs, charges, fees and expenses incurred in connection with the relevant supplemental deed) does not increase the costs and charges payable out of the assets of any Sub-Fund; or (ii) is necessary in order to make possible compliance with any fiscal, statutory, regulatory or official requirement (whether or not having the force of law); or (iii) is made to correct a manifest error. In all other cases involving material changes, modifications, alterations and additions require the sanction of an extraordinary resolution of the Unitholders where the interests of the Unitholders as a whole are affected or an extraordinary resolution of the

Unitholders of a Sub-Fund or of a Class of Units where only the interests of such Unitholders are affected. The SFC must (where such approval is required) also give its prior approval to all amendments to the Trust Deed.

The Manager will notify affected Unitholders of the amendments if such notification is required by the SFC or the Code.

## **Termination**

The Trust may be terminated by the Trustee if: (i) the Manager goes into liquidation or a receiver is appointed and not discharged within 60 days; or (ii) in the opinion of the Trustee, the Manager is incapable of performing its duties satisfactorily; or (iii) the Manager has failed to perform its duties satisfactorily or has, in the opinion of the Trustee, done something calculated to bring the Trust into disrepute or that is harmful to the interests of Unitholders; or (iv) a law is passed that renders it illegal or in the opinion of the Trustee and the Manager, impracticable or inadvisable to continue the Trust or; (v) the Trustee is unable to find a person acceptable to act as the new Manager within 30 days after the removal of the Manager for the time being, or the person nominated fails to be approved by an extraordinary resolution passed by Unitholders; or (vi) the Trustee decides to retire but within 60 days of the Trustee giving written notice to the Manager of its desire to retire and the Manager is unable to find a suitable person who is willing to act as trustee.

The Manager may terminate the Trust if: (i) after one year from the date of the Trust Deed, the aggregate Net Asset Value of all the Units in each Sub-Fund outstanding is less than USD50 million (or such other amounts as specified in the relevant Appendix); (ii) any law or regulation is passed or amended or any regulatory directive or order is imposed that affects the Trust and which renders the Trust illegal or in the good faith opinion of the Manager, makes it impracticable or inadvisable to continue the Trust; (iii) in the opinion of the Manager, it is impracticable or inadvisable to continue the Trust (including without limitation, a situation where it is no longer economically viable to operate the Trust); (iv) if all Sub-Funds under the Trust are Index Tracking Sub-Funds and the respective Index/Indices of all such Sub-Fund(s) is/are no longer available for benchmarking; (v) if all Sub-Funds under the Trust only has Listed Class of Units and the Units of all such Sub-Funds are no longer listed on the SEHK or any such other stock exchange from time to time determined by the Manager (vi) if all Sub-Funds under the Trust only has Listed Class of Units and, at any time, all such Sub-Funds cease to have any Participating Dealer; or (vii) within a reasonable time and using commercially reasonable endeavours, the Manager is unable to find a person acceptable to the Manager to act as the new trustee after retirement of the Trustee or after deciding to remove the Trustee in accordance with the Trust Deed.

The Manager may, in its absolute discretion, by notice in writing to the Trustee, terminate a Sub-Fund if: (i) after one year from the date of establishment of the Sub-Fund, the aggregate Net Asset Value of all the Units in the relevant Sub-Fund outstanding is less than USD20 million (or such other amounts as specified in the relevant Appendix); (ii) any law or regulation is passed or amended or any regulatory directive or order is imposed that affects the relevant Sub-Fund and which renders the relevant Sub-Fund illegal or in the good faith opinion of the Manager makes it impracticable or inadvisable to continue that Sub-Fund; (iii) its Index (if any) is no longer available for benchmarking or if the Units of the a Sub-Fund which only has Listed Class(es) of Units are no longer listed on the SEHK or any such other stock exchange from time to time determined by the Manager; (iv) (in respect of a Sub-Fund with only Listed Class(es) of Units) at any time, the relevant Sub-Fund ceases to have any Participating Dealer; or (v) the Manager is unable to implement its investment strategy. Further, the Unitholders may at any time authorise termination of the Trust or the relevant Sub-Fund(s) by extraordinary resolution.

The Trustee may, in its absolute discretion, by notice in writing to the Manager, terminate a Sub-Fund if: (i) the Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or a receiver shall be appointed over any of its assets and shall not be discharged within 60 days; (ii) the Trustee forms the opinion for good and sufficient reason and shall so state in writing to the Manager that the Manager is incapable of performing its duties under this Deed satisfactorily; (iii) the Manager fails to perform its duties under this Deed satisfactorily or the Manager 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; (iv) any law is passed which renders it illegal or, in the opinion of the Trustee and the Manager, impracticable or inadvisable to continue the Trust; (v) either the Trustee is unable to find a person acceptable to the Trustee to act as the new Manager within 30 days after the removal of the Manager or the person nominated by the Trustee shall fail to be approved by an extraordinary resolution at a meeting of the Unitholders; and (vi) the Trustee has decided to retire but within 60 days of the Trustee giving written notice to the Manager of its desire to retire the Manager shall be unable to find a suitable person who is willing to act as trustee.

Notice of the termination of the Trust or a Sub-Fund will be given to the Unitholders after the SFC has approved the notice. The notice will contain the reasons for the termination, the consequences to Unitholders of terminating the Trust or the relevant Sub-Fund and the alternatives available to them, and any other information required by the Code. Any unclaimed proceeds or other monies held by the Trustee in the event of a termination may at the expiration of twelve calendar months from the date upon which the same became payable be paid into court subject to the right of the Trustee to deduct therefrom any expenses it may incur in making such payment.

Investors should note that, due to the nature of the listing of the Listed Class of Units on the SEHK, the termination procedures applicable to Listed Class of Units and Unlisted Class of Units of the same Sub-Fund may differ. In the event of termination of the Trust, a Sub-Fund or a particular Class of Units, Unitholders will be notified of the relevant termination procedures applicable to its holding of the relevant Class of Units.

### **Distribution Policy**

The Manager will adopt a distribution policy for each Sub-Fund as the Manager considers appropriate having regard to the Sub-Fund's net income, fees and costs. For each Sub-Fund this distribution policy (including the currency of such distribution) will be set out in the relevant Appendix. Distributions will always depend on payments on Securities held by the relevant Sub-Fund which will in turn depend on factors beyond the control of the Manager including, general economic conditions, and the financial position and distribution policies of the relevant underlying entities.

Where specified in the relevant Appendix, the Manager may at its discretion make distributions (i) out of capital or (ii) out of gross income while all or part of the fees and expenses of the Sub-Fund are charged to/paid out of the capital of a Sub-Fund or Class, resulting in an increase in distributable income for the payment of distributions by the relevant Sub-Fund or Class and therefore, the relevant Sub-Fund or Class may effectively pay distributions out of the capital. Payment of distributions out of capital or effectively out of capital amounts to a return or withdrawal of part of an investor's original investment or from any capital gains attributable to that original investment. Any distributions involving payment of distributions out of or effectively out of the Sub-Fund's or Class' capital may result in an immediate reduction of the Net Asset Value per Unit.

There can be no assurance that such entities will declare or pay dividends or distributions.

### **Inspection of Documents**

Copies of the following documents in respect of each Sub-Fund are available for inspection free of charge at the offices of the Manager and copies thereof may be obtained from the Manager in the case of (b) free of charge and in the case of (a) at a reasonable fee per set of copy documents:

- (a) Trust Deed; and
- (b) The most recent annual financial statements of the Trust and each Sub-Fund (if any) and the most recent interim financial statements of the Trust and each Sub-Fund (if any).

### **Part XV of the SFO**

Part XV of the SFO sets out the Hong Kong disclosure of interests' regime applicable to Hong Kong listed companies. The regime does not apply to unit trusts that are listed on the SEHK like the Trust. Consequently, Unitholders of Listed Class of Units are not obliged to disclose their interest in the Sub-Fund.

## **Anti-money Laundering Regulations**

As part of the Manager's, the Trustee's, the Registrar's and the Participating Dealer's responsibility for the prevention of money laundering and to comply with all applicable laws to which the Manager, the Trustee, the Registrar, each Sub-Fund or the relevant Participating Dealer is subject, the Manager, the Trustee, the Registrar or the relevant Participating Dealer may require a detailed verification of an investor's identity and the source of payment of any applications for Units at any time as they think appropriate.

Delay or failure to provide with the required documents may result in delay or refusal of application or withholding of redemption proceeds. For the purpose of anti-money laundering and/or counter-terrorist financing, the Manager may compulsorily redeem the Units held by any Unitholder.

The Manager may, to the extent permitted by law, share, for the purposes of combating money laundering and terrorist financing, the information in connection with the Unitholders with its affiliates.

## **Certification for Compliance with FATCA or Other Applicable Laws**

Each Unitholder (i) will be required to, upon demand by the Trustee or the Manager, provide any form, certification or other information reasonably requested by and acceptable to the Trustee or the Manager that is necessary for the Trust or a Sub-Fund (a) to prevent withholding (including, without limitation, any withholding taxes required under FATCA) or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Trust or a Sub-Fund receives payments and/or (b) to satisfy reporting or other obligations under IRS Code and the United States Treasury Regulations promulgated under the IRS Code, or to satisfy any obligations relating to any applicable law, regulation or any agreement with any tax or fiscal authority in any jurisdiction, (ii) will update or replace such form, certification or other information in accordance with its terms or subsequent amendments, and (iii) will otherwise comply with any reporting obligations imposed by the United States, Hong Kong or any other jurisdiction, including reporting obligations that may be imposed by future legislation.

## **Power to Disclose Information to Authorities**

Subject to applicable laws and regulations in Hong Kong, the Manager, the Trustee or any of their authorised person (as permissible under applicable law or regulation) may be required to report or disclose to any government agency, regulatory authority or tax or fiscal authority in any jurisdictions (including but not limited to the IRS and the IRD), certain information in relation to a Unitholder, including but not limited to the Unitholder's name, address, jurisdiction of birth, tax residence, tax identification number (if any), social security number (if any) and certain information relating to the Unitholder's holdings, account balance/value, and income or sale or redemption proceeds, to enable the Sub-Fund to comply with any applicable law or regulation or any agreement with a tax authority (including, but not limited to, any applicable law (including any law, rule and requirement relating to AEOI), regulation or agreement under FATCA).

## **Liquidity Risk Management**

The Manager has established a liquidity management policy which enables it to identify, monitor and manage the liquidity risks of each Sub-Fund and to ensure that the liquidity profile of the investments of the relevant Sub-Fund will facilitate compliance with such Sub-Fund's obligation to meet redemption requests. Such policy, combined with the liquidity management tools of the Manager, also seeks to achieve fair treatment of Unitholders and safeguard the interests of remaining Unitholders in case of sizeable redemptions.

The Manager's liquidity policy takes into account the investment strategy, liquidity profile, and redemption policy for each Sub-Fund. These measures seek to ensure fair treatment and transparency for all investors.

The liquidity management policy involves monitoring the profile of investments held by each Sub-Fund on an on-going basis to ensure that such investments are appropriate to the redemption policy, and will facilitate compliance with each Sub-Fund's obligation to meet redemption requests. Further,

the liquidity management policy includes details on periodic stress testing carried out by the Manager to manage the liquidity risk of each Sub-Fund under normal and exceptional market conditions.

The following tools may be employed by the Manager to manage liquidity risks:

- Limitation on the number of Units for redemption on any Dealing Day;
- Fair market valuation; and
- Dealing suspension (under extreme liquidity constraints)

As a liquidity risk management tool, the Manager may limit the number of Units of a Sub-Fund Units (both Listed Class of Units and Unlisted Class of Units) redeemed on any Dealing Day to Units representing 10% (or such higher percentage as the Manager may determine in respect of the Sub-Fund) of the total Net Asset Value in such a Sub-Fund (both Listed Class of Units and Unlisted Class of Units) then in issue (subject to the conditions under the sections titled “Deferred Redemption”).

Investors may refer to the sub-sections headed “Suspension of Creations and Redemptions” and “Deferred Redemption”, as well as the sections “Determination of Net Asset Value” of this Prospectus for details of the above tools and their impact on investors. Investors should note that there is a risk that such tools may not be effective in managing liquidity and redemption risks at all times.

#### **Index Licence Agreements (applicable in respect of Index Tracking Sub-Funds only)**

Please refer to the relevant Appendix for details in respect of each Index.

#### **Material Changes to an Index (applicable in respect of Index Tracking Sub-Funds only)**

The SFC should be consulted on any events that may affect the acceptability of an Index. Significant events relating to an Index will be notified to the Unitholders of the relevant Sub-Fund as soon as practicable. These may include a change in the methodology/rules for compiling or calculating the Index, or a change in the objective or characteristics of the Index.

#### **Replacement of an Index (applicable in respect of Index Tracking Sub-Funds only)**

The Manager reserves the right, with the prior approval of the SFC and provided that in its opinion the interests of the Unitholders of the relevant Sub-Fund would not be adversely affected, to replace an Index with another index in accordance with the provisions of the Code and the Trust Deed. The circumstances under which any such replacement might occur include but are not limited to the following events:

- (a) the relevant Index ceasing to exist;
- (b) the licence to use the Index being terminated;
- (c) a new index becoming available that supersedes the existing Index;
- (d) a new index becoming available that is regarded as the market standard for investors in the particular market and/or would be regarded as more beneficial to the Unitholders than the existing Index;
- (e) investing in the Securities included in the Index becomes difficult;
- (f) the Index Provider increasing its licence fees to a level considered too high by the Manager;
- (g) the quality (including accuracy and availability of the data) of the Index having in the opinion of the Manager, deteriorated;

- (h) a significant modification of the formula or calculation method of the Index rendering that index unacceptable in the opinion of the Manager;
- (i) the instruments and techniques used for efficient portfolio management not being available; and
- (j) the Manager is of the view that there is a more suitable index for the relevant Sub-Fund.

The Manager may change the name of a Sub-Fund if the relevant Index changes or for any other reasons including if licence to use the Index is terminated. Any change to (i) the use by the relevant Sub-Fund of the Index and/or (ii) the name of the relevant Sub-Fund will be notified to investors.

### **Information Available on the Internet**

The Manager will publish important news and information with respect to each Sub-Fund (including, for Index Tracking Sub-Funds, in respect of the relevant Index), in the English and Chinese languages (unless otherwise specified), on the website of each Sub-Fund (please refer to the relevant Appendix) (the websites have not been reviewed or approved by the SFC) and, where applicable, HKEx's website [www.hkex.com.hk](http://www.hkex.com.hk) including:

- (a) this Prospectus and the product key facts statement in respect of each Sub-Fund (as revised from time to time). Investors should note that where a Sub-Fund offers Unlisted Class of Units to Hong Kong investors, a separate set of product key facts statement will be available for each of the Listed Class of Units and Unlisted Class of Units of the same Sub-Fund;
- (b) the latest annual audited accounts and interim half yearly unaudited report (in English only);
- (c) any notices relating to material changes to any Sub-Fund which may have an impact on its investors such as material alterations or additions to this Prospectus (including each product key facts statement) or any of the constitutive documents of the Trust and/or a Sub-Fund;
- (d) any public announcements made by the Manager in respect of any Sub-Fund, including information with regard to a Sub-Fund and (where applicable) the Sub-Fund's Index, the suspension of creations and redemptions of Units, the suspension of the calculation of its Net Asset Value, changes in its fees (in respect of the Listed Class of Units) and the suspension and resumption of trading in its Units;
- (e) (in respect of the Listed Class of Units) the real-time or near real time indicative Net Asset Value per Unit of each Sub-Fund (updated every 15 seconds throughout each Dealing Day) in the base currency and each trading currency of the Sub-Fund;
- (f) the last Net Asset Value of each Sub-Fund in the base currency of the Sub-Fund and the last Net Asset Value per Unit of each Sub-Fund in the base currency and each trading currency of the Sub-Fund (updated on a daily basis on each Dealing Day);
- (g) the past performance information of each Sub-Fund;
- (h) (in respect of each Index Tracking Sub-Fund) the annual tracking difference and tracking error of each Sub-Fund;
- (i) full portfolio information on a daily basis;
- (j) (in respect of the Listed Class of Units) the latest list of the Participating Dealers and Market Makers; and
- (k) if applicable to a Sub-Fund, the composition of distributions (i.e. the relative amounts paid out of (i) net distributable income, and (ii) capital), if any, for a 12-month rolling period.

The near real time indicative Net Asset Value per Unit referred to above are indicative and for reference only. This is updated every 15 seconds during SEHK trading hours.

For the Nikko AM Global Internet ETF and the NikkoAM Metaverse Theme Active ETF, the near real time indicative Net Asset Value per Unit in HKD is calculated using the near real time indicative Net Asset Value per Unit in USD multiplied by a near real time USD:HKD foreign exchange rate provided by ICE Data Services. Since the indicative Net Asset Value per Unit in USD will not be updated when the underlying share market(s) are closed, the change in the indicative Net Asset Value per Unit in HKD (if any) during such period is solely due to the change in the near real time foreign exchange rate. The last closing Net Asset Value per Unit in HKD is indicative and for reference only and is calculated using the official last closing Net Asset Value per Unit in USD multiplied by an assumed foreign exchange rate (i.e. not a real time exchange rate) being the fixing exchange rate provided by WM Co Reuters for HKD at 4:00 p.m. (London time, which is (i) equivalent to 11:00 p.m. (Hong Kong time) during British Summer Time; and (ii) otherwise equivalent to 12:00 a.m. (Hong Kong time)) as of the same Dealing Day.

Real-time updates about the Index can be obtained through other financial data vendors. It is your own responsibility to obtain additional and the latest updated information about the Index (including without limitation, a description of the way in which the Index is calculated, any change in the composition of the Index, any change in the method for compiling and calculating the Index) via the Manager's website ([www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf)) and the Index Provider's website (<https://www2.sgx.com/indices/products/ifid>) in respect of the Nikko AM Global Internet ETF (neither of which, nor any other website referred to in this Prospectus, has been reviewed by the SFC). Please refer to the section on "Website Information" below for the warning and the disclaimer regarding information contained in such website.

## Notices

All notices and communications to the Manager and Trustee should be made in writing and sent to the following addresses:

### **Manager**

Nikko Asset Management Hong Kong Limited  
24/F Man Yee Building  
60-68 Des Voeux Road Central  
Hong Kong

### **Trustee<sup>^</sup>**

BNP Paribas, acting through its Hong Kong Branch  
21/F PCCW Tower  
Taikoo Place  
979 King's Road  
Quarry Bay  
Hong Kong

<sup>^</sup> This is the correspondence address of the Trustee for receiving all notices and communications to the Trustee. For the registered address of the Trustee, please refer to the Directory of this Prospectus.

## Website Information

The offer of the Units is made solely on the basis of information contained in this Prospectus. All references in this Prospectus to other websites and sources where further information may be obtained are merely intended to assist you to access further information relating to the subject matter indicated and such information does not form part of this Prospectus. Neither the Manager nor the Trustee accepts any responsibility for ensuring that the information contained in such other websites and sources, if available, is accurate, complete and/or up-to-date, and no liability is accepted by the Manager and the Trustee in relation to any person's use of or reliance on the information contained in these other websites and sources save, in respect of the Manager, the Trust's website [www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf) (the contents of which and of other websites referred to in this Prospectus have not been reviewed by the SFC). The information and materials included in these websites have not been reviewed by the SFC or any regulatory body. You should exercise an appropriate degree of caution when assessing the value of such information.

## TAXATION

*The following summary of taxation is of a general nature, for information purposes only, and is not intended to be an exhaustive list of all of the tax considerations that may be relevant to a decision to purchase, own, redeem or otherwise dispose of Units. This summary does not constitute legal or tax advice and does not purport to deal with the tax consequences applicable to all categories of investors. Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, redeeming or disposing of Units both under the laws and practice of Hong Kong and the laws and practice of their respective jurisdictions. The information below is based on the law and practice in force at the date of this Prospectus. The relevant laws, rules and practice relating to tax are subject to change and amendment (and such changes may be made on a retrospective basis). As such, there can be no guarantee that the summary provided below will continue to be applicable after the date of this Prospectus. Furthermore, tax laws can be subject to different interpretations and no assurance can be given that relevant tax authorities will not take a contrary position to the tax treatments described below. Investors should refer to additional summaries of applicable taxation, where appropriate, as set out in the Appendix relevant to a Sub-Fund.*

### **Taxation of the Trust and Sub-Funds**

#### *Hong Kong Profits Tax*

As the Trust and each Sub-Fund have been authorised as a collective investment scheme by the SFC under Section 104 of the SFO, profits of the Trust and each Sub-Fund are exempt from Hong Kong profits tax.

#### *Other Jurisdictions*

Notwithstanding that profits or income of the Trust and each Sub-Fund are exempt from Hong Kong profits tax, the Trust and the Sub-Funds may be subject to tax in certain jurisdictions, such as the United States of America, where investments are made on income and/or capital gains derived from such investments. The Trust or a Sub-Fund may also be indirectly subject to withholding tax on any cash dividends and distributions that the Trust or the Sub-Fund receives from investment in other jurisdictions. As such, any distribution to Unitholders will be net of such taxes, if applicable.

### **Taxation of the Unitholders**

#### *Hong Kong Profits Tax*

Where the Unitholders do not carry on a trade, profession or business in Hong Kong or the Units in a Sub-Fund are held by the Unitholders as capital assets for Hong Kong profits tax purposes, gains arising from the sale or disposal or redemption of the Units in a Sub-Fund should not be taxable. For Unitholders carrying on a trade, profession or business in Hong Kong, such gains may be subject to Hong Kong profits tax if the gains in question arise in or are derived from such trade, profession or business and sourced in Hong Kong and are of a trading nature. Whether an asset is of “trading” or “capital” in nature will depend on the particular circumstances of each of the Unitholders. Unitholders should take advice from their own professional advisers as to their particular tax position.

A two-tiered profits tax regime was enacted on 29 March 2018. It will be applicable to any year of assessment commencing on or after 1 April 2018. Under the two-tiered tax rates, for corporations, the first HK\$2 million of assessable profits of a nominated corporation within the group will be subject to a reduced tax rate at 50% of the standard profits tax rate for corporations (i.e. 8.25%), with certain exceptions, and the remaining profits will be subject to the standard rate of 16.5%. For individuals and unincorporated business, the first HK\$2 million of assessable profits will be subject to a reduced tax rate at 50% of the standard profits tax rate for individuals and unincorporated business (i.e. 7.5%), and the remaining profits will be subject to the standard rate of 15%.

Distributions by the Trust/a Sub-Fund should generally not be subject to Hong Kong profits tax (whether by way of withholding or otherwise) in the hands of the Unitholders according to the practice of the Inland Revenue Department of Hong Kong (as at the date of this Prospectus).

## *Hong Kong Stamp Duty*

Hong Kong stamp duty is payable on the transfer of Hong Kong stock. “Hong Kong stock” is defined as “stock” the transfer of which is required to be registered in Hong Kong. The Units fall within the definition of “Hong Kong stock” in the Stamp Duty Ordinance (Cap.17) of Hong Kong (the “Stamp Duty Ordinance”). Note that no Hong Kong stamp duty is payable by Unitholders in relation to an issue of Units or on the redemption of Units.

Under a remission order issued by the Secretary for the Treasury on 20 October 1999, no Hong Kong stamp duty is payable on transfer of Hong Kong stocks to the Trust / a Sub-Fund (which have been authorised under Section 104 of the SFO), in exchange for issue of Units or transfer of Hong Kong stocks from the Trust / a Sub-Fund in consideration for redemption of Units.

Under the Stamp Duty (Amendment) Ordinance 2015 stamp duty payable in respect of any contract notes or instruments of transfer relating to transactions in the shares or units of an exchange traded fund (as defined in Part 1 to Schedule 8 of the Stamp Duty Ordinance) on the SEHK is not payable. Accordingly transfers of Units in any Sub-Fund (which is an exchange traded fund as defined in Part 1 to Schedule 8 of the Stamp Duty Ordinance) will not attract stamp duty and no stamp duty is payable by Unitholders.

### **Hong Kong requirements regarding tax reporting**

The Inland Revenue (Amendment) (No.3) Ordinance 2016 came into force on 30 June 2016 (together with subsequent ordinances on such subject matter, the “Ordinance”). This is the legislative framework for the implementation in Hong Kong of the Standard for Automatic Exchange of Financial Account Information (“AEOI”). The AEOI requires financial institutions (“FIs”) in Hong Kong to collect certain required information relating to non-Hong Kong tax residents holding financial accounts with the FIs and controlling persons of certain entities holding accounts with FIs, and report the relevant information to the Hong Kong Inland Revenue Department (“IRD”) for the purpose of AEOI exchange. The information of account holders who are tax resident in an AEOI reportable jurisdiction will generally automatically be exchanged with that jurisdiction. The Trust or its agents may adopt the wider approach in collecting residency information of account holders.

The Trust is a collective investment scheme within the definition set out in the SFO that is resident in Hong Kong, and is an FI with obligations to report as a financial institution in accordance with the Ordinance. This means that the Trust or its agents shall collect and provide to the IRD the required information relating to Unitholders.

The Ordinance as implemented by Hong Kong requires the Trust to, amongst other things: (i) register the Trust as a “Reporting Financial Institution” with the IRD; (ii) conduct due diligence on its accounts (i.e. Unitholders) to identify whether any such accounts are considered “Reportable Accounts” under the Ordinance; and (iii) report to the IRD the required information on such Reportable Accounts. The IRD is generally expected on an annual basis to transmit the required information reported to it to the government authorities of the relevant jurisdictions. Broadly, AEOI contemplates that Hong Kong FIs should report on: (i) individuals or entities that are tax resident in a reportable jurisdiction; and (ii) certain entities controlled by individuals who are tax resident in such jurisdictions. Under the Ordinance, details of Unitholders, including but not limited to their name, place of birth, address, tax residence(s), taxpayer identification number(s) (if any), account number, account balance/value, and income or sale or redemption proceeds, may be reported to the IRD and subsequently exchanged with government authorities in the relevant jurisdictions.

By investing in a Sub-Fund and/or continuing to hold Units in a Sub-Fund, Unitholders acknowledge that they are required to enable the Trust to comply with AEOI by providing the required information to the Trust, the Sub-Fund, the Manager, the Trustee and/or the agents of the Trust and/or the Sub-Fund in order to open an account. Moreover, Unitholders acknowledge that they may be required to provide additional information to the Trust, the Manager, the Trustee and/or the Trust’s agents in order for the Trust to comply with the Ordinance. The Unitholder’s information (and information on controlling person including beneficial owners, beneficiaries, direct or indirect shareholders or other persons associated with such Unitholders that are passive non-financial entities), may be transmitted by the IRD to authorities in other jurisdictions. The failure of a Unitholder to provide any requested

information, may result in the Trust, the Manager and/or other agents of the Trust taking any action and/or pursue remedies at their disposal including, without limitation, mandatory redemption or withdrawal of the Unitholder concerned.

Each Unitholder and prospective investor should consult its own tax advisor on the administrative and substantive implications of AEOL on its current or proposed investment in the Sub-Fund(s) and on the Trust and each Sub-Fund.



## **SCHEDULE 1 – PROVISIONS RELATING TO THE OFFER, CREATION, REDEMPTION, LISTING AND TRADING OF THE LISTED CLASS OF UNITS**

*This Schedule 1 contains disclosure relating to the Listed Class of Units only. Unless the context otherwise requires, references to “Units” and “Unitholders” in this Schedule shall be construed to refer to a Listed Class of Units of a Sub-Fund or an Unitholder of such Units. Save for terms defined below, all other terms used in this Schedule shall have the same meanings as assigned to them under the main part of the Prospectus.*

### **THE OFFERING PHASES**

#### **Initial Offer Period**

During the Initial Offer Period, Participating Dealers (acting for themselves or for their clients) may apply for Listed Class of Units (to be available for trading on the Listing Date) by means of Creation Applications on each Dealing Day for themselves and/or their clients in accordance with the Operating Guidelines.

To be dealt with during the Initial Offer Period, the relevant Participating Dealer must submit the Creation Applications to the Manager and the Registrar on a Business Day no later than 3 Business Days prior to the Listing Date unless otherwise stated in the relevant Appendix.

If a Creation Application is received by the Manager and Trustee after the deadline as specified in the relevant Appendix, that Creation Application shall be carried forward and deemed to be received at the opening of business on the Listing Date, which shall be the Dealing Day for the purposes of that Creation Application.

Creation Applications must be made in Application Unit size, which is the number of Units specified in the relevant Appendix. The Issue Price during the Initial Offer Period is set out in the Appendix (where applicable).

Please refer to the section on “Creations and Redemptions (Primary Market)” below for the operational procedures in respect of Creation Applications.

#### **After Listing**

The After Listing phase commences on the Listing Date and continues until the relevant Listed Class of Units is terminated.

You can acquire or dispose the Listed Class of Units in either of the following two ways:

- (a) buy and sell Units on the SEHK; or
- (b) apply for creation and redemption of Units through Participating Dealers.

#### ***Buying and selling of Listed Class of Units on the SEHK***

After Listing, all investors can buy and sell Listed Class of Units in the secondary market in Trading Board Lot Size (as described in the section “Key Information” in the relevant Appendix) or whole multiples thereof like ordinary listed stocks through an intermediary such as a stockbroker or through any of the share dealing services offered by banks or other financial advisers at any time the SEHK is open.

However, please note that transactions in the secondary market on the SEHK will occur at market prices which may vary throughout the day and may differ from Net Asset Value per Unit due to market demand and supply, liquidity and scale of trading spread for the Listed Class of Units in the secondary market. As a result, the market price of the Listed Class of Units in the secondary market may be higher or lower than Net Asset Value per Unit.

Please refer to the section on “Exchange Listing and Trading (Secondary Market)” below for further information in respect of buying and selling of Listed Class of Units on the SEHK.

### *Creations and Redemptions Through Participating Dealers*

Listed Class of Units will continue to be created and redeemed in the primary market at the Issue Price and Redemption Value respectively through Participating Dealers in Application Unit size. Where stated in the relevant Appendix, in-kind creations or in-kind redemptions may be permitted by the Manager. The Application Unit size and currency for settlement are as set out in the relevant Appendix.

To be dealt with on a Dealing Day, the relevant Participating Dealer must submit the Applications to the Manager and the Registrar before the Dealing Deadline on the relevant Dealing Day. If an Application is received on a day which is not a Dealing Day or is received after the relevant Dealing Deadline on a Dealing Day, that Application shall be treated as having been received and accepted at the opening of business on the next following Dealing Day, which shall be the relevant Dealing Day for the purposes of that Application. Participating Dealers are under no obligation to create or redeem generally or for their clients and may charge their clients such fee or fees as such Participating Dealers determine.

Settlement for subscribing Listed Class of Units in cash is due by such time as agreed in the Operating Guidelines on the relevant Dealing Day, unless the Manager agrees with the relevant Participating Dealer to accept later settlement generally or in any particular case.

Settlement for redeeming Listed Class of Units is due by such time as agreed in the Operating Guidelines on the relevant Dealing Day, unless the Manager agrees with the relevant Participating Dealer to accept later settlement generally or in any particular case.

Notwithstanding any Dual-Counter (if applicable) for Listed Class of Units, all settlement is in the base currency of the relevant Sub-Fund only.

After Listing, all Listed Class of Units will be registered in the name of HKSCC Nominees Limited on the register of the relevant Sub-Fund. The register of the relevant Sub-Fund is the evidence of ownership of Units. The beneficial interests in Listed Class of Units of any client of the Participating Dealers shall be established through such client’s account with the relevant Participating Dealer or PD Agent (as the case may be) or with any other CCASS participants if the client is buying from the secondary market.

### **Timetable**

#### *Initial Offer Period*

The Initial Offer Period and the Listing Date of the Listed Class of Units of a new Sub-Fund is set out in the Appendix of the new Sub-Fund.

The purpose of the Initial Offer Period is to enable Participating Dealers to subscribe for Listed Class of Units either on their own account or for their clients, in accordance with the Trust Deed and the Operating Guidelines. During this period, Participating Dealers (acting for themselves or for their clients) may apply for Listed Class of Units to be available for trading on the Listing Date by creation. No redemptions are permitted during the Initial Offer Period.

Upon receipt of a Creation Application from a Participating Dealer (acting for itself or its clients) during the Initial Offer Period, the Manager shall procure the creation of Units for settlement on the Initial Issue Date.

Participating Dealers may have their own application procedures for their respective clients and may set application and payment cut-off times for their respective clients which are earlier than those set out in this Prospectus and which may change from time to time. The Dealing Deadline in respect of Units in a Sub-Fund may also change due to market related events. Investors are therefore advised to consult with the relevant Participating Dealer on its requirements if they want a Participating Dealer

to subscribe for Units on their behalf.

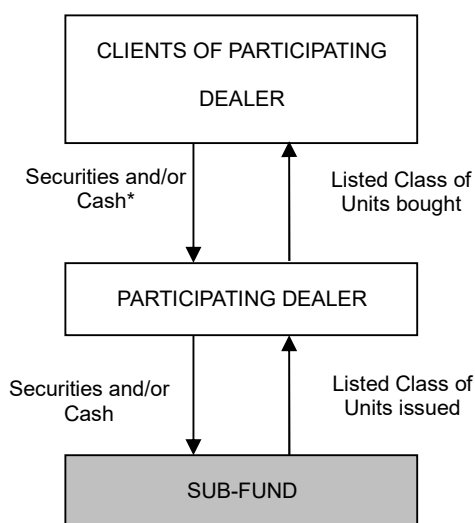
### After Listing

“After Listing” commences on the Listing Date and continues until the relevant Listed Class of Units is terminated. All investors may buy and sell Units in the secondary market on the SEHK and Participating Dealers (for themselves or for their clients) may apply for creation and redemption of Units in the primary market.

### Diagrammatic Illustration of Investment in the Listed Class of Units of a Sub-Fund

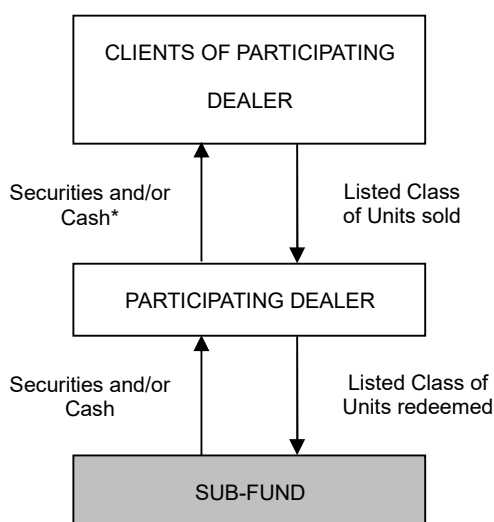
The diagrams below illustrate the issue or redemption and the buying or selling of a Listed Class of Units:

(a) Issue and buying of Listed Class of Units in the primary market – Initial Offer Period and After Listing



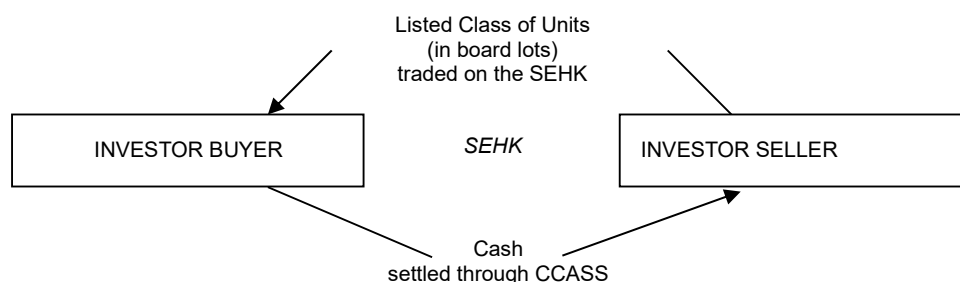
*\* Clients of a Participating Dealer may agree with the Participating Dealer settlement in a different currency to the creation currency.*

(b) Redemption and sale of Listed Class of Units in the primary market – After Listing



*\* Clients of a Participating Dealer may agree with the Participating Dealer settlement in a different currency to the redemption currency.*

(c) Buying or selling of Listed Class of Units in the secondary market on the SEHK – After Listing



**Summary of Offering Methods and Related Fees**

*Initial Offer Period*

<u>Method of Offering*</u>	<u>Minimum Number of Units (or multiple thereof)</u>	<u>Channel</u>	<u>Available to</u>	<u>Consideration, Fees and Charges**</u>
Cash creation	Application Unit size (see relevant Appendix)	Through Participating Dealers	Any person acceptable to the Participating Dealer as its client	Cash Transaction Fee Any fees and charges imposed by the Participating Dealer (payable to the Participating Dealer in the currency determined by or agreed with it) Duties and Charges
In-kind creation	Application Unit size (see relevant Appendix)	Through Participating Dealers	Any person acceptable to the Participating Dealer as its client	Portfolio of Securities Cash component Transaction Fee Any fees and charges imposed by the Participating Dealer (payable to the Participating Dealer in the currency determined by or agreed with it) Duties and Charges

After Listing

<u>Method of Acquisition or Disposal of Units*</u>	<u>Minimum Number of Units (or multiple thereof)</u>	<u>Channel</u>	<u>Available to</u>	<u>Consideration, Fees and Charges**</u>
Purchase and sale in cash through brokers on the SEHK (secondary market)	Board lot size (see relevant Appendix)	On the SEHK	Any investor	Market price of Units on SEHK Brokerage fees and Duties and Charges
Cash creation and redemption	Application Unit size (see relevant Appendix)	Through Participating Dealers	Any person acceptable to the Participating Dealer as its client	Cash Transaction Fee Any fees and charges imposed by the Participating Dealer (payable to the Participating Dealer in the currency determined by or agreed with it) Duties and Charges
In-kind creation and redemption	Application Unit size (see relevant Appendix)	Through Participating Dealers	Any person acceptable to the Participating Dealer as its client	Portfolio of Securities Cash component Transaction Fee Any fees and charges imposed by the Participating Dealer (payable to the Participating Dealer in the currency determined by or agreed with it) Duties and Charges

\* The methods of creation available to the Participating Dealers in respect of each Sub-Fund, whether in-kind or in cash, are specified in the relevant Appendix.

\*\* Please refer to "Fees and Expenses" for further details. The currency for payment of subscription monies is specified in the relevant Appendix.

## CREATIONS AND REDEMPTIONS (PRIMARY MARKET)

### Investment in Listed Class of Units

There are 2 methods of making an investment in the Listed Class of Units of a Sub-Fund and of disposing of Listed Class of Units to realise an investment in a Sub-Fund.

The first method is to create Listed Class of Units at the Issue Price or redeem Listed Class of Units at the Redemption Value directly with the Sub-Fund in the primary market through a Participating

Dealer, being a licensed dealer that has entered into a Participation Agreement in respect of the relevant Sub-Fund. Where a Sub-Fund has a Dual-Counter, although a Participating Dealer may, subject to arrangement with the Manager, elect to CCASS to have Units which it creates deposited in the USD counter or HKD counter, all creation and redemption for all Units must be in the base currency of that Sub-Fund. Because of the size of the capital investment (i.e. Application Unit size) required either to create or redeem Listed Class of Units through the Participating Dealer in the primary market, this method of investment is more suitable for institutional investors and market professionals. Participating Dealers are under no obligations to create or redeem Listed Class of Units for their clients and may impose terms, including charges, for handling creation or redemption orders as they determine appropriate, as described in more detail in this section.

The second method is to buy or to sell Listed Class of Units in the secondary market on the SEHK which is more suitable for retail investors. The secondary market price of Listed Class of Units may trade at a premium or discount to the Net Asset Value of the relevant Sub-Fund.

This section describes the first method of investment and should be read in conjunction with the Participation Agreement and the Trust Deed. The section on “Exchange Listing and Trading (Secondary Market)” below relates to the second method of investment.

### **Creation of Listed Class of Units Through Participating Dealers**

Any application for the creation of Listed Class of Units of a Sub-Fund must only be made through a Participating Dealer in respect of an Application Unit size as set out in the “Key Information” section. Investors cannot acquire Listed Class of Units directly from a Sub-Fund. Only Participating Dealers may submit Creation Applications to the Manager and the Registrar.

Listed Class of Units in each Sub-Fund are continuously offered through a Participating Dealer, who may apply for them on any Dealing Day for its own account or for your account as their client(s), in accordance with the Operating Guidelines, by submitting a Creation Application to the Manager and the Registrar.

In addition, a Participating Dealer reserves the right to reject, acting in good faith, any creation request received from a client under exceptional circumstances, including without limitation the following circumstances:

- (a) any period during which (i) the creation or issue of Listed Class of Units of the relevant Sub-Fund, (ii) the redemption of Listed Class of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;
- (b) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to (i) for an Index Tracking Sub-Fund, any of the Securities and/or Futures Contracts (as the case may be) in the relevant Index or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund;
- (c) where acceptance of the creation request or any Security in connection with such creation request would render the Participating Dealer in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Participating Dealer necessary for compliance with applicable legal and regulatory requirements; or
- (d) circumstances outside the control of the Participating Dealer which make it for all practicable purposes impossible to process the creation request.

### ***Requirements Relating to Creation Requests by Potential Investors***

The methods and currency of creation available to the Participating Dealers in respect of each Sub-Fund, whether in-kind (i.e. the creation of Units in exchange for a transfer of Securities) or in cash or (if permitted by the Manager) both in-kind and in cash, are specified in the relevant Appendix. A

Participating Dealer may in its absolute discretion require a creation request received from its client be effected in a particular method. The Manager nonetheless reserves its right to require a Creation Application be effected in a particular method. Specifically, the Manager has the right to (a) accept cash equal to or in excess of the market value at the Valuation Point for the relevant Dealing Day of such Security in lieu of accepting such Security as constituting part of the Creation Application; or (b) accept cash collateral on such terms as it determines if (i) such Security is likely to be unavailable for delivery or available in insufficient quantity for delivery to the Trustee in connection with the Creation Application; or (ii) the Participating Dealer is restricted by regulation or otherwise from investing or engaging in a transaction in that Security.

A Participating Dealer may impose fees and charges in handling any creation request which would increase the cost of investment. Investors are advised to check with the Participating Dealer as to relevant fees and charges. Although the Manager has a duty to monitor the operations of each Sub-Fund closely, neither the Manager nor the Trustee is empowered to compel a Participating Dealer to disclose its fees agreed with specific clients or other proprietary or confidential information to the Manager or the Trustee or to accept any such creation requests received from clients.

A Participating Dealer may also impose timing deadlines for the submission by its clients of any creation request and require any such clients to complete the relevant client acceptance procedures and requirements (including, where necessary, providing such documentation and certifications as required by the Participating Dealer) in order to ensure that an effective Creation Application in respect of a Sub-Fund can be submitted by it to the Manager and the Registrar. Investors are advised to check with the Participating Dealer as to the relevant timing deadlines and the client acceptance procedures and requirements.

The Application Unit size for a Sub-Fund is the number of Listed Class of Units specified in the relevant Appendix. Creation Applications submitted in respect of Listed Class of Units other than in Application Unit size will not be accepted. The minimum subscription for each Sub-Fund is one Application Unit.

#### *Creation Process*

A Participating Dealer may from time to time submit Creation Applications in respect of Listed Class of Units of a Sub-Fund to the Manager and the Registrar, following receipt of creation requests from clients or where it wishes to create Listed Class of Units of the relevant Sub-Fund for its own account.

If a Creation Application is received on a day which is not a Dealing Day or is received after the relevant Dealing Deadline on a Dealing Day, that Creation Application shall be treated as having been received at the opening of business on the next Dealing Day, which shall be the relevant Dealing Day for the purposes of that Creation Application. The current Dealing Deadline After Listing on the relevant Dealing Day is specified in the relevant Appendix, or such other time as the Manager (with the approval of Trustee) may determine on any day when the trading hours of the SEHK, the Recognised Futures Exchange or the Recognised Stock Exchange are reduced.

Creation monies should be paid in the Class Currency of the relevant Listed Class of Units. Creation monies in cleared funds should be received within 1 Business Day following (i) the relevant Dealing Day on which the Creation Application was received by the Dealing Deadline or (ii) in the case of applications for Listed Class of Units during the Initial Offer Period, the last day of the relevant Initial Offer Period, or such other period as determined by the Manager. Payment details are set out in the relevant Operating Guidelines.

To be effective, a Creation Application must:

- (a) be given by a Participating Dealer in accordance with the Trust Deed, the relevant Participation Agreement and the relevant Operating Guidelines;
- (b) specify the number of Listed Class of Units and the Class of Units (where applicable) which is the subject of the Creation Application; and

- (c) include the certifications required in the Participation Agreement and Operating Guidelines (if any) in respect of creations of Listed Class of Units, together with such certifications and opinions of counsel (if any) as each of the Trustee and the Manager may separately consider necessary to ensure compliance with applicable securities and other laws in relation to the creation of Units which are the subject of the Creation Application.

The Manager shall have the right to reject, acting in good faith, any Creation Application under exceptional circumstances, including without limitation the following circumstances:

- (a) any period during which (i) the creation or issue of Listed Class of Units of the relevant Sub-Fund, (ii) the redemption of Listed Class of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;
- (b) where in the opinion of the Manager, acceptance of the Creation Application would have an adverse effect on the relevant Sub-Fund;
- (c) where, if relevant to a Sub-Fund, in the opinion of the Manager, acceptance of the Creation Application would have a material impact on the relevant market on which (i) for an Index Tracking Sub-Fund, a Security that is a constituent of the Index of the relevant Sub-Fund, or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund, has its primary listing;
- (d) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to (i) for an Index Tracking Sub-Fund, any of the Securities that is a component of the relevant Index, or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund;
- (e) where acceptance of the Creation Application would render the Manager in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Manager necessary for compliance with applicable legal and regulatory requirements;
- (f) circumstances outside the control of the Manager which make it for all practicable purposes impossible to process the Creation Application;
- (g) any period when the business operations of the Manager, the Trustee, or any agent of the Trustee or the Manager, in relation to the creation of Units in the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from epidemic, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God; or
- (h) an Insolvency Event occurs in respect of the relevant Participating Dealer.

In the event of such rejection, the Manager shall notify the relevant Participating Dealer and the Trustee of its decision to reject such Creation Application in accordance with the Operating Guidelines. Where for any reason there is a limit to the number of Listed Class of Units which can be created, priority will be given to Participating Dealers and the relevant Creation Applications as set out in the Operating Guidelines.

The Manager's right to reject a Creation Application is separate and in addition to a Participating Dealer's right to reject, acting in good faith, any creation request received from a client of the Participating Dealer under exceptional circumstances. Notwithstanding a Participating Dealer has accepted creation requests from its clients and in that connection submitted an effective Creation Application, the Manager may exercise its rights to reject such Creation Application in the circumstances described herein.

Where the Manager accepts a Creation Application from a Participating Dealer, it shall instruct the Trustee to effect (i) for the account of the Sub-Fund, the creation of Listed Class of Units in Application



Unit size in exchange for a transfer of cash and/or Securities (at the discretion of the Participating Dealer but subject to the Manager's agreement); and (ii) the issue of Listed Class of Units to the Participating Dealer, both in accordance with the Operating Guidelines and the Trust Deed.

#### *Issue of Listed Class of Units*

Listed Class of Units will be issued at the Issue Price prevailing on the relevant Dealing Day, provided that the Manager may add to such Issue Price such sum (if any) as represents an appropriate provision for Duties and Charges. Please refer to the section on "Issue Price and Redemption Value" for the calculation of the Issue Price.

On receipt of a Creation Application by a Participating Dealer for Listed Class of Units in a Sub-Fund during the relevant Initial Offer Period, the Manager shall procure the creation and issue of Units in that Sub-Fund on the relevant Initial Issue Date.

Units are denominated in the base currency of the relevant Sub-Fund (unless otherwise determined by the Manager) as set out in the relevant Appendix and no fractions of a Unit shall be created or issued by the Trustee.

The creation and issue of Listed Class of Units pursuant to a Creation Application shall be effected on the Dealing Day on which the Creation Application is received (or deemed received) and accepted in accordance with the Operating Guidelines but, for valuation purposes only, Units shall be deemed created and issued after the Valuation Point on the Dealing Day on which the relevant Creation Application was accepted and the register will be updated on the relevant Settlement Day or the Dealing Day immediately following the Settlement Day if the settlement period is extended. If a Creation Application is received on a day which is not a Dealing Day or is received after the relevant Dealing Deadline on a Dealing Day, that Creation Application shall be treated as having been received at the opening of business on the next Dealing Day, which shall be the relevant Dealing Day for the purposes of that Creation Application.

After consultation with the Manager, the Trustee shall be entitled to refuse to enter (or allow to be entered) Units in the register if at any time the Trustee is of the opinion that the provisions as set out in the Trust Deed, the relevant Operating Guidelines or the relevant Participation Agreement, in regard to the issue of Units, are being infringed.

#### *Fees Relating to Creation Applications*

The Service Agent or Conversion Agent (as the case may be), the Registrar and/or the Trustee may charge a Transaction Fee in respect of Creation Applications and may on any day vary the rate of the Transaction Fee they charge (but not as between different Participating Dealers in respect of the same Sub-Fund). The Transaction Fee shall be paid by or on behalf of the Participating Dealer applying for such Units. See the section on "Fees and Expenses" for further details.

In relation to cash creation of Units, the Manager reserves the right to require the Participating Dealer to pay or cause to be paid an additional sum as the Manager in its discretion considers appropriate for the Duties and Charges. The Participating Dealer may pass on to the relevant investor such additional sum.

Any commission, remuneration or other sum payable by the Manager to any agent or other person in respect of the issue or sale of any Listed Class of Units shall not be added to the Issue Price of such Unit and shall not be paid from the assets of any Sub-Fund.

#### **Cancellation of Creation Applications**

A Creation Application once submitted cannot be revoked or withdrawn without the consent of the Manager.

The Trustee, after informing the Manager may cancel a creation order in respect of any Listed Class

of Units deemed created pursuant to a Creation Application if it has not received good title to all Securities and/or cash (including Transaction Fees, Duties and Charges) relating to the Creation Application by the Settlement Day, provided that the Manager may at its discretion, with the approval of the Trustee (a) extend the settlement period (either for the Creation Application as a whole or for a particular Security) such extension to be on such terms and conditions (including as to the payment of an Extension Fee to the Manager or the Trustee or their Connected Persons or otherwise) as the Manager may determine and in accordance with the provisions of the Operating Guidelines; or (b) partially settle the Creation Application to the extent to which Securities and/or cash has been vested in the Trustee, on such terms and conditions the Manager may determine including terms as to any extension of the settlement period for the outstanding Securities or cash.

In addition to the preceding circumstances, the Manager may also cancel any creation order of any Listed Class of Units if it determines by such time as it specifies in the Operating Guidelines that it is unable to invest the cash proceeds of any Creation Application.

Upon the cancellation of any creation order of any Listed Class of Units deemed created pursuant to a Creation Application as provided for above or if a Participating Dealer otherwise withdraws subject to the Manager's consent a Creation Application (other than in certain circumstances contemplated in the Trust Deed such as when the Manager declares a suspension of creations of Units), any Securities or any cash received by or on behalf of the Trustee in connection with a Creation Application shall be redelivered to the Participating Dealer (without interest) as soon as practicable and the relevant Listed Class of Units shall be deemed for all purposes never to have been created and the Participating Dealer shall have no right or claim against the Manager, the Trustee and/or the Service Agent or Conversion Agent (as the case may be) in respect of such cancellation provided that:

- (a) the Trustee may charge the relevant Participating Dealer an application cancellation fee (see the section on "Fees and Expenses" for further details);
- (b) the Manager may at its discretion require the Participating Dealer to pay to the Trustee, for the account of the Sub-Fund, in respect of each Listed Class of Units so cancelled Cancellation Compensation, being the amount (if any) by which the Issue Price of each such Unit exceeds the Redemption Value which would have applied in relation to each such Unit if the Participating Dealer had, on the date on which such Listed Class of Units are cancelled, made a Redemption Application, together with charges, expenses and losses incurred by the Sub-Fund as a result of such cancellation;
- (c) the Transaction Fee in respect of such Creation Application shall remain due and payable (notwithstanding that the Creation Application shall be deemed to never have been made) and once paid shall be retained by and for the benefit of the Trustee, the Registrar and/or the Service Agent or Conversion Agent (as the case may be) (see the section on "Fees and Expenses" for further details); and
- (d) no previous valuations of the Trust Fund shall be re-opened or invalidated as a result of the cancellation of such Listed Class of Units.

### **Redemption of Listed Class of Units Through Participating Dealers**

Any application for the redemption of Listed Class of Units of a Sub-Fund must only be made through a Participating Dealer in respect of an Application Unit size or whole multiples thereof. Investors cannot redeem Listed Class of Units directly from the relevant Sub-Fund. Only Participating Dealers may submit Redemption Applications to the Manager and the Registrar.

A Participating Dealer may redeem Listed Class of Units on any Dealing Day for its own account or for the account of its clients in accordance with the Operating Guidelines, by submitting a Redemption Application to the Manager and the Registrar.

In addition, a Participating Dealer reserves the right to reject, acting in good faith, any redemption request received from a client under exceptional circumstances, including without limitation the following circumstances:

- (a) any period during which (i) the creation or issue of Listed Class of Units of the relevant Sub-Fund, (ii) the redemption of Listed Class of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;
- (b) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to (i) for an Index Tracking Sub-Fund, any of the Securities and/or Futures Contracts (as the case may be) in the relevant Index or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund;
- (c) where acceptance of the redemption request would render the Participating Dealer in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Participating Dealer necessary for compliance with applicable legal and regulatory requirements; or
- (d) circumstances outside the control of the Participating Dealer make it for all practicable purposes impossible to process the redemption request.

#### *Requirements Relating to Redemption Requests by Potential Investors*

The methods and currency of redemption available to the Participating Dealers in respect of each Sub-Fund, whether in-kind (i.e. the redemption of Units in exchange for a transfer of Securities plus any cash amount) or in cash only, are as set out in the relevant Appendix. A Participating Dealer may in its absolute discretion require a redemption request received from its client be effected in a particular method. The Manager nonetheless reserves its right to require a Redemption Application be effected in a particular method. Specifically, the Manager has the right to instruct the Trustee to deliver cash equivalent of any Security in connection with the Redemption Application to the Participating Dealer if (a) such Security is likely to be unavailable for delivery or available in insufficient quantity for delivery in connection with the Redemption Application; or (b) the Participating Dealer is restricted by regulation or otherwise from investing or engaging in a transaction in that Security.

A Participating Dealer may impose fees and charges in handling any redemption request which would increase the cost of investment and/or reduce the redemption proceeds. You are advised to check with the Participating Dealer as to relevant fees and charges. Although the Manager has a duty to monitor the operations of each Sub-Fund closely, neither the Manager nor the Trustee is empowered to compel a Participating Dealer to disclose its fees agreed with specific clients or other proprietary or confidential information to the Manager or the Trustee or to accept any such redemption requests received from clients. In addition, neither the Trustee nor the Manager can ensure effective arbitrage by a Participating Dealer.

A Participating Dealer may also impose timing deadlines for the submission by its clients of any redemption request and require any such clients to complete the relevant client acceptance procedures and requirements (including, where necessary, providing such documentation and certifications as required by the Participating Dealer) in order to ensure that an effective Redemption Application in respect of a Sub-Fund can be submitted by it to the Manager and the Registrar. You are advised to check with the Participating Dealer as to the relevant timing deadlines and the client acceptance procedures and requirements.

#### *Redemption Process*

A Participating Dealer may from time to time submit Redemption Applications in respect of the Listed Class of Units of a Sub-Fund to the Manager and the Registrar, following receipt of redemption requests from clients or where it wishes to redeem Listed Class of Units of the relevant Sub-Fund for its own account.

If a Redemption Application is received and accepted on a day which is not a Dealing Day or is received and accepted after the relevant Dealing Deadline on a Dealing Day, that Redemption Application shall be treated as having been received and accepted at the opening of business on the next following Dealing Day, which shall be the relevant Dealing Day for the purposes of that Redemption Application. The current Dealing Deadline After Listing on the relevant Dealing Day is specified in the relevant Appendix, or such other time as the Manager (with the approval of Trustee) may determine on any day when the trading hours of the SEHK are reduced.

To be effective, a Redemption Application must:

- (a) be given by a Participating Dealer in accordance with the Trust Deed, the relevant Participation Agreement and the relevant Operating Guidelines;
- (b) specify the number of Listed Class of Units and the Class of Units (where applicable) which is the subject of the Redemption Application; and
- (c) include the certifications required in the Participation Agreement and Operating Guidelines (if any) in respect of redemptions of Listed Class of Units, together with such certifications and opinions of counsel (if any) as each of the Trustee and the Manager may separately consider necessary to ensure compliance with applicable securities and other laws in relation to the redemption of Listed Class of Units which are the subject of the Redemption Application.

The Manager shall have the right to reject, acting in good faith, any Redemption Application under exceptional circumstances, including without limitation the following circumstances:

- (a) any period during which (i) the creation or issue of Listed Class of Units of the relevant Sub-Fund, (ii) the redemption of Listed Class of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;
- (b) where in the opinion of the Manager, acceptance of the Redemption Application would have an adverse effect on either the relevant Sub-Fund or on a market on which a security (that is a constituent of the Index of the relevant Sub-Fund) has its primary listing;
- (c) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to (i) for an Index Tracking Sub-Fund, any of the Securities in the relevant Index or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund;
- (d) where acceptance of the Redemption Application would render the Manager in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Manager necessary for compliance with applicable legal and regulatory requirements;
- (e) circumstances outside the control of the Manager make it for all practicable purposes impossible to process the Redemption Application; or
- (f) during any period when the business operations of the Manager, the Trustee, the Registrar, or any agent of the Trustee or the Manager in relation to the redemption of Units in the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from epidemic, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

In the event of such rejection, the Manager shall notify the relevant Participating Dealer and the Trustee of its decision to reject such Redemption Application in accordance with the Operating Guidelines. Where for any reason there is a limit to the number of Units that can be redeemed, priority will be given to Participating Dealers and the relevant Redemption Applications as set out in the Operating Guidelines.

The Manager's right to reject a Redemption Application is separate and in addition to a Participating Dealer's right to reject, acting in good faith, any redemption request received from a client under exceptional circumstances. Notwithstanding a Participating Dealer has accepted redemption requests from clients and in that connection submitted an effective Redemption Application, the Manager may exercise its rights to reject such Redemption Application in the circumstances described herein.

Where the Manager accepts a Redemption Application from a Participating Dealer, it shall (i) effect the redemption and cancellation of the relevant Listed Class of Units; and (ii) require the Trustee to transfer to the Participating Dealer Securities and/or cash in accordance with the Operating Guidelines and the Trust Deed.

The Participating Dealer will then transfer the Securities and/or cash to the relevant client if the Redemption Application was submitted by the Participating Dealer for the account of its client.

#### *Redemption of Listed Class of Units*

Any accepted Redemption Application will be effected on the Settlement Day provided that a Redemption Application duly signed by a Participating Dealer (to the satisfaction of the Manager and the Trustee) has been received and provided further that the Trustee shall have received (unless otherwise provided in the Operating Guidelines) the full amount of any amount payable by the Participating Dealer including the Transaction Fee and any other Duties and Charges have been either deducted or otherwise paid in full.

For valuation purposes only, the Listed Class of Units shall be deemed to have been redeemed and cancelled after the Valuation Point on the Dealing Day on which the Redemption Application was accepted. The name of the Unitholder of such Units shall be removed from the register in respect of those Units redeemed and cancelled on the relevant Settlement Day.

The Redemption Value of Listed Class of Units tendered for redemption and cancellation shall be the Net Asset Value per Unit of a Sub-Fund on the relevant Dealing Day rounded to the nearest 4 decimal places (0.00005 or above being rounded up, and less than 0.00005 being rounded down). The benefit of any rounding adjustments will be retained by the relevant Class. For the purpose of valuation, the relevant Valuation Point shall be the Valuation Point for the Dealing Day on which the Redemption Application is treated as having been received.

Payment of redemption proceeds will normally be made within 3 Business Days of the relevant Dealing Day and may be delayed subject to specific circumstances stipulated in the relevant Operating Guidelines. The interval between the receipt of a properly documented Redemption Application and payment of redemption proceeds may not exceed one calendar month provided that there is no delay in submitting all duly completed redemption documentation and the determination of the Net Asset Value or dealing in Listed Class of Units is not suspended.

The Manager may at its discretion extend the settlement period upon receipt of the extended settlement request by a Participating Dealer in respect of the Redemption Application on such terms and conditions (including as to the payment of any fees to the Manager or Extension Fee to the Trustee or their respective Connected Persons or otherwise) as the Manager may in its discretion determine, in accordance with the Operating Guidelines.

In any event, investors should note that payment of the redemption proceeds to the investors may be delayed if the market(s) in which a substantial portion of investments is made is subject to legal or regulatory requirements, thus rendering the payment of the redemption money within the aforesaid time period not practicable. In such case, the extended time frame for the payment of redemption money shall reflect the additional time needed in light of the specific circumstances in the relevant market(s).

### *Fees Relating to Redemption Applications*

The Service Agent or Conversion Agent (as the case may be), the Registrar and/or the Trustee may charge a Transaction Fee in respect of Redemption Applications and may on any day vary the rate of the Transaction Fee they charge (but not as between different Participating Dealers in respect of the same Sub-Fund). The Transaction Fee shall be paid by or on behalf of the Participating Dealer submitting the Redemption Application(s) (and may be set off and deducted against any amount due to the Participating Dealer in respect of such Redemption Application(s)) for the benefit of the Trustee, the Registrar and/or the Service Agent or Conversion Agent (as the case may be). See the section on "Fees and Expenses" for further details.

In relation to cash redemption of Listed Class of Units, notwithstanding the aforesaid regarding the redemption and cancellation of such Units based on Net Asset Value, the Manager may require the Participating Dealer to pay an additional sum as the Manager in its discretion considers appropriate for the Duties and Charges. The Participating Dealer may pass on to the relevant investor such additional sum.

The Trustee may deduct from the redemption proceeds such sum (if any) as the Manager may consider represents an appropriate provision for the Transaction Fee and/or other Duties and Charges.

### **Cancellation of Redemption Applications**

A Redemption Application once given cannot be revoked or withdrawn without the consent of the Manager.

No Security shall be transferred and/or no cash amount shall be paid in respect of any Redemption Application unless the Listed Class of Units, which are the subject of the Redemption Application, have been delivered to the Trustee free and clear of any Encumbrance for redemption by such time on the Settlement Day or other dealing set forth in the Trust Deed and/or Operational Guidelines as the Trustee and the Manager shall for the time being prescribe for Redemption Applications generally.

In the event that Units, which are the subject of a Redemption Application, are not delivered to the Trustee for redemption in accordance with the foregoing or are not free and clear of any Encumbrance (other than in certain circumstances contemplated in the Trust Deed such as when the Manager declares a suspension of redemptions of Listed Class of Units):

- (a) the Trustee may charge the relevant Participating Dealer an application cancellation fee (see the section on "Fees and Expenses" for further details);
- (b) the Manager may at its discretion require the Participating Dealer to pay to the Trustee, for the account of the relevant Sub-Fund, in respect of each Listed Class of Units so cancelled Cancellation Compensation, being the amount (if any) by which the Redemption Value of each such Unit is less than the Issue Price which would have applied in relation to each such Unit if the Participating Dealer had, on the actual date when the Manager is able to repurchase any replacement Securities made a Creation Application in accordance with the provisions of the Trust Deed plus such other amount as the Manager reasonably determines as representing any charges, expenses and losses incurred by the Sub-Fund as a result of such cancellation;
- (c) the Transaction Fee in respect of such Redemption Application shall remain due and payable (notwithstanding that the Redemption Application shall be deemed to never have been made) and once paid, shall be retained by and for the benefit of the Trustee, the Registrar and/or the Service Agent or Conversion Agent (as the case may be) (see the section on "Fees and Expenses" for further details); and
- (d) no previous valuations of the Trust Fund shall be re-opened or invalidated as a result of an unsuccessful Redemption Application.

## **Compulsory Redemption**

A Unitholder may be required to provide the Manager and/or Trustee with any information or document considered as necessary for the purpose of determining whether any Units are owned directly, indirectly or beneficially by (i) a Prohibited Person or (ii) a U.S. person.

If any time it shall come to the notice of the Manager or the Trustee that Units are owned directly, indirectly or beneficially by any persons mentioned under (i) and (ii) above, the Manager or the Trustee may give notice to such person requiring him to transfer such Units to a person who does not fall within (i) and (ii) above or to request in writing the redemption of such Units in accordance with the provision of the Trust Deed. If any person upon whom such a notice is served does not within thirty calendar days after such notice comply with the instructions of the Manager or the Trustee and establish to the satisfaction of the Manager or the Trustee (whose judgement shall be final and binding) that such Units are not held in contravention of any such restrictions, he shall be deemed upon the expiration of thirty calendar days to have requested in writing the redemption of all such Units pursuant to the provisions of the Trust Deed.

## **Deferred Redemption**

In the event that redemption requests are received for the redemption of Units (both Listed Class of Units and Unlisted Class of Units) representing in aggregate more than 10% (or such higher percentage as the Manager may determine in respect of the Sub-Fund as permitted by the SFC, if required) of the total Net Asset Value in a Sub-Fund then in issue, the Manager may direct the Trustee to reduce the requests rateably and pro rata amongst all Unitholders (of both Listed Class of Units and Unlisted Class of Units) seeking to redeem Units on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to 10% (or such higher percentage as the Manager may determine in respect of a Sub-Fund as permitted by the SFC, if required) of the total Net Asset Value in the relevant Sub-Fund then in issue. Units which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Dealing Day (subject to further deferral if the deferred requests in respect of the relevant Sub-Fund themselves exceed 10% (or such higher percentage as the Manager may determine in respect of that Sub-Fund as permitted by the SFC, if required) of the total Net Asset Value in the relevant Sub-Fund then in issue) in priority to any other Units in the relevant Sub-Fund for which redemption requests have been received. Units will be redeemed at the Redemption Value prevailing on the Dealing Day on which they are redeemed.

## **Suspension of Creations and Redemptions**

The Manager may (in consultation with the Trustee and, in respect of redemptions, where practicable following consultation with the relevant Participating Dealers), suspend the creation or issue of Units of any Sub-Fund, suspend the redemption of Units of any Sub-Fund and/or (subject to all applicable legal or regulatory requirements where payment of redemption proceeds exceeds one calendar month) delay the payment of any monies and transfer of any Securities in respect of any Creation Application and/or Redemption Application in the following circumstances:

- (a) during any period when trading on the SEHK or any other Recognised Stock Exchange or Recognised Futures Exchange is restricted or suspended;
- (b) during any period when a market on which (i) for an Index Tracking Sub-Fund, a Security that is a constituent of the Index of the relevant Sub-Fund, or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund, has its primary listing, or the official clearing and settlement depository (if any) of such market, is closed;
- (c) during any period when dealing on a market on which (i) for an Index Tracking Sub-Fund, a Security that is a constituent of the Index of the relevant Sub-Fund, or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund, has its primary listing is restricted or suspended;

- (d) during any period when, in the opinion of the Manager, settlement or clearing of Securities in the official clearing and settlement depository (if any) of such market is disrupted;
- (e) during the existence of any state of affairs as a result of which delivery or purchase of Securities, as appropriate or disposal of investments for the time being included in the relevant Sub-Fund cannot, in the opinion of the Manager, be effected normally or without prejudicing the interests of Unitholders of the relevant Sub-Fund;
- (f) in respect of an Index Tracking Sub-Fund only, during any period when the relevant Index is not compiled or published;
- (g) during any breakdown in any of the means normally employed in determining the Net Asset Value of the relevant Sub-Fund or the Net Asset Value per Unit of the relevant Class or when for any other reason the value of any Securities or other property for the time being included in the relevant Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;
- (h) during any period when the determination of the Net Asset Value of the relevant Sub-Fund is suspended or if any circumstance specified in the section on "Suspension of Determination of Net Asset Value" below arises; or
- (i) during any period when the business operations of the Manager, the Trustee, or any agent of the Trustee or the Manager in respect of the creation or redemption of Units in the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from epidemic, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

The Manager may, in consultation with the Trustee, suspend the right to subscribe for Units of the relevant Sub-Fund if, or if as a result of the investment of the proceeds of issue of such Units in accordance with its investment objective, the Trust collectively holds or would hold in aggregate more than 10% of the ordinary shares issued by any single entity. In addition, where the Sub-Funds under the Trust hold in aggregate more than the limit of 10% of the ordinary shares issued by any single entity, the Manager will make it a priority objective to take all other necessary steps within a reasonable period to remedy such breach, taking into account the interests of the Unitholders.

The Manager shall notify the SFC and publish a notice of suspension following the suspension, and at least once a month during the suspension, on the Trust's website at [www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf) (the contents of which and of other websites referred to in this Prospectus have not been reviewed by the SFC) or in such other publications as it decides.

The Manager shall consider any Redemption Application or any Creation Application received during the period of suspension (that has not been otherwise withdrawn) as having been received immediately following the termination of the suspension. The period for settlement of any redemption will be extended by a period equal to the length of the period of suspension.

A Participating Dealer may, at any time after a suspension has been declared and before termination of such suspension, withdraw any Creation Application or Redemption Application by notice in writing to the Manager and the Trustee for the Trustee to return to the Participating Dealer any Securities and/or cash received by it in respect of the Creation Application (without interest) as soon as practicable.

A suspension shall remain in force until the earlier of (a) the Manager declaring the suspension is at an end; and (b) the first Dealing Day on which (i) the condition giving rise to the suspension shall have ceased to exist; and (ii) no other condition under which suspension is authorised exists.

### **Evidence of Unitholding**

Listed Class of Units will be deposited, cleared and settled by the CCASS. Units are held in registered entry form only, which means that no Unit certificates are issued. HKSCC Nominees Limited is the registered owner (i.e. the sole holder of record) of all outstanding Listed Class of Units deposited with



the CCASS and is holding such Units for the participants in accordance with the General Rules of CCASS. Furthermore, the Trustee and the Manager acknowledge that pursuant to the General Rules of CCASS neither HKSCC Nominees Limited nor HKSCC has any proprietary interest in the Listed Class of Units. Investors owning Listed Class of Units in CCASS are beneficial owners as shown on the records of the participating brokers or the relevant Participating Dealer(s) or PD Agent(s) (as the case may be) who are participants of CCASS.

### **Restrictions on Unitholders**

The Manager has power to impose such restrictions as it may think necessary for the purpose of ensuring that no Units are acquired or held which would result in such holding being:

- (a) a breach of the law or requirements of any country or governmental authority or any stock exchange on which the Listed Class of Units are listed in circumstances which, in the Manager's opinion, might result in the Trust or the Sub-Fund suffering any adverse effect which the Trust or the Sub-Fund might not otherwise have suffered;
- (b) in the circumstances which, in the Manager's opinion, may result in the Trust or the Sub-Fund incurring any tax or withholding liability or suffering any other potential; or actual pecuniary disadvantage or might result in the Trust or the Sub-Fund, the Trustee, the Manager or the Unitholders being subject to any additional regulatory compliance which the Trust or the Sub-Fund, the Trustee, the Manager or the Unitholders might not otherwise have incurred or suffered; or
- (c) a breach of, or deemed by the Manager, the Trustee or the Registrar to be a breach of, any applicable anti-money laundering or identification verification or national status or residency requirements imposed on a Unitholder.

Upon notice that any Units are so held, the Manager may require such Unitholders to redeem or transfer such Units in accordance with the provisions of the Trust Deed. A person who becomes aware that he is holding or owning Units in breach of any of the above restrictions is required either to redeem his Units in accordance with the Trust Deed or to transfer his Units to a person whose holding would be permissible under this Prospectus and the Trust Deed in a manner that would result in such Unitholder no longer being in breach of the restrictions above.

### **Transfer of Listed Class of Units**

The Trust Deed provides that a Unitholder may transfer Units with the consent of the Manager subject to the provisions of the Trust Deed. As all Listed Class of Units will be held in CCASS, an investor is entitled to transfer such Listed Class of Units held by him by using the standard transfer form issued by SEHK or by an instrument in writing in such other form (and if the transferor or the transferee is a clearing house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution) as the Trustee may from time to time approve. A transferor will be deemed to remain the Unitholder of the Units transferred until the name of the transferee is entered in the register of Unitholders in respect of the Units being transferred. Each instrument of transfer must relate to a single Sub-Fund only. If and to the extent that all Listed Class of Units are deposited, cleared and settled in CCASS, HKSCC Nominees Limited will be the sole Unitholder of Listed Class of Units, holding such Units for the persons admitted by HKSCC as a participant of CCASS and to whose account any such Units are for the time being allocated in accordance with the General Rules of CCASS.

## **EXCHANGE LISTING AND TRADING (SECONDARY MARKET)**

### *General*

The purpose of the listing of the Listed Class of Units on the SEHK is to enable investors to buy and sell Listed Class of Units on the secondary market, normally via a broker or dealer in smaller quantities than would be possible if they were to subscribe and/or redeem Listed Class of Units in the primary

market.

The market price of a Listed Class of Units listed or traded on the SEHK may not reflect the Net Asset Value per Unit. Any transactions in the Listed Class of Units on the SEHK will be subject to the customary brokerage commissions and/or transfer taxes associated with the trading and settlement through the SEHK. There can be no guarantee that once the Units are listed on the SEHK they will remain listed.

The Manager will use its best endeavours to put in place arrangements so that at least one Market Maker will maintain a market for the Listed Class of Units of each Sub-Fund. Where a Dual-Counter has been adopted in respect of a Sub-Fund the Manager will use its best endeavours to put in place arrangements so that there is at least one Market Maker for each available counter although these Market Makers may be the same entity. Broadly, the obligations of a Market Maker will include quoting bid and offer prices on the SEHK with the intention of providing liquidity. Given the nature of the Market Maker's role, the Manager may make available to a Market Maker, the portfolio composition information made available to a Participating Dealer.

Listed Class of Units may be purchased from and sold through the Market Makers. However, there is no guarantee or assurance as to the price at which a market will be made. In maintaining a market for Listed Class of Units, the Market Makers may make or lose money based on the differences between the prices at which they buy and sell Listed Class of Units, which is to a certain extent dependent on the difference between the purchase and sale prices of the underlying Securities included in the Index. Market Makers may retain any profits made by them for their own benefit and they are not liable to account to the relevant Sub-Fund in respect of their profits.

If you wish to buy or sell Listed Class of Units on the secondary market, you should contact your brokers.

If trading of the Listed Class of Units on the SEHK is suspended or trading generally on the SEHK is suspended, then there will be no secondary market dealing for the Listed Class of Units.

Listed Class of Units are neither listed nor dealt on any other stock exchange and no application for such listing or permission to deal is being sought as at the date of this Prospectus. Application may be made in the future for a listing of Units of any Sub-Fund on one or more other stock exchanges.

Participating Dealers should note that they will not be able to sell or otherwise deal in the Listed Class of Units on the SEHK until dealings begin on the SEHK.

Please also refer to the sub-sections on "General" and "Dual-Counter" (where applicable) in the relevant Appendix of the Sub-Fund for additional disclosures on secondary market trading.

## **ISSUE PRICE AND REDEMPTION VALUE**

The Issue Price which is the subject of a Creation Application during the Initial Offer Period of a Sub-Fund will be a fixed amount per Unit, or (for an Index Tracking Sub-Fund only) a percentage of the closing level of the relevant Index (expressed in the base currency of the relevant Sub-Fund) as at the last day of the Initial Offer Period, rounded to the nearest 4 decimal places (0.00005 or above being rounded up, and less than 0.00005 being rounded down), or such other amount from time to time determined by the Manager and approved by the Trustee. The Issue Price during the Initial Offer Period of each Sub-Fund will be set out in the relevant Appendix.

After the expiry of the Initial Offer Period, the Issue Price of Listed Class of Units created and issued by a Creation Application, will be the prevailing Net Asset Value of the relevant Sub-Fund attributable to the Listed Class of Units as at the relevant Valuation Point divided by the total number of Listed Class of Units in issue rounded to the nearest 4 decimal places (0.00005 or above being rounded up, and less than 0.00005 being rounded down).

The Redemption Value on a Dealing Day shall be the prevailing Net Asset Value of the relevant Sub-Fund attributable to the Listed Class of Units as at the relevant Valuation Point divided by the total

number of Listed Class of Units in issue rounded to the nearest 4 decimal places (0.00005 or above being rounded up, and less than 0.00005 being rounded down).

The benefit of any rounding adjustments will be retained by the relevant Class of Units.

The latest Net Asset Value of the Units is available at the website of each Sub-Fund (Please refer to relevant Appendix; the contents of which and of other websites referred to in this Prospectus have not been reviewed by the SFC) or published in such other publications as the Manager decides.

Neither the Issue Price nor the Redemption Value takes into account Duties and Charges, Transaction Fees or fees payable by a Participating Dealer.

## **SCHEDULE 2 – PROVISIONS RELATING TO THE OFFER, SUBSCRIPTION, CONVERSION AND REDEMPTION OF THE UNLISTED CLASS OF UNITS**

*This Schedule 2 contains disclosure relating to the Unlisted Class of Units only. Unless the context otherwise requires, references to “Units” and “Unitholders” in this Schedule shall be construed to refer to an Unlisted Class of Units of a Sub-Fund or an Unitholder of such Units. Save for terms defined below, all other terms used in this Schedule shall have the same meanings as assigned to them under the main part of the Prospectus.*

### **SUBSCRIPTION OF UNLISTED CLASS OF UNITS**

#### **Initial Issue of Unlisted Class of Units**

During an Initial Offer Period, Unlisted Class of Units in a Sub-Fund will be offered to investors at an initial Subscription Price of a fixed price per Unit determined by the Manager in its absolute discretion as specified in the relevant Appendix.

If specified in the relevant Appendix, in the event that the total amount received by the Trustee from the subscription of the Unlisted Class of Units reaches a maximum amount for aggregate subscriptions (as specified in the relevant Appendix) at any time during an Initial Offer Period, the Manager is entitled (but not obliged) to close the relevant Class of Units to further subscriptions before the end of the relevant Initial Offer Period.

If specified in the relevant Appendix, the Manager may decide not to issue any Unlisted Class of Units in the event that less than a minimum amount for aggregate subscriptions (as specified in the relevant Appendix) is raised during the relevant Initial Offer Period or if the Manager is of the opinion that it is not commercially viable to proceed. In such event subscription monies paid by an applicant will be returned by cheque by post or by telegraphic transfer or such other means as the Manager and the Trustee consider appropriate at the applicant’s risk (without interest and net of expenses) promptly after the expiry of the Initial Offer Period.

Unlisted Class of Units will be issued immediately following the close of the Initial Offer Period or such other Business Day as the Manager may determine. Dealing of the Unlisted Class of Units will commence on the Dealing Day immediately following the closure of the relevant Initial Offer Period.

#### **Subsequent Issue of Unlisted Class of Units**

Following the close of the relevant Initial Offer Period, Unlisted Class of Units will be available for issue on each Dealing Day at the relevant Subscription Price.

The Subscription Price on any Dealing Day will be the price per Unlisted Class of Units ascertained by dividing the Net Asset Value of the relevant Class of the Sub-Fund as at the Valuation Point in respect of the relevant Dealing Day by the number of Units of such class of that Sub-Fund then in issue and rounded to 4 decimal places (0.00005 or above being rounded up, and less than 0.00005 being rounded down) or in such manner and to such other number of decimal places as may from time to time be determined by the Manager. Any rounding adjustment will be retained by the relevant Class. The Subscription Price will be calculated and quoted in the relevant Class Currency of the relevant Sub-Fund.

The Manager is entitled to impose a subscription fee on the subscription monies for the application for the issue of Unlisted Class of Units. The Manager may, either generally or in any particular case, differentiate as to the amount of the subscription fee to be levied in respect of different Sub-Funds or classes of Units, differentiate between applicants as to the amount of the subscription fee to be levied and/or allow to persons a discount to the subscription fee on such basis or on such scale as the Manager may think fit. For the avoidance of doubt, the Manager will charge the same rate of subscription fee for all applicants in the same Unlisted Class of Units. The Manager may retain the benefit of such subscription fee or may pay all or part of the subscription fee (and any other fees received) to recognised intermediaries or such other persons as the Manager may at its absolute discretion determine. Details of the subscription fee are set out in the section headed “Fees and

Expenses” in the Prospectus.

The Manager may require an applicant to pay, in addition to the Subscription Price of the subscription proceeds and any subscription fee, a further amount which it reasonably considers to represent an appropriate allowance for (a) estimated bid/offer spread of the investments of the relevant Sub-Fund, (b) extraordinary transactional fees or expenses, including stamp duty, other taxes, brokerage, bank charges, transfer fees or registration fees, or (c) other charges which are customarily incurred in investing a sum equal to the application monies and issuing the relevant Units or of delivery or issue of certificates in respect thereof or the remittance of money to the Trustee (the “Subscription Adjustment Allowance”). Any such Subscription Adjustment Allowance will be paid to the Trustee and will form part of the assets of the relevant Class of Units.

### **Application Procedure**

To subscribe for Unlisted Class of Units, an applicant should complete a subscription application form (a “Subscription Form”) and return the original Subscription Form, together with the required supporting documents, to the Registrar by post, facsimile or other electronic means from time to time determined by the Manager or the Trustee. The original application form is not required to be submitted unless otherwise required by the Manager or the Trustee. Applicants who choose to send an application form by fax or other electronic means bear the risk of the form not being received by the Trustee. Applicants should therefore, for their own benefit, confirm with the Trustee safe receipt of an application form. Neither the Manager nor the Trustee (nor any of their respective officers, employees, agents or delegates) will be responsible to an applicant for any loss resulting from non-receipt or illegibility of any application form sent by fax or other electronic means or for any loss caused in respect of any action taken as a consequence of such application believed in good faith to have originated from properly authorised persons.

Applications for Unlisted Class of Units during the relevant Initial Offer Period must be received by the Registrar no later than 12:30 pm (Hong Kong time) on the last day of the relevant Initial Offer Period. After the Initial Offer Period, applications must be received by the Registrar by the relevant Dealing Deadline. Application requests submitted after the applicable Dealing Deadline in respect of any Dealing Day will be dealt with on the next Dealing Day.

Each applicant whose application is accepted will be sent a contract note confirming details of the purchase of Unlisted Class of Units but no certificates will be issued.

Applicants may apply for Unlisted Class of Units through a distributor appointed by the Manager. Distributors may have different dealing procedures, including earlier cut-off times for receipt of applications and/or cleared funds. Applicants who intend to apply for Unlisted Class of Units through a distributor should therefore consult the distributor for details of the relevant dealing procedures.

Where an applicant applies for Unlisted Class of Units through a distributor, the Manager and the Trustee will treat the distributor (or its nominee) as the applicant. The distributor (or its nominee) will be registered as Unitholder of the relevant Unlisted Class of Units. The Manager and the Trustee will treat the distributor (or its nominee) as the Unitholder and shall not be responsible for any arrangements between the relevant applicant and the distributor regarding the subscription, holding and redemption of Unlisted Class of Units and any related matters, as well as any costs or losses that may arise therefrom. The Manager will, however, take all reasonable care in the selection and appointment of distributors.

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

The Manager may, at its discretion, reject in whole or in part any application for Unlisted Class of Units. In the event that an application is rejected, application monies will be returned without interest and net of expenses by cheque through the post or by telegraphic transfer or by such other means as the Trustee considers appropriate at the risk of the applicant.

No applications for Unlisted Class of Units will be dealt with during any periods in which the

determination of the Net Asset Value of the relevant Sub-Fund is suspended (for details see "Suspension of Determination of Net Asset Value" in the main Prospectus).

### **Payment Procedure**

Subscription monies should be paid in the Class Currency of the relevant class of Unlisted Class of Units. Subscription monies in cleared funds should be received within 3 Business Days following (i) the relevant Dealing Day on which an application was received by the Dealing Deadline or (ii) in the case of applications for Unlisted Class of Units during the Initial Offer Period, the last day of the relevant Initial Offer Period, or such other period as determined by the Manager. Payment details are set out in the Subscription Form.

Subscription monies paid by any person other than the applicant will not be accepted.

The Manager may exercise its discretion to accept late payment of subscription monies, provisionally allot Unlisted Class of Units by reference to the Net Asset Value of the relevant class of Units in the relevant Sub-Fund and charge interest on such overdue monies until payment is received in full, at such rate as the Manager thinks appropriate. However, if payment of subscription monies in cleared funds are not made within such period as determined by the Manager, the application may, at the discretion of the Manager, be considered void and cancelled. Upon such cancellation, the relevant Unlisted Class of Units shall be deemed never to have been issued and the applicant shall have no right to claim against the Manager or the Registrar and any loss will be borne by the applicant, provided that: (i) no previous valuations of the relevant Sub-Fund shall be re-opened or invalidated as a result of the cancellation of such Units; (ii) the Manager may require the applicant to pay, for the account of the relevant Sub-Fund, in respect of each such Unit cancelled, the amount (if any) by which the Subscription Price on the relevant Dealing Day exceeds the applicable Redemption Price on the date of cancellation; and (iii) the Trustee shall be entitled to charge the applicant a cancellation fee for the administrative costs involved in processing the application and subsequent cancellation.

Payment in other freely convertible currencies may be accepted. Where amounts are received in a currency other than the relevant Class Currency, they will be converted into the relevant Class Currency and the proceeds of conversion (after deducting the costs of such conversions) will be applied in the subscription of Unlisted Class of Units in the relevant class of the relevant Sub-Fund. Conversion of currencies may involve delay. Bank charges (if any) incurred in converting the subscription monies shall be borne by the relevant applicant and accordingly will be deducted from the subscription proceeds.

### **General**

All holdings of Unlisted Class of Units will be in registered form and certificates will not be issued. Evidence of title of Unlisted Class of Units will be the entry on the register of Unitholders in respect of each Sub-Fund. Unitholders should therefore be aware of the importance of ensuring that the Registrar is informed of any change to the registered details. Fractions of a Unit may be issued rounded down to the nearest 4 decimal places. Subscription monies representing smaller fractions of a Unit will be retained by the relevant Sub-Fund. A maximum of 4 persons may be registered as joint Unitholders.

## **REDEMPTION OF UNLISTED CLASS OF UNITS**

### **Redemption Procedure**

Unitholders of Unlisted Class of Units who wish to redeem their Units in a Sub-Fund may do so on any Dealing Day by submitting a redemption request to the Registrar.

Any redemption request must be received by the Registrar before the Dealing Deadline. Investors redeeming Unlisted Class of Units through a distributor (or its nominee) should submit their redemption requests to the distributor (or its nominee) in such manner as directed by the distributor (or its nominee). Distributors (or their nominees) may have different dealing procedures, including earlier cut-off times for receipt of redemption requests. Where an investor holds its investment in Unlisted Class of Units through a distributor (or its nominee), the investor wishing to redeem such

Units must ensure that the distributor (or its nominee), as the registered Unitholder, submits the relevant redemption request by the Dealing Deadline. Redemption requests submitted after the applicable Dealing Deadline in respect of any Dealing Day will be dealt with on the next Dealing Day.

A redemption request may be sent by post, facsimile or other electronic means from time to time determined by the Manager or the Trustee. The redemption request must specify: (i) the name of the Sub-Fund, (ii) the relevant Class and the value or number of Unlisted Class of Units to be redeemed, (iii) the name(s) of the registered Unitholder(s) and (iv) payment instructions for the redemption proceeds.

Unless otherwise requested by the Manager or the Trustee, the original of any redemption request is not required to be submitted. A Unitholder who chooses to send an application form by fax or other electronic means bears the risk of the form not being received by the Trustee. Unitholders should therefore, for their own benefit, confirm with the Trustee safe receipt of a redemption request. Neither the Manager nor the Trustee (nor any of their respective officers, employees, agents or delegates) will be responsible to a Unitholder for any loss resulting from non-receipt or illegibility of any redemption request sent by fax or other electronic means or for any loss caused in respect of any action taken as a consequence of such request believed in good faith to have originated from properly authorised persons.

Partial redemption of a holding of Unlisted Class of Units in a Sub-Fund by a Unitholder may be effected, provided that such redemption will not result in the Unitholder holding Unlisted Class of Units in a class less than the minimum holding for that Class specified in the relevant Appendix. In the event that, for whatever reason, a Unitholder's holding of Unlisted Class of Units in a class is less than such minimum holding for that class, the Manager may give notice requiring such Unitholder to submit a redemption request in respect of all the Unlisted Class of Units of that class held by that Unitholder or deem such request to have been made in respect of all Units of the relevant Class held by the Unitholder. A request for a partial redemption of Unlisted Class of Units with an aggregate value of less than the minimum amount for each class of Units specified in the relevant Appendix (if any) will not be accepted.

All redemption requests must be signed by the Unitholder or, in the case of joint Unitholders, such one or more joint Unitholders who have been authorised to sign such requests on behalf of the other joint Unitholders (where such authorisation has been notified in writing to the Registrar) or, in the absence of such notification, by all joint Unitholders.

### **Payment of Redemption Proceeds**

The Redemption Price on any Dealing Day will be the price per Unlisted Class of Units ascertained by dividing the Net Asset Value of the relevant Class of the relevant Sub-Fund as at the Valuation Point in respect of the relevant Dealing Day by the number of Units of such Class then in issue and rounded to 4 decimal places (0.00005 or above being rounded up, and less than 0.00005 being rounded down) or in such manner and to such other number of decimal places as may from time to time be determined by the Manager. Any rounding adjustment will be retained by the relevant Class. The Redemption Price will be calculated and quoted in the relevant Class Currency of the relevant Sub-Fund.

In determining the Redemption Price, the Manager is entitled to deduct an amount which it considers represents an appropriate allowance for (a) estimated bid/offer spread of the investments of the relevant Sub-Fund, (b) extraordinary transactional fees or expenses, including stamp duty, other taxes, brokerage, bank charges, transfer fees or registration fees, or (c) other charges which are customarily incurred in selling the Securities constituting the Trust Fund of the relevant Sub-Fund or the remittance of money to the Trustee (the "Redemption Adjustment Allowance"). Any such Redemption Adjustment Allowance will be retained by the Trustee on behalf of the relevant Sub-Fund and will form part of the Trust Fund of the relevant Sub-Fund or the relevant Class of Units.

The Manager may at its option impose a redemption fee in respect of the Unlisted Class of Units to be redeemed as described in the section headed "Fees and Expenses" in the main Prospectus. The Manager may on any day in its sole and absolute discretion differentiate between Unitholders as to the amount of the redemption fee to be imposed (within the permitted limit provided in the Trust Deed)

on each Unitholder.

The amount due to a Unitholder on the redemption of a Unit of an Unlisted Class will be the Redemption Price, less any redemption fee. The redemption fee will be retained by the Manager.

Unitholders should note that redemption proceeds will not be paid to any Unitholder until (a) the duly signed original written redemption request (if such original is required by the Registrar) and all other supporting documents, if any are required, have been received by the Registrar; (b) the signature of the Unitholder (or each joint Unitholder) has been verified to the satisfaction of the Registrar; and (c) any such other procedures as the Registrar may reasonably require have been completed.

Subject as mentioned above, and save as otherwise agreed by the Manager, and so long as relevant account details have been provided, redemption proceeds will normally be paid at the risk and expense of the redeeming Unitholder in the Class Currency of the relevant Sub-Fund by telegraphic transfer to the Unitholder's pre-designated bank account as specified in the redemption request, within 7 Business Days after the relevant Dealing Day and in any event within one calendar month of the relevant Dealing Day or (if later) receipt of a properly documented redemption request, unless the markets in which a substantial portion of the relevant Sub-Fund's investments is made is subject to legal or regulatory requirements (such as foreign currency controls) thus rendering the payment of redemption proceeds within the aforesaid time period not practicable, but in such a case the details of such legal or regulatory requirements will be set out in the relevant Appendix and the extended time frame for payment should reflect the additional time needed in light of the specific circumstances in the relevant markets. Any bank and other administrative charges associated with the payment of such redemption proceeds as well as the costs incurred in currency conversion, if any, will be borne by the redeeming Unitholder and deducted from the redemption proceeds. With the prior consent of the Manager, arrangements can be made for redemption proceeds to be paid in any major currency other than the Class Currency of the relevant class of Unlisted Class of Units of the relevant Sub-Fund being redeemed. Payment will only be made to a bank account in the name of the Unitholder. No third party payments will be made.

The Trust Deed provides that redemptions may be, in whole or in part, made in specie at the discretion of the Manager. However, the Manager does not intend to exercise this discretion in respect of any Sub-Fund unless otherwise specified in the relevant Appendix. In any event, redemptions may only be made in specie, in whole or in part, with the consent of the Unitholder requesting the redemption.

### **Compulsory Redemption**

A Unitholder may be required to provide the Manager and/or Trustee with any information or document considered as necessary for the purpose of determining whether any Units are owned directly, indirectly or beneficially by (i) a Prohibited Person or (ii) a U.S. person.

If any time it shall come to the notice of the Manager or the Trustee that Units are owned directly, indirectly or beneficially by any persons mentioned under (i) and (ii) above, the Manager or the Trustee may give notice to such person requiring him to transfer such Units to a person who does not fall within (i) and (ii) above or to request in writing the redemption of such Units in accordance with the provision of the Trust Deed. If any person upon whom such a notice is served does not within thirty calendar days after such notice comply with the instructions of the Manager or the Trustee and establish to the satisfaction of the Manager or the Trustee (whose judgement shall be final and binding) that such Units are not held in contravention of any such restrictions, he shall be deemed upon the expiration of thirty calendar days to have requested in writing the redemption of all such Units pursuant to the provisions of the Trust Deed.

### **Deferred Redemption**

In the event that redemption requests are received for the redemption of Units (both Listed Class of Units and Unlisted Class of Units), whether by sale to the Manager or by cancellation by the Trustee, representing in aggregate more than 10 per cent. (or such higher percentage as the Manager may determine in respect of the Sub-Fund) of the total Net Asset Value in a Sub-Fund then in issue, the Manager may direct the Trustee to reduce the requests rateably and pro rata amongst all Unitholders



(in respect of both Listed Class of Units and Unlisted Class of Units) seeking to redeem Units on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to 10 per cent. (or such higher percentage as the Manager may determine in respect of the Sub-Fund) of the total Net Asset Value in the relevant Sub-Fund then in issue. Units which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Dealing Day (subject to further deferral if the deferred requests in respect of the relevant Sub-Fund themselves exceed 10 per cent. (or such higher percentage as the Manager may determine in respect of that Sub-Fund) of the total Net Asset Value in such Sub-Fund then in issue) in priority to any other Units in that Sub-Fund for which redemption requests have been received. Units will be redeemed at the Redemption Price prevailing on the Dealing Day on which they are redeemed. If requests for redemption are so carried forward, the Manager will promptly inform the Unitholders concerned.

### **Suspension of Redemptions**

The Manager may suspend the redemption of Unlisted Class of Units of any Sub-Fund, or delay the payment of redemption proceeds in respect of any redemption request received, during any period in which the determination of the Net Asset Value of the relevant Sub-Fund is suspended (for details please see the section headed "Suspension of determination of Net Asset Value" in the main Prospectus).

The Manager shall also have the right to reject, acting in good faith, any redemption application under exceptional circumstances, including without limitation the following circumstances:

- (a) any period during which (i) the subscription or issue of Unlisted Class of Units of the relevant Sub-Fund, (ii) the redemption of Unlisted Class of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;
- (b) where in the opinion of the Manager, acceptance of the redemption application would have an adverse effect on the relevant Sub-Fund;
- (c) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to (i) for an Index Tracking Sub-Fund, any of the Securities in the relevant Index or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund;
- (d) where acceptance of the redemption application would render the Manager in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Manager and/or any of its Connected Persons necessary for compliance with applicable legal and regulatory requirements; or
- (e) circumstances outside the control of the Manager make it for all practicable purposes impossible to process the redemption application.

In the event of such rejection, the Manager shall notify the Trustee of its decision to reject such redemption application.

### **Restrictions on Unitholders**

The Manager has power to impose such restrictions as it may think necessary for the purpose of ensuring that no Units are acquired or held which would result in such holding being:

- (a) a breach of the law or requirements of any country or governmental authority in circumstances which, in the Manager's opinion, might result in the Trust or the Sub-Fund suffering any adverse effect which the Trust or the Sub-Fund might not otherwise have suffered; or
- (b) in the circumstances which, in the Manager's opinion, may result in the Trust or the Sub-Fund incurring any tax liability or suffering any other pecuniary disadvantage which the Trust or the Sub-Fund might not otherwise have incurred or suffered.

Upon notice that any Units are so held, the Manager may require such Unitholders to redeem or transfer such Units in accordance with the provisions of the Trust Deed. A person who becomes aware that he is holding or owning Units in breach of any of the above restrictions is required either to redeem his Units in accordance with the Trust Deed or to transfer his Units to a person whose holding would be permissible under this Prospectus and the Trust Deed in a manner that would result in such Unitholder no longer being in breach of the restrictions above.

### **Transfer of Unlisted Class of Units**

The Trust Deed provides that a Unitholder may transfer Units with the consent of the Manager subject to the provisions of the Trust Deed. An investor is entitled to transfer such Units held by him by an instrument in writing in such form as the Trustee may from time to time approve. A transferor will be deemed to remain the Unitholder of the Units transferred until the name of the transferee is entered in the register of Unitholders in respect of the Units being transferred. Each instrument of transfer must relate to a single Sub-Fund only.

### **General**

Fractions of a Unit may be redeemed rounded up to the nearest 4 decimal places. Redemption monies representing smaller fractions of a Unit will be retained by the relevant Sub-Fund.

### **SWITCHING OF UNLISTED CLASS OF UNITS**

The Manager may from time to time permit Unitholders to switch some or all of their Unlisted Class of Units of any Sub-Fund (the "Existing Sub-Fund") into unlisted shares, units or interests in other collective investment schemes managed by the Manager or its Connected Persons and which has been authorised by the SFC (the "New Fund"). Switching to such other collective investment schemes will be by way of redeeming the Unlisted Class of Units held by the relevant Unitholders in accordance with the redemption procedures set out in the section headed "Redemption of Unlisted Class of Units" above and by re-investing the redemption proceeds thereof in such other collective investment schemes in accordance with the provisions of the relevant offering documents for such other collective investment schemes. A request for the switching of part of a holding of Unlisted Class of Units will not be effected if, as a result, the Unitholder would hold less than the minimum holding specified for the New Fund (if any) and/or the Existing Sub-Fund.

Under the Trust Deed, the Manager is entitled to impose a switching fee on the switching of Units of up to 5 per cent. of the redemption proceeds payable in respect of the Unlisted Class of Units of the Existing Sub-Fund being switched. The switching fee will be deducted from the amount reinvested in the New Fund and will be paid to the Manager.

Where a request for switching is received by the Trustee prior to the Dealing Deadline in respect of a Dealing Day, switching will be effected as follows:

- (a) redemption of the Unlisted Class of Units of the Existing Sub-Fund will be dealt with by reference to the Redemption Price on that Dealing Day (the "Switching Redemption Day") subject to paragraph (c) below;
- (b) where the Existing Sub-Fund and the New Fund have different currencies of denomination, the redemption proceeds of Unlisted Class of Units of the Existing Sub-Fund, after deduction of any switching fee, shall be converted into the currency of denomination of the New Fund; and
- (c) the resulting amount will be used to subscribe for units of the New Fund at the relevant subscription price on the relevant dealing day in respect of the New Fund (the "Switching Subscription Day"). The Switching Subscription Day shall be the same day as the Switching Redemption Day (in the case where the relevant Dealing Day of the Existing Sub-Fund is not a Dealing Day in respect of the New Fund, the Switching Redemption Day will be the immediately following Dealing Day that is a dealing day for the New Fund), provided that the Trustee shall receive cleared funds in the relevant currency of the New Fund within such period as determined by the Manager. In the event that cleared funds are not received within

the applicable period, the Switching Subscription Day shall be the day on which the Trustee receives cleared funds in the relevant currency by the dealing deadline of the New Fund, unless otherwise determined by the Manager.

The Manager may suspend the switching of Unlisted Class of Units during any period in which the determination of the Net Asset Value of any relevant Sub-Fund is suspended (for details see “Suspension of Determination of Net Asset Value” in the main Prospectus).

Investors should note that switching between Listed Class of Units and Unlisted Class of Units is not available.

### **SUSPENSION OF THE ISSUE, SUBSCRIPTION AND REDEMPTION OF UNLISTED CLASS OF UNITS**

The Manager may at its discretion (in consultation with the Trustee), suspend the issue and/or switching and/or redemption of Units of any Sub-Fund and/or (subject to all applicable legal or regulatory requirements where payment of redemption proceeds exceeds one calendar month) delay the payment of any monies and transfer of any Securities to persons who have redeemed Units of any Sub-Fund in the following circumstances:

- (a) during any period when a market on which (i) for an Index Tracking Sub-Fund, a Security that is a constituent of the Index of the relevant Sub-Fund, or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund, has its primary listing has its primary listing, or the official clearing and settlement depository (if any) of such market, is closed;
- (b) during any period when dealing on a market on which (i) for an Index Tracking Sub-Fund, a Security that is a constituent of the Index of the relevant Sub-Fund, or (ii) for a Sub-Fund that is not an Index Tracking Sub-Fund, a substantial part of the investments of the Sub-Fund, has its primary listing is restricted or suspended;
- (c) during any period when, in the opinion of the Manager, settlement or clearing of Securities in the official clearing and settlement depository (if any) of such market is disrupted;
- (d) during the existence of any state of affairs as a result of which delivery or purchase of Securities, as appropriate or disposal of investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Manager, be effected normally or without prejudicing the interests of Unitholders of the relevant Sub-Fund;
- (e) (in respect of an Index Tracking Sub-Fund only) during any period when the relevant Index is not compiled or published;
- (f) during any breakdown in any of the means normally employed in determining the Net Asset Value of the relevant Sub-Fund or the Net Asset Value per Unit of the relevant class or when for any other reason the value of any Securities or other property for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;
- (g) during any period when the determination of the Net Asset Value of the relevant Sub-Fund is suspended or if any circumstance specified in the section on “Suspension of Determination of Net Asset Value” in the main Prospectus arises; or
- (h) during any period when the business operations of the Manager, the Trustee, the Registrar, or any agent of the Trustee or the Manager in respect of the issue or redemption of Units in the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from epidemic, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

The Manager will, in consultation with the Trustee, suspend the right to subscribe for Units of the relevant Sub-Fund if, or if as a result of the investment of the proceeds of issue of such Units in accordance with its investment objective, the Trust collectively holds or would hold in aggregate more than 10 per cent. of the ordinary shares issued by any single issuer. In addition, where the Sub-Funds under the Trust hold in aggregate more than the limit of 10 per cent. of the ordinary shares issued by any single issuer, the Manager will make it a priority objective to take all other necessary steps within a reasonable period to remedy such breach, taking into account the interests of the Unitholders.

The Manager shall notify the SFC and publish a notice of suspension following the suspension, and at least once a month during the suspension, on the Trust's website at [www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf) (the contents of which and of other websites referred to in this Prospectus have not been reviewed by the SFC) or in such other publications as it decides.

The Manager shall consider any subscription, switch or redemption application received during the period of suspension (that has not been otherwise withdrawn) as having been received immediately following the termination of the suspension. The period for settlement of any redemption will be extended by a period equal to the length of the period of suspension.

A suspension shall remain in force until the earlier of (a) the Manager declaring the suspension is at an end; and (b) the first Dealing Day on which (i) the condition giving rise to the suspension shall have ceased to exist; and (ii) no other condition under which suspension is authorised exists.

## **PART 2 – SPECIFIC INFORMATION RELATING TO EACH SUB-FUND**

Part 2 of this Prospectus includes specific information relevant to each Sub-Fund established under the Trust and listed on the SEHK. It is updated from time to time by the Manager. Information relating to each Sub-Fund is set out in a separate Appendix.

The information presented in each Appendix in this Part 2 should be read in conjunction with the information presented in Part 1 of this Prospectus. Where the information in any Appendix in this Part 2 conflicts with the information presented in Part 1, the information in the relevant Appendix in the Part 2 prevails. However, it is applicable to the specific Sub-Fund of the relevant Appendix only.

Defined terms used in each of the Appendices and which are not defined in this Part 2, bear the same meanings as in Part 1 of this Prospectus. References in each Appendix to “Sub-Fund” refer to the relevant Sub-Fund which is the subject of that Appendix. References in each Appendix to “Index” refer to the relevant Index details of which are set out in that Appendix.

## APPENDIX 1: Nikko AM Global Internet ETF

### Key information

Set out below is a summary of key information in respect of this Sub-Fund which should be read together with the full text of this Appendix and this Prospectus.

<b>Index</b>	iEdge-Factset Global Internet Index
<b>Type of Index</b>	Net total return
<b>Initial Issue Date</b>	23 October 2019
<b>Listing Date (SEHK)</b>	24 October 2019
<b>Issue Price during the Initial Offer Period</b>	USD10
<b>Exchange Listing</b>	SEHK – Main Board
<b>Stock Code</b>	9072 – USD counter 3072 – HKD counter
<b>Stock Short Name</b>	NIKKOAM INET-U – USD counter NIKKOAM INET – HKD counter
<b>ISIN Number</b>	HK0000518578 – USD counter HK0000518586 – HKD counter
<b>Trading Board Lot Size</b>	10 Units
<b>Base Currency</b>	United States Dollars (USD)
<b>Trading Currency</b>	United States Dollars (USD) Hong Kong dollars (HKD)
<b>Distribution Policy</b>	Subject to the Manager’s discretion, the Manager may pay distributions to Unitholders. There is no guarantee to the payment of distributions or frequency of payment. <b>Distributions will be paid in the base currency (USD) only</b> <sup>10</sup> . Distributions may be made out of capital or effectively out of capital as well as income at the Manager’s discretion.
<b>Creation/Redemption Policy</b>	Cash (in USD only) and in-kind
<b>Application Unit Size (only by or through Participating Dealers)</b>	<u>Cash Application</u> : 5,000 Units (or such higher number of Units in multiples of 1,000) <u>In-kind Application</u> : 50,000 Units (or multiples thereof) Unless otherwise waived by the Manager at their discretion.

<sup>10</sup> Unitholders without USD accounts may have to bear the fees and charges associated with the conversion of such dividend from USD into any other currency. Unitholders are advised to check with their brokers regarding arrangements for distributions.

<b>Dealing Deadline</b>	<u>Cash Application</u> : 12:30 p.m. (Hong Kong time) <u>In-kind Application</u> : 5:30 p.m. (Hong Kong time)
<b>Valuation Point</b>	4:00 p.m. (U.S. Eastern time) on the relevant Dealing Day i.e. 4 a.m. (Hong Kong time, with U.S. daylight savings time); or 5 a.m. (Hong Kong time without U.S. daylight savings time) on a day following the relevant Dealing Day
<b>Management Fee</b>	Currently 0.60% per annum of the Net Asset Value
<b>Investment Strategy</b>	Full replication strategy. Please refer to the section on “What is the investment strategy?” below
<b>Financial Year End</b>	30 June
<b>Sub-Manager</b>	Nikko Asset Management Asia Limited
<b>Listing Agent</b>	Altus Capital Limited
<b>Market Makers<sup>11</sup></b>	Flow Traders Hong Kong Limited Phillip Securities Pte Ltd.
<b>Participating Dealers<sup>10</sup></b>	Haitong International Securities Company Limited Nomura International (Hong Kong) Limited Phillip Securities (Hong Kong) Limited Mirae Asset Securities (HK) Limited Korea Investment & Securities Asia Limited
<b>Service Agent</b>	HK Conversion Agency Services Limited
<b>Website</b>	<a href="http://www.nikkoam.com.hk/etf/global-internet-etf">www.nikkoam.com.hk/etf/global-internet-etf</a>

### What is the investment objective?

The Sub-Fund’s investment objective is to seek to provide investment results that, before fees and expenses, closely correspond to the performance of the iEdge-Factset Global Internet Index (the “Index”). There can be no assurance that the Sub-Fund will achieve its investment objective.

### What is the investment strategy?

In order to achieve the investment objective, the Sub-Fund intends to primarily adopt a full replication strategy through investing directly in stocks included in the Index in substantially the same weightings as these stocks have in the Index.

The Sub-Fund may switch between the replication strategy and the representative sampling strategy without prior notice to investors, in its absolute discretion, and as often as it believes is appropriate in order to achieve the investment objective of the Sub-Fund by tracking the Index as closely as possible to the benefit of investors. As disclosed in the section “Investment Restrictions” in Part 1 of this

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<sup>11</sup> Please refer to the Sub-Fund’s website for the latest lists of market makers and participating dealers.

Prospectus, the Manager may cause the Sub-Fund to deviate from the Index weighting (in pursuing a representative sampling strategy) on the condition that the maximum deviation from the index weighting of any constituent will not exceed 4 percentage points above or below such weighting.

The Index aims to track the performance of developed market securities in the internet technologies segments. In order to provide the performance of the Index, the Sub-Fund may invest in stocks listed in United States of America, United Kingdom, France, Germany, Hong Kong, Japan, Korea and Singapore, and may include or exclude other markets from time to time. Please refer to the section "The Index" below for further information.

The Sub Fund will not engage in short selling.

Currently, the Manager has no intention for the Sub-Fund to (i) invest in any FDIs for hedging or non-hedging (i.e. investment) purposes, (ii) invest in structured deposits, asset backed securities, asset backed commercial papers and mortgage backed securities, (iii) enter into securities lending transactions, sale and repurchase or reverse repurchase transactions or other similar over-the-counter transactions, or (iv) enter into securities borrowing transactions. The Manager will seek the prior approval of the SFC and provide at least one month's prior notice to Unitholders before the Sub-Fund engages in any such investments.

The investment strategy of the Sub-Fund is subject to the investment restrictions set out in Part 1 of this Prospectus.

### **The Sub-Manager**

Nikko Asset Management Asia Limited has been appointed by the Manager as the Sub-Manager of the Sub-Fund. The Manager has delegated its management functions in relation to the Sub-Fund to the Sub-Manager.

The Sub-Manager is a wholly owned subsidiary of Nikko Asset Management International Limited, an indirectly owned subsidiary of Sumitomo Mitsui Trust Holdings, Inc.. The Sub-Manager, whose principal activities consist of the business of fund management, was incorporated in Singapore on 16 June 1982 as a public company limited by shares under the laws of Singapore. It holds a Capital Markets Services Licence for the regulated activity of fund management and dealing in capital markets products (securities, collective investment schemes, exchange-traded derivatives contracts and over-the-counter derivatives contracts) issued by the Monetary Authority of Singapore.

### **Specific Risk Factors**

In addition to the risk factors presented in Part 1 of this Prospectus, the risk factors set forth below are also specific risks, in the opinion of the Manager and the Sub-Manager, considered to be relevant and presently applicable to the Sub-Fund.

#### *Concentration risk*

Due to the concentration of the Index in the software, internet and related services sectors, which is characterised by relatively higher volatility in price performance when compared to other economic sectors, the performance of the Index may be more volatile when compared to other broad-based stock indices. The price volatility of the Sub-Fund may be greater than the price volatility of exchange traded funds tracking more broad-based indices.

#### *Software, internet and related services industries risks*

Many of the companies in the software, internet and related services industries have a relatively short operating history. Rapid changes could render obsolete the products and services offered by the companies in which the Sub-Fund invests and cause severe or complete declines in the prices of the securities of those companies. Additionally, companies in these sectors may face dramatic and often



unpredictable changes in growth rates and competition for the services of qualified personnel. Any errors or vulnerabilities that may be discovered in the code of an internet company after release may adversely affect the business and operating results of such company. If the Sub-Fund invests in any of these companies, its investment may be adversely affected.

There may be substantial government intervention in the internet industry, including restrictions on investment in internet companies if such companies are deemed sensitive to relevant national interests. Some governments in the world have sought, and may in the future seek, to censor content available through internet, restrict access to products and services offered by internet companies that the Sub-Fund invests in from their country entirely or impose other restrictions that may affect the accessibility of such products and services for an extended period of time or indefinitely. In the event that access to the internet products and services is restricted, in whole or in part, in one or more countries, the ability of such internet companies to retain or increase their user base and user engagement may be adversely affected, and their operating results may be harmed. This may in turn affect the value of investment of the Sub-Fund.

The internet business is subject to complex laws and regulations including privacy, data protection, content regulation, intellectual property, competition, protection of minors, consumer protection and taxation. These laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to the business practices, monetary penalties, increased cost of operations or declines in user growth, user engagement or advertisement engagement, or otherwise harm the internet business. They may also delay or impede the development of new products and services. Compliance with these existing and new laws and regulations can be costly and may require significant time and attention of management and technical personnel. All these may have impact on the business and/or profitability of the internet companies in which the Sub-Fund invests and this may in turn adversely affect the value of investment of the Sub-Fund.

#### *Reliance on the Sub-Manager Risk*

Although the Manager has experience of managing SFC authorised funds, the Manager has limited experience of managing exchange traded funds. It has delegated the investment discretion of the Sub-Fund to the Sub-Manager and will rely on the Sub-Manager's expertise and systems for the Sub-Fund's investments. Any disruption in the communication with or assistance from the Sub-Manager or a loss of service of the Sub-Manager or any of its key personnel may adversely affect the operations of the Sub-Fund.

#### ***Distributions Out of or Effectively Out of Capital Risk***

The Manager may, at its discretion make distributions out of capital. The Manager may also, at its discretion, make distributions out of gross income while all or part of the fees and expenses of the Sub-Fund are charged to/paid out of the capital of the Sub-Fund, resulting in an increase in distributable income for the payment of distributions by the Sub-Fund and therefore, the Sub-Fund may effectively pay distributions out of the capital. Payment of distributions out of capital or effectively out of capital amounts to a return or withdrawal of part of an investor's original investment or from any capital gains attributable to that original investment. Any distributions involving payment of distributions out of or effectively out of the Sub-Fund's capital may result in an immediate reduction of the Net Asset Value per Unit. The Manager may amend its distribution policy subject to the SFC's prior approval and by giving not less than one month's prior notice to Unitholders.

#### **The offering phases**

##### *After Listing*

Dealings in the Units on the SEHK commenced on 24 October 2019.

The current Dealing Deadline After Listing is 12:30 p.m. (Hong Kong time) (in respect of cash Creation

and Redemption Applications) or 5:30 p.m. (Hong Kong time) (in respect of in-kind Creation and Redemption Application) on the relevant Dealing Day, or such other time as the Manager (with the approval of Trustee) may determine on any day when the trading hours of the SEHK are reduced.

Applications for creation of Units may be made by way of cash Creation Application (in USD) or in-kind Creation Application. Settlement for subscribing Units is due at the time specified in the Operating Guidelines on the relevant Dealing Day in accordance with the Operating Guidelines.

The attention of investors is drawn to the section entitled “The Offering Phases” in Part 1 of this Prospectus.

## **Dual Counter**

The Manager has arranged for the Units of the Sub-Fund to be available for trading on the secondary market on the SEHK under a Dual-Counter arrangement. Units are denominated in USD. The Sub-Fund offers 2 trading counters on the SEHK (i.e. HKD counter and USD counter) to investors for secondary trading purposes. Units traded in HKD counter will be settled in HKD and Units traded in USD counter will be settled in USD. Apart from settlement in different currencies, the trading prices of Units in the counters may be different as the different counters are distinct and separate markets.

Units traded on each counter are of the same class and all Unitholders of all counters are treated equally. The counters will have different stock codes (as set out in the section “Key Information” above), different stock short names and different ISIN numbers.

Normally, investors can buy and sell Units traded in the same counter or alternatively buy in one counter and sell in the other counter provided their brokers provide HKD and USD trading services at the same time and offer inter-counter transfer services to support Dual-Counter trading. Inter-counter buy and sell is permissible even if the trades take place within the same trading day. However, investors should note that the trading price of Units traded in each counter may be different and may not always maintain a close relationship depending on factors such as market demand and supply and liquidity in each counter.

Investors should consult their brokers if they have any questions concerning fees, timing, procedures and the operation of the Dual-Counter, including inter-counter transfers. Investors’ attention is also drawn to the risk factor above entitled “Risks Associated with Dual-Counter”.

## **Exchange Listing and Trading (Secondary Market)**

### *General*

Units are neither listed nor dealt on any other stock exchange and no application for such listing or permission to deal is being sought as at the date of this Prospectus. Application may be made in the future for a listing of Units on one or more other stock exchanges. Investors’ attention is drawn to the section entitled “Exchange Listing and Trading (Secondary Market)” in Part 1 of this Prospectus for further information.

Dealings on the SEHK in Units traded in HKD and USD began 24 October 2019. Units will trade on the SEHK in board lots of 10 Units.

## **Redemptions**

Units can be redeemed directly (through a Participating Dealer). Redemption proceeds may be paid in cash (in USD) or in-kind. Any accepted Redemption Application will be effected by the payment of cash or transfer of Securities (as the case may be) in accordance with the Operating Guidelines and the Trust Deed.

## **Distribution policy**

The Manager may declare and distribute net dividends to Unitholders at the Manager's discretion. There is no guarantee to the payment of distributions or frequency of payment. The Manager will make an announcement prior to any distribution in respect of the relevant distribution amount in USD only. Distributions may be made out of capital as well as income at the Manager's discretion. The Manager may also, at its discretion, pay dividend out of gross income while all or part of the fees and expenses of the Sub-Fund are charged to/paid out of the capital of the Sub-Fund, resulting in an increase in distributable income for the payment of dividends by the Sub-Fund and therefore, the Sub-Fund may effectively pay dividend out of capital.

Each Unitholder will receive distributions in USD only. Unitholders may have to bear the fees and charges associated with the conversion of such dividend from USD into HKD or any other currency. Unitholders are advised to check with their brokers regarding arrangements for distributions.

Distribution payment rates in respect of Units will depend on factors beyond the control of the Manager or Trustee including, general economic conditions, and the financial position and dividend or distribution policies of the relevant underlying entities. There can be no assurance that such entities will declare or pay dividends or distributions.

Payment of distributions out of capital or effectively out of capital amounts to a return or withdrawal of part of an investor's original investment or from any capital gains attributable to that original investment. Any distributions involving payment out of or effectively out of the Sub-Fund's capital may result in an immediate reduction in the Net Asset Value per Unit.

The composition of distributions payable on Units (i.e. the relative amounts of distributions paid and the percentages of dividends out of (i) net distributable income and (ii) capital), if any, for the last 12 months are available from the Manager on request and are also published on the website [www.nikkoam.com.hk/etf/global-internet-etf](http://www.nikkoam.com.hk/etf/global-internet-etf). The Manager may amend the Sub-Fund's distribution policy with respect to the distributions out of capital or effectively out of capital of the Sub-Fund subject to the SFC's prior approval and by giving not less than one month's prior notice to Unitholders.

## **Fees and expenses**

### *Management fee*

The Manager is entitled to receive out of the assets of the Sub-Fund a management fee of up to 2% per annum of the Net Asset Value of the Sub-Fund. The current management fee is 0.60% per annum of the Net Asset Value of the Sub-Fund and is accrued daily and calculated as at each Dealing Day and payable monthly in arrears.

The fees payable to the Sub-Manager are included in the management fee.

### *Trustee's fee*

The Trustee is entitled to receive out of the Sub-Fund a fee of up to 1% per annum of the Net Asset Value of the Sub-Fund (the "Trustee's Fee"). The current Trustee's Fee is calculated as a percentage per annum of the Net Asset Value of the Sub-Fund at a rate of up to 0.095% per year of the Net Asset Value (subject to a minimum of USD38,000 per annum), inclusive of fees payable to the Global Custodian, Fund Accountant and Registrar, accrued daily and calculated as at each Dealing Day and payable monthly in arrears.

The Global Custodian, the Fund Accountant and the Registrar are entitled to receive a fee out of the Sub-Fund, as well as various transaction, processing, valuation fees and other applicable fees as agreed with the Manager from time to time and to be reimbursed by the Sub-Fund for all out-of-pocket expenses (including sub-custody fees and expenses) properly incurred in the performance of their duties.

The Trustee's Fee may be increased by agreement with the Manager up to the maximum on giving one month's notice to Unitholders.

The Trustee shall also be entitled to be reimbursed out of the assets of the Sub-Fund all out-of-pocket expenses incurred.

## **The Index**

*This section is a brief overview of the Index. It contains a summary of the principal features of the Index and is not a complete description of the Index. As of the date of this Prospectus, the summary of the Index in this section is accurate and consistent with the complete description of the Index. Complete information on the Index appears in the website identified below. Such information may change from time to time and details of the changes will appear on that website.*

### **General information on the Index**

The Index of the Sub-Fund is the iEdge-Factset Global Internet Index. The Index aims to track the performance of developed market securities in the internet technologies segments. Stocks captured within the Index include companies primarily in internet and data services, general internet and online services, internet support services, financial software and services, virtual reality and engineering software and online retail business segments. The Index has a basket size of 30 stocks and is free float market capitalisation weighted with a 10% stock cap on each individual Index constituent.

The Index is compiled and published by Singapore Exchange Limited (the "Index Provider"). The Manager (and each of its Connected Persons) is independent of the Index Provider.

The Index is a net total return index. A net total return index calculates the performance of the Index constituents on the basis that any after tax dividends or distributions are reinvested. The Index is denominated and quoted in USD.

The Index was launched on 14 December 2018 and had a base level of 1,000 on 24 September 2012. As at 31 August 2022, the Index comprised 30 constituent stocks and has a market capitalisation of USD3,711 billion.

### **Index methodology**

#### **Eligibility Criteria**

The Index has a selection universe of stocks listed in developed markets. The selection universe includes the United States of America, United Kingdom, France, Germany, Hong Kong, Japan, Korea and Singapore, and may include or exclude other markets from time to time.

In addition to the country eligibility criterion, companies must satisfy the theme eligibility criterion to be eligible for inclusion in the Index. The revenue breakdown of a company is obtained and based using the RBICS industry classification system. The Revere Business Industry Classification System (RBICS) is a classification system as provided by the Index Provider's research partner, FactSet. Constituents of the Index are classified in accordance to RBICS classification system, across a six-level hierarchical structure and about 1,400 sector groups, with precise revenue percentages attributable to each business segment. If a company's classification or revenue attribution changes, the Index Provider will implement the appropriate index actions. These actions will be effective on the first rebalancing period after the reclassification takes is in effect.

The eligible companies must also satisfy the revenue exposure criteria for their respective business segments.

The relevant RBICS industry classifications and the revenue exposure criteria for respective business segments in respect of the Index are set out below:

<b>RBICS Level 6 Classification Names (Minimum Revenue 50%)</b>		
Blockchain Technology	Web Portal Sites and Software	Internet Entertainment Retail
Cryptocurrency Trading and Exchanges	General Internet and Online Services	Internet Footwear Retail
City Guides Content Providers and Sites	Home and Office Virtual Reality Software	Internet Furniture and Home Furnishing Retail
Communication and Collaboration Content Sites	Internet Accessories Retail	Internet Motor Vehicle Sales
Diversified Electronic Media and Sites	Internet Apparel Retail	Internet Office Supplies Retail
Mobile Platform Application Software	Internet Automotive Parts Sales	Internet Off-Price Retail
Online Game Website and Software	Internet Building Materials/ Garden Supply Retail	Internet Pet and Pet Supply Retail
Software Development Software	Internet Department Stores	Internet Warehouse/Superstore Retail
Virtual Reality Design and Engineering Software	Internet Discount Stores	Other Internet Health and Personal Care Retail
Web Development Software Makers	Internet Electronics Retail	Handheld and Smart Phone Games Software

<b>RBICS Level 5 Classification Names (Minimum Revenue 50%)</b>		
Internet Support Services	Web-Related Content Providers	

<b>RBICS Level 4 Classification Names (Minimum Revenue 50%)</b>		
Internet Hosting Services	Web-based Data and Services	

<b>RBICS Level 3 Classification Names (Minimum Revenue 60%)</b>		
Internet and Data Services		

<b>RBICS Level 6 Classification Names (Exclusion List)</b>		
Institutional Financial and Research Content Sites	Execution and Quote Platform Services	Financial Reference Data Content Providers/Sites
General Professional Content Providers and Sites	Multi-Type Financial Data Content Providers/Sites	REIT

### *Liquidity Criterion*

All eligible companies will be screened for liquidity semi-annually, at each index review date in March and September. Newly listed companies are treated as new constituents, with liquidity screened from the date of listing to the review cut-off dates.

New constituents must meet a minimum daily traded velocity of 0.10%. Existing constituents must meet a minimum daily traded velocity of 0.08%. Daily traded velocity is defined as the quotient of a company's median daily traded value divided by the same company's free-float market capitalisation.

### *Free-float Criterion*

The Index Provider adjusts the market capitalisation of stocks to account for only shares deemed publicly available to investors ("free-float"). A company's free-float is reviewed annually.

New constituents must meet a minimum free-float of 20%, measured at each index review date. Existing constituents must have a free-float of at least 15% to maintain inclusion.

### *Free-float Market Capitalisation Criterion*

All eligible companies will be screened for minimum 6-month median free-float market capitalisation semi-annually, at each index review date in March and September. New constituents must meet a minimum of USD\$200 million 6-month median free-float market capitalisation measured at each index review date. Existing constituents must have a minimum of USD\$150 million 6-month median free-float market capitalisation to maintain inclusion.

### *Index review*

The Index is reviewed semi-annually in March and September. The index review process follows the steps below in sequence:

- *Screening*: All companies are screened for eligibility in accordance with the rules described in the section on “Eligibility Criteria” above. They are then screened for liquidity and free-float. Companies which fail the screening processes described above will not be considered for index inclusion. Companies that were removed from the Index in the last index review will also not be considered for inclusion in the current index review.
- *Ranking*: The remaining companies are then ranked by 6-month median free-float market capitalisation. The company with the largest 6-month median free-float market capitalisation value will have the highest ranking and vice versa for the company with the smallest 6-month median free-float market capitalisation value.
- *Inclusion*: A new entrant will be included in the Index if an existing constituent becomes ineligible for index inclusion. A new entrant can also be included if both of the following conditions are met: (i) an existing constituent that ranks equal or worse than 10% of the quota of 30 stocks for the Index will be removed, and the highest-ranking new entrant will be included in the Index; and (ii) a new entrant that ranks equal or better than 10% of the quota of 30 stocks for the Index will be included, and the lowest-ranking existing constituent will be removed from the Index.

The Index is weighted by free-float market capitalisation. Index constituents will have their index weights capped at 10% at each semi-annual rebalance date. As a result, the ‘excess index weights’ will be proportionally redistributed to the remaining constituents.

### *Index Calculation*

The Index is calculated in accordance with the following formula:

$$\text{Index}_t = \frac{\sum_t^N (P_{i,t} \times E_t \times S_{i,t} \times F_{i,t} \times A_{i,t})}{D}$$

- $\text{Index}_t$  Index at time,  $t$
- $P_{i,t}$  Price of constituent  $i$ , at time,  $t$
- $E_t$  Exchange rate at time,  $t$
- $S_{i,t}$  Shares outstanding of constituent  $i$ , at time,  $t$
- $F_{i,t}$  Free-float of constituent  $i$ , at time,  $t$
- $A_{i,t}$  Adjustment factor of constituent  $i$ , at time,  $t$
- $D$  Index divisor

You can obtain additional information of the Index at <https://www2.sgx.com/indices/products/ifid>.

### ***Index Provider disclaimer***

The Units are not in any way sponsored, endorsed, sold or promoted by Singapore Exchange Limited and/or its affiliates (collectively, "SGX") and SGX makes no warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the iEdge-Factset Global Internet Index and/or the figure at which the iEdge-Factset Global Internet Index stands at any particular time on any particular day or otherwise. The iEdge-Factset Global Internet Index is sponsored, calculated and administrated by SGX. SGX shall not be liable (whether in negligence or otherwise) to any person for any error in the Nikko AM Global Internet ETF and the iEdge-Factset Global Internet Index and shall not be under any obligation to advise any person of any error therein.

"SGX" is a trade mark of SGX and is used by Nikko Asset Management Hong Kong Limited under license. All intellectual property rights in the iEdge-Factset Global Internet Index vest in SGX.

### ***Index licence agreement***

The initial term of the licence of the Index commenced on 24 October 2019 and should continue until 24 October 2020 on which date the licence should be renewed for successive terms of 1 year unless either party to the licence agreement serves a written notice of termination of at least 120 days (or such lesser period of time as may be agreed in writing by the parties to the licence agreement) prior to the end of the then current term to the other party. The licence agreement may otherwise be terminated in accordance with the provisions of the licence agreement.

### **Appendix dated 28 April 2023**

## APPENDIX 2: NikkoAM Metaverse Theme Active ETF

### *This is an active exchange traded fund*

Investors should note that this Sub-Fund has both Listed Class of Units and Unlisted Class of Units and this Appendix contains information about the Listed Class of Units only. All references to “Units” in this Appendix shall refer to the Listed Class of Units. The Unlisted Class of Units will not be offered to Hong Kong investors.

#### Key information

Set out below is a summary of key information in respect of this Sub-Fund which should be read together with the full text of this Appendix and this Prospectus.

<b>Base Currency</b>	United States Dollars (USD)
<b>Investment Strategy</b>	Please refer to the section on “What is the investment strategy?” below
<b>Valuation Point</b>	4:00 p.m. (U.S. Eastern time) on the relevant Dealing Day i.e. 4 a.m. (Hong Kong time, with U.S. daylight savings time); or 5 a.m. (Hong Kong time without U.S. daylight savings time) on a day following the relevant Dealing Day
<b>Dealing frequency</b>	Daily
<b>Financial Year End</b>	30 June (The first annual report for the Sub-Fund will be published for the financial year ending 30 June 2021)
<b>Sub-Manager</b>	Nikko Asset Management Asia Limited
<b>Website</b>	<a href="http://www.nikkoam.com.hk/etf/metaverse-theme-active-etf">www.nikkoam.com.hk/etf/metaverse-theme-active-etf</a>
<b>Initial Issue Date</b>	15 June 2020
<b>Listing Date (SEHK)</b>	16 June 2020
<b>Issue Price during the Initial Offer Period</b>	USD10
<b>Exchange Listing</b>	SEHK – Main Board
<b>Stock Code</b>	9091 – USD counter 3091 – HKD counter
<b>Stock Short Name</b>	A NIKKOAMMETA – U – USD counter A NIKKOAMMETA – HKD counter
<b>ISIN Number</b>	HK0000601028 – USD counter HK0000601036 – HKD counter
<b>Trading Board Lot Size</b>	10 Units
<b>Trading Currency</b>	United States Dollars (USD)



	Hong Kong dollars (HKD)
<b>Creation/Redemption Policy</b>	Cash (in USD only) and in-kind
<b>Application Unit Size (only by or through Participating Dealers)</b>	<u>Cash Application</u> : 5,000 Units (or such higher number of Units in multiples of 1,000) <u>In-kind Application</u> : 50,000 Units (or multiples thereof) Unless otherwise waived by the Manager at their discretion.
<b>Dealing Deadline</b>	<u>Cash Application</u> : 12:30 p.m. (Hong Kong time) <u>In-kind Application</u> : 5:30 p.m. (Hong Kong time)
<b>Distribution Policy</b>	Subject to the Manager's discretion, the Manager may pay distributions to Unitholders. There is no guarantee to the payment of distributions or frequency of payment. <b>Distributions will be paid in the base currency (USD) only</b> <sup>12</sup> . Distributions may be made out of capital or effectively out of capital as well as income at the Manager's discretion.
<b>Management Fee</b>	Currently 0.75% of Net Asset Value of the Units per annum
<b>Listing Agent</b>	Altus Capital Limited
<b>Market Makers<sup>13</sup></b>	Flow Traders Hong Kong Limited Phillip Securities Pte Ltd.
<b>Participating Dealers<sup>2</sup></b>	Haitong International Securities Company Limited Phillip Securities (Hong Kong) Limited Mirae Asset Securities (HK) Limited Korea Investment & Securities Asia Limited
<b>Service Agent</b>	HK Conversion Agency Services Limited

### What is the investment objective?

The Sub-Fund's investment objective is to achieve long term capital growth by primarily investing in companies involved in activities relating to, or that provide products, services, technologies or technological capabilities that contribute to, the development of the Metaverse (as defined below) (collectively "**Metaverse Business**"). There is no assurance that the Sub-Fund will achieve its investment objective.

### What is the investment strategy?

The Sub-Fund will invest primarily (i.e. at least 70% of its Net Asset Value ("**NAV**")) in equities of

<sup>12</sup> Unitholders without USD accounts may have to bear the fees and charges associated with the conversion of such dividend from USD into any other currency. Unitholders are advised to check with their brokers regarding arrangements for distributions.

<sup>13</sup> Please refer to the Sub-Fund's website for the latest lists of market makers and participating dealers.

companies which are involved in the Metaverse Business.

The equities (which may include listed American Depositary Receipts (“**ADRs**”) and Global Depositary Receipts (“**GDRs**”)) in which the Sub-Fund will primarily invest may be listed on any exchange globally. The Sub-Fund will invest up to 85% of its NAV in emerging markets. Exposure to these equities may be obtained by investing in exchange traded funds (“**ETFs**”) as a means of transition management if access to such equities is not yet available to the Sub-Fund. Investments in ETFs by the Sub-Fund are considered and treated as listed securities for the purposes of and subject to the requirements in Chapters 7.1, 7.1A and 7.2 of the Code.

The “**Metaverse**” can be described as a persistent virtual, three-dimensional, fully immersive world that allows a substantial number of users to seamlessly interact as they do in the real world. The Metaverse provides for the redefinition of content creation and ownership, facilitate individual creator economies<sup>14</sup>, enhance digital content curation and aggregation, potentially transforming existing business models and economics across various industries. The Metaverse will need to be supported by both physical infrastructure and virtual layers.

In assessing whether a company is involved in the Metaverse Business, the Manager will consider multiple criteria, including, the company’s revenue and profits, revenue and/or profit growth, research and development investments as well as business plan or product pipeline.

The following is a non-exhaustive list of categories of companies involved in the Metaverse Business in which the Sub-Fund will primarily invest:

- (i) **Hardware:** Companies that are engaged in the development of physical technologies and devices, such as augmented/virtual reality devices (for example, virtual reality headsets), mobile phones and enterprise hardware that will allow individuals and businesses to seamlessly interact in a virtual environment.
- (ii) **Computing:** Companies that are engaged in delivering computer power to support the operation of the Metaverse. This includes semiconductor companies and companies that provide services such as rendering, data matching and even artificial intelligence.
- (iii) **Connectivity:** Companies that are engaged in providing high bandwidth or network which will enable data transmission on the Metaverse. This includes companies such as cloud service providers and telecommunication companies providing fiber networks.
- (iv) **Platforms:** Companies that are engaged in the creation and operation of immersive three-dimensional worlds in the Metaverse. Examples include online game platforms and social medial platforms.
- (v) **Tools:** Companies that are engaged in the provision of protocols such as Web 3.0 and the facilitation of 3D rendering. Examples include creation of digital twins (i.e. virtual replicas of physical objects, processes or systems that use data to run simulations and to optimise performance) and encryption.
- (vi) **Payments:** Companies that facilitate transactions in the Metaverse. In the Metaverse, payments may be required for contents (live, streamed, etc.), services rendered, interactions via various Metaverse platforms, or purchase of items. As such, payment protocols will need to be developed and maintained in the Metaverse to facilitate these transactions. Such payments may be digital via fiat currency on-ramps, non-fungible tokens (“**NFTs**”),

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<sup>14</sup> Web 3.0, which is one of the tools that will aid the development of the Metaverse, will effectively allow individuals to create content (be it a music video, or a podcast or an app, or a digital painting, for example), maintain ownership of and monetise the content into perpetuity (for example being paid each time the digital content is used). This will incentivise content creation, and economies that will spawn from this.

cryptocurrencies and/or other blockchain solutions.

- (vii) **Content:** Companies that facilitate the creation, storage, distribution and protection of digital assets. Examples of digital assets include games, online avatars, NFTs of paintings and digital replicas of physical goods. This includes companies such as electronic game developers and companies that offer NFTs on underlying assets.

The first three categories of companies set out above, namely, (i) Hardware, (ii) Computing, and (iii) Connectivity, relate to the physical infrastructure of the Metaverse, whereas the remaining four categories of companies, namely, (iv) Platforms, (v) Tools, (vi) Payments, and (vii) Content, relate to the virtual layers of the Metaverse, which cover software solutions serving different functions.

The Sub-Fund may use financial derivatives instruments for hedging purposes only.

Currently, the Manager has no intention for the Sub-Fund to (i) invest in any financial derivative instruments for non-hedging (i.e. investment) purposes, (ii) invest in structured deposits, asset backed securities, asset backed commercial papers and mortgage backed securities, (iii) enter into securities lending transactions, sale and repurchase or reverse repurchase transactions or other similar over-the-counter transactions, or (iv) enter into securities borrowing transactions. The Manager will seek the prior approval of the SFC (if required) and provide at least one month's prior notice to unitholders before the Sub-Fund engages in any such investments.

The investment strategy of the Sub-Fund is subject to the investment restrictions set out in Part 1 of this Prospectus.

In addition to the relevant investment restrictions set out in the Code, the Sub-Fund is subject to the following additional restrictions. The Sub-Fund does not currently:

- (i) intend to invest more than 5% of its net asset value in aggregate into collective investment schemes (excluding any collective investment scheme which is listed and traded on any exchange);
- (ii) intend to acquire shares in any single company if, as a result of such acquisition, the total number of shares in such company held by all collective investment schemes which are managed by the Manager would exceed 50% of the total number of all issued and outstanding shares in such company; or
- (iii) intend to engage in short selling.

### **The Sub-Manager**

Nikko Asset Management Asia Limited has been appointed by the Manager as the Sub-Manager of the Sub-Fund. The Manager has delegated its management functions in relation to the Sub-Fund to the Sub-Manager.

The Sub-Manager is a wholly owned subsidiary of Nikko Asset Management International Limited, an indirectly owned subsidiary of Sumitomo Mitsui Trust Holdings, Inc.. The Sub-Manager, whose principal activities consist of the business of fund management, was incorporated in Singapore on 16 June 1982 as a public company limited by shares under the laws of Singapore. It holds a Capital Markets Services Licence for the regulated activity of fund management and dealing in capital markets products (securities, collective investment schemes, exchange-traded derivatives contracts and over-the-counter derivatives contracts) issued by the Monetary Authority of Singapore.

### **Specific Risk Factors**

In addition to the risk factors presented in Part 1 of this Prospectus, the risk factors set forth below are also specific risks, in the opinion of the Manager and the Sub-Manager, considered to be relevant

and presently applicable to the Sub-Fund.

#### *Active investment management risk*

The Manager employs an actively managed investment strategy for the Sub-Fund. The Sub-Fund does not seek to track any index or benchmark, and there is no replication or representative sampling conducted by the Manager. Instead, investments of the Sub-Fund will be based on the Manager's view of market conditions and international investment trends and environment. The Sub-Fund may fail to meet its objective as a result of the Manager's selection of investments for the Sub-Fund, and/or the implementation of processes which may cause the Sub-Fund to underperform as compared to prevailing money market rates or other money market funds with a similar objective.

Whilst it is the intention of the Manager to implement strategies which are designed to achieve the investment objective, there can be no assurance that these strategies will be successful. The Manager may not be successful in selecting the best-performing instruments or investment techniques. Accordingly, there is a risk that investors may not recoup the original amount invested in the Sub-Fund or may lose a substantial part or all of their initial investment.

#### *Equity market risk*

The Sub-Fund's investment in equity securities is subject to general market risks, whose value may fluctuate due to various factors, such as changes in investment sentiment, political and economic conditions and issuer-specific factors.

The Sub-Fund may invest in small and mid-capitalisation companies. The stocks of such companies may have lower liquidity and their prices are more volatile to adverse economic developments than those of larger capitalisation companies in general.

#### *Depository receipts risk*

Exposure to depository receipts including ADRs and GDRs may generate additional risks compared to a direct exposure to the underlying stocks, in particular the risk of non-segregation under applicable law of the depository bank who hold the underlying stock as collateral and its own assets. In case of bankruptcy of the depository bank, there could be a risk that the underlying shares would not be attributed to holders of depository receipts, although segregation is an integral part of the depository agreement regulating the issuance of the ADRs and GDRs. In such case, the most likely scenario would be the trading suspension and thereafter a freeze of the price of the depository receipts impacted by such bankruptcy event. Bankruptcy events in respect of the depository banks issuing the depository receipts may negatively affect the performance and/or the liquidity of the Sub-Fund. Also, depository receipts holders generally do not have the same right as the direct shareholders of the underlying stocks. The performance of depository receipts may also be impacted by the related fees, for example fees charged by banks for the custody of underlying assets of depository receipts. The Sub-Fund may also be subject to liquidity risk as depository receipts are often less liquid than the corresponding underlying stocks. These may negatively affect the performance and/or liquidity of the Sub-Fund.

#### *Sector concentration risk*

The Sub-Fund's investments are concentrated in the companies involved in the Metaverse Business, which may experience relatively higher volatility in price performance when compared to other economic sectors. The value of the Sub-Fund may be more volatile than that of a fund having a more diverse portfolio of investments and may be more susceptible to adverse economic, political, policy, foreign exchange, liquidity, tax, legal or regulatory event affecting the relevant sector.

## *Metaverse risk*

The Metaverse is a new theme. Some aspects of the Metaverse may be based on untested technologies. The risks that the Metaverse may present to companies involved in the Metaverse Business may not emerge until the technologies are more widely used. The Metaverse may expose users to fraud or scams as certain users or groups of users may engage in fraudulent activities or transactions through the dishonest or illegal use of technologies or services provided by companies involved in the Metaverse Business. Future regulatory developments could also affect the viability of the Metaverse and the business prospects of the companies involved in the Metaverse Business. The values of the companies involved in the Metaverse Business may not be a direct reflection of their connection to the Metaverse, and may be based on other business operations. The Metaverse may not exist on a scale that provides identifiable economic benefit to many or all of the companies involved in the Metaverse Business.

### *Risks related to companies involved in the Metaverse Business*

Many companies involved in the Metaverse Business have relatively limited operating histories. Prices of the securities of these companies have historically been more volatile than other securities, especially over the short term. Also, companies involved in the Metaverse Business generally face intense competition, both domestically and internationally, which may have an adverse effect on their profit margins. In addition, they may have limited markets, financial resources or personnel. Companies involved in the Metaverse Business may also be subject to the following risks:

**Changes in technology risk.** The profitability of companies involved in the Metaverse Business is particularly susceptible to product or service obsolescence due to rapid technological developments, frequent new product or service introduction and unpredictable changes in growth rates and competition for the services of qualified personnel. Failure to introduce new products or services which respond to market demands or development in a timely manner or to achieve general market acceptance for their products or services may have a material adverse effect on these companies' business performance and their profitability. The operating results of these companies may also be significantly affected by aggressive pricing and accelerated rate of technological developments.

**Regulatory risk.** The Metaverse Business is subject to increasing regulatory scrutiny, including laws and regulations with respect to privacy, data protection, content regulation, intellectual property and competition. These laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to business practices, monetary penalties, increased cost of operations or declines in user growth or user engagement or otherwise undermine the Metaverse Business. They may also delay or impede the development of new products and services. Compliance with the relevant laws and regulations can be costly and may require significant time and attention of the management and technical personnel. Any of these may have a material adverse impact on the business operations and/or profitability of the companies in which the Sub-Fund may invest and may in turn affect the Net Asset Value of the Sub-Fund.

**Intellectual property risk.** The business operations of companies involved in the Metaverse Business are heavily dependent on intellectual property and licences. There is no assurance that the steps taken by these companies are adequate to protect their intellectual property rights or to prevent the misappropriation of their technology or that their competitors will not independently develop technologies which are substantially equivalent to or more advanced than their technology. The cost of obtaining (or failing to obtain) patent approvals, the cost of litigating patent infringement, the loss of patent, copyright or trademark protection for products (which may significantly increase pricing pressures and can materially reduce profitability with respect to such products) or the loss or revocation of licences could result in undesirable legal, financial, operational and reputational consequences and may adversely affect their profitability.

**Governmental intervention risk.** Companies involved in the Metaverse Business are vulnerable to substantial governmental intervention, including restrictions on investments in or import/export of the

products of these companies if they are deemed sensitive to relevant national interests. In the event that investments in these companies and/or access to their products are restricted, whether in whole or in part and in one or more countries, the financial condition and operating results of these companies may be adversely affected.

**Significant capital investment risk.** As the markets in which companies involved in the Metaverse Business generally compete face rapidly evolving industry standards as well as frequent new service and product introductions and enhancements, these companies generally incur significant capital investments on the research and development of their products or services and may require substantial expenditures to improve or modify their services, products or infrastructure to adapt to rapid technological changes, which may result in competitive pressure on their capital costs and financial condition and in turn adversely affect their profit margins and may even result in significant operating losses in the foreseeable future. There is also no guarantee that the products or services developed by these companies will be successful or widely accepted by the general market or at all.

**Cyberattack risk.** Companies involved in the Metaverse Business are prone to failures of or breaches in cybersecurity, which include cyberattacks such as unauthorised access to digital systems through hacking or malicious software coding for the purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption, or outside attacks such as denial-of-service attacks through efforts to make network services unavailable to intended users. While companies may be susceptible to network security breaches in general, certain companies involved in the Metaverse Business may be particular targets of hacking and potential theft of proprietary or consumer information or disruptions in service. Such risks, if materialise, could result in substantial loss of business or user data or information and material adverse impact on their performance.

#### *Financial sector risk*

The Sub-Fund may invest in companies engaged in digital payments which may belong to the financial sector. Companies in the financial sector are subject to extensive governmental regulation, which may affect the scope of their activities, the prices they can charge and the amount of capital they must maintain. Governmental regulation may change frequently. The financial services sector is exposed to risks that may impact the value of investments in the financial services sector more severely than investments outside this sector, including operating with substantial financial leverage. The financial services sector may also be affected by fluctuations in interest rates, availability of money or asset valuations and conditions in other related markets. This may affect the performance of the Sub-Fund.

#### *Information technology sector risk*

Companies engaging in the Metaverse Business are often involved in development of new technology and are therefore affected by the risks affecting the information technology sector. Companies in the information technology sector face intense competition, both domestically and internationally, which may have an adverse effect on their profit margins. The products or services of these companies may become less competitive or obsolete due to technological advancements and frequent new product or service innovation in the industry, unpredictable changes in growth rates and competition for qualified and skilled personnel. Certain information technology companies may be reliant on limited product lines, markets, financial resources and/or certain key personnel. Other risk factors may include substantial capital investment requirements, increased government regulations and imposition of taxes. Price movements of company stocks within the information technology sector may be more volatile than other sectors.

#### *Robotics and artificial intelligence sector risk*

The Sub-Fund may invest in the equity securities of companies in the robotics and artificial intelligence sector and, as such, is particularly sensitive to risks to those types of companies. These risks include, but are not limited to, small or limited markets for such securities, changes in business

cycles, world economic growth, technological progress, rapid obsolescence, and government regulation. Securities of robotics and artificial intelligence companies, especially companies which have a relatively small market capitalisation and limited operating history, tend to be more volatile than securities of companies that do not rely heavily on technology. Rapid change to technologies that affect a company's products could have a material adverse effect on such company's operating results. Robotics and artificial intelligence companies may rely on a combination of patents, copyrights, trademarks and trade secret laws to establish and protect their proprietary rights in their products and technologies. There can be no assurance that the steps taken by these companies to protect their proprietary rights will be adequate to prevent the misappropriation of their technology or that competitors will not independently develop technologies that are substantially equivalent or superior to such companies' technology. Increasing global regulatory scrutiny in relation to the collection, storage and usage of data may also impede the development of new robotics and artificial intelligence products, hamper the commercial rollout of such products and affect the market demand.

Companies in the robotics and artificial intelligence sector also typically rely on heavy and significant spending on research and development, and there is no guarantee that the products produced by these companies will materialise into commercially successful products.

Furthermore, as the robotics and artificial intelligence sector may be deemed sensitive to national interests, the sector may be subject to government intervention, sanctions and trade protectionism. Companies in the robotics and artificial intelligence sector may be highly dependent upon government subsidies and incentives (including but not limited to preferential tax treatments) and contracts with government entities, and may be negatively affected if such subsidies are reduced, such preferential tax treatments expires or are discontinued, or contracts are unavailable due to changes in government policies.

The success of companies in the robotics and artificial intelligence sector is typically dependent on the companies' ability to maintain relationships with their technology partners. If a company's relationship with a technology partner were impaired or terminated, the company may not be able to enter into a new technology alliance on a timely basis or on commercially favourable terms, which could result in significant additional cost or disruptions to its businesses.

#### *Industrial sector risk*

Companies engaging in the Metaverse Business may be involved in the manufacturing of hardware or equipment which allow users to interact in the Metaverse, and therefore may also be subject to the risks affecting the industrial sector. The profitability of companies in the industrial sector may be affected by the supply of and demand for the specific product or service and the industrial sector in general. Government regulations, labour relations, world events, economic conditions, taxes, exchange rates, product liability claims and liability for environmental damage may affect the performance of companies in the industrial sector, and in turn affect the performance of the Sub-Fund.

#### *Semiconductor sector risk*

The Sub-Fund may invest in companies involved in the development and provision of semiconductors. The Sub-Fund is therefore subject to the risk that companies that are in the semiconductor industry may be particularly affected by certain factors as specified below, which may, in certain circumstances, cause the value of securities of all companies within the semiconductor sector of the market to deteriorate. Specific factors faced by semiconductor companies which may affect the value of their securities include, but are not limited to, domestic and international competition pressures (including competition from subsidised foreign competitors with lower production costs), rapid obsolescence of products as a result of the fast-developing nature of the semiconductor industry, the economic performance of the customers of semiconductor companies which may in turn affect the growth and market outlook of the semiconductor industry, capital equipment expenditures which could be substantial and suffer from rapid obsolescence and potential shortages of raw materials or equipment which could result in an increase in prices of raw materials or equipment, longer delivery time of

products or even production stoppage. Companies in the semiconductor sector also typically rely on heavy and significant spending on research and development, and there is no guarantee that the products produced by these companies will materialise into commercially successful products.

Furthermore, as the semiconductor sector may be deemed sensitive to national interests, the sector may be subject to government intervention, sanctions and trade protectionism. Companies in the semiconductor sector may be highly dependent upon government subsidies and incentives (including but not limited to preferential tax treatments) and contracts with government entities, and may be negatively affected if such subsidies are reduced, such preferential tax treatments expires or are discontinued, or contracts are unavailable due to changes in government policies.

The success of companies in the semiconductor sector is typically dependent on the companies' ability to maintain relationships with their technology partners. If a company's relationship with a technology partner were impaired or terminated, the company may not be able to enter into a new technology alliance on a timely basis or on commercially favourable terms, which could result in significant additional cost or disruptions to its businesses.

The semiconductors sector is also characterised by cyclical market patterns and periodic overcapacity. Business conditions in this industry may change rapidly from periods of production shortages and strong demand to periods of weak demand. Any future downturn in the industry could harm the business and operating results of semiconductor companies.

The stock prices of companies in the semiconductor sector have been and likely will continue to be extremely volatile.

#### *Video games and e-sports sector risk*

Video games and e-sports companies face intense competition, both domestically and internationally, may have limited product lines, markets, financial resources or personnel, may have products that face rapid obsolescence, and are heavily dependent on the protection of patent and intellectual property rights. Video games and e-sports companies may be dependent on one or a small number of product or product franchises for a significant portion of their revenue and profits. They may also be subject to shifting consumer preferences, including preferences with respect to gaming console platforms, and changes in consumer discretionary spending. Such factors may adversely affect the profitability and value of these companies. Video games and e-sports companies are also subject to increasing regulatory constraints, particularly with respect to cybersecurity and privacy, and may be subject to sophisticated intellectual property infringement schemes and piracy efforts. These companies may be subject to specific government regulations which may negatively impact the businesses of these companies and may cause them to incur substantial costs to change business practices in compliance with any such regulations. In addition, video games and e-sports companies depend heavily on their brand name and distinctive logo as well as their reputation in the gamer community and among millennials for their sales and future growth. All of these may affect the companies which are directly related to or involved in the video games and e-sports sector, as well as companies which are indirectly related to the sector (including companies providing ancillary services to companies in this sector), and may in turn affect the value of the Sub-Fund's investments in these companies.

#### *Communication services sector risk*

The Sub-Fund may invest in companies involved in the communication services sector and is therefore subject to the risks which such sector may face. Communication services companies are particularly vulnerable to the potential obsolescence of products and services due to technological advancement and the innovation of competitors. Companies in the communication services sector may also be affected by other competitive pressures, such as pricing competition, as well as research and development costs, substantial capital requirements and government regulation. Additionally, fluctuating domestic and international demand, shifting demographics and often unpredictable



changes in consumer tastes can drastically affect a communication services company's profitability. While all companies may be susceptible to network security breaches, certain companies in the communication services sector may be particular targets of hacking and potential theft of proprietary or consumer information or disruptions in service, which could have a material adverse effect on their businesses.

#### *Entertainment industry risk*

Companies involved in the Metaverse Business may include companies offering and/or producing entertainment content streamed online as well as producers of interactive gaming products and educational software used primarily in the home, which are involved in the entertainment industry. Companies in the entertainment industry can be significantly affected by several factors, including fierce competition in the industry, particularly in formulation of products and services using new technologies, cyclicalities of revenues and earnings, a potential decrease in the discretionary income of targeted individuals, changing consumer tastes and interests as well as the potential increase in government regulation. Products or services offered by companies in the entertainment industry may become obsolete quickly. Also, advertising spending can be an important revenue source for entertainment companies. However, during economic downturns, advertising spending typically decreases and, as a result, entertainment companies tend to generate less revenue. Moreover, a weakening general economy can lead to a decrease in consumer spending on subscription-based services provided by entertainment companies. These may affect the business and/or profitability of the entertainment companies in which the Sub-Fund invests and may in turn adversely affect the value of investment of the Sub-Fund.

#### *Consumer discretionary sector risk*

The companies involved in Metaverse Business in which the Sub-Fund may invest may belong to the consumer discretionary sector. The performance of companies in the consumer discretionary sector are correlated to the growth rate of the consumer market, individual income levels and their impact on levels of domestic consumer spending, which in turn depend on the worldwide economic conditions. There are many factors affecting the level of consumer spending, including but not limited to interest rates, currency exchange rates, economic growth rate, inflation, deflation, political uncertainty, taxation, stock market performance, unemployment level and general consumer confidence. Any future changes in the economy or shifts in consumer spending in the relevant market may materially affect the business of the companies in the consumer discretionary sector. This may affect the performance of the Sub-Fund.

#### *Technology theme risks*

The Sub-Fund has high exposure to at least one of these themes which relate to technology: augmented/virtual reality, fintech (such as blockchain, NFTs and digital payments) and digital infrastructure (such as cloud computing). Many of the companies with a high business exposure to a technology theme have a relatively short operating history. Rapid changes could render obsolete the products and services offered by these companies and cause severe or complete declines in the prices of the securities of those companies. Additionally, companies with one of these technology themes may face dramatic and often unpredictable changes in growth rates and competition for the services of qualified personnel. There may be substantial government intervention in the technology industry, including restrictions on investment in internet and technology companies if such companies are deemed sensitive to relevant national interests. Some governments have sought, and may in the future seek, to censor content available through internet, restrict access to products and services offered by these companies from their country entirely or impose other restrictions that may affect the accessibility of such products and services for an extended period of time or indefinitely. In the event that access to the internet products and services is restricted, in whole or in part, in one or more countries, the ability of such companies to retain or increase their user base and user engagement may be adversely affected, and their operating results may be harmed.

The technology business is subject to complex laws and regulations including privacy, data protection, content regulation, intellectual property, competition, protection of minors, consumer protection and taxation. These laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to the business practices, monetary penalties, increased cost of operations or declines in user growth, user engagement or advertisement engagement, or otherwise harm the technology business. They may also delay or impede the development of new products and services. Compliance with these existing and new laws and regulations can be costly and may require significant time and attention of management and technical personnel. These companies are also subject to the risks of loss or impairment of intellectual property rights or licences, cyber security risks resulting in undesirable legal, financial, operational and reputational consequences.

All these may have an impact on the business and/or profitability of the technology companies that may be invested by the Sub-Fund and this may in turn affect the Net Asset Value of the Sub-Fund.

#### *Past performance risk*

As a result of the change in investment objective and strategy on 6 September 2022, past performance of the Sub-Fund prior to such date was achieved under circumstances that no longer apply. Investors should exercise caution when considering the past performance of the Sub-Fund prior to 6 September 2022.

#### *Reliance on the Sub-Manager risk*

Although the Manager has experience of managing SFC authorised funds, the Manager has limited experience of managing exchange traded funds. It has delegated the investment discretion of the Sub-Fund to the Sub-Manager and will rely on the Sub-Manager's expertise and systems for the Sub-Fund's investments. Any disruption in the communication with or assistance from the Sub-Manager or a loss of service of the Sub-Manager or any of its key personnel may adversely affect the operations of the Sub-Fund.

#### *Investing in other ETFs risk*

The ETFs in which the Sub-Fund may invest into may not be regulated by the SFC. Investing in other ETFs may expose the Sub-Fund to the following risks:

Additional fees associated with investing in other ETFs: The value of the shares or units of the ETFs will take into account their fees and expenses, including fees (in some cases including performance fees) charged by their management companies or investment managers. Some ETFs may also impose fees or levies which may be payable by the Sub-Fund when it subscribes to or redeems out of such ETFs in the primary market. There may also be certain fees or levies associated with trading of units or shares of such ETFs. Whilst the Manager will take the level of any such fees into account when deciding whether or not to invest, investors should nevertheless be aware that investing into other ETFs may involve another layer of fees, in addition to the fees charged by the Sub-Fund.

Investment objective risk: Although the Manager will use due diligence procedures to select and monitor such other ETFs, the Sub-Fund does not have control over the investments of these ETFs, and there can be no assurance that an ETF's investment strategy will be successful or that its investment objective will be achieved.

Conflicts of interest risk: The Sub-Fund may from time to time invest in other funds managed by the Manager or Connected Persons of the Manager. In such circumstances, in accordance with the Sub-Fund's investment restrictions, all initial charges and redemption charges on the ETF must be waived for the Sub-Fund and the Manager or any person acting on behalf of the Sub-Fund or the Manager may not obtain a rebate on any fees or charges levied by the ETF or its manager or any quantifiable monetary benefits in connection with investments in any such ETF. However, despite such measures, conflicts of interest may nevertheless arise out of such investments, and in such event the Manager

will use its best endeavours to avoid and resolve such conflicts fairly.

Liquidity risks: There is also no guarantee that the ETFs will always have sufficient liquidity to meet the Sub-Fund's redemption requests in the primary market as and when they are made.

#### *Eurozone risk*

In light of ongoing concerns on the sovereign debt risk of certain countries within the Eurozone, the Sub-Fund's investments in the region may be subject to higher volatility, liquidity, currency and default risks. Any adverse events, such as credit downgrade of a sovereign or exit of EU members from the Eurozone, may have a negative impact on the value of the Sub-Fund.

#### *Distributions out of or effectively out of capital risk*

The Manager may, at its discretion make distributions out of capital. The Manager may also, at its discretion, make distributions out of gross income while all or part of the fees and expenses of the Sub-Fund are charged to/paid out of the capital of the Sub-Fund, resulting in an increase in distributable income for the payment of distributions by the Sub-Fund and therefore, the Sub-Fund may effectively pay distributions out of the capital. Payment of distributions out of capital or effectively out of capital amounts to a return or withdrawal of part of an investor's original investment or from any capital gains attributable to that original investment. Any distributions involving payment of distributions out of or effectively out of the Sub-Fund's capital may result in an immediate reduction of the Net Asset Value per Unit. The Manager may amend its distribution policy subject to the SFC's prior approval and by giving not less than one month's prior notice to Unitholders.

### **The offering phases**

#### *After Listing*

Dealings in the Listed Class of Units on the SEHK commenced on 16 June 2020.

The current Dealing Deadline After Listing is 12:30 p.m. (Hong Kong time) (in respect of cash Creation and Redemption Applications) or 5:30 p.m. (Hong Kong time) (in respect of in-kind Creation and Redemption Application) on the relevant Dealing Day, or such other time as the Manager (with the approval of Trustee) may determine on any day when the trading hours of the SEHK are reduced.

Applications for creation of Units may be made by way of cash Creation Application (in USD) or in-kind Creation Application. Settlement for subscribing for Units is due at the time specified in the Operating Guidelines on the relevant Dealing Day in accordance with the Operating Guidelines.

The attention of investors is drawn to the section entitled "The Offering Phases" in Schedule 1 of Part 1 of this Prospectus.

#### *Dual Counter*

The Manager has arranged for the Units of the Sub-Fund to be available for trading on the secondary market on the SEHK under a Dual-Counter arrangement. Units are denominated in USD. The Sub-Fund offers 2 trading counters on the SEHK (i.e. HKD counter and USD counter) to investors for secondary trading purposes. Units traded in HKD counter will be settled in HKD and Units traded in USD counter will be settled in USD. Apart from settlement in different currencies, the trading prices of Units in the counters may be different as the different counters are distinct and separate markets.

Units traded on each counter are of the same class and all Unitholders of all counters are treated equally. The counters will have different stock codes (as set out in the section "Key Information" above), different stock short names and different ISIN numbers.

Normally, investors can buy and sell Units traded in the same counter or alternatively buy in one counter and sell in the other counter provided their brokers provide HKD and USD trading services at the same time and offer inter-counter transfer services to support Dual-Counter trading. Inter-counter buy and sell is permissible even if the trades take place within the same trading day. However, investors should note that the trading price of Units traded in each counter may be different and may not always maintain a close relationship depending on factors such as market demand and supply and liquidity in each counter.

Investors should consult their brokers if they have any questions concerning fees, timing, procedures and the operation of the Dual-Counter, including inter-counter transfers. Investors' attention is also drawn to the risk factor above entitled "Risks Associated with Dual-Counter".

#### *Exchange Listing and Trading (Secondary Market)*

Units are neither listed nor dealt on any other stock exchange and no application for such listing or permission to deal is being sought as at the date of this Prospectus. Application may be made in the future for a listing of Units on one or more other stock exchanges. Investors' attention is drawn to the section entitled "Exchange Listing and Trading (Secondary Market)" in Schedule 1 to Part 1 of this Prospectus for further information.

Dealings on the SEHK in Units traded in HKD and USD began on 16 June 2020. Units will trade on the SEHK in board lots of 10 Units.

#### *Redemptions*

Units can be redeemed directly (through a Participating Dealer). Redemption proceeds may be paid in cash (in USD) or in-kind. Any accepted Redemption Application will be effected by the payment of cash or transfer of Securities (as the case may be) in accordance with the Operating Guidelines and the Trust Deed.

#### **Distribution policy**

The Manager may declare and distribute net dividends to Unitholders at the Manager's discretion. There is no guarantee to the payment of distributions or frequency of payment. The Manager will make an announcement prior to any distribution in respect of the relevant distribution amount in USD only. Distributions may be made out of capital as well as income at the Manager's discretion. The Manager may also, at its discretion, pay dividend out of gross income while all or part of the fees and expenses of the Sub-Fund are charged to/paid out of the capital of the Sub-Fund, resulting in an increase in distributable income for the payment of dividends by the Sub-Fund and therefore, the Sub-Fund may effectively pay dividend out of capital.

Each Unitholder will receive distributions in USD only. Unitholders may have to bear the fees and charges associated with the conversion of such dividend from USD into HKD or any other currency. Unitholders are advised to check with their brokers regarding arrangements for distributions.

Distribution payment rates in respect of Units will depend on factors beyond the control of the Manager or Trustee including, general economic conditions, and the financial position and dividend or distribution policies of the relevant underlying entities. There can be no assurance that such entities will declare or pay dividends or distributions.

Payment of distributions out of capital or effectively out of capital amounts to a return or withdrawal of part of an investor's original investment or from any capital gains attributable to that original investment. Any distributions involving payment out of or effectively out of the Sub-Fund's capital may result in an immediate reduction in the Net Asset Value per Unit.

The composition of distributions payable on Units (i.e. the relative amounts of distributions paid and

the percentages of dividends out of (i) net distributable income and (ii) capital), if any, for the last 12 months are available from the Manager on request and are also published on the website [www.nikkoam.com.hk/etf/metaverse-theme-active-etf](http://www.nikkoam.com.hk/etf/metaverse-theme-active-etf). The Manager may amend the Sub-Fund's distribution policy with respect to the distributions out of capital or effectively out of capital of the Sub-Fund subject to the SFC's prior approval and by giving not less than one month's prior notice to Unitholders.

### **Fees and expenses**

The Manager is entitled to receive out of the assets of the Sub-Fund a maximum management fee of up to 0.95% per annum of the Net Asset Value of the Units. Any increase over this maximum rate will be subject to SFC's prior approval. The current management fee is 0.75% per annum of the Net Asset Value of the Units and is accrued daily and calculated as at each Dealing Day and payable monthly in arrears. The fees payable to the Sub-Manager are included in the management fee.

Please refer to the section "Fees and Expenses" in Part 1 of the Prospectus for other fees and expenses payable in respect of the Units.

#### *Trustee's fee*

The Trustee is entitled to receive out of the Sub-Fund a fee of up to 1% per annum of the Net Asset Value of the Sub-Fund (the "**Trustee's Fee**"). The current Trustee's Fee is calculated as a percentage per annum of the Net Asset Value of the Sub-Fund at a rate of up to 0.095% per year of the Net Asset Value (subject to a minimum of USD38,000 per annum), inclusive of fees payable to the Global Custodian, Fund Accountant and Registrar, accrued daily and calculated as at each Dealing Day and payable monthly in arrears.

The Global Custodian, the Fund Accountant and the Registrar are entitled to receive a fee out of the Sub-Fund, as well as various transaction, processing, valuation fees and other applicable fees as agreed with the Manager from time to time and to be reimbursed by the Sub-Fund for all out-of-pocket expenses (including sub-custody fees and expenses) properly incurred in the performance of their duties.

The Trustee's Fee may be increased by agreement with the Manager up to the maximum on giving one month's notice to Unitholders.

The Trustee shall also be entitled to be reimbursed out of the assets of the Sub-Fund all out-of-pocket expenses incurred.

### **Appendix dated 28 April 2023**

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## 基金說明書

- 日興資產管理香港ETF基金系列
  - 日興資產管理環球互聯網ETF
  - 日興資產管理元宇宙主題主動型ETF

2023年4月28日

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重要資料：如對本基金說明書的內容有任何疑問，應諮詢閣下的股票經紀、銀行經理、律師、會計師或其他財務顧問以取得獨立財務意見。

投資者應注意，本基金說明書與可同時提供交易所買賣單位類別及非上市（非交易所買賣）單位類別的子基金有關。

# 日興資產管理香港ETF基金系列

（根據香港法例第 571 章《證券及期貨條例》第 104 條獲認可之香港傘子單位信託）

## 基金說明書

管理人

日興資產管理香港有限公司

2023 年 4 月 28 日

香港交易及結算所有限公司（「香港交易所」）、香港聯合交易所有限公司（「香港聯交所」）、香港中央結算有限公司（「香港結算」）及香港證券及期貨事務監察委員會（「證監會」）對本基金說明書的內容概不負責，亦不對其準確性或完整性作出任何聲明，並明確表示，概不對因本基金說明書全部或任何部分內容而產生或因依賴該等內容而引致的任何損失承擔任何責任。本基金說明書第二部分所載的信託及子基金已各自獲證監會認可為集體投資計劃。證監會的認可不是對計劃作出推介或認許，亦不是對計劃的商業利弊或表現作出保證，更不代表該計劃適合所有投資者，或認許該計劃適合任何特定投資者或類別投資者。

## 重要資料

本基金說明書乃就於香港發售日興資產管理香港ETF基金系列（「信託」）及其子基金（「子基金」）的單位（「單位」）而編製。信託為根據香港法律依據日興資產管理香港有限公司（「管理人」）與BNP Paribas Trust Services (Hong Kong) Limited（作為先前受託人）於2019年8月27日訂立的信託契據（經不時修訂及／或補充，包括經受託人退任及委任契據修訂，據此BNP Paribas Securities Services（透過其香港分行行事）（作為先前受託人）曾自2021年8月30日起獲委任為信託的受託人，以取代BNP Paribas Trust Services (Hong Kong) Limited，及其後經補充契據，據此BNP Paribas（透過其香港分行行事）（「受託人」）自2022年10月1日起獲委任為信託的受託人，以取代BNP Paribas Securities Services（透過其香港分行行事）（統稱為「信託契約」）而成立的傘子單位信託。

信託可設立子基金（各自為「子基金」），而據此將會發行一個或多個獨立類別的單位。如有附錄有所指明，子基金可發行交易所買賣單位類別（「上市類別單位」）及／或非上市（非交易所買賣）單位類別（「非上市類別單位」）。

編製本基金說明書所載資料的目的乃為協助潛在投資者就投資子基金作出知情決定。本基金說明書載有關於各子基金的重要資料，而相關子基金的單位乃根據本基金說明書發售。管理人亦刊發產品資料概要，當中載明各子基金的主要特徵及風險，該產品資料概要構成本基金說明書的一部分，並應與本基金說明書一併閱讀。就同時發行上市類別單位及非上市類別單位的子基金而言，將可就發售予香港投資者的每個類別提供各自的產品資料概要。

管理人對本基金說明書及各子基金的產品資料概要所載資料的準確性承擔全部責任，並於作出一切合理查詢後確認，據其所知及所信，本基金說明書及任何產品資料概要並無遺漏任何其他事實，致使其中所載任何陳述產生誤導。

管理人亦確認，本基金說明書所載詳情乃遵照《單位信託及互惠基金守則》（「守則」）及《證監會有關單位信託及互惠基金、與投資有關的人壽保險計劃及非上市結構性投資產品的手冊》內「重要通則」以及（僅就上市類別單位而言）《香港聯合交易所有限公司證券上市規則》之規定載列有關各子基金單位的資料。受託人並不負責編製本基金說明書，因此除「信託及子基金的管理」一節中「受託人及登記處」段落以及（如適用）任何附錄中「受託人及登記處」之下與受託人自身有關的資料外，概不就本基金說明書披露的任何資料向任何人士承擔責任。

各子基金均屬於守則第8.6章或8.10章界定的基金。信託及各子基金在香港獲證監會根據《證券及期貨條例》第104條認可。證監會不對信託或任何子基金的財務穩健性或本基金說明書所作任何聲明或所表述意見的正確性負責。證監會的認可不是對計劃作出推介或認許，亦不是對計劃的商業利弊或表現作出保證，更不代表該計劃適合所有投資者，或認許該計劃適合任何特定投資者或類別投資者。

閣下應根據適當情況諮詢閣下的財務顧問或稅務顧問並尋求法律意見，以確定是否需要取得任何政府或其他同意或須辦理其他手續方能購買單位，了解任何稅務後果、外匯限制或外匯管制規定是否恰當，以及確定投資於子基金是否適合閣下。

日興資產管理環球互聯網ETF的單位及日興資產管理元宇宙主題主動型ETF的上市類別單位已在香港聯交所開始買賣。日興資產管理環球互聯網ETF的單位及日興資產管理元宇宙主題主動型ETF的上市類別單位已獲香港中央結算有限公司（「香港結算」）接納為合資格證券，可在中央結算及交收系統（「中央結算系統」）寄存、結算及交收。

參與者之間在香港聯交所進行的交易，須在交易日之後的第二個中央結算系統交收日於中央結算系統進行交收。在中央結算系統進行的所有活動均須遵守不時生效的《中央結算系統一般規則》及《中央結算系統運作程序規則》。

管理人並無採取任何行動以獲准在香港以外的任何司法管轄區發售單位或派發本基金說明書，因此，本基金說明書並不構成在任何未獲授權發售單位的司法管轄區內向任何人士作出發售或招攬，或倘向任何人士作出有關發售或招攬屬違法，則本基金說明書亦不構成向其作出發售或招攬。單位並未亦不會根據《1933年美國證券法》（經修訂）（「《證券法》」）或任何其他美國聯邦或州法例註冊，且除於不違反《證券法》的交易中外，不可直接或間接於美利堅合眾國或其任何領土或為美國人士（定義見《證券法》S規例）利益發售或出售。信託及各子基金並未亦不會根據《1940年美國投資公司法》（經修訂）註冊為投資公司。單位不得由(i)受《1974年美國僱員退休收入保障法》（經修訂，「ERISA」）第1部分規限的僱員福利計劃（定義見ERISA第3(3)條）；(ii)受《1986年美國國內稅收法》（經修訂）（「《國內稅收法》」）第4975條規限的計劃（定義見《國內稅收法》第4975(e)(1)條）；(iii)受與ERISA或《國內稅收法》第4975條大致類似的任何其他法例、法規、規則或限制（「類似法例」）規限的計劃，或(iv)其資產就ERISA、《國內稅收法》第4975條或類似法例而言被視為包含僱員福利計劃或上述計劃之資產的實體（除非購買、持有及處置單位不會違反ERISA、《國內稅收法》第4975條及任何適用類似法例的規定）購買或擁有。

單位並無獲美國證券交易委員會（「證交會」）或美國任何其他監管機構批准或否定，而證交會或美國任何其他監管機構亦無鑒定本基金說明書的準確性或適當性或單位的優點。作出任何與上述內容相反的聲明屬刑事罪行。

美國商品期貨交易委員會（「商交會」）並無審閱或批准信託的是次發售或任何發售備忘錄。

本基金說明書不得向美國派發。在若干其他司法管轄區內亦可能被禁止派發本基金說明書及進行單位的發售。

除在不違反美國證券法的交易中進行外，單位不能直接或間接地在美利堅合眾國（包括其領土和屬地）向「美國人士」（定義見證交會採用的美國「S規例」）或為「美國人士」的利益發售或出售。

管理人可對屬任何「美國人士」的單位持有人施加限制，並且實施(i)強制贖回單位，或(ii)轉讓由該名「美國人士」持有的單位。

上述權力適用於以下任何人士：(a)看來已直接或間接違反任何國家或政府當局的法律或法規的人士，或(b)管理人認為可能導致有關子基金蒙受子基金本來不會招致或蒙受的任何不利情況的人士。

「美國人士」指：(a)任何居於美國的自然人士；(b)任何根據美國法律組建或成立的合夥商行或公司；(c)其遺囑執行人或遺產管理人是美國人士的遺產；(d)其任何受託人是美國人士的信託；(e)位於美國的非美國實體的任何代理機構或分支；(f)任何由證券商或其他受信人為美國人士的利益或為美國人士而持有的任何全權委託帳戶或同類帳戶（並非遺產或信託）；(g)任何由在美國組建、成立或（如屬個人）居住的證券商或其他受信人持有的任何全權委託帳戶或同類帳戶（並非產業或信託）；及(h)任何有以下情況的合夥商行或公司：(i)根據任何美國境外的司法管轄區法律組建或註冊成立的，及(ii)由美國人士主要為投資於並非根據《證券法》登記的證券而成立的，除非該合夥商行或公司是由並非自然人、遺產或信託的合資格投資者（定義見《證券法》第501(a)條）所組建或成立並且擁有。

此外，除非本基金說明書連同各子基金的最近期年度財務報表（如有）及其最近期中期報告（以較後者為準）一併派發，否則不得派發本基金說明書。

閣下應注意，本基金說明書的任何修訂或增編僅會於信託網站([www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf))刊登，惟該網站及本基金說明書所提述任何其他網站的內容均未經證監會審閱。本基金說明書可能提述該等網站所載的資料及材料。有關資料及材料並不構成本基金說明書的一部分，且並未經證監會或任何監管機構審閱。投資者應注意，該等網站提供的資料可能會定期更新及變更，而不會另行通知任何人士。

投資涉及風險，投資者應注意其投資可能蒙受損失。概不保證相關子基金的投資目標將會達致。在作出投資決定前，投資者應閱覽基金說明書，尤其「風險因素」一節及有關附錄內「特定風險因素」一節。

請注意，本基金說明書須連同相關附錄及／或有關信託特定子基金的本基金說明書的增編一併閱讀。附錄及／或增編載列有關子基金的詳情（或會包括（但不限於）子基金的特定資料及適用於子基金的額外條款、條件及限制）。附錄及／或增編的條文對本基金說明書作補充。

#### 詢問及投訴

投資者如對信託（包括任何子基金）產生任何疑問或作出任何投訴，可透過按本基金說明書內參與方名錄所載的地址，或於正常辦公時間內致電+852 3940 3900聯絡管理人。

## 參與方名錄

管理人  
日興資產管理香港有限公司  
香港  
中環  
德輔道中60-68號  
萬宜大廈24樓

受託人  
**BNP Paribas** (透過其香港分行行事)  
註冊地址：  
香港  
中環  
金融街8號  
國際金融中心二期 60-63 樓

通訊地址：  
香港  
鰂魚涌  
英皇道979號  
太古坊電訊盈科中心 21 樓

副管理人  
**Nikko Asset Management Asia Limited**  
12 Marina View, #18-02 Asia Square Tower 2  
Singapore 018961

登記處  
**BNP Paribas** (透過其香港分行行事)  
註冊地址：  
香港  
中環  
金融街8號  
國際金融中心二期 60-63 樓

通訊地址：  
香港  
鰂魚涌  
英皇道979號  
太古坊電訊盈科中心21樓

全球託管人  
**BNP Paribas** (透過其新加坡分行行事)  
20 Collyer Quay  
#01-01 Tung Centre  
Singapore 049319

管理人的法律顧問  
西盟斯律師事務所  
香港  
鰂魚涌  
英皇道979號  
太古坊一座30樓

基金會計師  
**BNP Paribas** (透過其新加坡分行行事)  
20 Collyer Quay  
#01-01 Tung Centre  
Singapore 049319

核數師  
羅兵咸永道會計師事務所  
香港  
中環  
皇后大道中15號  
公爵大廈21樓  
服務代理  
香港證券兌換代理服務有限公司  
香港  
中環  
港景街1號  
國際金融中心一期10樓

上市代理  
浩德融資有限公司  
香港  
中環

永和街21號

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## 第一部分 - 有關信託及子基金的一般資料

本基金說明書第一部分載有有關信託及根據信託成立的所有子基金（一隻或多隻）的資料。

此第一部分所呈列的資料應與本基金說明書第二部分相關附錄中就特定子基金呈列的資料一併閱讀。如本基金說明書第二部分所載資料與第一部分所呈列的資料相衝突，則以第二部分相關附錄所載資料為準，惟此僅適用於相關附錄的特定子基金。請參閱第二部分「有關各子基金的具體資料」以查詢額外資料。

## 定義

於本基金說明書（包括任何子基金的相關附錄）內，除文義另有所指外，下列表述具有以下涵義。

「上市後」指就上市類別單位而言，從上市日期開始持續至有關上市類別單位終止為止的期間。

「附錄」指本基金說明書的附錄，當中載列適用於某一子基金之具體資料。

「申請」指就上市類別單位而言，參與證券商根據運作指引、相關參與協議以及信託契據條款所載的單位增設及贖回程序，提出增設或贖回單位的申請。

「申請單位」指就上市類別單位而言，本基金說明書所列明的單位數目，或管理人釐定（經受託人批准並知會參與證券商）之單位的其他數目。

「營業日」指就某一子基金而言，除非管理人及受託人另行協定，否則為(a)(i)香港聯交所開市進行正常交易的日子；及(ii)相關指數或子基金所包含的證券在相關市場開市進行正常交易的日子；或(iii)如相關市場超過一個，則為管理人所指定的市場開市進行正常交易的日子；及(b)（如適用）編製及公佈相關指數的日子，或管理人及受託人可能不時協定的其他一個或多個日子，惟倘因懸掛八號或以上颱風訊號、發出黑色暴雨警告或其他類似事件，而導致相關市場於上述任何日子縮短正常交易時間，則該日不視為營業日，除非管理人及受託人另行協定。

「取消補償」指就上市類別單位而言，參與證券商因為違約或增設申請或贖回申請取消（如信託契據、參與協議及／或於作出相關增設申請或贖回申請時適用的運作指引所載）而就子基金應付的金額。

「中央結算系統」指香港結算設立及運作的中央結算及交收系統或香港結算或其接替機構運作的任何接替系統。

「中央結算系統交收日」指《中央結算系統一般規則》所界定的詞彙「交收日」。

「類別」指或會就子基金發行的任何一個單位類別。

「類別貨幣」指就上市類別單位而言，子基金的有關基礎貨幣或管理人可能根據信託契據就有關單位類別指定的其他賬戶貨幣。

「守則」指證監會頒佈的《單位信託及互惠基金守則》（經不時修訂或取代）。

「關連人士」具備守則所載列的涵義，於本基金說明書日期，就一間公司而言，指：

- (a) 直接或間接實益擁有該公司普通股股本20%或以上，或可直接或間接行使該公司總投票權20%或以上的任何人士或公司；或
- (b) 受符合上文(a)項一項或全部兩項說明的人士控制的任何人士或公司；或
- (c) 與該公司屬同一集團的任何成員；或
- (d) 該公司或其符合上文(a)、(b)或(c)項界定的任何關連人士的任何董事或高級人員。

「兌換代理協議」指由管理人、兌換代理與香港結算訂立而據此兌換代理與管理人協定就子基金的上市類別單位提供服務的協議。

「增設申請」指就上市類別單位而言，參與證券商根據運作指引及信託契據提出按申請單位數目增設及發行單位的申請。

「交易日」指就某一子基金而言，該基金存續期間的每個營業日，及／或管理人與受託人協商後不時釐定的其他一個或多個日子。

「交易截止時間」指就某一子基金及某個交易日而言，子基金附錄所指定各交易日的時間，或管理人與受託人協商後不時釐定的其他時間或日子。

「受託人退任及委任契據」指管理人、BNP Paribas Trust Services (Hong Kong) Limited 與 BNP Paribas Securites Services (透過其香港分行行事) 於 2021 年 6 月 9 日就受託人退任及委任而訂立的補充契據，據此 BNP Paribas Securites Services (透過其香港分行行事) (作為先前受託人) 曾獲委任為信託的受託人，以取代 BNP Paribas Trust Services (Hong Kong) Limited。

「違約」指參與證券商未能：

- (a) 就增設申請而言，交付必要的證券及／或任何相關現金金額；或
- (b) 就贖回申請而言，交付贖回申請中要求贖回的單位及／或相關現金金額。

「存託財產」指就子基金而言，受託人於已收或應收的，當其時在信託契據的條款規限下為有關子基金以信託方式持有或被視為持有的一切資產（包括收入財產），惟不包括(i)記入該子基金分派帳戶貸方的收入財產（就其賺取的利息除外）及(ii)當其時記入該子基金分派帳戶貸方的任何其他款項。

「雙櫃台」指就上市類別單位而言，以兩種貨幣（港元及美元）交易的子基金單位在香港聯交所分別獲編配不同的股份代號，並如本基金說明書相關附錄所述獲准在中央結算系統內以多於一種合資格貨幣（港元及美元）寄存、結算及交收的工具。

「稅項及徵費」指就任何特定交易或買賣而言，構成、增加或減少存託財產或增設、發行、轉讓、註銷或贖回單位或收購或出售證券而產生，或因其他緣故就有關交易或買賣（無論於交易或買賣之前、之時或之後）成為或可能須予支付的所有印花稅及其他稅項、稅款、政府徵費、經紀佣金、銀行收費、轉讓費用、註冊費用、交易徵費以及其他稅項及費用，包括但不限於就發行或贖回單位而言，管理人或受託人因向信託補償或發還以下差額而釐定的費用金額或費率（如有）：(a)發行或贖回單位時為信託基金的證券估值所採用的價格；與(b)就發行單位而言，倘有關證券乃由信託以於發行單位時所收取的現金購入，則為購買該等證券所採用的價格；另就贖回單位而言，倘有關證券乃由信託出售以變現信託於贖回單位時所須自信託基金支付的現金，則為出售該等證券所採用的價格。為免生疑問，在計算認購與贖回價格時，稅費及收費可能包括（如適用）買賣差價的任何撥備（以計入計算資產淨值時估算的資產價格與該等資產於認購時的估算買價或於贖回時的估算賣價兩者之間的差額），但可能不會包括（如適用）就單位買賣應付給代理的任何佣金或在確定單位資產淨值時考慮在內的任何佣金、稅款、收費或費用。

「產權負擔」指任何按揭、押記、抵押、留置權、第三方權利或權益、任何其他產權負擔或任何類型擔保權益或具有類似影響的其他類型優先安排（包括但不限於所有權轉讓或保留安排），惟由相關結算系統／託管機構的條款施加或由參與證券商協議、信託契據或管理人、受託人及相關參與證券商訂立的任何協議的條款所設立的任何產權負擔或擔保權益除外。

「同集團內實體」指就根據國際認可會計準則編製綜合財務報表而言，所涉及的同一集團所包含的實體。

「延期費」指就上市類別單位而言，管理人應參與證券商要求批准參與證券商就增設申請或贖回申請延期交收時，參與證券商每次須就此向受託人支付的費用。

「金融衍生工具」指金融衍生工具。

「財務匯報局」指財務匯報局或其繼任者。

「港元」指香港的法定貨幣港元。

「香港交易所」指香港交易及結算所有限公司或其接替機構。

「香港結算」指香港中央結算有限公司或其接替機構。

「香港」指中國香港特別行政區。

「政府及其他公共證券」具有守則所載的涵義。

「香港財務報告準則」指香港財務報告準則。

「收入財產」指就某一子基金而言，(a)管理人就整體或個別情況向核數師諮詢後視為屬收入性質(包

括退稅款項（如有）而由受託人就有關子基金的存託財產所收取或應收取的所有利息、股息及其他款項（不論為現金或不限於以認股權證、支票、貨幣、信貸或其他方式或以除現金以外形式收取的任何收入財產出售或轉讓所得款項）；(b)受託人就本定義(a)、(c)或(d)項所收取或應收取的所有利息及其他款項；(c)受託人就申請而為子基金所收取或應收取的所有現金付款；(d)受託人為該子基金所收取的所有關於取消單位申請的補償；及(e)受託人根據任何投資性合約協議為相關子基金的利益所收取或應收取的任何付款，惟不包括(i)其他存託財產；(ii)當其時就該子基金記入分派賬目貸方或先前已分派予單位持有人的任何款項；(iii)因變現證券而為子基金帶來的收益；及(iv)信託從該子基金的收入財產中用以支付應付費用、成本及開支的任何款項。

「指數」指相關附錄所載某一跟蹤指數的子基金可能以之作為基準或可能作為參考的指數或基準（如有）。

「指數提供商」指就某一跟蹤指數的子基金而言，負責編製指數以作為相關子基金的投資基準的人士，而該人士有權按相關附錄所載特許相關子基金使用該指數。

「跟蹤指數的子基金」指主要目標為跟蹤、複製或對應金融指數或基準的子基金，其目標為提供或獲取與所跟蹤指數的表現緊密匹配或對應的投資業績或回報。

「首次發行日」指就某一子基金（或類別）而言，首次發行該子基金（或類別）的單位的日期。

「首次發售期」指就任何單位類別而言，相關附錄所載受託人與管理人可能就首次發售有關類別單位而協定的期間。

「無力償債事件」指就一名人士而言，若有下列情況，即發生無力償債事件：(i)已就該人士的清盤或破產發出命令或通過有效決議；(ii)已就該人士或該人士任何資產委任接管人或類似人員或該人士成為遺產管理令的對象；(iii)該人士與其一名或多名債權人達成債務償還安排或被視作無力償還債務；(iv)該人士停止或威脅可能停止經營業務或絕大部分業務或者對其業務性質作出或威脅可能作出任何重大變更；或(v)管理人按誠信原則認為上述任何一項很可能發生。

「發行價」指就上市類別單位而言，根據信託契據釐定的該類別的單位的發行價格。

「上市類別單位」指於香港聯交所或任何其他認可證券交易所上市子基金的單位類別。

「上市日期」指就各有關子基金而言，子基金的上市類別單位的單位首次上市之日，而從該日起單位獲准在香港聯交所買賣，其預期日期載列於子基金的相關附錄。

「澳門」指中華人民共和國澳門特別行政區。

「管理人」指日興資產管理香港有限公司，或當其時根據信託契據獲正式委任且已獲證監會根據守則批准為信託管理人以接替該公司的一名或多名其他人士。

「市場」指香港聯交所或在全球各地由管理人不時釐定的其他證券交易所；而於全球各地進行與任何證券有關的任何場外交易，應被視為包括與管理人不時選定進行證券買賣的全球各地任何國家的任何負責公司、法團或組織訂立的任何雙邊協議。

「莊家」指香港聯交所批准可於香港聯交所二級市場透過為上市類別單位進行莊家活動擔任莊家的經紀或證券商。

「資產淨值」指某一子基金的資產淨值，或如文義有所指，則為根據信託契據計算的子基金（或其類別）的單位資產淨值。

「運作指引」指就上市類別單位而言，各參與協議附表所載有關增設及贖回類別單位的指引（經管理人取得受託人以及（如適用）香港結算和兌換代理的批准及在合理的切實可行情況下經諮詢相關參與證券商後不時修訂），惟倘對參與證券商的相關運作指引作出任何修訂，管理人須始終提前書面通知相關參與證券商。除另有指明外，凡提述運作指引之處，乃指於提出相關申請時單位類別的適用運作指引。

「參與證券商」指其自身為（或其委任的代理或代表身為）當時獲香港結算接納為中央結算系統參與者，且已訂立形式及內容均獲管理人及受託人接納的參與協議的持牌經紀或證券商。本基金說明書中凡有關「參與證券商」的提述，應包括參與證券商如此委任的任何代理或代表。

「參與協議」指（其中包括）受託人、管理人及參與證券商（及其代理，如適用）以及（倘管理人憑其絕對酌情權認為有此必要）香港結算和兌換代理各方之間訂立的協議，當中載明（其中包括）有關發行上市類別單位以及贖回及註銷上市類別單位的安排。在適當情況下，有關參與協議的提述即指應與運作指引一併閱讀的參與協議。

「受禁制人士」具有信託契據所賦予的涵義。

「參與證券商代理」指獲香港結算接納為以直接結算參與者或全面結算參與者（定義見《中央結算系統一般規則》）身份參與中央結算系統，並獲參與證券商就增設及贖回上市類別單位而委任為其代理的人士。

「中國」指中華人民共和國，僅就本基金說明書的詮釋而言，不包括香港、澳門及台灣。

「認可期貨交易所」指經證監會認可或管理人批准的國際期貨交易所。

「認可證券交易所」指經證監會認可或管理人批准的國際證券交易所。

「贖回申請」指就上市類別單位而言，參與證券商根據運作指引及信託契據提出按照申請單位數目贖回單位的申請。

「贖回價格」指就非上市類別單位而言，指根據信託契據計算的贖回有關單位的每單位價格。

「贖回價值」就上市類別單位而言，指根據信託契據計算的贖回有關單位的每單位價格。

「登記處」指根據信託契據不時獲委任為各子基金登記處以存置該子基金單位持有人登記冊的人士。

「證券」指任何團體（無論是否為法團公司或是否上市）或任何政府或當地政府機關或超國家機構的或由其發行或擔保的任何股份、股票、債權證、借貸股、債券、證券、預託證券、集體投資計劃的權益、商業票據、承兌票據、貿易票據、認股權證、參與票據、證明書、結構性產品、國庫券、工具或票據，不論是否支付利息或股息，亦不論是否全數繳足股款、部分繳足股款或未繳股款，包括（在不損害前述各項的一般性的原則下）：

- (a) 上文所述任何一項或與之有關的任何權利、選擇權或權益（無論屬何種描述），包括任何單位信託（定義見信託契據）的單位；
- (b) 上文所述任何一項的任何權益或參與證明書、暫時或臨時證明書、認購或購買的收據或認股權證；
- (c) 任何廣為人知或認可作為證券的工具；
- (d) 證明存入一筆款項的任何收據或其他證明書或文件，或因任何有關收據、證明書或文件而產生的任何權利或權益；及
- (e) 任何匯票及任何本票。

「香港聯交所」指香港聯合交易所有限公司或其接替機構。

「服務代理」或「兌換代理」指香港證券兌換代理服務有限公司或可能不時就子基金獲委任為服務代理或兌換代理（視情況而定）的其他人士。

「服務代理費」或「兌換代理費」指就子基金的上市類別單位而言，就相關參與證券商或參與證券商代理（視情況而定）作出的每項記賬式存入或提取交易，為服務代理或兌換代理（視情況而定）的利益而向各參與證券商或參與證券商代理（視情況而定）收取的費用，費用上限將由服務代理或兌換代理（視情況而定）釐定並載於本基金說明書。

「服務協議」指由受託人、管理人、登記處、參與證券商、參與證券商代理（如適用）、服務代理及香港結算之間訂立的每份協議，據此，服務代理就子基金的上市類別單位提供其服務。

「交收日」指就上市類別單位而言，根據運作指引就相關交易日而言指一個營業日，或管理人經諮詢受託人後，不時以整體形式或就某一特定類別或多個類別單位釐定並通知相關參與證券商就相關

交易日而言的其他營業日。

「證監會」指香港證券及期貨事務監察委員會或其接替機構。

「《證券及期貨條例》」指香港法例第571章《證券及期貨條例》。「子基金」指信託基金根據信託契據及相關補充契據劃分及設立為獨立信託的獨立資產及負債組合（載於相關附錄）。

「認購價」指就非上市類別單位而言，根據信託契據釐定的認購該等單位的價格。

「補充契據」指管理人、BNP Paribas Securities Services（透過其香港分行行事）及BNP Paribas（透過其香港分行行事）於2022年7月15日訂立的補充契據，據此BNP Paribas（透過其香港分行行事）獲委任為信託的受託人，以取代BNP Paribas Securities Services（透過其香港分行行事）。

「交易費」指就上市類別單位而言，於相關參與證券商提出一項或多項申請的各交易日，可為服務代理或兌換代理（視情況而定）、登記處及／或受託人的利益而向各參與證券商收取的費用。

「信託」指藉信託契據設立的傘子單位信託，被稱為「日興資產管理香港ETF基金系列」或管理人在提前通知受託人後可能不時釐定的其他名稱。

「信託契據」指管理人與BNP Paribas Trust Services (Hong Kong) Limited（作為先前受託人）於2019年8月27日訂立之構成信託的信託契據（經不時修訂、補充及／或重訂，包括經受託人退任及委任契據及其後經補充契據修訂）。

「信託基金」指就各子基金而言，受託人根據有關信託持有或被視為持有的所有財產，包括歸屬於該子基金的存託財產及收入財產，惟受到信託契據的條款及條文所規限，且歸屬於該子基金的分派賬當時進項內的任何金額除外，而在一般情況下使用時，「信託基金」一詞指整體上歸屬於所有子基金的信託基金。

「受託人」指BNP Paribas（透過其香港分行行事），或根據信託契據當其時獲正式委任為受託人以接替該公司的一名或多名其他人士。

「單位」指代表子基金內一股不分割股份的單位。

「單位持有人」指當其時於持有人登記冊中登記為單位持有人的人士，包括（如文義許可）聯名登記人士。

「非上市類別單位」指並非於香港聯交所或任何其他認可證券交易所上市的子基金的單位類別。

「美元」指美利堅合眾國的法定貨幣美元。

「估值點」指就子基金（或類別）而言，除子基金的相關附錄另有列明外，構成指數（如有）或子基金的證券上市所在的市場在每個交易日的正式收市時間，或如市場多於一個，則為最後收市的相關市場的正式收市時間，或由管理人不時諮詢受託人後釐定的其他時間，惟每個交易日均須有一個估值點，惟發生暫停發行、增設及贖回單位的情況除外。

## 引言

### 信託

信託為一項傘子單位信託，根據管理人及BNP Paribas Trust Services (Hong Kong) Limited（作為先前受託人）根據香港法例訂立的信託契據所設立。透過訂立受託人退任及委任契據，BNP Paribas Securities Services（透過其香港分行行事）（作為先前受託人）曾自2021年8月30日起獲委任為信託的受託人，以取代BNP Paribas Trust Services (Hong Kong) Limited，及其後透過補充契據，受託人BNP Paribas（透過其香港分行行事）自2022年10月1日起獲委任為信託的受託人，以取代BNP Paribas Securities Services（透過其香港分行行事）。

信託及每隻子基金乃獲證監會根據《證券及期貨條例》第104條認可為一項集體投資計劃，而每隻子基金均屬於守則第8.6章（日興資產管理環球互聯網ETF）或8.10章（日興資產管理元宇宙主題主動型ETF）界定的基金。證監會的認可不是對子基金作出推介或認許，亦不是對子基金的商業利弊或表現作出保證，更不代表子基金適合所有投資者，或認許子基金適合任何特定投資者或類別投資者。

### 子基金

信託可設立不同子基金，而受託人須根據信託契據設立獨立資產組合，作為一個或以上類別單位所歸屬的獨立信託（各有關獨立資產組合均為一隻「子基金」）。子基金的資產將與信託的其他資產分開投資及管理。所有子基金的上市類別單位將於香港聯交所上市。

管理人及受託人保留權利於日後按照信託契據的條文設立其他子基金及／或就一隻或多隻子基金進一步發行類別單位。倘相關附錄訂明，則子基金的單位可供在香港聯交所採用雙櫃台買賣。每隻子基金各有本身的附錄。

各子基金可發行上市類別單位及非上市類別單位。就同時發售上市類別單位及非上市類別單位的子基金而言，請參閱相關附錄所載表格，其中載列上市類別單位與非上市類別單位的主要異同之處。

## 投資目標、策略及限制、借出證券及借貸

### 投資目標

子基金可以是跟蹤指數的子基金或主動管理的子基金。

除相關附錄另有規定外，每隻跟蹤指數的子基金的投資目標為提供在扣除費用及開支前緊貼相關指數表現的投資業績。

每隻主動管理的子基金的投資目標載於相關附錄。

### 投資策略

每隻子基金的投資策略載於相關附錄。

#### 跟蹤指數的子基金

每隻跟蹤指數的子基金將採用全面複製策略及／或代表性抽樣策略。

#### 複製策略

倘子基金採用複製策略作為其投資策略，將按照組成指數的大致所有證券在指數內所佔的大致相同比重(即比例)，投資於該等證券。倘一隻證券不再為指數的成份證券，則將會作出重新調整，涉及(其中包括)出售調出的證券及可能利用所得款項投資調入的證券。

#### 代表性抽樣策略

倘子基金採用代表性抽樣策略作為其投資策略，該子基金將會直接或間接投資於綜合反映該指數投資特徵和旨在複製其表現的相關指數的代表性抽樣證券。採用代表性抽樣策略的子基金或會持有或不曾持有相關指數所包含的所有證券，並且可能持有指數未包含的證券組合，惟該等證券綜合反映與指數具有高度相關性的特性。

#### 策略之間的轉換

雖然與代表性抽樣策略相比，複製策略有可能更緊密地跟蹤相關指數的表現，但未必是跟蹤相關指數表現的最有效方式。此外，並非經常有可能或可能難以購買或持有指數所包含的若干證券。因此，在適當情況下，管理人經考慮構成指數的證券數目、該等證券的流通性、該等證券的任何所有權限制、交易費用及其他買賣成本以及稅務及其他監管限制後，可能選擇採用代表性抽樣策略。

投資者應注意，管理人可在未事先通知投資者的情況下，按其絕對酌情權於其認為適當時，在上述投資策略之間轉換投資策略，以便為投資者的利益而盡可能緊密地(或有效地)跟蹤相關指數，實現相關子基金的投資目標。

除上文所載的投資策略外，可能會推出使用合成或以期貨為基礎的策略(在該子基金相關附錄中詳述)的子基金。

#### 主動管理的子基金

主動管理的子基金並不跟蹤指數。管理人將根據其投資策略積極管理相關子基金，以按相關附錄所述尋求達到子基金的投資目標。

### 投資限制

除相關附錄另有特別規定外，適用於每隻子基金(並且載列於信託契據中)的投資限制概述如下：

- (a) 子基金透過以下方式對於或涉及任何單一實體的投資不得超過該子基金資產淨值的10%，惟(就跟蹤指數的子基金而言)守則第8.6(h)章(按第8.6(h)(a)章修訂)所允許者除外：



- (1) 投資於由該實體發行的證券；
  - (2) 透過金融衍生工具的相關資產涉及該實體的投資；及
  - (3) 從場外金融衍生工具的交易產生的對該實體的淨對手方倉位；
- (b) 在上文(a)段及守則第7.28(c)章的規限下，及除獲證監會另行批准外，子基金透過以下方式對於或涉及同一集團內實體的投資總值，不得超過子基金資產淨值的20%：
- (1) 投資於由該等實體發行的證券；
  - (2) 透過金融衍生工具的相關資產涉及該等實體的投資；及
  - (3) 從場外金融衍生工具的交易產生的對該等實體的淨對手方倉位；
- (c) 除獲證監會另行批准外，子基金在同一集團內的一間或多間相同實體存放的現金存款不得超過子基金資產淨值的20%，惟以下情況除外：
- (1) 現金是在子基金推出前及其後於首次認購所得款項作全數投資前的一段合理期間內持有；或
  - (2) 現金乃來自於子基金合併或終止前將投資平倉的所得款項，而將有關現金存放於各類金融機構未必符合投資者的最佳利益；或
  - (3) 現金乃從認購中收取而有待進行投資之時，為了履行贖回的結算及其他付款責任而持有，而若將有關現金存放於各類金融機構會帶來過於繁重的負擔，且現金存款安排不會損害投資者利益；
- (d) 為子基金持有的由任何單一實體發行的普通股在與為信託下的所有其他子基金持有的其他相同實體的普通股一併計算時，合共不得超過單一實體所發行普通股面值的10%；
- (e) 子基金不可以超過其資產淨值的15%投資於並非在證券交易所、場外市場或其他開放予國際公眾人士及定期買賣該等證券的有組織證券市場上市、掛牌或交易的證券及其他金融產品或工具；
- (f) 儘管有(a)、(b)、(d)及(e)段的規定，倘子基金直接投資於某個市場不符合投資者的最佳利益，則子基金只可透過僅為了直接投資於有關市場而成立的全資附屬公司進行有關投資。在此情況下：
- (1) 該附屬公司的相關投資連同子基金作出的直接投資合計必須符合守則第7章的規定；
  - (2) 單位持有人或子基金因此直接或間接承擔的整體費用及收費必須在基金說明書內清楚披露；及
  - (3) 子基金必須以合併格式出示守則所規定的報告，以將該附屬公司的資產（包括投資組合）及負債列入子基金資產的一部分；
- (g) 儘管有(a)、(b)及(d)段的規定，子基金不可以超過其資產淨值的30%投資於同一種發行類別的政府及其他公共證券，惟在證監會批准的情況下，跟蹤指數的子基金可超過此限額；
- (h) 在(g)段規限下，子基金可全數投資於至少六種不同發行類別的政府及其他公共證券。在證監會批准的情況下，已獲證監會認可為指數基金的跟蹤指數的子基金可將其全部資產投資於任何數目的不同發行類別的政府及其他公共證券；
- (i) 除獲證監會另行批准外，子基金不可投資於實物商品；
- (j) 為免產生疑問，以下交易所買賣基金：
- (1) 為獲證監會認可的有關基金；或

- (2) 在開放予公眾買賣的國際認可證券交易所上市及慣常交易（名義上市不獲接納）及(i)其主要目標是跟蹤、複製或對應某個金融指數或基準，符合守則第8.6章的適用規定或(ii)其投資目標、政策、相關投資及產品特性大致上與守則第8.10章所載者相符或相若的有關基金，

或會被視為或當作(i)上文(a)、(b)及(d)段的規定所指並受該等規定規限的上市證券；或(ii)下文(k)段的規定所指並受該規定規限的集體投資計劃。然而，於交易所買賣基金的投資受到上文(e)段的規限，而子基金於交易所買賣基金的有關投資限額應予以貫徹應用，並在本基金說明書內清楚披露。

(k) 倘子基金投資於其他集體投資計劃（「相關計劃」）的股份或單位，

- (1) 如相關計劃為不合資格計劃（由證監會釐定）且不獲證監會認可，則該子基金投資於相關計劃的單位或股份的價值合計不得超過子基金資產淨值的10%；及
- (2) 該子基金可投資於一項或以上的屬於證監會認可計劃或合資格計劃（由證監會釐定）的相關計劃，但子基金於各項相關計劃的單位或股份的投資價值不得超過子基金資產淨值的30%，除非相關計劃獲證監會認可且其名稱及主要投資資料於子基金的基金說明書中作出披露，

惟就上文(1)及(2)段而言：

- (i) 各相關計劃不得以主要投資於守則第7章所禁止的任何投資項目作為其目標，而倘相關計劃以主要投資於守則第7章所限制的投資項目作為目標，則該等投資不可違反守則第7章列明的相關限制。為免產生疑問，子基金可投資於根據守則第8章獲證監會認可的計劃（守則第8.7章所述的對沖基金除外）、其衍生工具淨倉位（定義見守則）不超過其總資產淨值100%的合資格計劃（由證監會釐定），以及遵照(k)(1)及(k)(2)段符合上文(j)段規定的交易所買賣基金；
- (ii) 倘相關計劃由投資於該等計劃的子基金在同一管理公司管理，或由管理人所屬的同一集團內的其他公司管理，則上文(a)、(b)、(d)及(e)段亦適用於相關計劃的投資；
- (iii) 相關計劃的目標不得主要投資於其他集體投資計劃；
- (iv) 倘投資於由管理人或其任何關連人士管理的任何相關計劃，則須豁免該等相關計劃的所有首次費用及贖回費用；及
- (v) 管理人或代表子基金或管理人行事的任何人士不得對相關計劃或相關計劃的管理公司徵收的任何費用或收費收取回扣，或就任何相關計劃的投資收取可量化的金錢利益；
- (l) 子基金可將其總資產淨值的90%或以上投資於單一集體投資計劃，並可獲證監會認可為一項聯接基金。在此情況下：
- (1) 相關計劃（「主基金」）須獲證監會認可；
- (2) 有關附錄須列明：
- (i) 子基金乃聯接至主基金的聯接基金；
- (ii) 就遵守投資限制而言，子基金及其主基金將被視為單一實體；
- (iii) 子基金的年報須載列主基金截至財政年度年結日的投資組合；及
- (iv) 須清楚披露子基金及其相關主基金的所有費用及收費總額；
- (3) 除獲證監會另行批准外，倘子基金所投資的主基金由管理人或其關連人士管理，不得導致由單位持有人或子基金所承擔應付予管理人或其任何關連人士的首次費用、贖回費用、管理公司年費或任何其他成本及收費的整體合計金額上升；及

- (4) 儘管有上文(k)(iii)段的規定，在(k)段所載投資限制的規限下，主基金可投資於其他集體投資計劃；及
- (m) 倘子基金的名稱顯示特定目標、投資策略、地理區域或市場，該子基金應在正常市況下，將其最少70%的資產淨值投資於可反映該子基金所代表的特定目標、投資策略、地理區域或市場的證券及其他投資項目。

子基金不得：

- (a) 投資於任何公司或機構的任何類別證券，倘管理人的任何董事或高級人員個別擁有超過該類別全部已發行證券的面值總額的0.5%，或管理人的董事及高級人員共同擁有超過該等證券的5%；
- (b) 投資於任何類別的房地產（包括樓宇）或房地產權益（包括期權或權利，惟不包括房地產公司股份及房地產投資信託基金（房地產基金）權益）；
- (c) 在如會導致子基金交付證券的責任超過子基金資產淨值10%的情況下進行沽空（就此而言，擬沽空之證券在准許進行沽空活動之市場上必須成交活躍）；
- (d) 借出子基金的資產，或以子基金的資產作出貸款，惟倘收購債券或作出存款（符合適用投資限制）可能構成一項貸款則除外；
- (e) 除守則第7.3章另有規定外，為或就任何人士的任何責任或債務負責、作出擔保、背書或以其他形式負擔任何直接或有責任，惟遵照守則進行逆回購交易除外；
- (f) 就子基金訂立任何責任或為子基金購買任何資產或從事任何交易而致使其承擔任何無限責任。為免產生疑問，單位持有人的責任以彼等於相關子基金的投資額為限；或
- (g) 運用子基金的任何部分收購任何於當時未繳或部分繳足、將就該等投資的任何未繳款項作出催繳的投資，除非催繳款項可能由構成子基金的一部分的現金或類現金悉數繳付，而該等現金或類現金金額未有被劃撥以用作補足在金融衍生工具交易中產生的未來或或然承擔。

*附註：*上文所載投資限制適用於每隻子基金，惟就跟蹤指數的子基金而言受以下規限：根據守則獲證監會認可的集體投資計劃，一般被限制作出導致集體投資計劃所持任何單一實體證券的價值超過集體投資計劃資產淨值總額10%的投資。基於每隻跟蹤指數的子基金的投資目標及相關指數的性質，跟蹤指數的子基金根據守則第8.6(h)條規定獲准持有任何價值超過相關子基金最近可得資產淨值10%的單一實體的成份證券的投資，只要該等成份證券的比重佔指數比重的10%以上，而且相關子基金對任何有關成份證券的持有量並不超過其各自在指數的比重，但如因指數成份有更改導致超過相關比重，而超額情況只屬過渡及臨時性質則屬例外。然而，管理人可促使跟蹤指數的子基金偏離於守則第8.6(h)(a)章規定的指數比重（在採用代表性抽樣策略之時），條件是任何成份證券偏離於指數比重的上限不可超過管理人在諮詢證監會之後釐定按相關附錄所披露的百分率。在釐定此上限時，相關跟蹤指數的子基金須考慮到相關成份證券的特性、該等證券的比重及指數的投資目標以及任何其他合適因素。如有任何不符合該限額的情況，管理人須及時向證監會報告。相關子基金的全年度及半年度財務報表亦應披露於有關期間是否遵守該限額並於該等報告內交代任何不合規情況。此外，在獲證監會事先批准的情況下，相關子基金30%以上的最新可供動用資產淨值可投資於任何數目的不同發行批次的政府及其他公共證券。

如就某一子基金違反上述任何限制或限額，管理人將在顧及該子基金之單位持有人的利益之情況下，於合理期間內採取一切必要的措施作出補救，並以之作為其首要目標。

受託人將合理審慎地確保遵守組成文件所載的投資及借貸限制以及子基金據以獲認可的條件。

### 證券出借、出售及回購或逆回購交易

任何子基金目前無意從事證券出借、出售及回購或逆回購交易或其他類似場外交易，但或會因應市況而改變，而倘子基金從事此等種類交易前，將須事先尋求證監會批准及向單位持有人發出至少一個月事先通知。

## 借貸

在一直受信託契據及守則條文的規限下，每隻子基金最多可以其最近可供動用資產淨值的10%資產進行抵押借貸。若管理人有此決定，子基金的允許借貸水平可能是相關附錄訂明的較低的百分率。受託人可在管理人要求下，同意為子基金借進任何貨幣，及抵押或質押該子基金的資產來為該子基金獲取有關借貸（及有關利息及開支），以作以下用途：

- (a) 協助增設或贖回基金單位或支付營運開支；
- (b) 促使管理人為有關子基金購入證券；或
- (c) 撥作管理人及受託人可能同意的任何其他合適用途。

## 金融衍生工具

在一直受信託契據及守則條文的規限下，管理人可代表子基金就掉期安排或其他金融衍生工具訂立任何交易，作對沖或非對沖（投資）用途。

有關每隻子基金使用金融衍生工具的政策，請參閱相關附錄。倘子基金投資於金融衍生工具，管理人將在相關附錄內載列其有關金融衍生工具及抵押品的政策。

子基金可購入金融衍生工具作對沖用途。只有在符合下列所有條件下，金融衍生工具方被視為就對沖用途而購入：

- (a) 並非旨在產生任何投資回報；
- (b) 純粹為了限制、抵銷或消除被對沖投資項目所產生的損失風險的可能性而購入；
- (c) 應與在風險及回報方面有高度相關性的相同資產類別有關，並採取與被對沖的投資項目相反的倉位；及
- (d) 在正常市況下展現與被對沖的投資項目有高度負相關性的價格走勢。

倘相關附錄有所指定，則子基金可就非對沖用途（「投資用途」）而購入金融衍生工具，惟所受限制是子基金對該等金融衍生工具的淨投資額（「衍生工具淨投資額」）不得超過其總資產淨值的50%（證監會另行批准則除外）。為免產生疑問：

- (a) 就計算衍生工具淨投資額而言，經計及相關資產的現行市值、對手方風險、日後市場變動及可用作平倉的時間，將子基金所購入作投資用途的金融衍生工具倉位轉換為該等金融衍生工具相關資產的等同倉位；
- (b) 衍生工具淨投資額應根據證監會頒佈及可能不時更新的規定及指引計算；及
- (c) 只要有對沖安排不會產生剩餘衍生工具投資額，就對沖用途而購入的金融衍生工具不會計入本段所指的50%限額內。

子基金可在守則第7.26及7.28條的規限下投資於金融衍生工具，前提是對金融衍生工具相關資產的投資額連同子基金的其他投資，合計不得超過守則第7章的有關條文所載適用於該等相關資產及投資的相應投資限制或限額。

子基金所投資的金融衍生工具應要在證券交易所上市或報價，或在場外市場進行買賣，並遵守以下條文：

- (a) 相關資產僅包括公司股份、債務證券、貨幣市場工具、集體投資計劃的單位／股份、在大型金融機構的存款、政府及其他公共證券、高流通性實物商品（包括但不限於金、銀、白金及原油）、金融指數、利率、匯率或貨幣，而子基金可根據其投資目標及目的投資於該等工具；
- (b) 場外金融衍生工具交易的對手方或該等交易的擔保人為大型金融機構；

- (c) 在上文「投資限制」一節項下(a)及(b)段的規限下，從場外金融衍生工具交易產生的對單一實體的对手方淨倉位不得超過子基金資產淨值的10%；及
- (d) 金融衍生工具每日按市價計價，並經過常規、可靠及可驗證的估值程序作估值，並可由子基金隨時主動透過抵銷交易按該等工具的公平值出售、平倉或結束。

子基金應時刻能夠履行其於金融衍生工具交易（不論是否作對沖或投資用途）所產生的付款及交付責任。作為其風險管理過程一部分，管理人應進行監察，以確保金融衍生工具交易持續獲得適當補足。對子基金產生未來承擔或或然承擔的金融衍生工具交易亦應按以下方式得到補足：

- 就將會或可由子基金酌情決定以現金結算的金融衍生工具交易而言，子基金應時刻持有可於短時間內套現的足夠資產，以履行付款責任；及
- 就將會或可由對手方酌情決定須交付相關資產實物的金融衍生工具交易而言，子基金應時刻持有足夠數量的相關資產，以履行交付責任。倘管理人認為相關資產具備流通性及可交易性，子基金可持有足夠數量的其他另類資產以作補足，前提是該等資產可容易地隨時轉換為相關資產，以履行交付責任。

以上有關金融衍生工具的政策亦適用於內含金融衍生工具的金融工具。

### 抵押品

從對手方收取的抵押品應符合以下規定：

- 流通性 — 抵押品須具有足夠流通性及可交易性，可按接近出售前估值的穩定價格迅速出售；
- 估值 — 抵押品應運用獨立定價來源每日以市值計價；
- 發行人信貸質素 — 用作抵押品的資產須具有高信貸質素，並應於抵押品或用作抵押品的資產的發行人之信貸質素轉差至某程度而會損害抵押品的有效性時立即作替換；
- 估值折扣 — 抵押品應受限於審慎的估值折扣政策，而有關政策應以資產的市場風險為基礎；
- 分散 — 抵押品應適當地分散，以避免對任何單一實體及／或同一集團內多間實體過於集中的風險，而子基金所涉及對抵押品發行人的投資應考慮到對守則第7章所載投資限制及限額的遵守；
- 相關性 — 抵押品的價值與對手方或金融衍生工具的發行人的信譽不應有任何會因此損害抵押品有效性的重大相關性。因此，對手方或金融衍生工具的發行人或彼等的任何有關實體所發行的證券不應用作抵押品；
- 營運及法律風險的管理 — 管理人應具備合適系統、營運能力及法律專業知識，以對抵押品進行適當管理；
- 獨立託管 — 抵押品須由受託人持有；
- 可執行性 — 抵押品必須可由託管人容易存取／執行，而毋須進一步訴諸於金融衍生工具的發行人；
- 現金抵押品 — 所收取的現金抵押品只可再投資於短期存款證、優質貨幣市場工具以及根據守則第8.2章獲證監會認可或與證監會的規定大致相若並獲證監會接受的方式受規管的貨幣市場基金，且須遵守守則第7章所載適用於該等投資或倉位的相應投資限制或限額。所收取的非現金抵押品不得出售、再投資或抵押；
- 繁重負擔 — 抵押品應免除過往的繁重負擔；及
- 抵押品不應包括(i)依賴嵌入式金融衍生工具或合成工具作付款的結構性產品；(ii)由特別目的的工具、特別投資工具或同類實體發行的證券；(iii)證券化產品；或(iv)非上市集體投資計劃。

## 釐定資產淨值

### 計算資產淨值

根據信託契據條款，管理人應安排在適用於相關子基金的各個估值點，經評估相關子基金的資產並扣除相關子基金的負債，以相關子基金的基礎貨幣來計算每隻子基金的資產淨值。管理人已委任基金會計師計算每隻子基金的資產淨值及每單位資產淨值。

倘子基金有超過一個單位類別，為了確定某個類別的資產淨值，將會在子基金的賬冊內設立一個獨立的類別賬戶。相等於發行每個單位的所得款項的金額將記入相關類別賬戶內。於任何估值點的各單位類別的資產淨值應按以下方式計算：

- 於緊接相關估值點前，在每個類別之間按照每個類別的資產淨值按比例分配子基金的資產淨值，然後就每個類別加入認購款項和扣除贖回款項；及
- 從有關類別的資產淨值扣除該類別應佔而於確定子基金的資產淨值時尚未扣除的費用、成本、開支或其他負債，並在資產淨值中加入該類別所佔的特定資產，以達致該相關類別的資產淨值。

下文載列相關子基金所持每隻證券的估價方法概要：

- (a) 除非管理人（在諮詢受託人後）認為其他方法更為適合，否則在任何市場報價、上市、交易或買賣的證券（於交易所買賣基金的權益除外），均應參照管理人認為屬正式收市價之價格計值；如並無正式收市價，則參照管理人認為可在當時情況下提供公平標準之市場的最後成交價計值，惟(i)如某一證券在多於一個市場上報價或上市，管理人應採用其認為屬於該證券的主要市場所報之價格；(ii)如於相關時刻並無該市場之價格，證券價值應為管理人（在諮詢受託人後）可能就此委任為有關投資進行莊家活動之公司或機構所核證之價格；(iii)須計入任何附息證券之累計利息，除非報價或掛牌價格已包括有關利息；及(iv)管理人及受託人將有權採用及依賴來自彼等不時決定的一個或多個來源之電子價格資料（即使所採用價格並非最後成交價（視情況而定））；
- (b) 於任何非上市互惠基金公司或單位信託的各項權益之價值應為有關互惠基金公司或單位信託之最新可得每股或每單位資產淨值，或如無最新或合適的每股或每單位資產淨值，則應為該單位、股份或其他權益的最新可得買入或賣出價；
- (c) 於任何上市集體投資計劃（包括任何交易所買賣基金）的各項權益之價值應為該上市集體投資計劃的最新可得（即最近發佈）的資產淨值或每股或每單位的最後一口官方收市價，或（如不可取得上述價值）該上市集體投資計劃的每股或每單位指示性資產淨值；而上述所有價值均由管理人通知；
- (d) 期貨合約將按信託契據載列的公式估值；
- (e) 除根據(b)段規定外，任何並非在市場上市、報價或正常買賣的投資，其價值應為該項投資的最初價值，相當於代相關子基金購入該項投資所動用的數額，惟管理人在受託人要求下，可促使由受託人批准為合資格評估有關投資的專業人士（如受託人同意，可以是管理人）進行定期重新估值；
- (f) 現金、存款及類似投資應按面值（連同累計利息）估值，除非管理人在諮詢受託人後認為須作出任何調整以反映有關價值則作別論；及
- (g) 儘管訂有上述規定，惟如管理人經考慮有關情況並經諮詢受託人後，認為必須作出調整以公平反映任何投資之價值，則可就有關投資之價值作出調整。

貨幣換算將按管理人（若管理人認為適當，於諮詢受託人後）不時決定的匯率進行。

上文為信託契據中關於相關子基金各種資產估值方法的主要條文概要。

### 暫停釐定資產淨值

管理人可與受託人協商，於以下任何期間中全部或任何部分時間宣佈暫停釐定相關子基金的資產淨值：

- (a) 存在阻止正常出售及／或購買相關子基金投資的任何事務狀況；
- (b) 存在某些情況，導致管理人認為該子基金持有或訂約的任何大部分證券不能在合理可行情況下變現，或無法在不嚴重損害相關子基金之單位持有人利益的情況下進行；
- (c) 管理人認為相關子基金的投資價格因任何其他原因無法合理、迅速及公正地確定；
- (d) 通常用以釐定相關子基金資產淨值或有關類別每單位資產淨值的工具發生任何故障，或管理人認為相關子基金當時的任何證券或其他資產的價值因任何其他原因而無法合理、迅速及公正地確定；
- (e) 匯出或匯入將會或可能涉及變現或支付相關子基金大部分證券或其他資產或認購或贖回相關類別單位有所延誤，或管理人認為不可迅速或以正常匯率進行；或
- (f) 管理人、受託人、登記處或者受託人或管理人就釐定相關子基金資產淨值的任何代理人的業務經營因為或由於傳染病、戰爭行動、恐怖主義、暴動、革命、內亂、騷亂、罷工或不可抗力被大規模中斷或關閉。

任何暫停釐定資產淨值的通知將於作出宣佈後隨即生效，其後亦不會釐定相關子基金的資產淨值，而就跟蹤指數的子基金而言，管理人並無責任重新調整相關子基金，直至發生以下事件（以較早發生者為準）而終止暫停釐定資產淨值為止，(i)管理人宣佈結束暫停釐定資產淨值；及(ii)在(1)導致暫停釐定資產淨值的情況不再存在；及(2)並不存在授權暫停釐定資產淨值的其他情況後首個交易日。

管理人須在暫停後知會證監會及在信託網站([www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf))（此網站及本基金說明書提述的其他網站的內容均未經證監會審閱）或管理人決定的其他出版物公佈暫停通知，並於暫停期間每月至少發佈通知一次。

概不會於暫停釐定子基金資產淨值的任何期間內發行或贖回相關子基金的單位。

## 費用及開支

於本基金說明書日期適用於子基金投資的不同費用及開支水平載列如下。倘適用於特定子基金的任何費用及開支水平與下表所列者不同，有關費用及開支將在相關附錄內全部列出。投資者應注意，若干費用及開支僅適用於上市類別單位，而若干其他費用及開支僅適用於非上市類別單位。

### 僅就上市類別單位應付的費用及開支

參與證券商（除非另有指定）就增設及贖回（如適用）上市類別單位應付的費用及開支（適用於首次發售期內及上市之後）	數額
交易費	現金增設及現金贖回：無 每項實物增設及贖回申請1,500美元 <sup>1</sup> 另加
部分交付要求費	每項交易1,200美元 <sup>2</sup> 另加
服務代理費	每項記賬存入及記賬提取交易1,000港元 <sup>1</sup>
取消申請費	每項申請1,200美元 <sup>3</sup>
延期費	每項申請1,200美元 <sup>4</sup>
印花稅	無
受託人或管理人就增設或贖回產生的所有其他稅項及徵費	如適用（最多佔發行價或贖回價值的0.50%）

上市類別單位的投資者應付的費用及開支	數額
<b>(i) 參與證券商客戶就透過參與證券商增設及贖回（如適用）應付的費用（適用於首次發售期內及上市之後）</b>	
參與證券商施加的費用及收費 <sup>5</sup>	由相關參與證券商釐定的金額
<b>(ii) 所有投資者就於香港聯交所買賣單位應付的費用（上市之後適用）</b>	
櫃台間過戶費	5.00港元 <sup>6</sup>
經紀佣金	市場收費

<sup>1</sup> 參與證券商為了受託人及／或登記處的利益須向受託人支付交易費。參與證券商須就每項記賬存入或記賬提取交易向服務代理支付服務代理費。參與證券商可將該等費用轉嫁予相關投資者。

<sup>2</sup> 部分交付要求費乃於管理人每次應參與證券商要求批准參與證券商進行增設申請的部分結算時支付予受託人。

<sup>3</sup> 須就已撤回或不成功的增設申請或贖回申請向受託人支付取消申請費。

<sup>4</sup> 延期費乃於管理人每次應參與證券商要求批准參與證券商延期結算增設申請或贖回申請時支付予受託人。

<sup>5</sup> 參與證券商可酌情決定增加或豁免該費用水平。有關該等費用及收費的資訊可向有關參與證券商要求提供。

<sup>6</sup> 香港結算將就每個執行從一個櫃台轉向另一個櫃台的指令向每名中央結算系統參與者收取 5 港元的費用（如適用）。投資者應向其各自經紀核實任何額外費用。



交易徵費	成交價的0.0027% <sup>7</sup>
財務匯報局交易徵費	成交價的0.00015% <sup>8</sup>
香港聯交所交易費	成交價的0.00565% <sup>9</sup>
印花稅	無

子基金應付的費用及開支	見附錄
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### 僅就非上市類別單位應付的費用及開支

以下費用及開支應由非上市類別單位的投資者支付：

#### 認購費

根據信託契據，管理人有權就發行任何子基金的非上市類別單位徵收認購費，最多為認購款項的5%。

除每單位認購價外應另外支付認購費。管理人可按其絕對酌情權，豁免或減收子基金的全部或任何部分認購費（與子基金或特定類別有關）。

#### 贖回費

根據信託契據，管理人有權就贖回任何子基金的非上市類別單位徵收贖回費，最多為就該等單位應付的贖回款項的5%。

贖回費從就所贖回每個非上市基金單位向單位持有人應付的贖回款項中扣除。管理人可按其絕對酌情權，豁免或減收子基金的全部或任何部分贖回費（與子基金或特定類別有關）。

#### 轉換費

根據信託契據，管理人有權就非上市類別單位的轉換徵收轉換費，最多為就所轉換現有子基金的非上市類別單位應付的贖回款項的5%。

轉換費從贖回現有子基金及再投資於新基金所變現的金額中扣除。管理人可按其絕對酌情權，豁免或減收子基金的全部或任何部分轉換費（就一般情況或任何特定個案而言）。

### 子基金應付的費用及開支（適用於上市類別單位及非上市類別單位）

以下費用及開支應從每隻子基金的資產中支付：

#### 管理費

管理人有權每年收取最高為相關子基金或類別的資產淨值2%的管理費，惟有關相關子基金或類別的相關附錄訂明的較低百分比除外。每隻子基金或類別當前的管理費率載於相關附錄，按日累計及於每個交易日計算，並於每月或每季（或會在相關附錄內訂明）支付所欠費用。該費用將從信託基金中撥付。

某一子基金可能採用單一管理費結構，詳情將在子基金的相關附錄中列明。對於不採用單一管理費結構的子基金而言，下列費用及開支可能從相關子基金撥付並由該子基金承擔：信託人費用、登記處費

<sup>7</sup> 每名買方及賣方應支付單位成交價的 0.0027% 作為交易徵費。

<sup>8</sup> 每名買方及賣方應支付單位成交價的 0.00015% 作為財務匯報局交易徵費。

<sup>9</sup> 每名買方及賣方應支付單位成交價的 0.00565% 作為交易費。

用、託管人費用、服務代理或兌換代理費用（視情況而定）、核數師費用及開支、管理人或信託人招致的普通自付開支、就子基金使用的指數的許可費用及開支，以及獲信託契據授權從子基金扣除的所有其他一般開支。

子基金的副投資管理人（如有）的酬金應由管理人承擔並從管理人的管理費中扣除。

管理人可從其自某一子基金收取的管理費中撥付向相關子基金的任何分銷商或子分銷商支付的分銷費。分銷商可向子分銷商重新分配分銷費之金額。

### *受託人費用*

受託人有權每年從各子基金資產收取最高為(i)每年子基金或類別資產淨值的1%及(ii)適用全年最低費用兩者較高者的受託人費用，而該費用按日累計及於每個交易日計算並須每月支付所欠費用。對於未採用單一管理費結構的子基金，適用的信託費百分率載於子基金的相關附錄中。

全球託管人、基金會計師及登記處有權就每隻子基金收取服務費。應付予全球託管人、基金會計師及登記處的費用可計入單一受託人費用內作為其中一部分。請參閱每隻子基金的相關附錄。

若子基金採用單一管理費結構，受託人費用將納入管理費中。

### *其他收費及開支*

每隻子基金將承擔信託契據明確授權而直接歸屬於子基金的收費、費用及開支或債項。若該等成本並非直接歸屬於子基金、則該等成本、收費、費用、開支或債項將按每隻子基金的資產淨值在所有子基金之間按比例分配，惟管理人獲受託人批准而另行釐定則除外。

### *預計經常性開支*

任何新設子基金或類別的預計經常性開支為相關子基金或類別預期的經常性開支總和，以相關子基金或類別的預計平均資產淨值的某個百分率表示，及任何現有子基金或類別的實際經常性開支為相關子基金的實際經常性開支總和，以相關子基金的實際平均資產淨值的某個百分率表示。經常性開支數據於每隻子基金或類別的產品資料概要中披露。如子基金為新設立，管理人將就經常性開支作出最佳估算，並持續檢討相關估算。子基金的設立費用亦可能計入由子基金支付的經常性開支計算中，而在該等情況下，設立費用將予清楚披露。經常性開支可從信託契據、守則及法例許可的子基金資產中扣除。該等開支包括由子基金或類別承擔的所有各種費用，不論是在營運中或為給予任何方報酬而招致。預計或實際經常性開支並不代表估計或實際跟蹤誤差。

### *推廣開支*

子基金將不負責支付任何推廣開支，包括任何市場代理人所產生的開支，而該等市場代理人向其投資任何子基金的客戶徵收的任何費用將不會從信託基金中全部或部分撥付。

### **設立費用**

本基金及首隻子基金（即日興資產管理環球互聯網ETF）的設立費用乃首隻子基金的附錄所載的金額，將由首隻子基金承擔。設立費用將於首三個財政年度（定義見信託契據）內攤銷。若日後設立隨後子基金，管理人或會決定將信託未攤銷的設立費用或其中部分分配至該等隨後子基金。

設立隨後子基金所產生的設立費用及付款將由與該等費用及付款有關的相關子基金承擔，並於首三個財政年度內攤銷。

投資者亦應注意，根據香港財務報告準則，設立費用應於產生時支銷，而設立子基金的開支並不根據香港財務報告準則進行攤銷；然而，管理人已考慮上述不合規的影響，並認為對子基金的財務報表並

無重大影響。倘子基金採納的會計基準偏離香港財務報告準則，管理人或會在全年財務報表內作出必要調整，使財務報表符合香港財務報表準則。

### **費用的增加**

相關附錄所述現時每隻子基金的費用可於向單位持有人發出不少於一個月（或證監會許可的較短通知期）通知後上調，惟不得高於基金說明書所載的最高費率。

不應向並無牌照或並無登記進行《證券及期貨條例》第V部項下第一類受規管活動的任何香港中介人支付任何款項。

## 風險因素

投資任何子基金附帶多項風險。每項該等風險均可能影響單位的資產淨值、收益、總回報及成交價。概不能保證將能達成子基金的投資目標。投資者須根據作為投資者的整體財務狀況、知識及經驗審慎評估投資相關子基金的好處及風險。下文所載風險因素乃為管理人及其董事相信與所有子基金有關且現時適用於所有子基金的風險。閣下應參閱相關附錄所載每隻子基金所特有的其他風險因素。

### 與投資任何子基金有關的風險

#### 投資目標風險

概不能保證將會達成子基金的投資目標。儘管管理人有意落實旨在達到投資目標及（就跟蹤指數的子基金而言）盡量減低跟蹤誤差的策略，惟概不保證該等策略將會成功。此外，交易誤差乃任何投資過程中的固有因素，即使審慎行事及就此制定特別程序加以預防，仍難以避免。在某些情況下（就跟蹤指數的子基金而言，包括相關指數價值下降），閣下作為投資者可能損失於子基金的絕大部分或全部投資。因此，各投資者須審慎考慮是否可以承受投資相關子基金的風險。

#### 市場風險

每隻子基金的資產淨值將跟隨子基金所持證券的市值變動而改變。單位價格及收入可升可跌。概不保證投資者將會獲得利潤或可以避免損失，而不論利潤或損失是否重大。每隻子基金的資本回報及收入按子基金所持有證券的資本增值及收入，減已產生開支計算，故其回報可能隨有關資本升值或收入變動而波動。此外，跟蹤指數的子基金可能面臨大體與相關指數一致的波動及下滑。每隻子基金投資者所面臨的風險與直接投資相關證券的投資者所面臨的風險相同。該等風險的例子包括利率風險（在利率不斷上升的市場面臨組合價值下跌的風險）；收入風險（在利率不斷下跌的市場面臨組合收入下跌的風險）；及信貸風險（投資組合內證券或（就跟蹤指數的子基金而言）指數成份證券的相關發行人的違約風險）。

#### 資產類別風險

儘管管理人負責持續監督子基金的投資組合，子基金所投資證券類別的回報可能遜於或優於其他證券市場或投資其他資產的回報。與其他一般證券市場比較，不同種類證券往往會經歷漲跌週期。

#### 企業可能倒閉的風險

環球市場可能遭遇大幅波動的局面，以致企業倒閉的風險大增。子基金所投資的一間或多間公司或（僅就跟蹤指數的子基金而言）相關指數任何一隻或多隻成份股如出現無償債能力的情況或其他企業危機，或會對指數（如有）產生不利的影響，從而影響相關子基金的表現。閣下投資於任何子基金或會蒙受虧損。

#### 管理風險

每隻子基金均須承受管理風險。這是指管理人的策略由於在實行上有若干限制而未必能產生擬定效果的風險。此外，管理人可全權酌情決定行使單位持有人就子基金成份證券的權利，惟概不能保證行使上述酌情權可達致子基金的投資目標。就跟蹤指數的子基金而言，由於無法保證該子基金將可完全複製相關指數，該子基金亦承受上述管理風險。

#### 無權控制子基金營運的風險

投資者將無權控制任何子基金的日常營運，包括投資及贖回決定。

#### 單一地區／單一行業板塊／集中風險

由於子基金具有集中於單一地區或行業板塊的策略或（就跟蹤指數的子基金而言）跟蹤單一地區或國家或行業板塊的表現，故子基金面臨集中風險。就跟蹤指數的子基金而言，指數可能僅包含有限數目的證券。因此，子基金可能會較具廣泛基礎的基金（例如環球股票基金）更為波動，因為子基金對於某特定地區、國家或行業板塊的不利狀況所導致的指數或證券價值波動更為敏感。倘子基金的指數跟蹤特定地區、國家或行業，或指數只有小數目的成份股，或子基金的主要策略乃集中於單一地區或行業板塊，相關子基金的特定風險因素載於其附錄。有關詳情，請參閱各子基金的附錄。

## 證券風險

投資子基金須承受所有證券的固有風險（包括結算及交易對手風險）。持倉價值可跌可升。全球市場可能遭遇大幅波動及不穩定，導致風險（包括結算及交易對手風險）高於常規水平。

## 交易對手風險

子基金承受任何交易對手（包括任何託管人）無能力就交易履行責任的風險，不論是否因無力償債、破產或其他情況導致。有關子基金亦承受交易對手於有關時間未必可獲取融資及／或運用資產而未能根據相關出售及回購協議履行責任之風險。任何交易對手（包括託管人）一旦進入破產程序，管理人在將子基金的倉位平倉時或會遭到延誤而蒙受重大損失，包括子基金透過該交易作融資的該部分的投資組合出現虧損、於管理人尋求強制執行其權利的期間內子基金的投資價值下跌、於該期間內未能將任何投資收益變現，以及強制執行其權利時產生的費用及開支。

## 彌償保證風險

根據信託契據，受託人及管理人以及彼等各自的董事、主管人員、僱員及代理人有權就其在履行各自職責時招致的任何責任獲彌償保證，惟因彼等本身疏忽、欺詐、違反其所須履行的信託責任所致者除外。受託人或管理人對與子基金相關的彌償權利的任何依賴將可能減少相關子基金的資產及單位價值。

## 未必支付股息的風險

子基金或類別是否支付單位的分派須視乎管理人的分派政策（載於相關附錄），亦主要取決於就指數的成分證券或子基金投資組合內證券所宣佈及支付的股息。此外，子基金收到的股息可用於支付該子基金的費用及支出。有關證券的股息支付率視乎管理人或受託人無法控制的因素（包括整體經濟情況，及有關相關實體的財務狀況及股息政策）而定。概不保證該等實體將會宣派或撥付股息或分派。

## 提前終止風險

子基金或於若干情況下遭提前終止，包括但不限於(i)相關子基金發行在外的所有單位的資產淨值總額少於2,000萬美元（或相關附錄訂明的其他金額）；或(ii)通過或修訂任何法例或條例或實施監管命令或指令，致使繼續經營相關子基金屬違法行為，或管理人認為屬不切實際或不明智之舉；或(iii)（就追蹤指數的子基金而言）相關指數不可再作為基準，或（就僅擁有上市類別單位的子基金而言）單位不再於香港聯交所或任何其他認可證券交易所上市；(iv)（就僅擁有上市類別單位的子基金而言）在任何時候，相關子基金不再擁有任何參與證券商；或(v)管理人未能就相關子基金執行其投資策略。子基金一經終止，受託人將根據信託契據向單位持有人分派變現相關子基金內投資所得的現金款項淨額（如有）。子基金終止時，投資者或會蒙受損失，因為上述任何分派款額可能多於或少於基金單位持有人所投資的資本。

## 贖回影響之風險

若上市類別單位的參與證券商或非上市類別單位的單位持有人要求大量贖回單位，可能無法於提出該贖回要求時將相關子基金的投資變現，或管理人僅可以其認為並不反映該等投資真正價值的價格變現，以致對投資者回報造成不利影響。若參與證券商（就上市類別單位而言）或非上市類別單位的單位持有人要求大量贖回單位，並要求贖回超過某一子基金資產淨值總數的10%（或由管理人可能釐定的更高百分比），則有關贖回可能會被遞延，或支付贖回所得款項之期間可能被延長。

此外，在若干情況下，管理人亦可於整個或任何期間的任何時候暫停釐定某隻子基金的資產淨值。進一步詳情請參閱「釐定資產淨值」一節。

## 外匯風險

子基金的相關投資或會以子基金的基礎貨幣以外的貨幣計值，因此子基金重大部分的收益和收入或會以基礎貨幣以外的貨幣收取。有關子基金的基礎貨幣相對於相關外幣的任何匯率波動將影響子基金的資產淨值，不論其相關投資的表現如何。由於子基金的資產淨值以其基礎貨幣計算，倘若相關外幣兌

子基金的基礎貨幣貶值，即使相關投資取得正回報，投資者亦可能會蒙受金錢損失。

### 外國證券風險

子基金可全部投資於單一國家或地區的股市。此等市場或須承受與外國投資相關的特別風險，包括受政治及經濟發展影響的因素導致的市場波動。投資於非香港公司的證券涉及特別風險及考慮因素，而該等風險及考慮因素通常不會與投資於香港公司有關。該等風險及因素包括會計、披露、審核及財務報告準則的不同、徵收及沒收稅項的可能性、投資或外匯管制規例的不利變更、對子基金的資金或其他資產的匯出施加限制、可能會影響本地對海外國家投資的政治不穩，以及對國際資金流動的潛在限制。非香港公司可能較香港公司受到較少的政府規管。此外，個別外國經濟體系在國內生產總值增長、通脹率、資本再投資、資源自給自足及收支差額狀況方面有別於香港經濟體系，可能較為有利或不利。

### 戰爭或恐怖襲擊的風險

概不保證將不會發生任何可能對子基金投資所在的市場造成直接或間接影響的恐怖襲擊，而恐怖襲擊所帶來的相應政治及/或經濟影響（如有）則可能會對有關子基金的運作及盈利能力構成不利影響。

### 投資估值困難的風險

由於涉及證券發行人、市場與經濟條件及監管制裁的相關事件，代子基金收購的證券隨後可能會變得缺乏流動性。如無法獲得子基金投資組合證券價值的明確指示（例如，當證券買賣的二級市場變得缺乏流動性時），管理人可諮詢受託人，根據信託契據採用估值方法確定有關證券的公允價值。

### 股票風險

子基金投資股本證券（若獲准）的回報可能高於投資短期及長期債務證券的基金的回報。然而，由於其投資表現取決於難以預測的因素，故投資股本證券所涉及風險亦較高。該等因素包括市場可能突然或長期下滑以及與個別公司有關的風險。任何股票投資組合涉及的基本風險指其所持投資的價值可能突然大跌的風險。

子基金於股本證券的投資涉及一般市場風險，該等投資的價值或會因各種因素而波動，例如投資氣氛、政治及經濟狀況及發行人特定因素的變化。

### 與亞洲股票市場高波動性相關的風險

子基金可投資於亞洲股票市場。若干亞洲市場的高波動性及潛在結算困難，亦可能會導致在該等市場買賣的證券價格大幅波動，因而對子基金價值造成不利影響。

### 與若干股票市場的監管/交易所政策相關的風險

子基金可在海外市場的證券交易所進行投資。若干證券交易所（例如亞洲的某些交易所）可能有權暫停或限制在有關交易所的任何證券買賣。政府或監管機構亦可能會實施可能會影響金融市場的政策。所有該等因素或會對子基金構成不利影響。

### 新興市場風險

子基金可能投資的若干海外市場被視為新興市場國家。許多新興市場的經濟依然處於現代發展的早期，及可遭受突然及不可預料的變動。在許多情況下，政府對經濟維持高度的直接控制，且可能採取具有突然及普遍影響的行動。此外，許多發展中市場及新興市場的經濟高度依賴少量市場乃至單一市場，而可導致該等經濟體系更易於面臨內部及外部振盪的不利影響。

新興市場地區亦可能面臨特殊風險，包括但不限於：證券市場流動性普遍較低及效率普遍不高；價格

波動性普遍較高；匯率波動及外匯管制；債務價值波動性較高（尤其在受利率影響時）；對資金或其他資產返程施加限制；有關發行人的公開資料較少；徵稅；較高的交易和託管成本；交收延遲及虧損風險；強制履行合同的困難；流動性及市值較低；市場監管不足導致股價波動性更高；不同會計及披露標準；政府干預；通脹較高；社會、經濟及政治不確定性；託管及／或交收系統可能發展不足，而令子基金在依據信託契據條文的規定受託人不會承擔責任的情況下面臨分託管風險；資產返程的風險及戰爭風險。

#### 與對沖技巧相關的風險

子基金或會尋求對沖其外幣風險，但將必然承受匯兌風險，亦不能保證所實施的任何對沖將屬有效。其資產及負債主要以其單位將計值的貨幣以外的貨幣為單位的潛在投資者，應考慮因單位將計值的貨幣、投資貨幣與資產及負債貨幣之間的匯價波動所引致的潛在虧損風險。

當子基金尋求對沖貨幣波動風險時，子基金可利用管理人認為屬合適的工具，包括但不限於貨幣期貨、遠期外匯交易、認沽期權及無本金交割遠期外匯交易。概不保證適合用作對沖貨幣或市場變化的工具將於管理人有意使用時可供動用，或於子基金擬進行平倉時能夠將有關工具平倉。此外，管理人或會選擇不會就若干或所有倉位訂立對沖交易。當子基金將投資從某一個國家轉移至另一個國家時，將會產生匯兌成本。

#### 金融衍生工具

使用金融衍生工具相關的風險不同於或者可能大於直接對證券及其他傳統投資進行投資相關的風險。一般而言，衍生工具為其價值取決於或源自相關資產、參考匯率、利率或指數的價值的金融合約，可能與股票、債券、利率、貨幣或貨幣匯率、商品及有關指數相關。投資於金融衍生工具的任何子基金可能利用於交易所及場外買賣的衍生工具。與股本證券相比，金融衍生工具對相關資產的市價較為敏感，因此金融衍生工具的市價可能急劇下降亦可能急劇上升。因此，與投資於並不投資金融衍生工具的子基金相比，投資於該等子基金的投資者面對更大程度的價值波動風險。由於場外金融衍生工具並無受監管的市場，因此該等金融衍生工具的交易可能涉及額外風險，例如對手方違約的風險。投資於金融衍生工具亦涉及其他類別風險，包括但不限於採納不同估值方法以及金融衍生工具與其相關證券、匯率、利率及指數之間並無完全相關性的風險。與金融衍生工具有關的風險亦包括對手方／信貸風險、流通性風險、估值風險、波動風險及場外交易風險。金融衍生工具的槓桿元素／部分導致的損失金額可能遠高於子基金投資於金融衍生工具的金額。投資於金融衍生工具可導致子基金面對大額損失的高風險。概無法保證子基金所使用的任何衍生工具策略將取得成功。

#### 借貸風險

受託人可應管理人要求，出於方便贖回或為某一子基金購買投資等多種原因，為該子基金借貸（除相關附錄另有規定外，不超過每隻子基金資產淨值的10%）。相關借貸涉及更高的財務風險，並可能擴大子基金面臨利率上升、經濟下滑或其投資的相關資產狀況惡化等因素之風險。概不保證子基金可按優惠條款借貸，亦不保證相關子基金可隨時償還其債務或為其債務再融資。

#### 與投資於跟蹤指數的子基金相關的風險

##### 被動投資風險

跟蹤指數的子基金並非以主動方式管理。因此，該子基金可能受與相關指數有關的市場板塊下跌的影響。若指數下跌，投資者或會損失其相當重大部分的投資。每隻跟蹤指數的子基金均會投資於其相關指數所包含的證券或反映其相關指數的證券，不論其投資價值如何，惟在採用任何代表性抽樣策略時除外。管理人不會於跌市中尋求個別挑選證券或部署防禦性倉位。投資者應注意，鑑於跟蹤指數的子基金本身的投資性質，管理人缺乏針對市場變動採取對策的自主性，這意味著子基金資產淨值預期將隨指數價值下降而下跌，而投資者或會損失絕大部分投資。

##### 代表性抽樣風險

跟蹤指數的子基金如採用代表性抽樣策略，將不會持有其指數的所有證券，並可能會投資於指數並不包含的證券，惟有關抽樣須緊貼地反映管理人認為有助子基金達到其投資目標的指數的整體特性。跟蹤指數的子基金持有的證券相對於其指數的證券而言，所佔比重或會過高或過低。因此，子基金有可能出現較大的跟蹤誤差。

### *跟蹤誤差風險*

跟蹤誤差是任何投資過程中的內在因素，而即使謹慎行事並設計特別程序以防止有關誤差，該等誤差亦可能會發生。

跟蹤指數的子基金的回報或會因多種因素而與指數有所偏差。舉例而言，跟蹤指數的子基金的費用及開支、採用代表性抽樣策略、市場流動性、跟蹤指數的子基金的資產與組成指數的證券之間的回報不完全配對、股份價格湊成整數、匯兌成本、指數及監管政策變動等各種因素，均可能影響管理人達到與每隻跟蹤指數的子基金的指數緊密相關的能力。此外，跟蹤指數的子基金可能從其資產取得收入（例如利息及股息），而指數並無有關收入來源。概不能保證或擔保可於任何時間準確或完全複製指數的表現，或跟蹤指數的子基金將可於任何時間達到與相關指數表現一致的投資目標。

雖然管理人定期監控每隻跟蹤指數的子基金的跟蹤誤差，概無法保證或擔保任何跟蹤指數的子基金會達致相對於其指數表現的任何特定跟蹤誤差水平。

### **與上市類別單位和非上市類別單位之間的買賣、費用及成本安排不同相關的風險**

每隻子基金為交易所買賣基金，可同時發售上市類別單位及非上市類別單位。有關上市類別單位及非上市類別單位的交易安排不同，而視乎市況，上市類別單位的投資者可能因此較非上市類別單位的投資者有利，亦可能較為不利。由於適用於上述各單位類別的費用（例如管理費）及成本有異，各上市類別單位及非上市類別單位的每單位資產淨值可能亦不同。

此外，投資者應注意，上市類別單位及非上市類別單位應用不同的成本機制。就上市類別單位而言，有關設立及贖回申請的交易費和稅項及徵費是由申請或贖回有關單位的參與證券商及／或管理人支付。在二級市場買賣上市類別單位的投資者不會承擔該等交易費和稅項及徵費（但為免生疑問，或會承擔「費用及開支」一節所述的其他費用，例如香港聯交所交易費）。另一方面，認購及贖回非上市類別單位或須分別繳付認購費及贖回費，並應由進行認購或贖回的投資者支付予管理人。此外，在若干情況下，管理人可按其絕對酌情權，在認購價及／或贖回價以外加上額外金額，以反映認購調整補額或贖回調整補額（按附件2的定義）（視情況而定），以確保非上市類別單位的投資者在出現大量認購或贖回時不會受到偏差的對待。有關進一步資料，請參閱「非上市類別單位的後續發行」及「支付贖回所得款項」章節。任何或所有該等因素均可能會導致上市類別單位及非上市類別單位的資產淨值出現差異。

### *有關非上市類別單位的買賣安排*

與上市類別單位的投資者不同，彼等可於聯交所交易時段在二級市場買賣上市類別單位，而非上市類別單位的投資者則僅可按基於每個交易日完結時最近可得資產淨值的相關認購價及贖回價（視情況而定）認購或贖回單位。因此，上市類別單位的持有人享有即日買賣的機會，而非上市類別單位的持有人則沒有。在市場受壓的情況下，倘市場持續惡化，上市類別單位的持有人可於聯交所交易時段內在二級市場出售其單位，而非上市類別單位的持有人則不可以。

### *有關上市類別單位的買賣安排*

相反，二級市場投資者一般無法使用非上市類別單位投資者可使用的贖回設施。在市場受壓的情況下，參與證券商可為本身或代表一級市場投資者按相關子基金的資產淨值於一級市場贖回上市類別單位，但二級市場的交易價可能偏離相應的資產淨值。在該情況下，相對於非上市類別單位的持有人而言，上市類別單位的持有人將處於明顯不利地位，因非上市類別單位的持有人可按相關子基金的資產淨值贖回而上市類別單位的持有人則不可以。

有關上市類別單位的其他風險，請亦參閱下文「與市場買賣有關之風險（僅適用於上市類別單位）」。



## 與雙櫃台相關的風險（僅適用於上市類別單位）

### 其他貨幣分派風險

投資者應注意，所有單位將僅收取以子基金基礎貨幣計值的分派。倘相關單位持有人並無子基金基礎貨幣賬戶，則可能須承擔將有關分派由基礎貨幣兌換為另一貨幣的相關費用及開支。單位持有人亦可能承擔與處理支付分派相關的銀行或金融機構費用及收費。務請單位持有人與其經紀確認有關分派的安排。

### 雙櫃台風險

香港聯交所上市交易所買賣基金的雙櫃台安排或會涉及下文所述的若干風險。

存在的風險在於，單位於香港聯交所一個櫃台買賣的市價可能會因市場流通性、各個櫃台的供求情況以及匯率波動等不同因素而與該單位於香港聯交所另一櫃台買賣的市價相去甚遠。各櫃台的單位成交價由市場力量（例如投資者對每個櫃台的單位的需求）決定。因此，投資者於出售或購入在一個櫃台的買賣單位時，倘相關單位亦在另一櫃台進行買賣，其收取的金額可能少於另一櫃台的貨幣等值金額，而支付的金額可能超過上述另一櫃台的貨幣等值金額。概無法保證各櫃台的單位價格將會相同。

亦應注意跨櫃台轉換未必一直可行。倘單位在不同櫃台之間的跨櫃台轉換因運作或系統中斷等任何原因而暫停，單位持有人將僅可以一個櫃台的貨幣買賣其單位，而這情況或會阻礙或延遲單位持有人的買賣。

並無相關交易貨幣（如美元）賬戶的投資者僅可買賣以港元交易的單位。該等投資者將無法買賣以其他交易貨幣（如美元）進行交易的單位。

部分經紀及中央結算系統參與者未必熟悉或能夠(i)於一個櫃台購買單位，之後於另一個櫃台出售單位；(ii)進行單位的跨櫃台轉換；或(iii)同時於不同櫃台買賣單位。此種情況下可能需要利用其他經紀或中央結算系統參與者。因此，投資者僅能以一種貨幣買賣其單位。若投資者有意進行雙櫃台交易或跨櫃台轉換，投資者應預先向其經紀查詢，並應完全了解相關經紀能夠提供的服務（以及任何相關費用）。

## 與市場買賣有關之風險（僅適用於上市類別單位）

### 不存在活躍市場及流通性之風險

儘管每隻子基金的上市類別單位於香港聯交所上市買賣，惟概無法保證該等單位將可形成或維持活躍的交易市場。此外，倘每隻子基金所包含的相關證券自身之交易市場有限或差價偏高，則可能對上市類別單位的價格及投資者以理想價格出售上市類別單位之能力造成不利影響。倘投資者需要於並無活躍市場的情況下售出單位（假設投資者能售出單位），則投資者所取得的單位價格很可能低於在具有活躍市場之情況下可取得的價格。

### 上市類別單位並無買賣市場的風險

儘管上市類別單位於香港聯交所上市，且已委任一名或多名莊家，惟上市類別單位可能並無流通活躍的買賣市場，或莊家可能不再履行其責任。此外，概不能保證上市類別單位的買賣或定價模式類似於以子基金指數以外的指數為基準、由投資公司於其他司法管轄區發行或於香港聯交所買賣的交易所買賣基金。

### 暫停買賣風險

投資者及潛在投資者均無法在上市類別單位暫停買賣期間於香港聯交所買賣上市類別單位。倘香港聯交所釐定暫停買賣上市類別單位屬恰當，並符合維持公平有序之市場以保障投資者之利益，則可隨時暫停買賣上市類別單位。倘上市類別單位暫停買賣，認購及贖回單位亦會暫停。

### 上市類別單位可能按資產淨值以外的價格買賣之風險

上市類別單位在香港聯交所買賣的價格或高於或低於最新的資產淨值。各子基金的每單位資產淨值於每個交易日結束時計算，並隨著相關子基金所持證券市值之變化而波動。上市類別單位的成交價不是以資產淨值為基礎，相反是隨著交易時段內市場的供應和需求而不斷變化。上市類別單位之成交價可能大幅偏離資產淨值，於市場波動期間尤甚。任何該等因素均可能導致相關子基金的上市類別單位之成交價較資產淨值溢價或折讓。基於申請單位之上市類別單位可按資產淨值增設及贖回，管理人相信較資產淨值大幅折讓或溢價之情況不會長時間持續。

增設／贖回特性旨在讓上市類別單位能以接近下次計算出之相關子基金資產淨值之價格正常買賣，惟鑒於買賣時機以及市場供求等因素，預期成交價不會與相關子基金資產淨值完全相關。此外，倘增設及贖回單位受到干擾（例如因外國政府實施資本管制而引致干擾）或市場急劇波動，則可能導致成交價大幅偏離資產淨值。特別是，投資者在上市類別單位的市價較資產淨值溢價之時購入該等單位，或於市價較資產淨值折讓之時出售該等單位，或會蒙受損失。上市類別單位的二級市場價格將因應資產淨值的變動及該等單位於其上市所在的任何交易所的供求而波動。此外，投資者於香港聯交所買賣上市類別單位時可能產生額外費用（如經紀費），這意味著投資者於香港聯交所購買該等單位時支付的費用可能超過每單位資產淨值，而於香港聯交所出售該等單位時收取的款項可能低於每單位資產淨值。管理人無法預測上市類別單位會否以低於、相等於或高於其資產淨值的價格買賣。然而，由於上市類別單位須按申請單位規模增設及贖回（與許多封閉式基金的股份不同，該等股份經常按較其資產淨值的顯著折讓或間中以溢價買賣），因此管理人認為一般較該等單位的資產淨值大幅折讓或溢價的情況應不會長期持續。倘管理人暫停增設及／或贖回該等單位，則管理人預期上市類別單位的二級市場價格與資產淨值之間或會出現較大幅度的折讓或溢價。

### 增設及贖回上市類別單位的限制風險

投資者應注意，投資於子基金的上市類別單位與投資於向香港公眾發售的典型零售投資基金（就該基金而言，通常可直接向管理人購買及贖回單位）並不相同。子基金的上市類別單位僅可由參與證券商（為其自身或透過已於參與證券商開戶的股票經紀代表投資者）按申請單位數目直接增設及贖回。其他上市類別單位的投資者僅可透過參與證券商提出按申請單位數目增設或贖回上市類別單位的要求（及倘有關投資者為散戶投資者，則透過已於參與證券商開戶的股票經紀提出要求），而有關參與證券商保留在若干情況下拒絕接納投資者增設或贖回上市類別單位的要求的權利。另一途徑是投資者可透過中介人（如股票經紀）在香港聯交所出售其所持有的上市類別單位而將該等單位的價值變現，但須承受在香港聯交所進行的交易可能遭暫停的風險。有關增設及贖回申請可被拒納情況的詳情，請參閱「增設及贖回（一級市場）」一節。

### 買賣上市類別單位的成本風險

由於投資者於香港聯交所買賣上市類別單位時將支付一定費用（如交易費及經紀費），因此其於香港聯交所購買上市類別單位時支付的費用可能超過每單位資產淨值，於香港聯交所出售上市類別單位時收取的款項可能低於每單位資產淨值。此外，二級市場之投資者亦將產生買賣差價之成本，即投資者願就上市類別單位支付之價格（買盤價）及願出售上市類別單位之價格（賣盤價）之差價。頻繁買賣可能會大幅降低投資業績，投資於上市類別單位尤其未必適合預計定期作出小額投資之投資者。

### 二級市場交易風險

於相關子基金不接納認購或贖回上市類別單位之指示時，上市類別單位可於香港聯交所買賣。相對該子基金接納認購及贖回指示的其他期間，上市類別單位於該段期間之二級市場成交價之溢價或折讓可能更為顯著。

## 依賴莊家之風險

倘就子基金的上市類別單位採納雙櫃台，雖然管理人將盡最大努力作出安排，致使至少有一名莊家會在每個櫃台交易的上市類別單位進行莊家活動，但應注意倘在一個或多個櫃台交易的上市類別單位並無莊家，則上市類別單位的市場流通性會受到不利影響。管理人將盡最大努力作出安排，致使在莊家根據相關莊家活動協議終止莊家活動安排之前，每個櫃台的上市類別單位至少各有一名莊家提前發出不少於3個月的通知，力求降低上述風險。子基金或子基金櫃台將可能僅有一名莊家，管理人亦可能無法在莊家的終止通知期內委聘替代莊家，且概不保證任何莊家活動將會有效。

## 依賴參與證券商之風險

增設及贖回上市類別單位僅可透過參與證券商進行。參與證券商可就提供此項服務收費。在若干情況下或會暫停增設及贖回上市類別單位（請參閱「暫停增設及贖回」一節）。由於任何指定時間的參與證券商數目均有限，甚至可能僅有一名參與證券商，故存在上市類別單位不會永遠可於特定時間設立或贖回的風險。倘參與證券商未能或不會就子基金的上市類別單位辦理增設或贖回指令，而並無其他參與證券商能夠或願意辦理，則上市類別單位可按較相關類別的資產淨值出現溢價或折讓的價格買賣，因而可能引致流動性問題。

## 與指數有關之風險（僅適用於跟蹤指數的子基金）

### 波動風險

扣除費用及開支前之跟蹤指數的子基金的單位表現應非常貼近相關指數表現。倘相關指數波動或下跌，跟蹤該指數的子基金的單位價格將會出現相應的變動或下跌。

### 使用指數之使用許可可能被終止之風險

就每隻跟蹤指數的子基金而言，管理人已獲指數提供商授予使用許可，可使用指數以基於指數增設相關子基金，以及使用指數之若干商標及任何版權。倘使用許可協議終止，跟蹤指數的子基金可能無法達致其目標並可能被終止。使用許可協議的初始有效期可能時間有限，而其後僅可按較短期間重續。概不能保證相關使用許可協議可永久續期。有關終止使用許可協議之理由之進一步資料，請參閱跟蹤指數的子基金的附錄中「指數使用許可協議」一節。儘管管理人將物色替代指數，但倘不再編製或公佈相關指數，且沒有算法公式與計算指數所使用者相同或大致相似之替代指數，跟蹤指數的子基金亦可能被終止。

### 編製指數之風險

每項指數的證券由相關指數提供商釐定及編纂，而不會參照相關跟蹤指數的子基金的表現。每隻跟蹤指數的子基金並非由相關指數提供商推薦、認許、出售或推廣。各指數提供商概無就一般證券投資或具體就相關跟蹤指數的子基金的投資是否合宜向相關跟蹤指數的子基金的投資者或其他人士作出任何明示或暗示的陳述或保證。各指數提供商釐定、編纂或計算相關指數時，並無責任顧及管理人或相關跟蹤指數的子基金的投資者之需要。概不保證指數提供商必定能準確編製相關指數，或相關指數能準確釐定、編纂或計算。此外，指數提供商可隨時更改或修改指數的計算及編製過程及基準，以及任何有關公式、成份公司及因素，而毋須給予通知。因此，概不能保證指數提供商之行動將不會損害相關跟蹤指數的子基金、管理人或投資者之利益。

### 指數成份可能變動之風險

當構成指數的證券被除牌、證券到期或被贖回、或有新證券被納入指數或指數提供商變更指數方法時，則構成指數之證券將有所變動。倘出現此情況，管理人將對相關跟蹤指數的子基金所擁有的證券的比重或成份作出其認為適當之調整，以達致投資目標。因此，於跟蹤指數的子基金的單位之投資會隨指數成份變動而整體反映指數，但未必反映投資該等單位時的指數成份。然而，概不保證跟蹤指數的子基金能於任何指定時間準確反映指數的成份（請參閱「跟蹤誤差風險」一節）。

## 指數誤差及不準確之風險

於編製或計算指數時，可能會出現不準確、誤差、遺漏或錯誤，因而可能導致跟蹤指數的子基金的單位資產淨值與相關指數之間有大幅偏差。指數計算的準確性及完整性或會受到（但不限於）成分證券的價格的可取性及準確性、市場因素及編製出現錯誤所影響。管理人及受託人對任何指數的編製或計算概不負責亦不參與其中，因此對有關編製或計算的任何不準確、誤差、遺漏或錯誤概不負責或承擔責任。

## 與監管有關之風險

### 證監會撤銷認可之風險

根據《證券及期貨條例》第104條，信託及各子基金已獲證監會認可為守則下的一項集體投資計劃。證監會的認可不是對計劃作出推介或認許，亦不是對計劃的商業利弊或表現作出保證，這不代表該計劃適合所有投資者，或認許該計劃適合任何個別投資者或任何類別投資者。就跟蹤指數的子基金而言，證監會保留權利，在指數不再被視為可接受時撤銷對信託或子基金之認可或施加其認為適當的條件。倘管理人不願信託或某一子基金繼續獲證監會認可，將會向單位持有人發出通知，表示有意尋求證監會撤回有關認可。此外，證監會授出的任何認可或須受限於若干條件，且證監會可能會撤銷或修改該等條件。倘因撤銷或修改該等條件導致繼續營運信託或某一子基金變得不合法、不切實際或不明智，則信託或相關子基金（如適用）將予以終止。

### 一般法律及監管風險

每隻子基金須遵守監管限制或影響其或其投資限制的法律變動，並須就此改變相關子基金奉行之投資政策及目標。此外，上述法律變動可能對市場氛圍造成影響，進而可能會影響指數或子基金的投資組合內證券乃至子基金之表現。無法預計因任何法律變動而產生之影響會否對子基金造成正面或負面影響。在最惡劣之情況下，單位持有人可能會損失其於子基金之大部分投資。

### 上市類別單位可能於香港聯交所除牌的風險

香港聯交所對於證券（包括上市類別單位）繼續在香港聯交所上市作出若干規定。概不能向投資者保證任何子基金會繼續符合必要的規定，以維持上市類別單位在香港聯交所上市，或保證香港聯交所不會更改其上市規定。倘子基金的上市類別單位在香港聯交所除牌，單位持有人將可選擇根據子基金的資產淨值，贖回其上市類別單位。只要相關子基金仍獲證監會認可，管理人將遵守守則規定的程序，包括向單位持有人發出通知，撤銷認可及終止（以適用者為準）等程序。倘證監會因任何原因撤銷子基金的認可，上市類別單位很可能亦須除牌。

### 稅務風險

投資於子基金或會對單位持有人產生稅務影響，視乎每名單位持有人的特定情況而定。極力主張有意投資者就其投資於單位可能產生的稅務後果諮詢本身的稅務顧問。該等稅務後果視乎不同的投資者而各有不同。

### 外國帳戶稅收遵從法相關風險

經修訂《1986年美國國內收入法》（「《國內收入法》」）第1471至1474條（提述為「FATCA」）已對美國和若干非美國人士（如信託或各子基金）施加規則。須對美國發行人的證券利息和股息款項徵收30%預扣稅，惟相關款項的收款人滿足旨在令美國國家稅務局（「國稅局」）識別於有關款項中享有權益的美國人士（具有《國內收入法》中的涵義）的若干規定，則除外。欲避免就支付予其的款項加以預扣，外國金融機構（如信託或各子基金）以及（一般而言）於美國境外組織的其他投資基金一般須遵守與美國國稅局訂立的協議（「外國金融機構協議」）的條款，依據該等條款其同意識別其屬於美國人士的直接或間接擁有人並且向美國國稅局報告有關該等美國人士擁有的若干資料以及其他事宜。

一般而言，若外國金融機構未簽署外國金融機構協議或不同意遵守外國金融機構協議條款且未另行獲豁免，則將對其所有「可徵收預扣稅的款項」（包括來源於美國的股息、利息和若干其他款項）徵

收30%的預扣稅。根據其後推出的FATCA規則，可歸於須徵收FATCA預扣稅款項的若干非美國來源的款項也可能須繳納FATCA預扣稅（提述為「外國轉付款項」），不過，目前美國財務部法規中對「外國轉付款項」的定義依然未定。

香港政府已採納「模式2」政府間協議，就實施FATCA訂立一項政府間協議（「IGA」）。依據該等「模式2」政府間協議，香港外國金融機構（如信託或各子基金）須遵守與美國國稅局訂立的外國金融機構協議的條款及於美國國稅局登記。否則，他們須就其可徵收預扣稅的款項繳納30%的預扣稅。

依據IGA，遵守外國金融機構協議的香港外國金融機構（如信託或各子基金）一般無須繳納上述30%的預扣稅。

信託或各子基金擬遵守FATCA下的規定以及外國金融機構協議的條款，從而避免繳納任何預扣稅。若信託或子基金不能遵守FATCA下的規定或外國金融機構協議的條款，則信託或相關子基金可能須對就可徵收預扣稅的款項繳納美國預扣稅。信託或相關子基金的資產淨值可能受到不利影響，並且可能因此蒙受重大損失。

若單位持有人並未提供所要求的資料及／或文件，不論是否實際導致信託或子基金不合規，或導致信託及／或子基金依據FATCA面臨繳納預扣稅的風險，代表信託及相關子基金的管理人保留權利採取其可採取的任何行動及／或尋求其可尋求的所有補救，在適用法律及法規的規限下，包括但不限於(i)向美國國稅局報告有關單位持有人的相關資料；及／或(ii)從有關單位持有人的帳戶中預扣、扣除或以其他方式向單位持有人收取適用法律及法規許可範圍內的任何有關稅務負債。採取任何該等行動或尋求任何該等補救的管理人在行事時須本著誠信原則、基於合理理由且遵守所有適用法律及法規。

信託或每隻子基金經已或將會於美國國稅局登記。

各單位持有人和有意投資者應就FATCA對其自身稅務狀況的潛在影響諮詢本身的稅務顧問。

#### 互相影響的風險

信託契據允許受託人及管理人發行獨立子基金及類別的單位。信託契據規定將負債歸入信託項下的不同子基金及子基金內的類別（負債會被歸入產生負債的特定子基金或子基金的類別（視情況而定））的方式。負債的債權人對相關子基金或類別的資產並無任何直接追索權（如受託人並無授予該名人士任何擔保權益）。然而，管理人及受託人將有權就信託整體面臨的任何訴訟、訟費、申索、賠償、開支或要求，從信託資產中獲得整體或任何部分補償及彌償，而倘其他子基金並無足夠資產結清應付管理人及／或受託人的金額，則本身並無擁有該等其他子基金的任何單位的子基金或類別（視情況而定）單位持有人可能被迫承擔就其他子基金或類別（視情況而定）產生的負債。因此，存在一隻子基金或類別（視情況而定）的負債可能不僅限於該子基金或類別，而須從一隻或多隻其他子基金或類別撥付的風險。

#### 交叉負債的風險

就簿記用途而言，信託項下的每隻子基金的資產及負債都將與任何其他子基金的資產及負債分開記錄，且信託契據規定每隻子基金資產應互相分立。不保證任何司法管轄區的法院將遵從有關負債的限制，及任何特定子基金的資產將會被用以清償任何其他子基金的負債。

## 信託及子基金的管理

### 管理人

信託及各子基金的管理人是日興資產管理香港有限公司，乃根據香港法律註冊成立並受證監會規管的有限公司。管理人根據證券及期貨條例獲發牌（證監會中央編號：AFH646）在香港進行以下受規管活動：第1類（證券交易）、第4類（就證券提供意見）及第9類（提供資產管理）。就第1類受規管活動而言，管理人僅會就集體投資計劃執行分銷職能。就第9類受規管活動而言，管理人不會為其他人士提供管理期貨合約投資組合的服務。另外，管理人不會持有客戶資產。

管理人為Nikko Asset Management International Limited的全資附屬公司，而Nikko Asset Management International Limited為三井住友信託控股有限公司的間接全資附屬公司。

管理人可不時就任何子基金委任其他副投資管理人或投資受委人，惟須經證監會事先批准。任何副投資管理人或投資受委人的詳情將在相關子基金的附錄內披露。副投資管理人或投資受委人的酬金將由管理人承擔，除非相關附錄內另有列明。

管理人的董事及彼等的履歷載列如下：

#### *Yasuaki Ogiwara*

Yasuaki Ogiwara於2015年4月加入日興資產管理有限公司，現為管理人的總裁。彼負責支援管理人向亞洲各地的投資者提供綜合解決方案。Ogiwara先生於1981年4月在丸紅株式會社開展事業，其後於1987年9月轉職至野村證券。彼在野村任職時累積豐富的國際業務經驗，包括先後在Nomura Nederland、Nomura Europe Finance (NEF)及野村投資管理香港有限公司擔任總裁及董事總經理等角色。

#### *Eleanor Seet Oon Hui*

Eleanor為管理人的非執行董事。

Eleanor於2011年加入Nikko Asset Management Asia Limited，出任總裁及執行董事。彼於2015年成為日興資產管理集團的亞洲（日本除外）主管，肩負推動區內業務發展之重任。彼負責監督日興資產管理集團的新加坡及香港辦事處，所管理員工約有140人。此外，彼負責監督日興資產管理集團在中國及馬來西亞的合營業務關係，亦為Affin Hwang Asset Management Berhad的董事會成員。

Eleanor活躍於業內，現時擔任新加坡投資管理協會(IMAS)的執行委員，亦為銀行金融協會基金管理工作組成員。彼為彭博Women's Buy-side Network的創會成員，該會追蹤未來投資趨勢，並熱心為區內的下一代資產管理人樹立榜樣。彼為新加坡國立大學商學院的CAMRI Advisory Council成員。

於2017年，Eleanor獲新加坡銀行金融協會頒授IBF Fellow榮譽。這個IBF Fellow銜頭旨在表揚展現思想領導能力及致力推動行業發展的業內資深人士。

Eleanor為資產管理行業的先驅，擁有逾20年經驗。在加入Nikko Asset Management Asia Limited之前，彼領導安碩的分銷工作，專注於整個亞洲（日本除外）的財富管理分部。

在此之前，Eleanor在AllianceBernstein工作12年，任職期間負責建立及發展該公司的分銷渠道及業務。在該職位上，彼負責該公司透過中介機構在東南亞進行產品發售的整體策略及執行。

彼畢業於悉尼新南威爾士大學，持有經濟學士學位。

#### *Kiyotaka RYU*

Kiyotaka為管理人的非執行董事。

Kiyotaka於2018年7月獲委任為日興資產管理有限公司的首席行政官，並於2018年12月擔任日興資產管理有限公司的署理首席風險主任。彼負責整體業務規劃及管理，以支援中後勤辦公室職能，以及領導日興資產管理有限公司的全球風險管理職能。

Kiyotaka於2007年9月加入日興資產管理有限公司的內部審計部，並晉升為內部審計主管，領導日興資產管理有限公司集團內部審計工作達三年半之久。

在加入日興資產管理有限公司前，彼在畢馬威會計師事務所工作，擔任金融及科技業務核數師。彼為來自不同行業（包括金融業）的客戶提供服務。

彼為合資格會計師，亦為美國註冊會計師協會會員。

彼畢業於早稻田大學，持有人文科學文學士學位，亦獲新南威爾士大學頒授專業會計碩士學位。

## 受託人

信託受託人是BNP Paribas（透過其香港分行行事）。BNP Paribas為根據法國法例成立的銀行，編號為662 042 449，亦是根據法國法例成立的上市有限公司，其註冊辦事處位於16 boulevard des Italiens, 75009 Paris, France，獲歐洲央行及法國審慎監管及管理機構（*Autorité de Contrôle Prudentiel et de Résolution*）認可及受其監管。受託人根據香港《銀行業條例》獲香港金融管理局認可為香港持牌銀行，並根據證券及期貨條例在證監會登記，以在香港進行第1類（證券交易）、第4類（就證券提供意見）、第6類（就機構融資提供意見）及第9類（提供資產管理）受規管活動。

依據信託契據，受託人負責在信託契據的規限下保管信託及各子基金的資產。

受託人可不時獨自或聯同管理人委任一位或多位其認為合適的人士（包括但不限於其任何關連人士）作為託管人、代名人、代理人或受委人，以持有信託基金或任何子基金所包含的所有或任何投資、資產或其他財產，並可授權任何有關人士在經受託人（在共同委任有關人士的情況下包括管理人）事先書面同意的情况下委任共同託管人及／或分託管人（上述每名託管人、代名人、代理人、受委人、共同託管人及分託管人稱為「聯絡人」）。受託人須要(a)在挑選、委任及監督聯絡人時，合理謹慎、具技巧及勤勉地行事及(b)在考慮委任該等聯絡人的市場的前提下，確信聘請的每位聯絡人持續保持適當的資質及能力以向信託基金或任何子基金提供有關服務。受託人應對任何身為受託人關連人士的聯絡人的作為及不作為負責，猶如受託人作為或不作為一般，惟若受託人已履行本段(a)及(b)所載本身的責任，則受託人無須對非受託人關連人士的任何聯絡人的任何作為、不作為、無力償債、清盤或破產承擔任何責任。

在前段規限下，受託人對(i)管理人委任的任何代理人及人士；(ii)與存於相關存管處或結算系統的任何證券有關的任何存管處或結算系統；或(iii)任何登記處（若受託人為登記處除外）、參與證券商、交易對手、第三方服務供應商及顧問的作為或不作為概不承擔任何責任，亦不會就所引致的任何損失或損害負責。

在信託契據規定的規限下，受託人無須對信託及／或任何子基金的投資表現所引致的損失負責。

在遵守信託契據的規定下，對於受託人在行使其所獲賦予的任何權力、職權或酌情權時所招致或產生的任何訴訟、費用、申索、損害賠償、負債、支出（包括所有法律、專業及其他類似支出）或索償要求（合稱為「獲彌償申索」）（根據香港法律規定的或因受託人的欺詐或疏忽引起的違反信託行為所引致者除外），受託人有權從信託及／或每隻子基金的資產獲得彌償，而就此而言，受託人對於作出或引起上述獲彌償申索的相關子基金的資產，或在上述獲彌償申索與整個信託、信託基金或其任何部分有關的情况下的相關資產具有追索權。在適用法例及信託契據條文的規限下，若受託人或其委任的任何主管人員、僱員、代理人或受委人並沒有欺詐、疏忽或故意違約行為，受託人無須就信託、任何子基金或任何單位持有人的任何損失、費用或損害或所造成的不便負責。

受託人的委任可在信託契據訂明的情況下終止。

受託人有權按照信託契據的條文獲得「子基金應付的費用及開支」一節訂明的費用及獲償付所有費用及支出。

## 全球託管人

受託人已委任BNP Paribas（透過其新加坡分行行事）（註冊地址為20 Collyer Quay #01-01, Singapore 049319）為信託的全球託管人（「全球託管人」）。BNP Paribas（透過其新加坡分行行事）為受新加坡金融管理局規管的新加坡持牌銀行，自1999年10月20日起獲批銀行牌照。

BNP Paribas為根據法國法例成立的銀行，編號為662 042 449，亦是根據法國法例成立的上市有限公司，而其註冊辦事處位於16 boulevard des Italiens, 75009 Paris, France，獲歐洲央行及法國審慎監管及管理機構認可及受其監管。

根據受託人與全球託管人訂立的全球託管協議，全球託管人將擔任信託及子基金的資產的託管人，而全球託管人可根據相關託管服務協議，由其直接或透過其代理人、分託管人或受委人持有該等資產。

## 登記處

BNP Paribas (透過其香港分行行事) 已獲委任為登記處及轉讓代理，以負責登記處職能，包括保持單位持有人的有關登記冊的資料屬最新和準確，並安排每隻子基金單位的發行及變現。

在信託契據條文規限下，BNP Paribas (透過其香港分行行事) (以其作為受託人及登記處的身份) 及 BNP Paribas Group 內其他實體 (統稱「BNP」) (i) 除有關BNP的披露外，並無核實本基金說明書所載的資料；(ii) 除對有關BNP的披露表示同意外，對本基金說明書的編製並不負責；及(iii) 並無促使或另行授權本基金說明書的刊發。BNP及其僱員或主管人員對於本基金說明書的錯誤或遺漏概不以任何形式承擔任何責任或義務。BNP並不參與信託的管理，亦不保證信託及其子基金的成功或表現以及資本的償付或資本或收益的任何特定回報率。

## 基金會計師

管理人已委任BNP Paribas (透過其新加坡分行行事) (註冊地址為20 Collyer Quay #01-01, Singapore 049319) 為信託的基金會計師。BNP Paribas (透過其新加坡分行行事) 為受新加坡金融管理局規管的新加坡持牌銀行，自1999年10月20日起獲批銀行牌照。

根據管理人與基金會計師訂立的行政協議，基金會計師將擔任信託及各子基金的會計師。基金會計師的角色將包括 (但不限於) 保存各子基金的賬目、財務賬冊及記錄、釐定資產淨值，並就編製財務報表與核數師聯絡。

## 服務代理或兌換代理 (僅對上市類別單位適用)

依據服務協議或兌換代理協議的條款，香港證券兌換代理服務有限公司擔任服務代理或兌換代理 (視每隻子基金的情況而定)。服務代理或兌換代理透過香港結算提供有關參與證券商增設及贖回子基金的上市類別單位的若干服務。

## 核數師

管理人已委任香港羅兵咸永道會計師事務所出任信託及各子基金的核數師 (「核數師」)。核數師獨立於管理人及受託人。

## 參與證券商 (僅對上市類別單位適用)

在作出增設申請及贖回申請時，參與證券商可為其本身帳戶或為閣下 (作為其客戶) 的帳戶行事。不同的子基金可能會有不同的參與證券商。各子基金的最新參與證券商名單可在每隻子基金的網站 (請參閱相關附錄，該等網站及本基金說明書所提述的任何其他網站的內容均未經證監會審核) 瀏覽。

## 莊家 (僅對上市類別單位適用)

莊家為獲香港聯交所許可的經紀或證券商，負責在二級市場為上市類別單位作價，其責任包括當上市類別單位於香港聯交所存在當前買入價與賣出價之間較大買賣差價時，向潛在賣方提供買入價及向潛在買方提供賣出價。該等莊家會在需要時根據香港聯交所的莊家規定，在二級市場提供流動性，以提高單位買賣效率。

在適用監管規定的規限下，管理人將盡最大努力作出安排，致使最少有一名莊家為每個上市類別單位維持市場，以及 (若就子基金的上市類別單位採納雙櫃台) 為每個可供買賣的櫃台的每個上市類別單位維持市場。若香港聯交所撤回對現有莊家的許可，管理人將盡最大努力作出安排，致使每個類別 (若子基金採納雙櫃台，則每個櫃台) 至少有另外一名莊家促進上市類別單位的有效買賣。管理人將盡最大努力作出安排，致使每個類別 (若子基金採納雙櫃台，則每個櫃台) 至少有一名莊家在終止莊家安排前發出不少於三個月的通知。各子基金的最新莊家名單可在 [www.hkex.com.hk](http://www.hkex.com.hk) 及 [www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf) (此網站及本基金說明書提述的任何其他網站的內容均未經證監會審核) 瀏覽。有關該網站所載資料的警告及免責聲明，請參閱「網站資料」一節。



## 上市代理（僅對上市類別單位適用）

就每隻設有上市類別單位的子基金而言，管理人可根據《香港聯合交易所有限公司證券上市規則》就子基金於香港聯交所上市為有關子基金委任一名上市代理。任何上市代理須為獲證監會登記或發牌從事（其中包括）《證券及期貨條例》下第6類受規管活動（就機構融資提供意見）的登記機構或持牌法團。各子基金的上市代理名稱在該子基金的相關附錄中載列。

## 利益衝突及非金錢利益

管理人、受託人及副管理人可不時擔任獨立且有別於本信託及各子基金的任何集體投資計劃的管理人、分投資管理人、投資受委人、投資顧問、受託人或託管人或者其他有關職位，並可保留由此而獲得的任何溢利或利益。

此外：

- (a) 經受託人事先書面同意後，管理人或其任何關連人士可作為一隻子基金代理為相關子基金的利益買賣投資或作為主事人交易任何子基金。
- (b) 受託人、管理人及其任何關連人士可互相或與任何單位持有人或其任何股份或證券構成相關子基金之部分資產的任何公司或團體訂約或進行任何財務、融資或其他交易。
- (c) 受託人或管理人或其任何關連人士可成為單位的所有人，並以彼等若非受託人或管理人或其任何關連人士而原應享有的權利持有、出售或另行處理有關單位。
- (d) 受託人、管理人、副管理人及其任何關連人士可為彼等本身的利益或為彼等其他客戶（如適用）的利益買入、持有、交易任何證券或其他財產或提供有關見，即使一隻子基金可能持有上述證券、類似證券或其他財產。
- (e) 可為一隻子基金的利益向受託人、管理人、任何投資受委人或其任何屬銀行或其他金融機構的關連人士中的任何一方作出任何借款或存款安排，惟上述人士須按不高於（如屬借款）或不低於（如屬存款）與地位相似的機構以同種貨幣進行類似種類、規模及年期之交易的現行利率或金額收取或支付（視情況而定）按一般及日常業務過程公平商定的利息或費用。任何上述存款應按符合單位持有人最佳利益的方式保存。
- (f) 受託人、管理人、副管理人及其任何關連人士概毋須向彼此或任何子基金或單位持有人交代自任何上述交易所賺取、獲得或與其有關的任何溢利或利益。

當管理人認為作為投資組合管理的一部分，有關交叉交易可達到子基金的投資目標及政策以符合單位持有人的最佳利益時，管理人亦可就子基金的賬戶與管理人或其關連人士的賬戶訂立交易（「交叉交易」）。該等交叉交易只會在以下情況下進行：(i)買賣決定符合子基金及其他客戶的最佳利益，並遵從子基金及其他客戶的投資目標、限制及政策；(ii)該等交叉交易按現行市值公平地執行及(iii)該等交叉交易的理由已在執行前記錄在案。

因此，受託人、管理人、副管理人或彼等的任何關連人士中的任何一方均可能在經營業務過程中與一隻子基金存在潛在利益衝突。在此情況下，各方在任何時間均須考慮其對相關子基金及單位持有人所須承擔的義務，並盡力確保有關衝突得到公正解決。

受適用規則及法規之規限，管理人、其受委人或其任何關連人士可作為代理，按照正常市場慣例為或與某一子基金訂立投資組合交易，惟於該等情況下向相關子基金收取的佣金不得超過慣常的全面服務經紀費。若經紀不提供除經紀事務以外的研究或其他合法服務，則該經紀通常將收取低於慣常全面服務經紀費的經紀佣金。若管理人將某一子基金投資於由管理人、其受委人或其任何關連人士管理的集體投資計劃的股份或單位，則相關子基金所投資計劃的管理人須免除其有權就購入股份或單位而為自身利益收取的任何初期或首次費用，且相關子基金承擔的年度管理費（或應付予管理人或其任何關連人士的其他成本及費用）總額不得增加。

管理人、其受委人（包括投資受委人，如有）或其任何關連人士不得保留任何因某一子基金買賣或貸出投資而直接或間接自第三方收取的任何現金佣金回扣或其他付款或利益（本基金說明書或信託契據另有規定則除外），而已收取的任何該等回扣或付款或利益須計入相關子基金的帳戶。

管理人、其受委人（包括投資顧問，如有）或其任何關連人士可以從透過其開展投資交易的經紀及其他人士（「經紀」）收取及有權保留對相關子基金整體明顯有利，並且可透過向相關子基金提供服務而有助於改善相關子基金或管理人及／或其任何關連人士表現（如守則、適用規則及法規可能允許）的商品、服務或其他福利，比如研究和諮詢服務、經濟和政治分析、投資組合分析（包括估值及表現測量）、市場分析、資料及報價服務、上述商品及服務附帶的電腦硬體及軟件、結算和託管服務以及投資相關出版物（亦即非金錢利益），惟交易執行的質素須與最佳執行標準一致，並且經紀費不得超過慣常機構全面服務經紀費，而獲得非金錢安排並非與有關經紀或證券商進行或安排交易的唯一或主要目的。為免生疑，該等商品及服務不包括差旅住宿、娛樂、一般行政商品或服務、一般辦公設備或場所、會員費、僱員薪金或直接現金付款。非金錢佣金安排的詳情在相關子基金的年報中予以披露。

受託人向信託及子基金提供的服務不被視作獨家服務，受託人可自由向其他人士提供類似服務（只要不損及其根據本基金說明書提供的服務），並可為其利益保留就此應付的一切費用及其他款項供其使用，而對於受託人在向其他人士提供類似服務過程中或在以任何其他身份開展其業務過程中或以任何其他方式獲悉（於履行其於信託契據下義務過程中獲悉者除外）的任何事實或事務，受託人不應被視為因獲悉該等事實或事務而受到影響或有任何義務須向任何子基金作出披露。

受託人、管理人、副管理人、登記處、託管人、分託管人、服務代理或兌換代理（視情況而定）以及其各自的控股公司、子公司及聯屬公司的廣泛業務，亦可能會導致利益衝突。上述各方可進行出現利益衝突的交易，且毋須對由此產生的任何溢利、佣金或其他酬金作出交代（但須受信託契據的條款規限）。然而，由或代表某一子基金進行的所有交易將按公平條款進行並符合單位持有人的最佳利益。只要某一子基金獲證監會認可及以下條文屬守則的適用規定，管理人（若與管理人、投資受委人、受託人或彼等各自的任何關連人士有關連的經紀或證券商進行交易）須確保其遵守下列責任：

- (a) 有關交易須按公平條款進行；
- (b) 須妥善審慎選擇經紀或證券商，並確保彼等在該等情況下具有合適資格；
- (c) 執行交易時須符合適用的最佳執行標準；
- (d) 支付予任何有關經紀或證券商的交易費或佣金不得高於按現行市場費率就同等規模及性質的交易應付的交易費或佣金；
- (e) 管理人必須監管該等交易，以確保履行其責任；及
- (f) 該等交易的性質及有關經紀或證券商所收取的總佣金及其他可量化利益須於相關子基金的年度財務報表內披露。

## 法定及一般資料

### 報告及賬目

信託（及各子基金，相關附錄內另有指明除外）的財政年度年結日為每年6月30日。經審核年度賬目須於各財政年度年結日後四個月內根據香港財務報告準則編製，並以英語在管理人網站上刊載。亦須編製截至每年12月31日（相關附錄內另有指明除外）的半年度未經審核報告，並須於該日起計兩個月內在管理人網站上刊載。該等賬目一經刊登於管理人網站，投資者將會於相關時限內接獲通知。

各子基金的經審核年度賬目及半年度未經審核報告僅提供英文版。誠如下文「通知」所述，印刷本可聯絡管理人向其免費索取。

該等賬目及報告將提供在相關期間內各子基金表現和相關指數實際表現的比較，以及守則要求提供的其他資料。

管理人有意在編撰各子基金的年度財務賬目時採納香港財務報告準則。然而，應注意根據「設立費用」一節攤銷子基金的設立費用時，可能會偏離有關賬目準則，但管理人預期在一般情況下有關問題不大。管理人可在年度財務賬目內作出所需調整，以符合香港財務報告準則，並在信託的經審核賬目內加入對賬註釋。

### 信託契據

信託及每隻子基金乃按信託契據，根據香港法例成立。全體單位持有人均有權享有信託契據帶來的利益，同時亦須受信託契據條文約束及視作已知悉有關條文。信託契據載有在若干情況下以信託基金資產彌償受託人及管理人及免除彼等責任的條文（於下文「對受託人及管理人的彌償保證」概述）。單位持有人及有意申請人應查閱信託契據的條款。

### 對受託人及管理人的彌償保證

受託人及管理人享有信託契據的多項彌償保證。除信託契據項下規定者外，對於因子基金的正常表現而直接或間接引致的任何獲彌償申索，受託人及管理人有權自信託基金獲得彌償及有權對信託基金提出追索。信託契據中概無規定，受託人或管理人（視情況而定）(i)可免除有關其職責的香港法例項下施加對單位持有人的任何責任或因欺詐或疏忽違反信託而產生的責任，或(ii)可就該等責任獲得單位持有人彌償或在單位持有人承擔費用下獲得彌償。

### 修訂信託契據

受託人及管理人可同意以補充契據修訂、更改或增補信託契據的條文，前提是受託人以書面形式認證有關修訂、更改或增補(i)不會嚴重損害任何子基金的單位持有人的利益，不會在任何重大方面免除受託人或管理人或任何其他人士對單位持有人的任何責任，以及（有關補充契據所產生的成本、收費、費用及開支除外）不會增加從任何子基金資產中撥付的費用及支出；或(ii)為遵守任何財政、法定、監管或官方規定（無論是否具有法律效力）所必需；或(iii)為糾正明顯錯誤而作出。在所有其他涉及重大變動的情況下，修訂、更改及增補須經利益整體受影響的單位持有人以特別決議案批准，或僅利益受影響的子基金或某類別單位的單位持有人的特別決議案批准。信託契據的所有修訂亦須經證監會事先批准（如需獲得有關批准）。

如果證監會或守則規定須作出有關通知，則管理人將向受影響的單位持有人通知有關修訂。

### 終止

倘發生下列情形，則受託人可終止信託：(i)管理人清盤或委任接管人並於60日內未被解除委任；或(ii)受託人認為管理人無法在令人滿意的情況下履行其職責；或(iii)管理人未能在令人滿意的情況下履行其職責或受託人認為管理人的行為蓄意導致信託聲譽受損或損害單位持有人利益；或(iv)通過一項法律從而導致繼續營運信託屬違法、或受託人及管理人認為屬不切實可行或不明智或；(v)在現任管理人被免職後30日內受託人未能物色合適人選作為新的管理人，或獲提名人士未能獲單位持有人通過特別決議案批准；或(vi)受託人書面通知管理人其有意退任後，管理人於接獲受託人通知後60日內未能覓得願意擔任受託人的合適人士。

倘發生下列情形，則管理人可終止信託：(i)自信託契據日期起計一年後，各子基金的所有已發行單位的資產淨值總額少於5,000萬美元（或相關附錄訂明的其他金額）；(ii)通過或修訂任何法律或法規或

實施任何監管法令或命令，而對信託造成影響並導致信託不合法或管理人真誠認為繼續經營信託屬不切實可行或不明智；(iii)管理人認為繼續經營信託屬不切實可行或不明智（包括但不限於經營信託在經濟上不再可行的情形）；(iv)倘信託下的所有子基金均為跟蹤指數的子基金，而所有該等子基金的相關指數不可再作為基準指標；(v)倘信託下的所有子基金僅設有上市類別單位，而所有該等子基金的單位不再於香港聯交所或管理人不時釐定的任何其他證券交易所上市；(vi)倘信託下的所有子基金僅設有上市類別單位，而在任何時候，所有該等子基金不再擁有任何參與證券商；或(vii)在受託人退任後或管理人根據信託契據決定罷免受託人後，在從商業角度而言作出合理努力的情況下管理人未能在一段合理時間內物色到管理人接受的人選作為新受託人。

倘發生下列情形，管理人可於書面通知受託人後全權酌情決定終止某一子基金：(i)於該子基金成立日期起計一年後，相關子基金所有已發行單位的資產淨值總額低於2,000萬美元（或相關附錄訂明的其他金額）；(ii)通過或修訂任何法律或法規或實施任何監管法令或命令，而對相關子基金造成影響並導致相關子基金不合法或管理人真誠認為繼續經營相關子基金屬不切實際或不明智；(iii)其指數（如有）不可再作為基準指標或倘僅設有上市類別單位的子基金的單位不再於香港聯交所或管理人不時釐定的任何其他證券交易所上市；(iv)（就僅設有上市類別單位的子基金而言）在任何時候，相關子基金不再擁有任何參與證券商；或(v)管理人無法實行其投資策略。此外，單位持有人可隨時通過特別決議案，藉以批准終止信託或相關子基金。

倘發生下列情形，管理人可於書面通知受託人後全權酌情決定終止某一子基金：(i)管理人進行清盤（根據先前獲受託人書面批准的條款進行重組或合併而進行清盤除外）或就子基金任何資產委任接管人而於60日內並無解除；(ii)受託人基於合理及充分理由認為並以書面向管理人表明，管理人無能力根據本契據滿意地履行其職責；(iii)管理人未有根據本契據滿意地履行其職責，或管理人作出任何其他事宜而受託人認為蓄意導致信託聲譽受損或損害持有人的利益；(iv)通過任何法例而導致子基金不合法或受託人及管理人認為繼續經營信託屬不切實際或不明智；(v)在管理人被免職後30日內受託人未能物色合適人選擔任新管理人，或獲受託人提名的人士未能在單位持有人會議上獲特別決議案批准；及(vi)倘受託人決定退任並以書面通知管理人其有意退任後，管理人於接獲受託人通知後60日內未能覓得願意擔任受託人的合適人士，則受託人可終止信託。

終止信託或某一子基金的通知將於獲得證監會批准後寄發予單位持有人。通知中將載有終止的原因、終止信託或相關子基金對單位持有人的後果及其他可供彼等選擇的方案，以及守則規定提供的任何其他資料。受託人於終止情況下所持有的任何未領取款項或其他款項可在該等款項成為應付起計滿12個曆月後繳存予法庭，惟受託人有權從該等款項中扣除作出上述付款時可能產生的任何開支。

投資者應注意，鑑於上市類別單位於香港聯交所上市的性質，同一子基金的上市類別單位與非上市類別單位適用的終止程序或會有所差異。若信託、子基金或某一特定單位類別終止，單位持有人會接獲適用於其所持有有關單位類別的相關終止程序的通知。

## 派息政策

管理人將考慮每隻子基金的淨收入、費用和成本，為每隻子基金採納其認為適當的分派政策。就每隻子基金而言，此分派政策（包括分派貨幣）將在相關附錄中訂明。分派經常取決於就相關子基金所持證券的派息，而有關派息又取決於管理人無法控制的因素，包括整體經濟狀況以及相關實體的財政狀況及分派政策。

若相關附錄訂明，管理人可酌情(i)從資本或(ii)從總收益中撥付分派，而子基金的所有或部分費用及開支乃從子基金或類別的資本中扣除／支付，致使相關子基金或類別可用作支付分派的可分配收益增加，因此相關子基金或類別實際上可從資本中撥付分派。從資本中或實際上從資本中撥付分派，意即退還或提取投資者的原先投資金額或該原先投資應佔的資本收益的部分款項。任何分派如涉及從子基金或類別的資本中或實際上從子基金或類別的資本中撥付分派，可能會導致每單位資產淨值即時減少。

概不保證該等實體將會宣派或撥付股息或分派。

## 備查文件

下列有關每隻子基金的文件副本可在管理人的辦事處免費查閱，亦可向管理人索取其副本，(b)項文件副本可免費索取，但會就(a)項中的每套文件收取合理費用：

(a) 信託契據；及

(b) 信託及每隻子基金的最近期年度財務報表（如有）以及信託及每隻子基金的最近期中期財務報

表（如有）。

## 證券及期貨條例第XV部

證券及期貨條例第XV部載列適用於香港上市公司的香港權益披露制度。該制度並不適用於信託等在香港聯交所上市的單位信託。因此，上市類別單位的單位持有人毋須披露其於子基金的權益。

## 反洗黑錢法規

管理人、受託人、登記處及參與證券商有責任防止洗黑錢活動及遵守管理人、受託人、登記處、每隻子基金或相關參與證券商須遵守的所有適用法律。作為上述責任的一部分，管理人、受託人、登記處或相關參與證券商可在其認為合適的時候隨時要求對投資者身份及任何單位申請款項來源進行詳細核實。

延遲或未能提供所需文件可能導致延遲或拒絕申請或預扣贖回所得款項。為了反洗黑錢及／或打擊恐怖分子資金籌集，管理人可強制贖回任何單位持有人持有的單位。

在法律允許的範圍內，為了打擊洗黑錢和恐怖分子資金籌集，管理人可與其聯屬公司共享有關單位持有人的資料。

## FATCA或其他適用法律的合規認證

各單位持有人 (i) 在受託人或管理人的要求下，應按規定提供受託人或管理人就信託或子基金以下目的而合理要求及接受的任何表格、認證或其他必要資料：(a) 為免預扣（包括但不限於根據FATCA須繳付的任何預扣稅）或符合資格就信託或子基金從或通過任何司法管轄區收取的款項享有經調減的預扣或預留稅率及／或 (b) 根據國內收入法及根據國內收入法頒佈的美國財政部規例履行申報或其他責任，或履行與任何適用法律、規例或與任何司法管轄區的任何稅務或財政機關達成的任何協議有關的任何責任，(ii) 將根據其條款或後續修訂更新或更替有關表格、認證或其他資料，以及 (iii) 將在其他方面遵守美國、香港或任何其他司法管轄區所施加的任何申報責任（包括未來立法規定可能施加的申報責任）。

## 向機關披露資料的權力

在香港適用法律及法規的規限下，管理人、受託人或其任何獲授權人士（如適用法律或規例允許）可能需向任何司法管轄區的任何政府機構、監管機關或稅務或財政機關（包括但不限於國家稅務局及香港稅局）申報或披露若干有關單位持有人的資料，包括但不限於單位持有人的姓名、地址、出生所在司法管轄區、稅務居民身份、稅務識別號碼（如有）、社會保障號碼（如有），以及若干有關單位持有人的持份、帳戶結餘／價值，以及收入或者出售或贖回所得款項的資料，以使子基金能夠遵從任何適用法律或規例或與稅務機關達成的任何協議（包括但不限於根據FATCA的任何適用法律（包括與自動交換資料有關的任何法律、規則及規定）、規例或協議）。

## 流動性風險管理

管理人已設定流通性管理政策，使其能夠辨識、監察及管理子基金的流通性風險，並確保相關子基金投資的流通性狀況將便利履行每隻子基金應付贖回要求的責任。該政策與管理人的流通性管理工具合併，亦尋求在大量贖回情況下達致公平對待單位持有人及保障剩餘單位持有人的權益。

管理人的流通性政策顧及每隻子基金的投資策略、流通性狀況及贖回政策。此等措施為所有投資者尋求公平待遇及透明度。

流通性管理政策涉及在持續基礎上監察每隻子基金所持投資的狀況，以確保該等投資與贖回政策相符，並將便利履行各子基金應付贖回要求的責任。此外，流通性管理政策包括為在正常及特殊市況下管理子基金的流通性風險而由管理人執行的定期壓力測試詳情。

管理人可運用以下工具來管理流動性風險：

- 對任何交易日可贖回的單位數目設限；
- 公平市值；及

- 暫停交易（在極端流動性的限制下）

作為一項流通性風險管理工具，管理人可限制在任何交易日所贖回的子基金單位的單位數目（包括上市類別單位及非上市類別單位兩者），最高不得超過子基金當時已發行基金單位（包括上市類別單位及非上市類別單位兩者）資產淨值總額的10%（或管理人就子基金可能釐定的更高百分比）（受標題為「遞延贖回」章節下的條件所規限）。

有關上述工具及對投資者所造成影響的詳情，請參閱本基金說明書內「增設及贖回的暫停」和「遞延贖回」分節以及「釐定資產淨值」一節。投資者應注意，存在的風險在於該等工具在管理流動性及贖回風險時未必經常有效。

### 指數使用許可協議（僅對跟蹤指數的子基金適用）

有關每個指數的詳情，請參閱相關附錄。

### 指數的重大變動（僅對跟蹤指數的子基金適用）

如有任何可能影響指數認受性的事件，應諮詢證監會。與指數相關的重大事件將在可行情況下盡快通知相關子基金的單位持有人。該等事件可能包括指數的編製或計算方法／規則的變動，或指數目標或特性的變動。

### 更換指數（僅對跟蹤指數的子基金適用）

管理人保留權利在獲得證監會事先批准，以及管理人認為相關子基金的單位持有人利益不會受到不利影響的情況下，按照守則及信託契據的條文以另一隻指數替代指數。可能發生上述更換指數的情況包括但不限於以下事件：

- (a) 相關指數不再存在；
- (b) 指數的使用許可已終止；
- (c) 現有的指數已由新的指數取代；
- (d) 可供使用的新指數在特定市場被視作投資者的市場基準及／或被視作較現有的指數對單位持有人而言更有利；
- (e) 投資於指數所包含的證券變得困難；
- (f) 指數提供者將許可費用增加至管理人認為過高的水平；
- (g) 管理人認為指數的質素（包括數據的準確性及可提供性）已下降；
- (h) 指數的公式或計算方法作出重大修改，令管理人認為指數不可接受；
- (i) 無法取得可用於有效管理投資組合的工具及技巧；及
- (j) 管理人認為，對於相關子基金有更加適合的指數。

管理人可在相關指數出現變動或包括因指數的使用許可終止在內任何其他原因而更改子基金的名稱。若(i)相關子基金對相關指數的使用及／或(ii)相關子基金的名稱有任何變動，將會知會投資者。

### 互聯網上可供查閱的資料

管理人將會以中、英文（除另行訂明外）在每隻子基金的網站（請參閱相關附錄）（該等網站的內容未經證監會審核或批准）及（如適用）香港交易所網站[www.hkex.com.hk](http://www.hkex.com.hk)刊登有關每隻子基金（包括（就跟蹤指數的子基金而言）相關指數）的要聞及資料，包括：

- (a) 本基金說明書及每隻子基金的產品資料概要（經不時修訂）。投資者應注意，若子基金向香港投資者發售非上市類別單位，將會就同一子基金內的每個上市類別單位及非上市類別單位提供各自的產品資料概要；

- (b) 最新的年度經審核賬目及半年度未經審核中期報告（僅提供英文版）；
- (c) 有關對任何子基金作出的可能對其投資者帶來影響的重大變更（如對本基金說明書（包括各產品資料概要）或任何信託及／或子基金組成文件的重大修改或增補）的任何通知；
- (d) 任何由管理人就任何子基金發出的公告，包括關於子基金及（如適用）子基金的指數、暫停增設及贖回單位、暫停計算資產淨值、收費調整（就上市類別單位而言）以及暫停及恢復其單位買賣的資料；
- (e) （就上市類別單位而言）每隻子基金的實時或接近實時指示性每單位資產淨值（於每個交易日每15秒更新一次），以子基金的基礎貨幣及各交易貨幣計算；
- (f) 以子基金的基礎貨幣計算的每隻子基金的最後資產淨值，以及以子基金的基礎貨幣及各交易貨幣計算的每隻子基金的最後每單位資產淨值（於每個交易日每日更新一次）；
- (g) 每隻子基金的過往表現資料；
- (h) （就跟蹤指數的子基金而言）每隻子基金的年度跟蹤差異及跟蹤誤差；
- (i) 每日更新一次的全面投資組合資料；
- (j) （就上市類別單位而言）參與證券商及莊家的最新名單；及
- (k) 連續12個月分派的組成（若適用於子基金）（即從(i)可供分派淨收入，及(ii)資本支付的相對款額（如有））。

上述接近實時的指示性每單位資產淨值屬指示性及僅供參考。該數值於香港聯交所交易時段內每15秒更新一次。

就日興資產管理環球互聯網ETF及日興資產管理元宇宙主題主動型ETF而言，以港元計值的接近實時指示性每單位資產淨值的計算方法為，以美元計值的接近實時指示性每單位資產淨值乘以接近實時美元兌港元匯率（由ICE Data Services提供）。由於以美元計值的指示性每單位資產淨值在相關股市收市後不會更新，此期間以港元計值的指示性每單位資產淨值（如有）的變動僅由於接近實時匯率的變動產生。以港元計值的最後收市的每單位資產淨值屬指示性及僅供參考，計算方法為以美元計值的官方最後收市的每單位資產淨值乘以假定匯率（即非實時匯率），而該匯率乃由WM Co Reuters於同一個交易日下午四時正（倫敦時間，該時間(i)相等於英國夏令時間下午11時正（香港時間）；及(ii)（如非英國夏令時間）相等於上午十二時正（香港時間））提供的港元固定匯率。

有關指數的實時更新資料可透過其他財經數據提供商索取。閣下須自行透過管理人網站([www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf))及指數提供商就日興資產管理環球互聯網ETF設立的網站(<https://www2.sgx.com/indices/products/ifid>)（該等網站或本基金說明書提述的任何其他網站的內容均未經證監會審核）取得有關相關指數的其他及最新經更新資料（包括但不限於相關指數計算方式的描述、相關指數成份變動、編製及計算相關指數方式的任何變動）。有關該等網站所載資料的警告及免責聲明，請參閱以下「網站資料」一節。

## 通知

所有向管理人及受託人發出的通知及通訊均須以書面形式送達以下地址：

### 管理人

日興資產管理香港有限公司  
香港中環  
德輔道中60-68號  
萬宜大廈24樓

### 受託人<sup>^</sup>

BNP Paribas（透過其香港分行行事）  
香港  
鰂魚涌  
英皇道 979 號  
太古坊  
電訊盈科中心 21 樓

<sup>^</sup> 此為受託人的通訊地址，用於接收所有寄發予受託人的通知及通訊。如欲查看信託人的註冊地址，請參閱本基金說明書的參與方名錄。

## 網站資料

單位僅根據本基金說明書所載資料進行發售。本基金說明書凡提述可能從中獲得進一步資料的其他網站及資料來源，僅旨在協助閣下獲得所示有關事項的進一步資料，有關資料並不構成本基金說明書的一部分。管理人或受託人並無責任確保該等其他網站及資料來源（如有）所載的資料為準確、完整及／或屬最新，並且管理人及受託人概不就任何人士使用或依賴該等其他網站及資料來源所載的資料承擔任何責任，惟就管理人而言，信託網站[www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf)（該網站及本基金說明書所提述其他網站的內容均未經證監會審核）則除外。該等網站所載資料及材料均未經證監會或任何監管機構審核。閣下於評估有關資料的價值時，務請適當審慎行事。



## 稅項

以下稅項概要屬概括性質，僅供參考之用，並無意詳列所有與購買、擁有、贖回或以其他方式處置單位的決定有關的稅務考慮因素。本概要並不構成法律或稅項建議，亦不旨在處理各類別投資者的適用稅務後果。有意投資者應就根據香港法例及慣例以及彼等各自司法管轄區的法律及慣例認購、購買、持有、贖回或出售單位的影響諮詢其自身的專業顧問。以下資料乃根據於本基金說明書日期生效的法律及慣例而作出。與稅項有關的法律、規則及慣例可予更改及修訂（而有關更改可能具有追溯性）。因此，概無法保證下文所載概要於本基金說明書日期後將繼續適用。此外，稅法可能有不同的詮釋，故概不保證相關稅務機關不會採取與下文所述稅務待遇相反的立場。投資者應參閱載於與子基金相關的附錄的適用稅項的其他概要（如適用）。

### 信託及子基金的稅項

#### 香港利得稅

由於信託及每隻子基金已獲證監會認可作為證券及期貨條例第104條下的集體投資計劃，因此，信託及各子基金無需繳納香港利得稅。

#### 其他司法管轄區

儘管信託及各子基金的利潤或收入獲豁免香港利得稅，但信託及子基金可能須支付若干司法管轄區的稅項，例如於美利堅合眾國，按當地的投資所得收入及／或資本收益再進行投資的情況。信託或子基金亦須就其從其他司法管轄區投資所收任何現金股息及分派，間接支付預扣稅。因此，單位持有人所得的任何分派將已扣除有關稅項（如適用）。

### 單位持有人的稅項

#### 香港利得稅

若單位持有人並未在香港從事貿易、專業或商業活動或某一子基金單位由單位持有人作為資本資產為香港利得稅目的而持有，則出售、處置或贖回子基金單位而產生的收益無需課稅。對於在香港從事貿易、專業或商業活動的單位持有人而言，若有關收益來自或產生於該等貿易、專業或商業活動並源自香港，且為交易性質，則該收益需繳納香港利得稅。資產是否屬「交易」或「資本」性質，將視乎各單位持有人的特定情況而定。單位持有人應從其專業顧問處獲取關於其特定稅務狀況的意見。

兩級制利得稅制度於2018年3月29日制定。該制度將適用於2018年4月1日或之後開始的任何課稅年度。根據兩級制稅率，就公司而言，集團內被任命公司的應課稅利潤的首200萬港元將按適用於公司的標準利得稅率的50%的經調減稅率（即8.25%）繳稅（若干例外情況除外），而其餘利潤將按標準稅率16.5%繳稅。就個人及非註冊業務而言，應課稅利潤的首200萬港元將按適用於個人及非註冊業務的標準利得稅率的50%的經調減稅率（即7.5%）繳稅，而其餘利潤將按標準稅率15%繳稅。

根據香港稅務局慣例，單位持有人持有的信託／子基金進行的分派一般無需繳納香港利得稅（不論預扣或以其他方式）（截至本基金說明書日期）。

#### 香港印花稅

在轉讓香港證券時應支付香港印花稅。「香港股票」是指其轉讓須在香港登記的「證券」。有關單位符合香港《印花稅條例》（第17章）（「《印花稅條例》」）中「香港證券」的定義。請注意，單位持有人無須就單位的發行或贖回繳納香港印花稅。

根據庫務局長於1999年10月20日發出的減免令，如向信託／子基金（已根據證券及期貨條例獲認可）轉讓香港股票，以換取發行單位或從信託／子基金轉讓香港股票作為贖回單位的代價，則無需繳納香港印花稅。

根據2015年《印花稅（修訂）條例》，與在香港聯交所進行的交易所買賣基金（定義見《印花稅條例》附表8第1部）股份或單位交易有關的任何成交單據或轉讓文書無須繳付印花稅。因此，任何子基金單位的轉讓（屬於《印花稅條例》附表8第1部所界定的交易所買賣基金）將無須課徵印花稅，而單位持有人無須繳付印花稅。

## 香港關於稅務申報的要求

《2016年稅務（修訂）（第3號）條例》於2016年6月30日生效（連同有關主題的後續條例合稱為「條例」）。此乃在香港執行自動交換財務帳戶資料（「AEOI」）標準的法律框架。AEOI要求香港的財務機構（「財務機構」）收集關於在財務機構持有財務帳戶的非香港納稅居民及特定實體之控權人士的特定必要資料，並為AEOI交換的目的，向香港稅務局（「稅務局」）申報有關資料。屬某AEOI申報稅務管轄區納稅居民的帳戶持有人資料一般會自動與該管轄區進行交換。本信託或其代理可收集更大範圍的帳戶持有人居民資料。

本信託為《證券及期貨條例》所述釋義範圍內的集體投資計劃，其屬於香港居民，亦為一家財務機構，故根據該條例有義務作為財務機構進行申報。這表示本信託或其代理須收集並向稅務局提供所需的單位持有人相關資料。

香港實施的該條例規定本信託須（其中包括）：(i)向稅務局登記本信託為「申報財務機構」；(ii)對其帳戶（如單位持有人）進行盡職審查以識別任何該等帳戶是否被視為該條例所指的「申報帳戶」；及(iii)向稅務局申報有關該等申報帳戶的所需資料。稅務局一般應按年將向其申報的所需資料交予有關司法管轄區的政府機關。廣義上，AEOI預期香港財務機構應就以下作出申報：(i) 屬稅務申報管轄區的稅務居民的個人或實體；及(ii)由屬該等管轄區稅務居民的個人控制的若干實體。根據本條例，單位持有人的詳細資料（包括但不限於其姓名、出生地點、地址、稅務居住地、稅務識別編號（若有）、帳戶號碼、帳戶結餘／價值、及收入或者出售或變現所得款項）須向稅務局申報並隨後與有關轄區的政府機關進行交換。

透過對某一子基金的投資及／或持續持有子基金的單位，單位持有人知悉，其被要求向本信託、有關子基金、管理人、受託人及／或本信託及／或有關子基金的代理提供開戶所需資料，以使本信託符合AEOI。並且，單位持有人知悉其可能被要求向本信託、管理人、受託人及／或本信託代理提供額外資料以使本信託符合本條例。稅務局可能會向其他司法管轄區的機關傳達單位持有人的資料（以及屬被動非財務實體的控權人（包括實益擁有人、受益人、直接或間接股東）或與有關單位持有人相關聯的其他人士的資料）。單位持有人未提供任何所要求資料者，可能導致本信託、管理人及／或本信託其他代理對其配置採取任何行動及／或尋求補救，包括但不限於強制贖回或撤回有關單位持有人。

各單位持有人及潛在投資者應就AEOI對其目前或擬進行的該等子基金及本信託及各子基金的投資的行政及實質影響諮詢其本身的稅務顧問。

## 附件一 — 有關上市類別單位的發售、增設、贖回、上市及買賣的條文

本附件1僅載列關於上市類別單位的披露資料。除文義另有規定外，本附件所提述之「單位」及「單位持有人」應詮釋為子基金的上市類別單位或該等單位的單位持有人。除下文所界定的詞彙外，本附件內使用所有其他詞彙具有基金說明主要部分所賦予的相同涵義。

### 發售期

#### 首次發售期

於首次發售期內，參與證券商（為自身或代其客戶）可根據運作指引於各交易日以增設申請的方式為自身及／或為其客戶申請認購（於上市日期可供買賣的）上市類別單位。

如欲於首次發售期內進行交易，則除相關附錄另有說明外，相關參與證券商須於不遲於上市日期前三個營業日的營業日向管理人及登記處提交增設申請。

管理人及受託人於相關附錄中指明的截止時間過後接獲的增設申請，須轉至並視作於上市日期（就該增設申請而言即為交易日）的開市之時接獲。

增設申請須按申請單位數目作出，申請單位數目為相關附錄列明的單位數目。於首次發售期內的發行價載於附錄內（如適用）。

請參閱下文「增設及贖回（一級市場）」一節，以了解增設申請的操作程序。

#### 上市後

上市後階段從上市日期開始持續至相關上市類別單位終止為止。

閣下可以下列兩種方式中的任何一種方式購買或出售上市類別單位：

- (a) 於香港聯交所買賣單位；或
- (b) 透過參與證券商申請增設及贖回單位。

#### 於香港聯交所買賣上市類別單位

上市後，所有投資者均可於香港聯交所開市的任何時間，一如買賣普通上市股份，透過中介人（如股票經紀）或透過銀行或其他財務顧問提供的任何股票交易服務，以每手交易數量（如相關附錄「主要資料」一節所述）或其整數倍數於二級市場買賣上市類別單位。

然而，務請留意香港聯交所二級市場的交易乃按市價進行，而市價可能於交易日內有所變動，並可能受二級市場對上市類別單位的市場供求、流通性及買賣差價幅度等因素影響而有別於每單位資產淨值。因此，上市類別單位於二級市場的市價或會高於或低於每單位資產淨值。

請參閱下文「交易所上市及買賣（二級市場）」一節，以了解於香港聯交所買賣上市類別單位的進一步資料。

#### 透過參與證券商增設及贖回

上市類別單位將繼續透過參與證券商分別按發行價及贖回價值，按申請單位數目於一級市場進行增設及贖回。如相關附錄中有所指明，管理人可能允許以實物增設或贖回。申請單位數目和交收貨幣載於相關附錄。

如欲於交易日辦理，相關參與證券商須於與相關交易日有關的交易截止時間之前向管理人及登記處提交申請。倘申請於非交易日的日子或於交易日的相關交易截止時間後接獲，則該申請須被視為於下一個交易日開市之時接獲及接納，而該日須為該申請的相關交易日。參與證券商並無義務整體或為其客戶作出增設或贖回，並可向其客戶收取參與證券商釐定的有關費用。

以現金認購上市類別單位須於相關交易日內運作指引中協定的時間前交收，除非管理人與相關參與證券商協定可於一般情況下或就任何特殊情況接納稍後交收。

贖回上市類別單位須於相關交易日內運作指引中協定的時間前交收，除非管理人與相關參與證券商協定可於一般情況下或就任何特殊情況接納稍後交收。

所有交收僅以相關子基金的基礎貨幣進行，即使上市類別單位有任何雙櫃台（倘適用）亦然。

上市後，所有上市類別單位將以香港中央結算（代理人）有限公司的名義登記於相關子基金的登記冊內。相關子基金的登記冊為單位所有權的憑證。倘參與證券商的任何客戶從二級市場買入上市類別單位，則其於該等上市類別單位的實益權益應透過其在相關參與證券商或參與證券商代理（視情況而定）或任何其他中央結算系統參與者開設的帳戶確立。

## 時間表

### 首次發售期

新子基金的上市類別單位的首次發售期及上市日期在新子基金的附錄中訂明。

首次發售期的目的是讓參與證券商能按照信託契據及運作指引為自身或其客戶認購上市類別單位。在此期間，參與證券商（為自身或代其客戶）可藉增設申請於上市日期可供買賣的上市類別單位。在首次發售期內不允許贖回單位。

管理人在首次發售期內收到參與證券商（為自身或代其客戶）遞交的增設申請後，須促致增設單位於首次發行日期交收。

參與證券商可為其各自客戶制定本身的申請程序，並可為其各自客戶設定早於本基金說明書訂明的及可能不時變更的申請及付款時限。有關子基金單位的交易截止時間亦可能因市場相關事件而變更。因此，投資者如欲委託參與證券商代其認購單位，宜諮詢相關參與證券商以了解其要求。

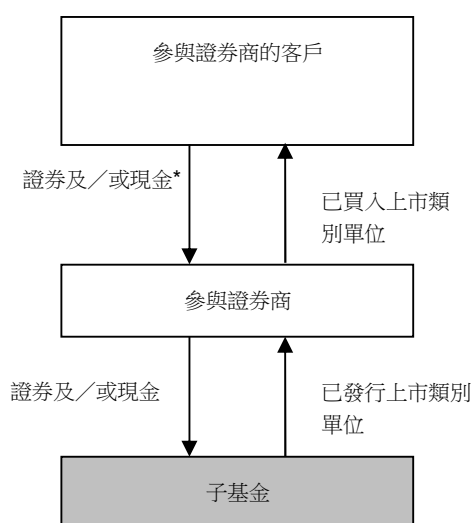
### 上市後

「上市後」從上市日期開始持續至相關上市類別單位終止為止。所有投資者可於香港聯交所二級市場買賣單位，而參與證券商可（為自身或代其客戶）在一級市場申請增設及贖回單位。

## 投資於子基金的上市類別單位的圖示說明

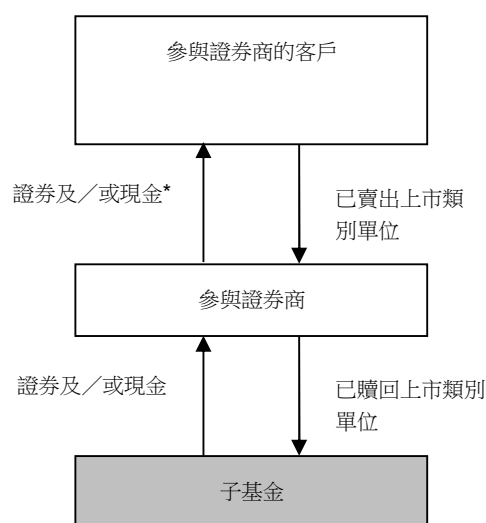
下圖闡明上市類別單位的發行或贖回及買賣：

### (a) 於一級市場發行及買入上市類別單位 — 首次發售期及上市後



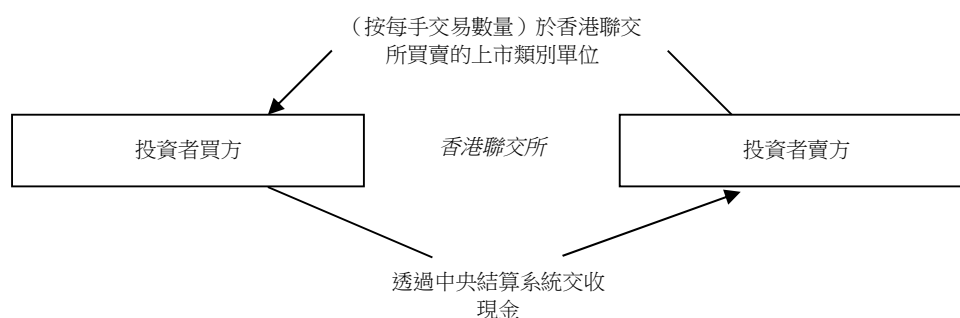
\* 參與證券商的客戶可與參與證券商議定以增設貨幣之外的另一貨幣交收。

(b) 於一級市場贖回及出售上市類別單位 — 上市後



\* 參與證券商的客戶可與參與證券商議定以贖回貨幣之外的另一貨幣交收。

(c) 於香港聯交所二級市場買賣上市類別單位 — 上市後



發售方式及相關費用概要

首次發售期

發售方式*	最低單位數目 (或其整數倍數)	渠道	可參與人士	代價、費用及收費**
現金增設	申請單位數目 (見相關附錄)	透過參與證券商	獲參與證券商接納 為其客戶的任何人士	現金 交易費 參與證券商收取的任何費用及收費(按參與證券商釐定或與其協定的貨幣支付予參與證券商) 稅項及徵費
實物增設	申請單位數目 (見相關附錄)	透過參與證券商	獲參與證券商接納 為其客戶的任何人士	證券投資組合 現金成分 交易費

				參與證券商收取的任何費用及收費（按參與證券商釐定或與其協定的貨幣支付予參與證券商） 稅項及徵費
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上市後

購入或出售單位的方式*	最低單位數目（或其整數倍數）	渠道	可參與人士	代價、費用及收費**
透過經紀於香港聯交所（二級市場）以現金買賣	每手交易數量（見相關附錄）	於香港聯交所	任何投資者	單位在香港聯交所的市價 經紀費與稅項及徵費
現金增設及現金贖回	申請單位數目（見相關附錄）	透過參與證券商	獲參與證券商接納為其客戶的任何人士	現金 交易費 參與證券商收取的任何費用及收費（按參與證券商釐定或與其協定的貨幣支付予參與證券商） 稅項及徵費
實物增設及贖回	申請單位數目（見相關附錄）	透過參與證券商	獲參與證券商接納為其客戶的任何人士	證券投資組合 現金成分 交易費 參與證券商收取的任何費用及收費（按參與證券商釐定或與其協定的貨幣支付予參與證券商） 稅項及徵費

\* 每隻子基金可供參與證券商採用的增設方式，不論是以實物或現金，均在相關附錄訂明。

\*\* 有關進一步詳情，請參閱「費用及開支」一節。認購款項的付款貨幣在相關附錄中訂明。

## 增設及贖回（一級市場）

### 投資於上市類別單位

投資子基金的上市類別單位及出售上市類別單位以變現子基金投資的方法有兩種。

第一種方法是透過參與證券商（即已就相關子基金訂立參與協議的持牌證券商）直接於一級市場按發行價向子基金增設或按贖回價向子基金贖回上市類別單位。如子基金設有雙櫃台，雖然參與證券商可在與管理人安排下選擇在中央結算系統中將其增設的基金單位寄存於美元櫃台或港元櫃台，但所有基金單位的增設及贖回必須以該子基金的基準貨幣進行。鑑於透過參與證券商於一級市場增設或贖回上市類別單位所需的資本投資規模（即申請單位數目），此投資方法較適合機構投資者及市場專業人士。參與證券商並無義務為其客戶增設或贖回上市類別單位，並可就處理增設或贖回指令施加其認為合適的條款（包括收費），詳情載於本節。

第二種方法是於香港聯交所二級市場買賣上市類別單位，此方法較適合散戶投資者。上市類別單位於二級市場的市價可能較相關子基金的資產淨值存在溢價或折讓。

本節描述第一種投資方法，應與參與協議及信託契據一併閱讀。下文「交易所上市及買賣（二級市場）」一節與第二種投資方法有關。

### 透過參與證券商增設上市類別單位

投資者僅可透過參與證券商按「主要資料」一節訂明的申請單位數目提出任何子基金的上市類別單位的增設申請。投資者不可直接向子基金購買上市類別單位。僅參與證券商可以向管理人及登記處提交增設申請。

各子基金的上市類別單位將持續透過參與證券商提呈發售，而參與證券商可按照運作指引為本身或其客戶在任何交易日透過向管理人及登記處提交增設申請。

此外，在特殊情況下，包括但不限於下列情況，參與證券商保留權利本著誠信原則拒絕接受從客戶收到的任何增設要求：

- (a) 暫停進行下列各項的任何期間：**(i)**增設或發行相關子基金的上市類別單位，**(ii)**贖回相關子基金的上市類別單位，及／或**(iii)**釐定相關子基金的資產淨值；
- (b) 存在與**(i)**（就跟蹤指數的子基金而言）相關指數中任何證券及／或期貨合約（視情況而定）或**(ii)**（就並非為跟蹤指數的子基金而言）子基金的大部分投資項目有關的任何買賣限制或約束，例如發生市場干擾事件、懷疑市場失當行為或暫停買賣；
- (c) 接受該增設要求及與該要求相關的證券會使參與證券商違反任何監管限制或規定、內部合規或內部監控限制或規定，而該等限制或規定是參與證券商為符合適用的法律和監管規定所必須遵守的；或
- (d) 參與證券商無法控制的情況，導致就一切實際目的而言並不可能處理該增設要求。

### 潛在投資者提出增設要求相關的規定

參與證券商就各子基金可用的增設的方法以及貨幣（不論實物增設（增設單位以換取轉移證券）或現金增設或（如管理人容許）實物增設及現金增設均有）在相關附錄訂明。參與證券商可全權酌情要求從客戶接獲的增設要求以特定的方法執行。然而管理人保留要求以特定方法執行增設申請的權利。尤其是，管理人有權**(a)**接受等於或高於於有關證券相關交易日估值點的市值的現金，而非接受有關證券作為增設申請的組成部分；或**(b)**在**(i)**不太可能就增設申請向受託人交付或交付充足數量的有關證券；或**(ii)**參與證券商因規例或其他而在投資或參與交易有關證券方面受到限制的情況下，按其確定的條款接受現金抵押。

參與證券商可就處理任何增設要求收取費用及收費，因而會增加投資成本。建議投資者與參與證券商核實有關費用及收費。儘管管理人有責任密切監控各子基金的運作，但管理人或受託人均無權強制參與證券商向管理人或受託人披露其與特定客戶議定的費用或其他專有或機密資料，或要求參與證券商接受從客戶接獲的任何增設要求。

參與證券商亦可設定其客戶遞交增設要求的時限，並要求該等客戶完成有關的客戶接納程序及要求（包括於必要時提供參與證券商要求的文件及證明），以確保參與證券商能向管理人及登記處遞交有關子基金的有效增設申請。建議投資者與參與證券商核實相關時限及客戶接納程序及要求。

子基金的申請單位數目為有關附錄所列明的上市類別單位數目。非以申請單位數目就上市類別單位提交的增設申請將不獲接納。各子基金的最低認購量為一個申請單位。

### 增設程序

參與證券商在收到其客戶的增設要求後，或如欲為本身增設相關子基金的上市類別單位，可不時向管理人及登記處遞交有關子基金的上市類別單位的增設申請。

倘增設申請於非交易日的日子或於交易日的相關交易截止時間後接獲，則該增設申請須被視為於下一個交易日開市之時接獲，而該日須為該增設申請的相關交易日。於有關交易日的現行上市後交易截止時間在相關附錄訂明，或在香港聯交所、認可期貨交易所或認可證券交易所的交易時段縮短之日，則為管理人（在受託人批准下）可能釐定的其他時間。

增設款項應以相關上市類別單位的類別貨幣支付。以結算資金支付的增設款項應於(i)交易截止時間前收到增設申請的相關交易日或(ii)（就於首次發售期內作出的上市類別單位的申請而言）相關首次發售期的最後一日之後一個營業日內，或管理人釐定的其他期間收訖。付款詳情載於相關運作指引。

有效的增設申請必須：

- (a) 由參與證券商按照信託契據、相關參與協議及相關運作指引作出；
- (b) 註明增設申請涉及的上市類別單位數目及單位類別（如適用）；及
- (c) 附有參與協議及運作指引就增設上市類別單位所要求的證明書（如有），連同受託人及管理人各自可能另行認為屬必需的該等證書及法律意見書（如有），以確保已符合與增設申請涉及的單位的增設相關的適用證券及其他法例。

在特殊情況下，包括但不限於下列情況，管理人有權本著誠信原則拒絕接受任何增設申請：

- (a) 暫停進行下列各項的任何期間：(i)增設或發行相關子基金的上市類別單位，(ii)贖回相關子基金的上市類別單位，及／或(iii)釐定相關子基金的資產淨值；
- (b) 管理人認為接納增設申請會對相關子基金造成不利影響；
- (c) 如與子基金有關，管理人認為接納增設申請會對(i)（就跟蹤指數的子基金而言）相關子基金的指數的成分證券或(ii)（就並非為跟蹤指數的子基金的子基金而言）子基金的大部分投資項目作第一上市的有關市場造成重大影響；
- (d) 存在與(i)（就跟蹤指數的子基金而言）相關指數的任何成分證券或(ii)（就並非為跟蹤指數的子基金的子基金而言）子基金的大部分投資項目有關的任何買賣限制或約束，例如發生市場干擾事件、懷疑市場失當行為或暫停買賣；
- (e) 接納增設申請會使管理人違反任何監管限制或規定、內部合規或內部監控限制或規定，而該等限制或規定是管理人為符合適用的法律和監管規定所必須遵守的；



- (f) 管理人無法控制的情況，導致就一切實際目的而言並不可能處理增設申請；
- (g) 管理人、受託人或者受託人或管理人的任何代理人就有關子基金單位的增設的業務經營因為或由於傳染病、戰爭行動、恐怖主義、暴動、革命、內亂、騷亂、罷工或不可抗力而大規模中斷或關閉的任何期間；或
- (h) 相關參與證券商發生無力償債事件。

如發生上述拒絕接納的情況，管理人須根據運作指引知會相關參與證券商及受託人其拒絕接納該增設申請的決定。倘可增設的上市類別單位數目因任何原因受到限制，根據運作指引所載參與證券商及相關增設申請將獲得優先權。

管理人拒絕接納增設申請的權利，與參與證券商在特殊情況下本著誠信原則拒絕接納從參與證券商客戶收到的任何增設要求的權利相互獨立，互為補充。儘管參與證券商已接納來自其客戶的增設要求，並就此遞交有效的增設申請，管理人仍可在本基金說明書所述的情況下行使其拒絕接納該增設申請的權利。

管理人如接納來自參與證券商的增設申請，則須指示受託人按照運作指引及信託契據進行下列各項：  
(i)按申請單位數目為子基金增設上市類別單位以換取現金及／或證券轉移（由參與證券商酌情決定但須取得管理人的同意）；及(ii)向參與證券商發行上市類別單位。

#### *發行上市類別單位*

上市類別單位將按相關交易日的現行發行價發行，惟管理人可在該發行價上附加作為稅項及徵費的適當撥備的金額（如有）。有關發行價的計算，請參閱「發行價及贖回價值」一節。

管理人於相關首次發售期內收到參與證券商就子基金的上市類別單位遞交的增設申請後，應促使於相關首次發行日增設及發行該子基金的單位。

單位以有關附錄所載的相關子基金的基礎貨幣（除非管理人另行決定）計值，而受託人不得增設或發行零碎單位。

根據增設申請增設及發行上市類別單位，須於收到（或視作收到）並按照運作指引接納該增設申請的交易日執行，惟僅就估值而言，單位須於接納相關增設申請的交易日估值點後視為增設及發行，及登記冊將於相關交收日或（如交收期獲延長）緊隨交收日後的交易日予以更新。倘增設申請於非交易日的日子或於交易日的相關交易截止時間後接獲，則該增設申請須被視為於下一個交易日開市之時接獲，而該日須為該增設申請的相關交易日。

受託人如於任何時候認為信託契據、相關運作指引或相關參與協議就發行單位所規定的條文遭違反，則在諮詢管理人後，受託人有權拒絕將單位納入（或准許其被納入）登記冊。

#### *與增設申請有關的費用*

服務代理或兌換代理（視情況而定）、登記處及／或受託人可就增設申請收取交易費，並可於任何一日變更所收取交易費的費率（惟不得就同一子基金，對不同參與證券商變更費率）。交易費須由申請相關單位的參與證券商或其代表支付。有關進一步詳情，請參閱「費用及開支」一節。

就現金增設單位而言，管理人保留權利要求參與證券商支付或促使支付管理人依據其酌情權認為合適的額外金額作為稅項及徵費。參與證券商可將上述額外金額轉嫁予相關投資者。

管理人因發行或出售任何上市類別單位而須向任何代理或其他人士支付的任何佣金、酬金或其他款項，一概不得計入該單位的發行價，亦不得從任何子基金的資產中支付。

## 取消增設申請

未經管理人同意，增設申請一旦提交即不得撤銷或撤回。

受託人如於交收日前仍未收到與增設申請有關的所有證券及／或現金金額(包括交易費、稅項及徵費)的有效所有權，則可經通知管理人後取消根據增設申請視作已增設的任何上市類別單位的增設指示，惟管理人可經受託人批准後，酌情決定(a)延長交收期(不論就增設申請整體還是就特定證券)，有關延期須按管理人可能決定的條款及條件(包括向管理人或受託人或其各自的關連人士或其他支付延期費)及遵照運作指引的規定進行；或(b)按管理人可能決定的條款及條件(包括與延長未清償證券或現金的交收期相關的條款)就授予受託人證券及／或現金的範圍，部分清償增設申請。

除上述情況外，管理人如於運作指引指定的時間前認定其無法將任何增設申請的現金所得款項進行投資，亦可取消任何上市類別單位的增設指示。

若如上文所述取消根據增設申請視作已增設的任何上市類別單位的增設指示，或某參與證券商經管理人同意後另行撤回增設申請(信託契據所述的若干情況除外，例如當管理人宣佈暫停增設單位時)，受託人或其代表就增設申請收到的任何證券或現金，須在實際可行的情況下盡快退還參與證券商(不計利息)，而有關上市類別單位就所有目的而言須視作從未增設，參與證券商並不就取消增設享有對管理人、受託人及／或服務代理或兌換代理(視情況而定)的任何權利或申索權，惟：

- (a) 受託人可向相關參與證券商收取取消申請費(有關進一步詳情，請參閱「費用及開支」一節)；
- (b) 管理人可酌情決定要求相關參與證券商就每個據此被註銷的上市類別單位，為子基金向受託人支付取消補償，金額相等於假設參與證券商已於上市類別單位註銷當日提出贖回申請的情況下，每個單位發行價超出每單位原應適用的贖回價值的金額(如有)，連同子基金因上述註銷招致的徵費、費用及損失；
- (c) 上述增設申請的交易費仍須到期支付(儘管該增設申請視作從未進行)，一經繳付，將由受託人、登記處及／或服務代理或兌換代理(視情況而定)為本身利益保留(有關進一步詳情，請參閱「費用及開支」一節)；及
- (d) 註銷該上市類別單位不會導致信託基金先前的估值須重新評估或無效。

## 透過參與證券商贖回上市類別單位

投資者只可透過參與證券商按申請單位數目或其完整倍數申請贖回子基金的上市類別單位。投資者不可直接向相關子基金贖回上市類別單位。僅參與證券商方可向管理人及登記處遞交贖回申請。

參與證券商可於向管理人及登記處遞交贖回申請後，根據運作指引於任何交易日為本身或為其客戶贖回上市類別單位。

此外，在特殊情況下，包括但不限於下列情況，參與證券商保留權利本著誠信原則拒絕接受從客戶收到的任何贖回要求：

- (a) 暫停進行下列各項的任何期間：(i)增設或發行相關子基金的上市類別單位，(ii)贖回相關子基金的上市類別單位，及／或(iii)釐定相關子基金的資產淨值；
- (b) 存在與(i)(就跟蹤指數的子基金而言)相關指數的任何成分證券及／或期貨合約(視情況而定)或(ii)(就並非為跟蹤指數的子基金而言)子基金的大部分投資項目有關的任何買賣限制或約束，例如發生市場干擾事件、懷疑市場失當行為或暫停買賣；
- (c) 接受贖回要求會使參與證券商違反任何監管限制或規定、內部合規或內部監控限制或規定，而該等限制或規定是參與證券商為符合適用的法律和監管規定所必須遵守的；或

(d) 參與證券商無法控制的情況，導致就一切實際目的而言並不可能處理該贖回要求。

#### 潛在投資者提出贖回要求相關的規定

參與證券商就各子基金可用的贖回的方法以及貨幣（不論實物贖回（贖回單位以換取轉移證券及任何現金金額）或僅現金贖回）在相關附錄訂明。參與證券商可全權酌情要求從客戶接獲的贖回要求以特定的方法執行。然而管理人保留要求以特定方法執行贖回申請的權利。尤其是，如果(a)不太可能就贖回申請交付或交付充足數量的有關證券；或(b)參與證券商因規例或其他而在投資或參與交易有關證券方面受到限制，則管理人有權指示受託人就贖回申請向參與證券商交付任何證券的現金等價物。

參與證券商可就處理任何贖回要求收取費用及收費，因而會增加投資成本及／或減少贖回所得款項。建議閣下與參與證券商核實有關費用及收費。儘管管理人有責任密切監控各子基金的運作，但管理人或受託人均無權強制參與證券商向管理人或受託人披露其與特定客戶議定的費用或其他專有或機密資料，或要求參與證券商接受從客戶接獲的任何贖回要求。此外，受託人或管理人亦不能確保參與證券商能進行有效套戥。

參與證券商亦可設定其客戶遞交贖回要求的時限，並要求該等客戶完成有關的客戶接納程序及要求（包括於必要時提供參與證券商要求的文件及證明），以確保參與證券商能向管理人及登記處遞交有關子基金的有效贖回申請。建議閣下與參與證券商核實相關時限及客戶接納程序及要求。

#### 贖回程序

參與證券商在收到其客戶的贖回要求後，或如欲為本身贖回相關子基金的上市類別單位，可不時向管理人及登記處遞交有關子基金的上市類別單位的贖回申請。

倘贖回申請於非交易日的日子或於交易日的相關交易截止時間後接獲及接納，則該贖回申請須被視為於下一個交易日開市之時接獲及接納，而該日須為該贖回申請的相關交易日。上市後相關交易日的現行交易截止時間在相關附錄訂明，或在香港聯交所的交易時段縮短之日，則為管理人（在受託人批准下）可能釐定的其他時間。

有效的贖回申請必須：

- (a) 由參與證券商按照信託契據、相關參與協議及相關運作指引作出；
- (b) 註明贖回申請涉及的上市類別單位數目及單位類別（如適用）；及
- (c) 附有參與協議及運作指引就贖回上市類別單位所要求的證明書（如有），連同受託人及管理人各自可能另行認為屬必需的該等證書及法律意見書（如有），以確保已符合與贖回申請涉及的上市類別單位的贖回相關的適用證券及其他法例。

在特殊情況下，包括但不限於下列情況，管理人有權本著誠信原則拒絕接受任何贖回申請：

- (a) 暫停進行下列各項的任何期間：(i)增設或發行相關子基金的上市類別單位，(ii)贖回相關子基金的上市類別單位，及／或(iii)釐定相關子基金的資產淨值；
- (b) 管理人認為接納贖回申請會對相關子基金或證券（即相關子基金的指數成份股）作第一上市的市場造成不利影響；
- (c) 存在與(i)（就跟蹤指數的子基金而言）相關指數中任何證券或(ii)（就並非為跟蹤指數的子基金而言）子基金的大部分投資項目有關的任何買賣限制或約束，例如發生市場干擾事件、懷疑市場失當行為或暫停買賣；
- (d) 接納贖回申請會使管理人違反任何監管限制或規定、內部合規或內部監控限制或規定，而該等限制或規定是管理人為符合適用的法律和監管規定所必須遵守的；

- (e) 管理人無法控制的情況，導致就一切實際目的而言並不可能處理贖回申請；或
- (f) 管理人、受託人、登記處或者受託人或管理人的任何代理人就有關子基金單位的贖回的業務經營因為或由於傳染病、戰爭行動、恐怖主義、暴動、革命、內亂、騷亂、罷工或不可抗力而大規模中斷或關閉的任何期間。

如發生上述拒絕接納的情況，管理人須根據運作指引知會相關參與證券商及受託人其拒絕接納該贖回申請的決定。倘可贖回的單位數目因任何原因受到限制，根據運作指引所載參與證券商及相關贖回申請將獲得優先權。

管理人拒絕接納贖回申請的權利，與參與證券商在特殊情況下本著誠信原則拒絕接納從客戶收到的任何贖回要求的權利相互獨立，互為補充。儘管參與證券商已接納來自其客戶的贖回要求，並就此遞交有效的贖回申請，管理人仍可在本基金說明書所述的情況下行使其拒絕接納該贖回申請的權利。

管理人如接納來自參與證券商的贖回申請，則須按照運作指引及信託契據進行下列各項：**(i)**執行相關上市類別單位的贖回及註銷；及**(ii)**要求受託人向參與證券商轉移證券及／或現金。

如參與證券商為其客戶遞交贖回申請，則參與證券商將於其後向有關客戶轉移證券及／或現金。

#### *贖回上市類別單位*

任何已獲接納的贖回申請將於交收日執行，惟須已收妥由參與證券商正式簽署的贖回申請（並獲管理人及受託人信納），且受託人須已收到（除非運作指引另行規定）參與證券商須支付的全數款項（包括交易費）及任何其他稅項及徵費均已扣除或以其他方式全數付清。

僅就估值而言，上市類別單位須於贖回申請獲接納的交易日的估值點之後視作已贖回及註銷。須於相關交收日就已贖回及註銷的單位將該等單位的單位持有人從登記冊上除名。

已申請贖回及註銷的上市類別單位的贖回價值應為子基金於相關交易日的每單位資產淨值，並湊整至最接近之小數點後四位（**0.00005** 或以上向上湊整，而 **0.00005** 以下則向下湊整）。湊整調整後的利益由相關類別保留。就估值而言，應以視作已收到贖回申請的交易日的估值點作為相關估值點。

贖回所得款項一般將於有關交易日起計 **3** 個營業日內支付，而在特定情況下或會依照有關運作指引的規定延遲支付。收到妥為以文件形式提交的贖回申請距支付贖回所得款項之間時間不可超過一個曆月，條件是在遞交所有填妥的贖回文件時並未發生延誤，亦無發生暫停釐定資產淨值或買賣上市類別單位的情況。

管理人在收到參與證券商有關贖回申請的延期結算要求後，可按其酌情決定的條款及條件（包括向管理人支付任何費用或向受託人或其各自的關連人士或其他人士支付其他費用或延期費），根據運作指引酌情決定延長交收期。

在任何情況下，投資者應注意若作出重大部分投資所在的市場受制於法律或監管規定，而致使於上述時限內支付贖回所得款項並不可行，則向投資者支付贖回所得款項或會延誤。在此情況下，支付贖回所得款項的延長時間範圍將反映因應有關市場的特定情況所需的額外時間。

#### *與贖回申請有關的費用*

服務代理或兌換代理（視情況而定）、登記處及／或受託人可就贖回申請收取交易費，並可於任何一日變更所收取交易費的費率（惟不得就同一子基金，對不同參與證券商變更費率）。交易費須由遞交贖回申請的參與證券商或其代表，以受託人、登記處及／或服務代理或兌換代理（視情況而定）為受益人支付（但可從就該等贖回申請應付參與證券商的任何款項中抵扣）。有關進一步詳情，請參閱「費用及開支」一節。

就現金贖回上市類別單位而言，儘管關於基於資產淨值的該等單位的贖回及註銷存在上述條文，管理人可要求參與證券商支付其依據其酌情權認為合適的額外金額作為稅項及徵費。參與證券商可將上述額外金額轉嫁予相關投資者。

受託人可從贖回所得款項中扣除管理人認為可作為交易費及／或其他稅項及徵費適當撥備的金額（如有）。

### 取消贖回申請

未經管理人同意，贖回申請一旦提交即不得撤銷或撤回。

除非贖回申請涉及的上市類別單位已於交收日在受託人及管理人當時就贖回申請整體規定的時間前交付予受託人（不得涉及任何產權負擔）以供贖回或進行信託契據及／或運作指引列載的其他交易，否則不可就任何贖回申請轉移任何證券及／或支付任何現金款額。

如贖回申請涉及的單位並未按前述規定交付予受託人以供贖回，或並非不涉任何產權負擔（信託契據所述的若干情況除外，例如當管理人宣佈暫停贖回上市類別單位時）：

- (a) 受託人可向相關參與證券商收取取消申請費（有關進一步詳情，請參閱「費用及開支」一節）；
- (b) 管理人可酌情要求參與證券商就每個據此被註銷的上市類別單位，為相關子基金向受託人支付取消補償，金額相等於假設參與證券商已於管理人能夠購回任何替代證券當日按照信託契據的規定提出增設申請的情況下，每單位贖回價值低於每單位原應適用的發行價的金額（如有），連同管理人合理地認為可代表子基金因上述註銷招致的任何徵費、費用及損失的其他金額；
- (c) 上述贖回申請的交易費仍須到期支付（儘管該贖回申請視作從未進行），一經繳付，將由受託人、登記處及／或服務代理或兌換代理（視情況而定）為本身利益保留（有關進一步詳情，請參閱「費用及開支」一節）；及
- (d) 未獲成功的贖回申請不會導致信託基金先前的估值須重新評估或無效。

### 強制贖回

單位持有人或須向管理人及／或受託人提供任何被認為屬必要的資料或文件，以釐定任何單位是否由(i)受禁制人士或(ii)美國人士直接、間接或實益擁有。

倘於任何時間管理人或受託人注意到單位是由上文(i)及(ii)所述任何人士直接、間接或實益擁有，則管理人或受託人可向該人士發出通知，要求該人士向並不屬於上文(i)及(ii)所述類別的人士轉讓有關單位或以書面要求按照信託契據的條文贖回有關單位。倘接獲上述通知的任何人士於三十個曆日內並無遵從管理人或受託人的指示，並令管理人或受託人信納（其判斷屬最終結果及具約束力）有關單位並非按違反任何上述限制的方式持有，則該人士將被視為於三十個曆日期限屆滿時已以書面要求根據信託契據的條文購回所有有關單位。

### 遞延贖回

如收到的贖回要求所要求贖回的單位（包括上市類別單位及非上市類別單位兩者）合共佔當時已發行的子基金總資產淨值逾10%（或管理人可能就子基金釐定並獲證監會許可的較高比例，如有所規定），則管理人可指示受託人按比例削減於相關交易日尋求贖回單位的所有單位持有人（包括上市類別單位及非上市類別單位的持有人）的該些要求，僅執行總數最多為當時已發行的相關子基金總資產淨值的10%（或管理人可能就子基金釐定並獲證監會許可的較高比例，如有所規定）的贖回。本應贖回但未贖回的單位將於下个交易日（如相關子基金本身的贖回要求經推遲後涉及的單位合共仍超過當時已發行的相關子基金總資產淨值的10%（或管理人可能就該子基金釐定並獲證監會許可的較高比例，如有所規定），則須進一步推遲）優先於相關子基金已接獲贖回要求的任何其他單位而贖回。單位將按贖

回交易日的現行贖回價值贖回。

## 增設和贖回的暫停

在下列情形下，管理人可（與受託人協商，而若涉及贖回，在可行的情況下向有關參與證券商諮詢後）暫停增設或發行任何子基金的單位，暫停贖回任何子基金的單位及／或（遵守所有適用法律法規要求的前提下，若贖回所得款項超過一個歷月後支付）就任何增設申請及／或贖回申請延後任何款項的支付及任何證券的轉讓：

- (a) 香港聯交所或任何其他獲得認可的股票交易所或期貨交易所的交易受到限制或被暫停的任何時期；
- (b) (i)（就跟蹤指數的子基金而言）相關子基金的指數成分證券或(ii)（就並非為跟蹤指數的子基金的子基金而言）子基金的大部分投資項目作第一上市的市場或該市場的正式結算及交收存管處（若有）不開放的任何期間；
- (c) (i)（就跟蹤指數的子基金而言）相關子基金的指數成分證券或(ii)（就並非為跟蹤指數的子基金的子基金而言）子基金的大部分投資項目作第一上市的市場上的交易受限制或被暫停的任何期間；
- (d) 該管理人認為證券於該市場的正式結算及交收存管處（若有）的交收或結算受到干擾的任何期間；
- (e) 存在任何情況，導致管理人認為證券交付或購買（以適用者為準），或有關子基金當時所包含投資的出售不能正常或在無損相關子基金的單位持有人利益的情況下進行；
- (f) （僅就跟蹤指數的子基金而言）相關指數並未編製或發佈的任何期間；
- (g) 通常用以釐定相關子基金資產淨值或有關類別每單位資產淨值的工具發生任何故障，或管理人認為相關子基金當時所包含的任何證券或其他資產的價值因任何其他原因而無法合理、迅速及公正地確定；
- (h) 相關子基金資產淨值的釐定被暫停或發生下文「暫停釐定資產淨值」一節中所述的任何情況的期間；或
- (i) 管理人、受託人或受託人或管理人的任何代理人就相關子基金單位的增設或贖回的業務經營因為或由於傳染病、戰爭行動、恐怖主義、暴動、革命、內亂、騷亂、罷工或不可抗力而大規模中斷或關閉的任何期間。

若（或如由於按照有關投資目標以該等單位的發行所得款項進行投資而導致）本信託總體持有或將合計持有超過任何單一實體所發行普通股份的10%，管理人可與受託人協商後，暫停對有關子基金的單位的認購權。另外，若本信託下的子基金合計持有超過任意單一實體所發行普通股份的10%之限額，管理人將在顧及單位持有人利益的前提下，將之作為首要目標於合理期間內採取一切其他必要的措施以補救該違規情況。

管理人須在暫停後知會證監會及在信託網站([www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf))（此網站及本基金說明書提述的其他網站的內容均未經證監會審閱）或其決定的其他出版物公佈暫停通知，並於暫停期間每月至少發佈通知一次。

管理人須將暫停期間收到的（且並無另行撤回的）任何贖回申請或任何增設申請視為緊隨暫停終止之後收到。任何贖回的交收期將延長至相等於暫停期間的時間。

參與證券商可於暫停宣佈後及該暫停終止前，透過向管理人及受託人發出書面申請隨時撤回任何增設申請或贖回申請，要求受託人在實際可行的情況下，儘快向該參與證券商退還任何證券及／或其就增設申請收到的現金（不計利息）。

暫停須持續有效直至下列日期中較早之日為止：(a)管理人宣佈暫停結束；及(b)發生以下情況的首個交

易日：(i)導致暫停的情況不復存在；及(ii)不存在可授權暫停的其他情況。

## 單位持有的證據

上市類別單位將由中央結算系統記存、清算及交收。單位僅以記名形式持有，即不會印發任何單位證明書。香港中央結算（代理人）有限公司為記存於中央結算系統的所有已發行上市類別單位的登記擁有人（即記錄上的唯一持有人），並按照《中央結算系統一般規則》，為參與者持有該等單位。另外，受託人及管理人承認，根據《中央結算系統一般規則》，香港中央結算（代理人）有限公司及香港結算均不從上市類別單位中享有任何專有權益。持有中央結算系統中的上市類別單位的投資者，為屬中央結算系統參與者的參與經紀或相關參與證券商或參與證券商代理（視情況而定）記錄所示之實益擁有人。

## 對單位持有人的限制

為確保單位被獲得或持有不會引起以下情況，管理人有權力施加其認為必要的限制：

- (a) 違反任何國家或政府當局或上市類別單位上市所在的任何股票交易所的法律或規定，且管理人認為該情況可能導致本信託或子基金遭受其在其他情況下本不會遭受的任何不利影響；
- (b) 管理人認為出現有關情況，而可能導致本信託或子基金、受託人、管理人或單位持有人產生或遭遇其於其他情況下本不會產生或遭遇的稅務或預扣稅責任或任何其他潛在或實際的金錢上的不利因素，或可能導致本信託或子基金、受託人管理人或單位持有人須遵守任何額外監管規定；
- (c) 違反或被管理人、受託人或登記處視為違反對單位持有人施加的任何適用反洗黑錢或身份驗證或國籍身份或居住規定。

一旦發現任何單位以上述方式持有，管理人可要求該等單位持有人依照信託契據的條文贖回或轉讓該等單位。知曉其在違反任何上述限制的情況下持有或擁有單位的人士，須依照信託契據贖回其單位，或將其單位轉讓予根據本基金說明書及信託契據允許持有單位的人士，以使該單位持有人不再違反上述限制。

## 單位的轉讓

信託契據規定單位持有人可在獲得管理人同意並遵守信託契據條文的情況下轉讓單位。由於所有上市類別單位將於中央結算系統中持有，投資者有權透過使用香港聯交所印發的標準轉讓表或透過受託人可能不時批准的其他格式的書面文據（若轉讓人或承讓人為結算行或其代理，則可親筆簽署或機印簽署或以受託人可能不時批准的其他簽立方式簽署）轉讓其所持的上市類別單位。轉讓人將被繼續視為被轉讓單位的單位持有人，直至承讓人姓名被載入被轉讓單位的單位持有人登記冊。每份轉讓文據須僅關聯單一子基金。若／凡所有上市類別單位於中央結算系統中存管、清算及交收，香港中央結算（代理人）有限公司將作為上市類別單位的唯一單位持有人，為香港結算准許納入為中央結算系統參與者、且其帳戶獲得按照《中央結算系統一般規則》分配的任何單位的人士持有該等單位。

## 交易所上市及買賣（二級市場）

### 一般資料

上市類別單位在香港聯交所上市之目的，乃為使投資者通常透過經紀或證券商以較在一級市場認購及／或贖回上市類別單位為少的數量，於二級市場買賣上市類別單位。

在香港聯交所上市或買賣的上市類別單位之市價未必能反映每單位資產淨值。在香港聯交所進行的任何上市類別單位的交易均須支付慣常的經紀佣金及／或與透過香港聯交所買賣及交收有關之轉讓稅項，惟概無法保證該等單位在香港聯交所上市後會維持上市地位。

管理人將盡最大努力作出安排，致使至少有一名莊家會就每隻子基金的上市類別單位進行莊家活動。如某隻子基金採用雙櫃台，管理人將盡最大努力作出安排，致使每個可供交易的櫃台至少均有一名莊家，雖然該等莊家可能是同一實體。廣義而論，莊家的責任包括在香港聯交所作出買入及賣出報價，旨在提供流動性。鑒於莊家所肩負任務的性質，管理人可能向莊家提供其向參與證券商提供的投資組合組成資料。

上市類別單位可向莊家購入及透過莊家出售，惟概無法擔保或保證可按價位進行莊家活動。在為上市類別單位進行莊家活動時，莊家或會因其買賣上市類別單位之差價而賺取或損失資金，而這在某程度上取決於指數所包含的相關證券的買賣差價。莊家可為本身利益保留其所獲利潤，亦無責任就該利潤向有關子基金交代。

如閣下有意於二級市場買賣上市類別單位，應聯絡 閣下之經紀。

如上市類別單位在香港聯交所停牌或在香港聯交所之買賣全面暫停，則將無二級市場可供買賣上市類別單位。

截至本基金說明書日期，上市類別單位並未在任何其他證券交易所上市或買賣，亦未作出前述上市或核准買賣的申請。日後或會在其他一間或多間其他證券交易所就任何子基金的單位提出上市申請。

參與證券商應注意，在於香港聯交所開始買賣上市類別單位之前，彼等將無法在香港聯交所出售或以其他方式買賣上市類別單位。

有關二級市場買賣的額外披露資料，亦請參閱子基金相關附錄「一般資料」及「雙櫃台」（如適用）分節。

### 發行價及贖回價值

在子基金的首次發售期內，增設申請涉及的發行價將為按每單位計算的固定數額，或為（僅就跟踪指數的子基金而言）相關指數於首次發售期最後一日收市水平的某個百分率（以相關子基金的基礎貨幣表示），湊整至最接近之小數點後四位（0.00005或以上向上湊整，而0.00005以下則向下湊整），或管理人不時決定及受託人批准的其他數額。每隻子基金於首次發售期內的發行價將在相關附錄內列明。

於首次發售期屆滿後，根據增設申請增設及發行上市類別單位的發行價，將為上市類別單位應佔的相關子基金於相關估值點的當前資產淨值，除以已發行上市類別單位總數，並湊整至最接近之小數點後四位（0.00005或以上向上湊整，而0.00005以下則向下湊整）。

於某一交易日的贖回價值，應為上市類別單位應佔的相關子基金於相關估值點的當前資產淨值，除以已發行上市類別單位總數，並湊整至最接近之小數點後四位（0.00005或以上向上湊整，而0.00005以下則向下湊整）。

湊整調整後的利益由相關單位類別保留。

單位的最新資產淨值將於每隻子基金的網站（請參閱相關附錄）（此等網站及本基金說明書提述的其他網站的內容均未經證監會審閱）登載或於管理人決定的其他出版物刊登。

發行價或贖回價值概無計及稅項及徵費、交易費或參與證券商應繳付之費用。



## 附件二 — 有關非上市類別單位的發售、認購、轉換及贖回的條文

本附件2僅載列關於非上市類別單位的披露資料。除文義另有規定外，本附件所提述之「單位」及「單位持有人」應詮釋為子基金的非上市類別單位或該等單位的單位持有人。除下文所界定的詞彙外，本附件內使用所有其他詞彙具有基金說明主要部分所賦予的相同涵義。

### 非上市類別單位的認購

#### 非上市類別單位的首次發行

於首次發售期內，子基金的非上市類別單位將按相關附錄列明由管理人以其絕對酌情權釐定的首次認購價的每單位固定價格向投資者提呈發售。

倘相關附錄中列明，若於首次發售期內任何時間，受託人從非上市類別單位認購收到的總額達到可供認購總額的上限（按相關附錄所列明），則管理人有權（但無義務）於相關首次發售期完結前停止繼續接納相關類別單位的認購申請。

倘相關附錄中列明，若於相關首次發售期內提呈認購額低於可供認購總額的下限（按相關附錄所列明），或管理人認為繼續發售在商業上並不切實可行，則管理人可決定不發行任何非上市類別單位。在該情況下，申請人就認購所支付的款項，將於首次發售期屆滿後隨即透過郵遞方式以支票、電匯，或管理人及受託人認為合適的其他方式（不計利息及扣除費用後）退還，風險概由申請人承擔。

非上市類別單位將於緊隨首次發售期完結後或管理人可能決定的其他營業日發行。非上市類別單位將於緊隨相關首次發售期結束後的交易日開始買賣。

#### 非上市類別單位的其後發行

於相關首次發售期結束後，非上市類別單位將可供於各交易日按相關認購價發行。

於任何交易日的認購價，將為子基金的相關類別於有關交易日估值點的資產淨值，除以該子基金的該類別當時已發行單位數目所計算得出的每個非上市類別單位的價格，有關價格將湊整至小數點後4個位（0.00005或以上向上湊整，0.00005以下則向下湊整），或由管理人經不時釐定的方式作調整及湊整至其他小數位。任何調整餘額將撥歸相關類別所有。認購價將以相關子基金的相關類別貨幣計算及報價。

管理人有權就申請發行非上市類別單位的認購款項收取認購費。管理人可就一般情況或任何特定個案，就不同子基金或單位類別徵收不同金額的認購費，或就不同申請人徵收不同金額的認購費及／或按管理人認為合適的基準或尺度給予某些人士認購費折扣。為免生疑問，管理人會對同一類非上市類別單位的所有申請人收取相同水平的認購費。管理人可保留及將該等認購費的利益撥歸本身所有，或可將全部或部分認購費（及已收取的任何其他費用）支付予認可中介人或管理人可能按其絕對酌情權決定的其他人士。認購費詳情載於基金說明書標題為「費用及開支」一節。

管理人可要求申請人除支付認購款項的認購價及任何認購費外，亦支付管理人合理認為相等於以下合適補額的額外金額：(a)相關子基金投資的估計買入/賣出差價，(b)非經常交易費用或開支，包括印花稅、其他稅項、經紀佣金、銀行收費、過戶費用或登記費用，或(c)投資相等於申請款項的金額、發行相關單位或交付或發行有關證書或向受託人匯款而慣常可能產生的其他費用（「認購調整補額」）。任何上述認購調整補額將支付予受託人，並將組成相關單位類別的一部分資產。

## 申請程序

申請人在認購非上市類別單位時，須填妥認購申請表格（「認購表格」），並將認購表格正本連同所須的憑證文件以郵遞、傳真或管理人或受託人不時釐定的其他電子方式交回登記處。除非管理人或受託人另行要求，否則毋須遞交申請表正本。選擇以傳真或其他電子方式發送申請表的申請人，須承擔受託人沒有收到申請表的風險。因此，為保障本身利益，申請人應向受託人確認已收到申請表。管理人及受託人（以及彼等各自的主管人員、僱員、代理或代表）概不會就透過傳真或其他電子方式發送的任何申請表並未收到或模糊不清所導致的任何損失，或就基於真誠認為來自獲適當授權人士的申請所採取的任何行動而引致的任何損失向申請人負責。

於相關首次發售期內的非上市類別單位認購申請，最遲須於相關首次發售期最後一日下午12時30分（香港時間）前由登記處收訖。於首次發售期結束後，有關申請須於交易截止時間前收訖。於任何交易日的適用交易截止時間後收到的申請要求將於下一每交易日處理。

每名申請人在其申請獲接納後將獲發出買賣單據，確認所認購非上市類別單位的詳情，但不會獲發證書。

申請人可以透過管理人委任的分銷商申請認購非上市類別單位。分銷商可能設定不同的交易程序，包括就收取申請及/或結算資金設定較早的截止時間。因此，擬透過分銷商申請認購非上市類別單位的申請人，應諮詢分銷商相關交易程序的詳情。

倘若申請人透過分銷商申請認購非上市類別單位，則管理人及受託人將視分銷商（或其代名人）為申請人。分銷商（或其代名人）將被登記成為相關非上市類別單位的單位持有人。管理人及受託人將視分銷商（或其代名人）為單位持有人，且概不會就有關申請人與分銷商因認購、持有及贖回非上市類別單位及任何有關事宜訂立的任何安排負責，亦不會就該等安排可能產生的任何費用或損失負責。然而，管理人將會以一切審慎合理的方式挑選及委任分銷商。

不應向並無牌照或並無登記進行《證券及期貨條例》第V部項下第一類（證券交易）受規管活動的任何香港中介人支付任何款項。

管理人可按其酌情權拒絕非上市類別單位的全部或任何部分申請。倘申請遭拒絕受理，申請款項將透過郵遞方式以支票或電匯方式或受託人認為合適的其他方式不計利息及扣除開支後退還，風險概由申

請人承擔。

在暫停釐定相關子基金資產淨值的任何期間內，非上市類別單位的認購申請概不獲處理（詳情請參閱主基金說明書內「暫停釐定資產淨值」一節）。

## 付款程序

認購款項須以非上市類別單位的相關類別的類別貨幣支付。認購款項須於以結算資金(i)於交易截止時間前收到申請的相關交易日或(ii)就於首次發售期內申請認購非上市類別單位而言，相關首次發售期的最後一日起計3個營業日內或由管理人決定的其他期間收訖。付款詳情載於認購表格。

申請人以外的任何人士支付的認購款項將不獲受理。

管理人可酌情決定接受逾期繳交的認購款項，參照相關子基金的有關類別單位的資產淨值臨時配發非上市類別單位，並按管理人認為適當的利率就逾期款項收取利息，直至款項全數收到為止。然而，若認購款項的結算資金並未於管理人決定的期間內支付，則管理人可酌情視有關申請為無效及取消。當於上述取消時，有關非上市類別單位將被視作從未發行，而申請人無權對管理人或登記處索償，而任何損失將由申請人承擔，惟：(i)先前對相關子基金所作的估值不會因有關單位被註銷而重新開始或變成無效；(ii)管理人可要求申請人就每個已註銷的單位，支付於有關交易日的認購價超出於註銷日期所適用的贖回價的金額（如有），利益歸相關子基金所有；及(iii)受託人有權向申請人收取註銷費用，以彌補處理申請及其後註銷所涉及的行政成本。

以其他可自由兌換的貨幣支付的款項可被接納。當收取以有關類別貨幣以外的貨幣支付的款項時，有關款項將兌換為有關類別貨幣，而兌換所得款項（經扣除進行兌換的成本）將用作認購相關子基金的有關類別的非上市類別單位。貨幣兌換過程可能會涉及延誤。兌換認購款項時產生的銀行收費（如有）將由有關申請人承擔，並因此將從認購所得款項中扣除。

## 一般規定

所有持有的非上市類別單位將以記名方式發行，而不會發出證書。就每隻子基金而言，名列單位持有人名冊即為非上市類別單位的所有權證明。因此，單位持有人應留意，倘若其登記資料有任何更改，必須確保通知登記處。零碎單位的發行可湊整至小數點後最接近的4個位。相當於一個單位較零碎部分的認購款項將撥歸相關子基金所有。可登記的聯名單位持有人最多為4人。

## 非上市類別單位的贖回

### 贖回程序

非上市類別單位的單位持有人如有意贖回於某一子基金的單位，可向登記處遞交贖回要求，以於任何交易日贖回單位。

任何贖回要求必須於交易截止時間前由登記處收悉。投資者如有意透過分銷商（或其代名人）贖回非上市類別單位，則應按該分銷商（或其代名人）指示的方式向分銷商（或其代名人）遞交其贖回要求。分銷商（或其代名人）或有不同的交易程序，包括較早的接收贖回要求截止時間。倘若投資者透過分銷商（或其代名人）持有其於非上市類別單位的投資，則有意贖回該等單位的投資者須確保該分銷商（或其代名人）作為登記單位持有人於交易截止時間前遞交相關贖回要求。就任何交易日而言，於適用的交易截止時間後遞交的贖回要求將於下一個交易日處理。

贖回要求應以郵遞、傳真或由管理人或受託人不時釐定的其他電子方式發送。贖回要求須註明：**(i)**子基金名稱、**(ii)**將贖回非上市類別單位的類別及價值或數目、**(iii)**登記單位持有人的姓名及**(iv)**贖回所得款項的付款指示。

除非管理人或受託人另行要求，否則毋須遞交任何贖回要求的正本。選擇以傳真或其他電子方式發送贖回要求的申請人，須承擔受託人沒有收到表格的風險。因此，為保障本身利益，單位時有人應向受託人確認已妥善收到贖回要求。管理人及受託人（以及彼等各自的主管人員、僱員、代理或代表）概不會就透過傳真或其他電子方式發送的任何贖回要求並未收到或模糊不清所導致的任何損失，或就基於真誠認為來自獲適當授權人士的有關要求所採取的任何行動而引致的任何損失向單位持有人負責。

單位持有人可部分贖回所持有子基金的非上市類別單位，惟有關贖回不得導致該單位持有人持有該類別單位少於相關附錄規定該類別的最低持有額。倘不論何種原因單位持有人持有某一類別的非上市類別單位的數額少於該類別的最低持有額，則管理人可通知該單位持有人，要求其就所持該類別的所有非上市類別單位提交贖回要求。倘非上市類別單位的部分贖回要求的總值低於相關附錄所列各類別的最低贖回額（如有），則有關要求將不獲受理。

所有贖回要求須由單位持有人或（如屬聯名單位持有人）由已獲授權代表其他聯名單位持有人簽署有關要求的一名或以上聯名單位持有人簽署（倘經已就有關授權以書面方式通知登記處）或（如沒有作出有關通知）由全體聯名單位持有人簽署。

## 贖回所得款項的支付

於任何交易日的贖回價，將為相關子基金的相關類別於有關交易日估值點的資產淨值，除以該類別當時已發行單位數目所計算得出的每個非上市類別單位的價格，有關價格將湊整至小數點後**4**個位（**0.00005**或以上向上湊整，**0.00005**以下則向下湊整），或由管理人不時釐定的方式作調整及湊整至其他小數位。任何調整餘額將撥歸相關類別所有。贖回價將以相關子基金的相關類別貨幣計算及報價。

在釐定贖回價時，管理人有權扣減其認為相等於以下合適補額的金額：**(a)**相關子基金投資的估計買入/賣出差價，**(b)**非經常交易費用或開支，包括印花稅、其他稅項、經紀佣金、銀行收費、過戶費用或登記費用，或**(c)**出售相關子基金的信託基金的成分證券或向受託人匯款而慣常產生的其他費用

（「贖回調整補額」）。任何上述認購調整補額將由受託人代相關子基金保留，並將組成相關子基金或相關單位類別的信託基金其中一部分。

管理人可按其選擇就將贖回的非上市類別單位收取贖回費（請參閱主基金說明書內「費用及開支」一節）。管理人可按其全權絕對酌情權決定，於任何日子就將向每名單位持有人徵收的贖回費在單位持有人之間收取不同金額（惟不得超出信託契約訂明的容許限額）。

贖回非上市類別單位時應付予單位持有人的贖回款項，將為贖回價減去任何贖回費。贖回費將撥歸管理人所有。

單位持有人應注意，贖回所得款項將不會支付予任何單位持有人，直至**(a)**登記處已收取經妥為簽署的贖回要求正本（如登記處要求有關正本）及所有其他憑證文件（如要求任何該等文件）；**(b)**單位持有人（或各聯名單位持有人）的簽署已獲登記處核實及接納；及**(c)**已完成登記處可能合理要求的任何其他程序。

在遵照上文所述及除管理人另行同意外，只要已提供相關賬戶資料，贖回所得款項一般將以相關子基金的類別貨幣透過電匯轉賬至贖回要求內列明的單位持有人的預先指定銀行賬戶，有關風險及支出由要求贖回的單位持有人承擔，付款時間為相關交易日後7個營業日內，惟無論如何須在相關交易日或（如較後）收取附有適當文件的贖回要求後一個曆月內支付，除非相關子基金絕大部分投資所在的市場受法律或規管規定規管（例如外匯管制），以致在前述時限內進行贖回所得款項的支付並不可行，惟在該情況下，有關的法定或監管規定細節將載於相關附錄內，而延長支付時限須反映因應相關市場的特定情況所需的額外時間。與有關贖回所得款項的支付相關的任何銀行及其他行政費用以及貨幣兌換所招致的費用（如有），將由要求贖回的單位持有人承擔並從贖回所得款項中扣除。在管理人事先同意下，可就正被贖回的相關子基金的相關非上市類別單位的有關類別的類別貨幣以外的任何主要貨幣支付贖回所得款項作出安排。支付款項將僅會轉入單位持有人名下的銀行賬戶。子基金將不會向任何第三方付款。

信託契約規定，贖回可由管理人酌情決定全部或部分以實物形式作出。然而，除相關附錄另有訂明外，管理人無意就任何子基金行使此酌情權。於任何情況下，僅當要求贖回的單位持有人同意時，贖回方會全部或部分以實物形式作出。

## 強制贖回

單位持有人或須向管理人及／或受託人提供任何被認為屬必要的資料或文件，以釐定任何單位是否由**(i)**受禁制人士或**(ii)**美國人士直接、間接或實益擁有。

倘於任何時間管理人或受託人注意到單位是由上文**(i)**及**(ii)**所述任何人士直接、間接或實益擁有，則管理人或受託人可向該人士發出通知，要求該人士向並不屬於上文**(i)**及**(ii)**所述類別的人士轉讓有關單位或以書面要求按照信託契據的條文贖回有關單位。倘接獲上述通知的任何人士於三十個曆日內並無遵從管理人或受託人的指示，並令管理人或受託人信納（其判斷屬最終結果及具約束力）有關單位並非按違反任何上述限制的方式持有，則該人士將被視為於三十個曆日期限屆滿時已以書面要求根據信託契據的條文贖回所有有關單位。

## 遞延贖回

如收到的贖回要求所要求贖回的單位（包括上市類別單位及非上市類別單位兩者）合共佔當時已發行的子基金總資產淨值逾10%（或管理人可能就子基金釐定的較高比例），則管理人可指示受託人按比例削減於相關交易日尋求贖回單位的所有單位持有人（包括上市類別單位及非上市類別單位的持有人）的該些要求，僅執行總數最多為當時已發行的相關子基金總資產淨值的10%（或管理人可能就子基金釐定的較高比例）的贖回。本應贖回但未贖回的單位將於下个交易日（如相關子基金本身的贖回要求經推遲後涉及的單位合共仍超過當時已發行的相關子基金總資產淨值的10%（或管理人可能就該子基金釐定的較高比例），則須進一步推遲）優先於相關子基金已接獲贖回要求的任何其他單位而贖回。單位將按贖回交易日的現行贖回價值贖回。若贖回要求按上述方式順延，管理人將盡早通知有關單位持有人。

## 暫停贖回

於暫停釐定相關子基金資產淨值的任何期間內，管理人可暫停就接獲的任何贖回要求贖回任何子基金的非上市類別單位，或延遲支付贖回所得款項（詳情請參閱主基金說明書內「暫停釐定資產淨值」一節）。

管理人亦有權在特殊情況下（按誠信行事）拒絕任何贖回申請，該等特殊情況包括但不限於以下情況：

- (a) 於暫停(i)認購或發行相關子基金非上市類別單位，(ii)贖回相關子基金非上市類別單位，及/或(iii)釐定相關子基金的資產淨值的任何期間；
- (b) 管理人認為，如接納贖回申請將會對相關子基金產生不利影響；
- (c) 存在任何買賣限制或局限，例如發生市場中斷事件、懷疑市場不當行為，或就(i)（就跟蹤指數的子基金而言）相關指數中任何證券或(ii)（就並非為跟蹤指數的子基金而言）子基金的大部分投資項目暫停買賣；
- (d) 倘接納贖回申請，會使管理人違反任何監管限制或規定、管理人及/或其任何關連人士就遵守適用法律及監管規定所須遵循的內部合規或內部監控限制或規定；或
- (e) 由於非管理人所能控制的情況而不可能處理贖回申請。

倘拒絕贖回申請，管理人會通知受託人有關其拒絕贖回申請的決定。

## 對單位持有人的限制

為確保單位被獲得或持有不會引起以下情況，管理人有權力施加其認為必要的限制：

- (a) 違反任何國家或政府當局的法律或規定，且管理人認為該情況可能導致本信託或子基金遭受其在此其他情況下本不會遭受的任何不利影響；或
- (b) 管理人認為出現有關情況，而可能導致本信託或子基金產生於其他情況下本不會產生的稅務責任或遭遇於其他情況下本不會遭遇的任何其他金錢上的不利因素。

一旦發現任何單位以上述方式持有，管理人可要求該等單位持有人依照信託契據的條文贖回或轉讓該等單位。知曉其在違反任何上述限制的情況下持有或擁有單位的人士，須依照信託契據贖回其單位，或將其單位轉讓予根據本基金說明書及信託契據允許持有單位的人士，以使該單位持有人不再違反上述限制。

## 非上市類別單位的轉讓

信託契據規定單位持有人可在獲得管理人同意並遵守信託契據條文的情況下轉讓單位。投資者有權透過受託人可能不時批准的格式的書面文據轉讓其所持的單位。轉讓人將被繼續視為被轉讓單位的單位持有人，直至承讓人姓名被載入被轉讓單位的單位持有人登記冊。每份轉讓文據須僅關聯單一子基金。

## 一般事項

零碎單位的贖回可湊整至小數點後最接近的4個位。相當於一個單位較零碎部分的贖回款項將撥歸相關子基金所有。

## 非上市類別單位的轉換

管理人可不時容許單位持有人可轉換其任何子基金（「現有子基金」）的部分或全部非上市類別單位為由管理人或其關連人士管理並經證監會認可的其他集體投資計劃的非上市股份、單位或權益（「新基金」）。轉換為上述其他集體投資計劃，將按照上文「非上市類別單位的贖回」一節載列的贖回程序以贖回有關單位持有人所持有的非上市類別單位，並按照上述其他集體投資計劃的相關發售文件的條文，透過將贖回所得款項再投資於上述其他集體投資計劃的方式進行。倘若轉換部分所持非上市類別單位後導致單位持有人持有少於就新基金（如有）及/或現有子基金訂明的最低持有額，則有關轉換要求將不獲接納。

根據信託契約，管理人有權就轉換單位收取最多為有關現有子基金的非上市類別單位轉換所應付贖回所得款項之5%的轉換費。有關轉換費將從再投資於新基金的金額中扣除及將支付予管理人。

倘若受託人於某交易日的交易截止時間前收到轉換要求，轉換將按以下方式進行：

- (a) 在下文(c)段規限下，現有子基金的非上市類別單位的贖回將按該交易日（「轉換贖回日」）的贖回價辦理；
- (b) 倘現有子基金及新基金的計值貨幣不同，現有子基金的非上市類別單位的贖回所得款項（扣減任何轉換費後）將兌換為新基金的計值貨幣；及
- (c) 由此所得的款項將按新基金於有關交易日（「轉換認購日」）的相關認購價用於認購新基金的單位。轉換認購日應與轉換贖回日為同一日（若現有子基金的有關交易日並非新基金的交易日，則轉換贖回日將為屬新基金交易日的下一個交易日），惟受託人須在管理人決定的期間內以新基金的相關貨幣收到結算資金。倘若並未於適用期間內收到結算資金，轉換認購日應為受託人在新基金交易截止時間前收到以相關貨幣結算的結算資金的一日，惟管理人另有決定除外。

在暫停釐定任何相關子基金的資產淨值的任何期間內，管理人可暫停轉換非上市類別單位（有關詳情請參閱主基金說明書內「暫停釐定資產淨值」一節）。

投資者應注意，上市類別單位與非上市類別單位之間不可以轉換。

#### 暫停發行、認購及贖回非上市類別單位

管理人可在下列情況下，按其酌情權（經諮詢受託人後）暫停發行及／或轉換及／或贖回任何子基金的單位，及／或（受限於有關須在不超過一個曆月內支付贖回所得款項的所有適用法律或規管規定）延遲向已贖回任何子基金單位的人士支付任何款項及轉讓任何證券：

- (a) (i)（就跟蹤指數的子基金而言）相關子基金的指數成分證券或(ii)（就並非為跟蹤指數的子基金的子基金而言）子基金的大部分投資項目的主要上市市場或該市場的正式結算及交收存管處（如有）不開放的任何期間；
- (b) (i)（就跟蹤指數的子基金而言）相關子基金的指數成分證券或(ii)（就並非為跟蹤指數的子基金的子基金而言）子基金的大部分投資項目的主要上市市場的買賣受到限制或暫停的任何期間；
- (c) 管理人認為證券在該市場的正式結算及交收存管處（如有）的交收或結算受到干擾的任何期間；
- (d) 存在任何情況，導致管理人認為證券交付或購買（以適用者為準），或相關子基金當時所包含的投資項目的出售不能正常或在無損相關子基金的單位持有人利益的情況下進行；
- (e) （僅就跟蹤指數的子基金而言）相關指數並未編製或發佈的任何期間；
- (f) 通常用以釐定相關子基金資產淨值或有關類別每單位資產淨值的工具發生任何故障，或管理人認為相關子基金當時所包含的任何證券或其他資產的價值因任何其他原因而無法合理、迅速及公正



地確定；

- (g) 相關子基金資產淨值的釐定被暫停或發生主基金說明書內「暫停釐定資產淨值」一節中所述的任何情況的期間；或
- (h) 管理人、受託人、登記處或受託人或管理人的任何代理人就相關子基金單位的發行或贖回的業務經營因為或由於傳染病、戰爭行動、恐怖主義、暴動、革命、內亂、騷亂、罷工或不可抗力而大規模中斷或關閉的任何期間。

倘若（或倘若由於按照相關子基金的投資目標以單位的發行所得款項進行投資而導致）本信託持有或將持有合計超過由任何單一發行人發行的普通股的10%，則管理人將在諮詢受託人後，暫停對相關子基金單位的認購權。此外，若本信託的子基金合計持有超過由任何單一發行人發行的普通股10%的限額，則管理人將在顧及單位持有人利益的情況下，將之作為其首要目標於合理期間內採取一切其他必要措施以補救該違規情況。

管理人須在暫停後通知證監會及在本信託的網站[www.nikkoam.com.hk/etf](http://www.nikkoam.com.hk/etf)（該網站或本基金說明書內所述其他網站的內容未經證監會審閱）或其決定的其他出版物刊發暫停通告，並須於暫停期間內每月至少刊發通告一次。

於暫停期間內收到的任何認購、轉換或贖回申請（原本應要撤回但並無撤回者），將被管理人視為於緊隨暫停結束後收到。任何贖回的結算期將按相等於暫停持續的期間予以延長。

暫停須持續有效，直至下列日期中較早之日為止：(a) 管理人宣佈結束暫停之日；及(b) 發生以下情況的首個交易日：(i) 導致暫停的情況不再存在；及(ii) 不存在可允許暫停的其他情況。

## **第二部分 - 有關各子基金的具體資料**

本基金說明書的第二部分包括有關成立於本信託並於香港聯交所上市的各子基金的具體資料。管理人不時予以更新。有關各子基金的資料載列於獨立附錄中。

本基金說明書第二部分各附錄中所陳述之資料應連同第一部分中所陳述之資料一起閱讀。第二部分任何附錄中的資料若與第一部分中所陳述資料有所出入，以第二部分有關附錄中的資料為準。但僅適用於有關附錄的特定子基金。

各有關附錄中定義並使用的術語於第二部分中未有定義者，承用與本基金說明書第一部分中相同之含義。各附錄中提及「子基金」時乃指該附錄標題所述之有關子基金。各附錄中提及「指數」時乃指該附錄中所列載之有關指數詳情。

附錄一：日興資產管理環球互聯網 ETF

重要資料

下文載列有關本子基金的主要資料概要，其應與本附錄及本基金說明書全文一併閱讀。

指數	iEdge-Factset Global Internet Index
指數種類	淨總回報指數
首次發行日	2019年10月23日
上市日期（香港聯交所）	2019年10月24日
首次發售期間的發行價	10 美元
上市交易所	香港聯交所 – 主板
股份代號	9072 – 美元櫃台 3072 – 港元櫃台
股份簡稱	日興環球聯網-U – 美元櫃台 日興環球聯網 – 港元櫃台
ISIN 號碼	HK0000518578 – 美元櫃台 HK0000518586 – 港元櫃台
每手交易數量	10 個單位
基礎貨幣	美元(USD)
交易貨幣	美元(USD) 港元(HKD)
派息政策	視乎管理人酌情決定，管理人可向單位持有人撥付分派。概不保證可撥付分派或撥付分派的頻率。分派將只會以基礎貨幣（美元）撥付 <sup>10</sup> 。管理人可酌情決定從資本中或實際上從資本中或從收入中撥付分派。
增設／贖回政策	現金（只會以美元）及實物
申請單位數目（僅藉助或透過參與證券商）	現金申請：5,000 個單位（或 1,000 倍數的較高數目單位） 實物申請：50,000 個單位（或其倍數） 除非另行獲管理人酌情豁免。
交易截止時間	現金申請：下午十二時三十分（香港時間） 實物申請：下午五時三十分（香港時間）
估值點	有關交易日下午四時正（美國東岸時間） 即有關交易日翌日上午四時正（香港時間，計及美國夏令時）； 或上午五時正（香港時間，不計美國夏令時）

<sup>10</sup> 倘單位持有人並無美元帳戶，單位持有人或須承擔與換算美元股息為任何其他貨幣相關的費用及收費。務請單位持有人諮詢其經紀有關分派的安排。

管理費	現時為每年資產淨值的 0.60%
投資策略	全面複製策略。請參閱下文「投資策略是甚麼？」一節
財政年度終結日	6 月 30 日
副管理人	Nikko Asset Management Asia Limited
上市代理	浩德融資有限公司
莊家 <sup>11</sup>	Flow Traders Hong Kong Limited Phillip Securities Pte Ltd.
參與證券商 <sup>10</sup>	海通國際證券有限公司 野村國際（香港）有限公司 輝立証券（香港）有限公司 未來資產證券（香港）有限公司 韓國投資證券亞洲有限公司
服務代理	香港證券兌換代理服務有限公司
網站	<a href="http://www.nikkoam.com.hk/etf/global-internet-etf">www.nikkoam.com.hk/etf/global-internet-etf</a>

## 投資目標是甚麼？

子基金的投資目標是尋求提供在扣除費用及開支前與iEdge-Factset Global Internet Index（「指數」）的表現緊密相關的投資回報。概不保證子基金將實現其投資目標。

## 投資策略是甚麼？

為達到投資目標，子基金主要採用全面複製策略，按相關股票佔指數的比重大致相同的比重，直接投資於指數所包含的股票。

子基金可按其絕對酌情權，以其認為適當的頻密次數，在複製策略和代表性抽樣策略之間進行轉換，而無須事先通知投資者，從而為投資者的利益，盡可能緊貼追蹤指數，以實現子基金的投資目標。按本基金說明書第一部分「投資限制」一節所披露，管理人於執行代表性抽樣策略時，可促使子基金偏離指數比重，而條件是任何成份股偏離於指數比重的上限不可超出該比重上下 4 個百分點。

指數旨在追蹤已發展市場中互聯網科技板塊證券的表現。為了提供指數的表現，子基金可投資於在美國、英國、法國、德國、香港、日本、韓國及新加坡上市的股票，並可不時加入或排除其他市場。有關進一步資料，請參閱下文「指數」一節。

子基金不會進行沽空交易。

現時，管理人無意就子基金(i)投資於任何金融衍生工具作對沖或非對沖（即投資）用途；(ii)投資於結構性存款、資產抵押證券、資產抵押商業票據及按揭抵押證券；(iii)訂立借出證券交易、出售及回購或逆回購交易或其他類似場外交易；或(iv)訂立借入證券交易。在子基金進行任何此類投資之前，管理人將尋求證監會的事先批准，並向單位持有人發出至少一個月的事先通知。

子基金的投資策略受本基金說明書第一部分載列的投資限制的規限。

<sup>11</sup> 有關莊家及參與證券商的最新名單，請參閱子基金的網站。

## 副管理人

Nikko Asset Management Asia Limited已獲管理人委任為子基金的副管理人。管理人已將子基金相關的管理職能委託予副管理人。

副管理人為Nikko Asset Management International Limited的全資附屬公司，而Nikko Asset Management International Limited為三井住友信託控股有限公司的間接全資附屬公司。副管理人主要從事基金管理業務，乃於1982年6月16日根據新加坡法例在新加坡註冊成立的股份制公眾有限公司。該公司獲新加坡金融管理局發給資本市場服務牌照，可從事基金管理及買賣資本市場產品（證券、集體投資計劃、交易所買賣衍生工具合約及場外衍生工具合約）的受規管活動。

## 特有風險因素

除了本基金說明書第一部分列示的風險因素外，管理人及副管理人認為下文載列的風險因素亦屬於與子基金相關且目前適用於子基金的特定風險。

### 集中風險

由於指數集中於軟件、互聯網及相關服務行業，相較其他經濟行業，該行業的特點是價格表現波動較大，而相較其他具廣泛基礎的股票指數，指數的表現可能更加波動。子基金的價格波動可能大於追蹤基礎更加廣泛指數的交易所買賣基金的價格波動。

### 軟件、互聯網及相關服務行業風險

軟件、互聯網及相關服務行業的眾多公司的經營歷史相對較短。該行業的迅速變化可能會致使子基金投資的公司所提供的產品及服務過時，以及導致該等公司的證券價格嚴重或全面下跌。另外，該等行業的公司可能面臨巨大且往往無法預測的增長率變化，以及面臨為爭相羅致合資格人員的服務而出現的競爭局面。若互聯網公司在發佈代碼後發現任何錯誤或漏洞，可能會對該公司的業務及經營業績造成不利影響。倘子基金投資於任何該等公司，其投資可能會受到不利影響。

互聯網行業可能會遭受重大政府干預，包括倘互聯網公司被認為對相關國家利益敏感，則會對該等公司投資施加限制。世界各國的若干政府已經尋求並可能在未來尋求審查互聯網提供的內容，完全限制從其國家訪問子基金投資的互聯網公司所提供的產品及服務，或在很長一段時間內或無限期地施加可能影響取得該等產品及服務機會的其他限制。倘若在一個或多個國家訪問全部或部分互聯網產品及服務受到限制，則該等互聯網公司保留或增加用戶基礎及用戶參與度的能力或會遭受不利影響，且其經營業績可能會受到損害，進而可能會對子基金的投資價值產生影響。

互聯網業務受私隱、數據保護、內容監管、知識產權、競爭、未成年人保護、消費者保護及稅收等複雜法律法規的規限。該等法律法規可能會發生變化且受不確定性解釋的規限，並可能引起申索、商業慣例變更、罰款、營運成本增加或用戶增長率、用戶參與度或廣告參與度下降，或在其他方面損害互聯網業務。該等法律法規亦可能會推遲或阻礙新產品及服務的開發。遵守該等現有及新訂法律法規可能代價高昂，並且可能需要管理層及技術人員付出大量時間和精力。所有這些因素都可能會影響子基金投資的互聯網公司的業務及／或盈利能力，進而可能會對子基金的投資價值產生不利影響。

### 依賴副管理人的風險

雖然管理人具有管理證監會認可基金的經驗，但管理人對於管理交易所買賣基金的經驗有限。管理人已將子基金的投資酌情權委託給副管理人，並將依賴副管理人的專業知識和系統來進行子基金的投資。與副管理人的溝通或來自副管理人的協助出現任何中斷，或失去副管理人或其任何主要人員的服務，均可能對子基金的運作產生不利影響。

### 從資本中或實際上從資本中撥付分派的風險

管理人可酌情決定從資本中撥付分派。管理人亦可酌情決定以收入總額撥付分派，而子基金的全部或部分費用及開支由子基金的資本支付／撥付，以致子基金用作派付分派的可供分派收入增加，因此，子基金可能實際上從資本中撥付分派。從資本中或實際上從資本中撥付分派，意即退還或提取投資者原先投資或當中應佔任何資本收益的部分款項。任何分派如涉及從子基金的資本中或實際上從子基金

的資本中撥付分派，可能會導致每單位資產淨值即時減少。管理人可修改其派息政策，惟須獲得證監會的事先批准及向單位持有人發出不少於一個月的事先通知。

## 發售階段

### 上市後

單位由2019年10月24日開始在香港聯交所買賣。

現時的上市後交易截止時間為相關交易日下午十二時三十分（香港時間）（就現金增設及贖回申請而言）或下午五時三十分（香港時間）（就實物增設及贖回申請而言），或倘任何一日於香港聯交所交易時段被縮短，則為管理人可能釐定的其他時間（須經受託人批准）。

增設單位的申請可以現金增設申請（以美元）或實物增設申請的方式作出。根據運作指引，認購單位的結算將於相關交易日的運作指引所規定的時間到期。

投資者務請注意本基金說明書第一部分的「發售階段」一節。

## 雙櫃台

管理人已安排根據雙櫃台安排在香港聯交所二級市場交易子基金的基金單位。單位以美元計值。子基金在香港聯交所向投資者提供兩個交易櫃台（即港元櫃台及美元櫃台）以作二級交易用途。在港元櫃台交易的單位將以港元結算，而在美元櫃台交易的單位將以美元結算。除了以不同貨幣結算外，櫃台中單位的交易價亦可能會有所不同，原因是不同的櫃台屬於獨特及獨立的市場。

在每個櫃台交易的單位均屬相同類別，且所有櫃台的所有單位持有人均受到同等待遇。櫃台將具有不同的股份代號（按上文「主要資料」一節所載）、不同的股份簡稱及不同的ISIN號碼。

通常情況下，投資者可在同一櫃台買賣所交易的單位，或者在一個櫃台買入並在另一個櫃台賣出，惟其經紀同時向其提供港元及美元交易服務，並提供跨櫃台轉帳服務以支持雙櫃台交易。即使交易在同一個交易日內發生，櫃台間買賣亦獲允許。然而，投資者應注意，每個櫃台交易的單位的交易價可能會有所不同，或許並非總是保持密切的關係，而這取決於每個櫃台的市場供求和流動性等因素。

投資者如對費用、時間安排、程序及雙櫃台的運作（包括櫃台間轉帳）有任何疑問，應諮詢其經紀。投資者還應注意上文「與雙櫃台相關的風險」所載的風險因素。

## 交易所上市及買賣（二級市場）

### 一般資料

單位並未在任何其他證券交易所上市或買賣，而截至本基金說明書日期為止，亦未作出前述上市或核准買賣的申請。日後或會申請單位於一個或多個其他證券交易所上市。投資者謹請注意本基金說明書第一部分「交易所上市及買賣（二級市場）」一節，了解其他資料。

單位於2019年10月24日開始在香港聯交所以港元及美元買賣。單位以每手10個單位在香港聯交所買賣。

## 贖回

單位可直接（透過參與證券商）贖回。贖回所得款項可以現金（以美元）或實物支付。任何已接受的贖回申請將根據運作指引及信託契據以現金支付或以轉讓證券的方式辦理（視情況而定）。

## 派息政策

管理人可按其酌情權向單位持有人宣派及派付淨股息。概不保證將會作出派付或派付的頻率。管理人將於分派僅以美元分派的任何相關金額之前發出公告。管理人可酌情決定從資本中或以收入撥付分

派。管理人亦可酌情決定以收入總額撥付股息，而子基金的全部或部分費用及開支將由子基金的資本支付／撥付，以致子基金用作派付股息的可供分派收入增加，因此，子基金可能實際上從資本中撥付股息。

各單位持有人將只會以美元收取分派。單位持有人或須承擔與換算美元股息為港元或任何其他貨幣相關的費用及收費。務請單位持有人諮詢其經紀有關分派的安排。

單位的分派支付率視乎管理人或受託人無法控制的因素（包括有關相關實體的整體經濟情況、財務狀況及股息或派息政策）而定。概不保證該等實體將會宣派或撥付股息或分派。

從資本中或實際上從資本中撥付分派，意即退還或提取投資者原先投資或當中應佔任何資本收益的部分款項。任何分派如涉及從子基金資本中或實際上從子基金資本中撥付分派，可能會導致每單位資產淨值即時減少。

管理人將應要求提供過去12個月的單位應付分派成份資料（即從(i)可供分派淨收入及(ii)資本撥付已付分派及股息比例的相對款額）（如有），而網站[www.nikkoam.com.hk/etf/global-internet-etf](http://www.nikkoam.com.hk/etf/global-internet-etf) 亦會刊登相關資料。受限於證監會的事先批准，管理人可能會向單位持有人發出不少於一個月的事先通知以修改從子基金資本中或實際上從子基金資本中撥付分派的子基金派息政策。

## 費用及開支

### 管理費

管理人有權自子基金的資產中每年收取最多佔子基金資產淨值2%的管理費。現時管理費為每年子基金資產淨值的0.60%，為按日累計，並於每個交易日計算及於每月支付所欠費用。

應付予副管理人的費用已包括在管理費內。

### 受託人費用

受託人有權自子基金中每年收取最多佔子基金資產淨值1%的受託人費用（「受託人費用」）。現時受託人費用乃按子基金資產淨值的每年百分比計算，比率最高為每年資產淨值的0.095%（惟每年最少為38,000美元）（包括應付予全球託管人、基金會計師及登記處的費用），乃按日累計，並於各交易日計算及於每月支付所欠費用。

全球託管人、基金會計師及登記處有權自子基金中收取費用，並可不時與管理人協定收取各項交易費、手續費、估值費用及其他適用費用，並會就履行其職責合理產生的所有實付開支（包括分託管費用及開支）獲得子基金彌償。

受託人費用可在向單位持有人發出一個月通知後，根據與管理人的協議增至最高水平。

受託人亦有權從子基金資產中獲彌償一切已產生的實付開支。

## 指數

本節是對指數的簡要概述，其中包括對指數主要特徵的概述，並非完整的指數說明。於本基金說明書日期，本節中的指數概述準確無誤，並與完整的指數說明一致。有關指數的完整資料載於下文所列網站。有關資料可能會不時發生變更，而變更詳情將在該網站內載述。

### 指數的一般資料

子基金的指數為iEdge-Factset Global Internet Index。指數旨在追蹤已發展市場中互聯網科技板塊證券的表現。獲納入指數的股票包括主要提供互聯網及數據服務、一般互聯網及網上服務、互聯網支援服務、金融軟件及服務、虛擬現實以及工程軟件和網上零售業務板塊的公司。指數是一個自由流通量加權市值指數，具有30隻股票的籃子規模，每隻指數成份股的比重最高為10%。

指數由新加坡證券交易所有限公司（「指數提供者」）編製及發佈。管理人及其各關連人士均獨立於指數提供者。

指數為一個淨總回報指數。淨總回報指數乃按將任何除稅後股息或分派進行再投資的基準來計算指數成份股的表現。指數以美元計值及報價。

指數於2018年12月14日推出，於2012年9月24日的基數水平為1,000。於2022年8月31日，指數包含30隻成份股，市值為37,110億美元。

## 指數計算方法

### 合資格準則

指數的選股範圍涵蓋已發展市場上市的股票。選股範圍包括美國、英國、法國、德國、香港、日本、韓國及新加坡，亦可不時包括或排除其他市場。

除國家合資格準則外，公司必須滿足主題合資格準則，方符合資格納入指數。公司的收入明細乃使用尊崇業務行業分類系統(Revere Business Industry Classification System) (「RBICS」) 獲取並建基於該系統。RBICS是由指數提供者的研究合作夥伴FactSet所提供的分類系統。指數成份股根據RBICS分類系統進行分類，包括六級的層級結構及約1,400個板塊組別，每個板塊組別均應佔精準的收入百分比。若公司分類或收入屬性改變，指數提供者將執行適當指數行動。該等行動將於重新分類生效後的首個重整期內有效。

合資格公司亦須就其各自的業務板塊滿足收入敞口準則。

有關指數的各個業務板塊的相關RBICS行業分類及收入敞口準則載列如下：

RBICS 第六級分類名稱 (最低收入百分比 50%)		
區塊鏈技術	門戶網站及軟件	互聯網娛樂零售
虛擬貨幣交易及兌換	一般互聯網及網上服務	互聯網鞋類零售
城市導遊內容供應商及網站	家居及辦公室虛擬現實軟件	互聯網家具及家品零售
通訊及協作內容網站	互聯網配件零售	互聯網淘寶銷售
多元化電子媒體及網站	互聯網服裝零售	互聯網辦公室用品零售
流動平台應用軟件	互聯網汽車零件銷售	互聯網低價零售
網上遊戲網站及軟件	互聯網建築材料/花園用品零售	互聯網寵物及寵物用品零售
開發軟件的軟件	互聯網百貨店	互聯網倉庫/大型超市零售
虛擬現實設計及工程軟件	互聯網折扣店	其他互聯網健康及個人護理零售
網站開發軟件製造	互聯網零子零售	手持式設備及智能手機遊戲軟件

RBICS 第五級分類名稱 (最低收入百分比 50%)		
互聯網支援服務	網站相關內容供應商	

RBICS 第四級分類名稱 (最低收入百分比 50%)		
互聯網託管服務	基於網站的數據及服務	

RBICS 第三級分類名稱 (最低收入百分比 60%)		
互聯網及數據服務		

RBICS 第六級分類名稱 (排除名單)		



機構金融及研究內容網站	執行及報價平台服務	金融參考數據內容供應商／網站
一般專業內部供應商及網站	多種類金融數據內容供應商／網站	房地產信託基金

### 流通性準則

所有合資格公司將於三月及九月的每個指數檢討日期，每半年一次進行流通性篩選。新上市公司被當作新成份股，自上市日期至檢討截至日期作流通性篩選。

新成份股必須達到最小每日交易速率**0.10%**。現有成份股必須達到最小每日交易速率**0.08%**。每日交易速率界定為公司的每日交易價值中位數除以同一公司的自由流通量市值得出的商數。

### 自由流通量準則

指數提供者調整股票市值，只計及被視為可公開讓投資者投資的股份（「自由流通量」）。公司的自由流通量每年作檢討。

新成份股必須達到最小**20%**的自由流通量（於每個指數檢討日期計量）。現有成份股必須具有最小**15%**的自由流通量，以維持納入指數。

### 自由流通量市值準則

所有合資格公司將於三月及九月的每個指數檢討日期，每半年一次進行最小**6**個月自由流通量市值中位數的篩選。新成份股必須達到最小**2**億美元的**6**個月自由流通量市值中位數（於每個指數檢討日期計量）。現有成份股必須具有最小**1.5**億美元的**6**個月自由流通量市值中位數，以維持納入指數。

### 指數檢討

指數於三月及九月每半年一次作檢討。指數檢討程序遵循以下步驟次序：

- **篩選**：所有公司均根據上文「合資格準則」一節所述規則進行篩選，然後進行流通性及自由流通量篩選。未能通過篩選程序的公司將不獲考慮納入指數。在上一次指數檢討中從指數剔除的公司，在現行指數檢討中亦不會獲考慮納入指數。
- **排名**：餘下公司按**6**個月自由流通量市值中位數進行排名。具有最大**6**個月自由流通量市值中位數的公司獲最高排名，相反最小**6**個月自由流通量市值中位數的公司獲最低排名。
- **納入**：若現有成份股已不符合資格納入指數，新合資格公司將獲納入指數。若符合以下條件，新合資格公司亦可獲納入指數：**(i)**排名與指數內**30**隻股票的**10%**限額的排名相同或更差的現有成份股將會被剔除，而最高排名的新合資格公司將獲納入指數；及**(ii)**排名與指數內**30**隻股票的**10%**限額的排名相同或更佳的新合資格公司將獲納入指數，而最低排名的現有成份股將從指數剔除。

指數以自由流通量市值加權計算。於每半年一次的重整日期，指數成份股的指數加權上限將設定為**10%**。因此，「過剩的指數加權」將按比例重新分配至餘下成份股。

### 指數計算

指數按以下公式計算：

$$\text{指數}_t = \frac{\sum_t^N (P_{i,t} \times E_t \times S_{i,t} \times F_{i,t} \times A_{i,t})}{D}$$

- 指數<sub>t</sub> 於時間 $t$ 的指數
- $P_{i,t}$  成份股於時間 $t$ 的價格
- $E_t$  於時間 $t$ 的匯率

- $S_{i,t}$  成份股於時間 $t$ 的發行在外股份
- $F_{i,t}$  成份股於時間 $t$ 的自由流通量
- $A_{i,t}$  成份股於時間 $t$ 的調整因子
- $D$  指數因數

閣下可在網頁<https://www2.sgx.com/indices/products/ifid>，獲取指數的其他資料。

### **指數提供者的免責聲明**

基金單位並非由新加坡證券交易所有限公司及／或其聯屬公司（統稱為「新交所」）推薦、認許、銷售或推廣，而新交所亦未就使用 iEdge-Factset Global Internet Index 所獲得的結果及／或 iEdge-Factset Global Internet Index 於任何特定日子及時間的數字或其他情況作出任何明示或暗示的保證或聲明。iEdge-Factset Global Internet Index 由新交所推薦、計算及管理。新交所概不就日興資產管理環球互聯網 ETF 及 iEdge-Factset Global Internet Index 的任何錯誤對任何人士負責（不論因疏忽或其他原因），亦無責任就其中任何錯誤通知任何人士。

「新交所」是新交所的商標，由日興資產管理香港有限公司根據許可權使用。iEdge-Factset Global Internet Index 的所有知識產權由新交所擁有。

### **指數許可協議**

指數使用許可的初始期限於2019年10月24日開始，並應持續有效直至2020年10月24日為止，於該日，除非許可協議任何一方於當時有效期限結束之前向另一方發出至少120日（或許可協議的訂約方可能以書面協定的較短期間）的書面終止通知，否則許可應連續續期，每次續期1年。許可協議可按照其條文以其他方式終止。

附錄日期為 2023 年 4 月 28 日

附錄二：日興資產管理元宇宙主題主動型 ETF

此乃主動型交易所買賣基金

投資者應注意，此子基金包含上市類別單位及非上市類別單位，而本附錄僅載列關於上市類別單位的資料。在本附錄內凡提述「單位」均指上市類別單位。非上市類別單位不會向香港投資者發售。

重要資料

下文載列有關本子基金的重要資料概要，其應與本附錄及本基金說明書全文一併閱讀。

基礎貨幣	美元(USD)
投資策略	請參閱下文「投資策略是甚麼？」一節
估值點	有關交易日下午四時正（美國東岸時間） 即有關交易日翌日上午四時正（香港時間，計及美國夏令時）；或上午五時正（香港時間，不計美國夏令時）
交易頻率	每日
財政年度年結日	6月30日（將會就2021年6月30日止財政年度刊發子基金首份年報）
副管理人	Nikko Asset Management Asia Limited
網站	<a href="http://www.nikkoam.com.hk/etf/metaverse-theme-active-etf">www.nikkoam.com.hk/etf/metaverse-theme-active-etf</a>
首次發行日	2020年6月15日
上市日期（香港聯交所）	2020年6月16日
首次發售期的發行價	10美元
上市交易所	香港交易所 – 主板
股份代號	9091 – 美元櫃台 3091 – 港元櫃台
股份簡稱	A日興元宇宙-U – 美元櫃台 A日興元宇宙 – 港元櫃台
ISIN 號碼	HK0000601028 – 美元櫃台 HK0000601036 – 港元櫃台
每手交易數量	10個單位
交易貨幣	美元(USD) 港元(HKD)
增設／贖回政策	現金（只會以美元）及實物
申請單位數目（僅藉助或透過參與證券商）	現金申請：5,000個單位（或1,000倍數的較高數目單位） 實物申請：50,000個單位（或其倍數） 除非另行獲管理人酌情豁免。

交易截止時間	現金申請：下午十二時三十分（香港時間） 實物申請：下午五時三十分（香港時間）
派息政策	視乎管理人酌情決定，管理人可向單位持有人撥付分派。概不保證可撥付分派或撥付分派的頻率。分派將只會以基礎貨幣（美元）撥付 <sup>12</sup> 。管理人可酌情決定從資本中或實際上從資本中或從收入中撥付分派。
管理費	現時為每年單位資產淨值的0.75%
上市代理	浩德融資有限公司
莊家 <sup>13</sup>	Flow Traders Hong Kong Limited Phillip Securities Pte Ltd.
參與證券商 <sup>2</sup>	海通國際證券有限公司 輝立証券（香港）有限公司 未來資產證券（香港）有限公司 韓國投資證券亞洲有限公司
服務代理	香港證券兌換代理服務有限公司

## 投資目標是甚麼？

子基金的投資目標是主要透過投資於從事與元宇宙（定義見下文）發展有關的活動或提供有助於元宇宙發展的產品、服務、技術或技術能力（統稱「**元宇宙業務**」）的公司，以達致長期資本增長。概不保證子基金將實現其投資目標。

## 投資策略是甚麼？

子基金將主要投資於（將其資產淨值（「**資產淨值**」）的最少**70%**）從事元宇宙業務的公司的股票。

子基金將主要投資的股票（可包括已上市的美國預託證券（「**ADR**」）及全球存託憑證（「**GDR**」））或會在全球任何交易所上市。子基金可將其資產淨值的最多**85%**投資於新興市場。若子基金尚未可直接投資有關股票，則可透過轉移管理方式投資於交易所買賣基金（「**ETF**」），從而取得該等股票的投資參與。子基金於**ETF**的投資根據守則第**7.1**、**7.1A**及**7.2**章的規定被視為及當作上市證券處理，並受到該等規定的規限。

「**元宇宙**」可被描述為一個永久及完全沉浸式的三維虛擬世界，讓大量用戶可以如現實世界那樣實現無縫交互。元宇宙讓用戶能夠重新定義內容創作和所有權，促進個人創作者經濟<sup>14</sup>，加強數字內容的策展和聚合，有可能改變各個行業的現有業務模式及經濟效益。元宇宙將需要得到實體基礎設施和虛擬層面的支持。

在評估一間公司是否從事元宇宙業務時，管理人將考慮多項標準，包括公司收入及利潤、收入及／或利潤增長、研發投入以及商業計劃或產品線。

<sup>12</sup> 倘單位持有人並無美元帳戶，單位持有人或須承擔與換算美元股息為任何其他貨幣相關的費用及收費。務請單位持有人諮詢其經紀有關分派的安排。

<sup>13</sup> 有關莊家及參與證券商的最新名單，請參閱子基金的網站。

<sup>14</sup> **Web 3.0** 是幫助元宇宙發展的工具之一，將有效地允許個人創作內容（例如音樂影片、播客、應用程式或數字繪畫），永久性擁有內容的所有權及將內容變現（例如數字內容每次被使用均可獲得報酬）。這將激勵內容創作並推動由此催生的經濟的發展。

以下為子基金將主要投資從事於元宇宙業務的公司類別的非詳盡清單：

- (i) **硬件**：從事實體技術和設備（例如增強／虛擬實境設備（如虛擬實境體驗機）、手機和企業硬件）開發，讓個人和企業在虛擬環境中實現無縫交互的公司。
- (ii) **計算**：從事提供計算能力以支持元宇宙運作的公司。這包括半導體公司及提供渲染、數據匹配甚至人工智能等服務的公司。
- (iii) **連接性**：從事提供高帶寬或網絡，以促進元宇宙上的數據傳輸的公司。這包括雲服務供應商及提供光纖網絡的電訊公司。
- (iv) **平台**：從事在元宇宙創造和運營沉浸式三維世界的公司。例子包括網絡遊戲平台及社交媒體平台。
- (v) **工具**：從事提供Web 3.0等協議和促進3D渲染的公司。例子包括創作數字孿生（即實體對象、過程或系統的虛擬複製品，利用數據運行模擬及優化表現）及加密。
- (vi) **支付**：促進在元宇宙中的交易的公司。在元宇宙，可能需要就內容（直播、流媒體等）、獲提供的服務、透過各種元宇宙平台互動或購買物品進行支付。因此，需要在元宇宙開發及維護支付協議，以促進這些交易。此類支付可以透過法幣通道、非同質化代幣（「NFT」）、加密貨幣及／或其他區塊鏈解決方案實現數字化。
- (vii) **內容**：促進創作、儲存、分銷及保護數字資產的公司。數字資產的例子包括遊戲、在線虛擬形象、繪畫的NFT及實物商品的數字複製品。這包括電子遊戲開發商等公司及就相關資產提供NFT的公司。

上述前三類公司，即(i)硬件、(ii)計算，及(iii)連接性，與元宇宙的實體基礎設施有關，而其餘四類公司，即(iv)平台、(v)工具、(vi)支付，及(vii)內容，與元宇宙虛擬層面有關，涵蓋服務於不同功能的軟件解決方案。

子基金只可使用金融衍生工具作對沖用途。

現時，管理人無意就子基金(i)投資於任何金融衍生工具作非對沖（即投資）用途；(ii)投資於結構性存款、資產抵押證券、資產抵押商業票據及按揭抵押證券；(iii)訂立借出證券交易、出售及回購或逆回購交易或其他類似場外交易；或(iv)訂立借入證券交易。在子基金進行任何此類投資之前，管理人將尋求證監會的事先批准（如有所規定），並向單位持有人發出至少一個月的事先通知。

子基金的投資策略受本基金說明書第一部分載列的投資限制的規限。

除守則所載的相關投資限制外，子基金亦受限於以下額外限制。子基金現時：

- (i) 無意將其總資產淨值超過 5%投資於集體投資計劃（不包括在任何交易所上市及買賣的任何集體投資計劃）；
- (ii) 倘收購後會導致由管理人所管理的所有集體投資計劃持有的有關公司的股份總數，超過有關公司的所有已發行及發行在外股份總數 50%，則無意收購任何單一公司之股份；或
- (iii) 無意進行沽空。

## 副管理人

Nikko Asset Management Asia Limited 已獲管理人委任為子基金的副管理人。管理人已將子基金相關的管理職能委託予副管理人。

副管理人為 Nikko Asset Management International Limited 的全資附屬公司，而 Nikko Asset

Management International Limited 為三井住友信託控股有限公司的間接全資附屬公司。副管理人主要從事基金管理業務，乃於 1982 年 6 月 16 日根據新加坡法例在新加坡註冊成立的股份制公眾有限公司。該公司獲新加坡金融管理局發出資本市場服務牌照，可從事基金管理及買賣資本市場產品（證券、集體投資計劃、交易所買賣衍生工具合約及場外衍生工具合約）的受規管活動。

## 特有風險因素

除了本基金說明書第一部分列示的風險因素外，管理人及副管理人認為下文載列的風險因素亦屬於與子基金相關且目前適用於子基金的特定風險。

### 主動投資管理風險

管理人對子基金採用主動式管理的投資策略。子基金並不尋求追蹤任何指數或基準，而管理人並無進行複製或代表性抽樣。相反，子基金的投資將建基於管理人對市場狀況及國際投資趨勢及環境的看法。由於管理人對子基金的投資選擇及／或程序實施可能導致子基金表現低於現行貨幣市場利率或其他具有類似目標的貨幣市場基金，子基金可能無法達成其目標。

雖然管理人有意實施旨在實現投資目標的策略，但無法保證這些策略會取得成功。管理人可能無法成功挑選表現最佳的工具或投資技巧。因此，投資者可能無法收回投資於子基金的原來金額或可能損失最初投入的大部分或全部投資。

### 股票市場風險

子基金投資於股本證券須承受一般市場風險，而其價值可能因各種因素而波動，例如投資情緒轉變、政治及經濟狀況及發行人特定因素。

子基金或會投資於中小型市值公司。一般而言，相對於市值較大的公司，中小型市值公司的股票流動性相對較低，且股價亦更易受經濟不利形勢的影響而更為波動。

### 預託證券風險

相比於直接投資相關股票，投資 ADR 及 GDR 等預託證券可能帶來額外風險，尤其是，依據適用法律持有相關股票作為抵押品及自身資產的託管銀行存在不分離風險。雖然分離是規管發行 ADR 及 GDR 的存託協議不可或缺的部分，但若存託銀行破產，仍存在相關股份不屬於預託證券持有人的風險。在該情況下，很可能出現交易暫停，進而使受該破產事件影響的預託證券的價格遭凍結。發行預託證券的存託銀行的破產事件可能對子基金的表現及／或流動性造成不利影響。此外，預託證券持有人一般並不享有與直接持有相關股份的持有人相同的權利。預託證券的表現亦可能受到相關費用的影響，例如銀行就保管預託證券的相關資產所收取之費用。由於預託證券的流動性一般低於相應的相關股票的流動性，子基金亦可能面臨流動性風險。這些因素或會對子基金的表現及／或流動性構成不利影響。

### 行業集中風險

子基金集中投資於從事元宇宙業務的公司，與其他經濟行業相比，其價格表現波幅可能相對較大。子基金的價值可能比具有更多元化投資組合的基金更為波動，而且可能更容易受到影響相關行業的不利經濟、政治、政策、外匯、流動性、稅收、法律或監管事件的影響。

### 元宇宙風險

元宇宙是一個嶄新的主題。元宇宙的某些範疇可能是基於一些未經測試的技術。除非相關技術得到廣泛的應用，否則元宇宙對於從事元宇宙業務的公司可帶來的風險可能不會顯現。元宇宙可能會令用戶面對涉及欺詐行為或騙局的風險，一些用戶或用戶群組可能透過不誠實或非法使用元宇宙業務公司所提供的技術或服務從事詐騙活動或交易。未來監管制度的發展亦可能會影響元宇宙的生存能力，及從事元宇宙業務的公司的業務前景。從事元宇宙業務的公司的價值可能並不直接反映其與元宇宙的聯繫，並且可能基於其他業務運營情況。元宇宙可能不會發展到可讓從事元宇宙業務的眾多或所有公司獲得可觀經濟利益的規模。

## 從事元宇宙業務公司的相關風險

不少從事元宇宙業務的公司的營運歷史相對較短。該等公司的證券價格（特別是在短期內）向來較其他證券更為波動。此外，從事元宇宙業務的公司一般面對國內外激烈的競爭，這可能會對利潤率產生不利影響。此外，其市場、財政資源或人員可能有限。從事元宇宙業務的公司可能面對的其他風險如下：

**技術改變的風險。**由於技術發展迅速、新產品或服務推陳出新、增長率的不可預期和為招攬合資格人員提供服務而出現的競爭，從事元宇宙業務公司的盈利能力特別容易受到產品或服務過時的影響。未能及時因應市場需求或發展推出新產品或服務，又或其產品或服務未能獲得市場普遍接受，均可能會對該等公司的經營業績及盈利能力產生重大不利影響。該等公司的經營業績亦可能因激進定價和技術發展速度加快而受到重大影響。

**監管風險。**元宇宙業務將會受到日益嚴格的監管審查，包括與私隱、數據保護、內容監管、知識產權和競爭等相關的法律及法規。該等法律及法規或會變動，且詮釋存在不確定性，並可能導致申索、商業慣例的轉變、罰款、營運成本增加、或用戶增長、用戶參與程度下降，或以其他方式對元宇宙業務造成損害。該等法律法規亦可能延遲或阻礙新產品及服務的開發。遵循相關法律及法規可能成本高昂，並且可能需要管理層及技術人員投入大量時間及精力。任何此等因素均可能會對子基金所投資的公司的業務營運及／或盈利能力造成重大不利影響，繼而可能對子基金的資產淨值造成不利影響。

**知識產權風險。**從事元宇宙業務經營的公司嚴重依賴知識產權及牌照的保護。無法保證該等公司所採取的措施足以保護其知識產權或防止技術被盜用，亦無法保證其競爭對手不會獨立開發相類似或更先進的技術。獲取（或未能獲取）專利批准的成本、專利侵權訴訟的成本、失去產品專利權、版權或商標保護（這可能會大大增加定價壓力，並可能顯著降低此類產品的盈利能力）或者喪失或撤銷牌照，均可能導致法律、財務、營運及聲譽上的負面後果，並可能對其盈利能力產生不利影響。

**政府干預的風險。**從事元宇宙業務的公司容易受政府大量干預的影響，包括倘該等公司被認為對相關國家利益敏感，則會對該等公司的投資或產品進出口施加限制。倘若對該等公司的投資及／或對其產品的使用受到限制，無論是全部還是部分，無論是在一個國家還是在多個國家，該等公司的財務狀況及經營業績均會受到不利影響。

**龐大資本投資風險。**由於從事元宇宙業務的公司通常進行競爭的市場面對快速演變的行業標準，以及需頻繁地推出新的服務及產品和增強功能，該等公司通常要在產品或服務研發方面進行大量資本投資，並且可能需要龐大開支來改進或修改服務、產品或基礎設施，以適應快速的技術變革，這些均可能會對資金成本及財務狀況構成競爭壓力，從而對利潤率造成不利影響，甚至可能於可見將來導致重大的營運虧損。此外，亦無法保證此等公司開發的產品或服務將會取得成功或被市場廣泛接受，甚至根本無法取得成功或不被市場接受。

**網絡攻擊風險。**從事元宇宙業務的公司容易發生網絡安全問題或違規行為，其中包括網絡攻擊，例如透過駭客攻擊或惡意軟件編碼未經授權進入數字系統，以盜用資產或敏感資訊，破壞數據或導致營運中斷，或透過外部攻擊（如阻斷服務攻擊）令目標使用者無法使用網絡服務。儘管公司在一般情況下可能受到網絡安全漏洞影響，但從事元宇宙業務的若干公司可能成為駭客攻擊、竊取專有或消費者資訊，或令服務中斷的特定目標。這些風險若成為現實，則可能會導致業務或用戶數據或資訊的重大損失，並對其表現產生重大不利影響。

## 金融行業風險

子基金可投資於從事數字支付的公司，該等公司可能屬於金融行業。金融行業內的公司受到廣泛的政府監管，這可能會對其活動範圍、可以收取的價格及必須維持的資本額產生影響。政府監管可能變化頻繁。金融服務行業所承受的風險對金融業投資價值的影響或會甚於對該行業以外投資（包括在具有大量財務槓桿的情況下）的影響。金融服務行業亦可能受到利率波動、貨幣供應或資產估值以及其他相關市場條件的影響。這可能影響子基金的表現。

## 資訊科技行業風險

從事元宇宙業務的公司往往涉及新技術開發，因此會被影響資訊科技行業的風險所影響。資訊科技行

業的公司在國內外均面對激烈競爭，這可能對其利潤率造成不利影響。該等公司的產品或服務可能因行業的科技發展及層出不窮的新產品或服務革新、難以預測的增速變動以及專業及資訊科技人員爭奪而不具競爭力或遭到淘汰。若干科技公司或依賴有限的產品系列、市場、財務資源及／或若干主要人員。其他風險因素或包括大量資本投資需求、政府監管趨緊及徵稅等。資訊科技行業公司股票的價格變動或較其他行業更加波動。

### 機器人及人工智能行業風險

子基金或會投資於機器人及人工智能行業公司的股本證券，並因此對此類公司所面臨的風險尤其敏感。該等風險包括但不限於該等證券的市場規模較少或有限、業務週期變動、全球經濟增長、科技發展、很快過時及政府監管。機器人及人工智能公司的證券（尤其是市值相對較低且營運歷史有限的公司）的波動往往較並非嚴重依賴科技的公司的證券更大。影響公司產品的科技的快速轉變，或會對該公司的經營業績造成重大不利影響。機器人及人工智能公司或會同時依賴專利、版權、商標及商業秘密法律，以設立並保障其產品及技術的專有權。無法保證該等公司就保障其專有權所採取的步驟將足以避免其技術被盜用，或競爭對手將不會獨立開發出與該公司的技術大致相同或較之更佳的技术。全球各地日漸提高對數據收集、儲存及使用的監管審查，亦可能會妨礙新機器人及人工智能產品的開發、阻礙該等產品的商業發佈及影響市場需求。

此外，從事機器人及人工智能行業的公司往往研發開支繁多及龐大，而且概不保證該等公司所生產的產品將能在商業上獲得成功。

此外，由於機器人及人工智能行業或會被視為易受國家利益影響，故此行業或會受政府干預、制裁及貿易保護主義影響。機器人及人工智能行業的公司或高度依賴於政府補助及獎勵（包括但不限於稅收優惠待遇）以及與政府實體訂立的合約，而一旦該等補助被削減、稅收優惠待遇到期或終止或因政府政策有變導致無法取得政府合約，則可能受到不利影響。

從事機器人及人工智能行業的公司能否成功，往往須視乎該等公司與其技術合作夥伴維持關係的能力。倘公司與其技術合作夥伴的關係轉差或被終止，該公司未必能及時或按有利商業條款締結新的技術聯盟，從而導致其產生重大額外成本或業務中斷。

### 工業行業風險

從事元宇宙業務的公司可能涉及允許用戶在元宇宙互動的硬件或設備的製造，因此亦可能面臨影響工業行業的風險。工業行業的公司的盈利能力或會受特定產品或服務以及整體工業行業供需情況影響。政府監管、勞工關係、全球事件、經濟狀況、稅項、匯率、產品責任申索及環境破壞責任或會影響工業行業公司的表現，從而影響子基金的表現。

### 半導體行業風險

子基金可能投資於涉及半導體開發及供應的公司。因此，子基金須承受從事半導體行業的公司或會特別受下文所述的若干因素影響的風險，該等因素在若干情況下或會導致市場上半導體行業內所有公司的證券價值下跌。半導體公司所面對的特定因素或會影響其證券價值，該等因素包括但不限於國內及國際競爭壓力（包括來自具有較低生產成本並享受補貼的外國競爭者的競爭）、半導體行業迅速發展的特質令產品快速過時、半導體公司客戶的財務表現（此因素或會進而影響半導體行業的發展及市場前景）、資本設備開支（可能涉及龐大金額，而且原材料或設備快速過時並可能出現短缺，會導致原材料或設備的價格上升、產品交付時間延長或甚至停止生產）。此外，從事半導體行業的公司往往研發開支繁多及龐大，而且概不保證該等公司所生產的產品將能在商業上獲得成功。

此外，由於半導體行業或會被視為易受國家利益影響，故此行業或會受政府干預、制裁及貿易保護主義影響。半導體行業公司或高度依賴於政府補助及獎勵（包括但不限於稅收優惠待遇）以及與政府實體訂立的合約，而一旦該等補助被削減、稅收優惠待遇到期或終止或因政府政策有變導致無法取得政府合約，則可能受到不利影響。

從事半導體行業的公司能否成功，往往須視乎該等公司與其技術合作夥伴維持關係的能力。倘公司與其技術合作夥伴的關係轉差或被終止，該公司未必能及時或按有利商業條款締結新的技術聯盟，從而導致其產生重大額外成本或業務中斷。



半導體行業亦存在周期性市場模式及定期產能過剩的特性。此行業的營商環境或會迅速改變，某期間可能產量不足但需求旺盛，另一期間則可能需求疲弱。倘此行業未來出現任何低迷，將有損半導體公司的業務及經營業績。

半導體行業公司的股價一直極為波動，而此趨勢將可能持續。

### 電子遊戲及電競行業風險

電子遊戲及電競公司面對國內外的激烈競爭，而該等公司的產品系列、市場、財務資源或人才可能有限，且產品可能很快便過時，亦非常依賴對專利及知識產權的保護。電子遊戲及電競公司可能須依靠某一項或少數的產品或產品特許權，來賺取相當大部分的收入及利潤。該等公司亦可能受到消費者口味改變（包括對遊戲控制平台的偏好）及消費者自主消費變化的影響。該等因素或會對該等公司的盈利能力及價值構成不利影響。電子遊戲及電競公司亦日漸受到更嚴格的監管限制，尤其受到有關網絡安全及私隱的監管，亦可能受到嚴密地打擊侵犯知識產權和盜版的行動所影響。該等公司或會受限於特定政府規例，而可能對該等公司的業務構成不利影響，並可能促使該等公司動用龐大開支來更改業務常規以符合任何有關規例。此外，電子遊戲及電競公司之銷售及未來增長，極度依賴其品牌名稱及獨特標誌，以及在玩家社群及千禧一代中的聲譽。所有該等因素均可能影響與電子遊戲及電競行業直接有關或涉足該行業的公司，以及與該行業間接相關的公司（包括向該行業內的公司提供配套服務的公司），因而可能影響子基金於該等公司的投資價值。

### 通訊服務行業風險

子基金可能投資於通訊服務行業的公司，因此會受到該行業可能面臨的風險的影響。由於技術進步和競爭對手的創新，通訊服務公司特別容易受到產品和服務過時的影響。通訊服務行業的公司亦可能受到其他競爭壓力（例如，價格戰以及研發成本、大量資本要求及政府監管）的影響。此外，國內外需求波動、人口結構的變化，以及消費者品味的快速轉變，均會對通訊服務公司的盈利能力造成重大影響。儘管所有公司均可能會受到網絡安全漏洞影響，但通訊服務領域的一些公司有可能成為駭客攻擊、竊取專利或消費者資訊，或令服務中斷的特定目標，這可能對其業務產生重大不利影響。

### 娛樂行業風險

從事元宇宙業務的公司可能包括提供及／或製作在線流媒體娛樂內容的公司，以及主要用於家庭的互動遊戲產品及教育軟件的生產商，這些公司均涉及娛樂行業。娛樂行業的公司可能會受到多種因素的顯著影響，包括行業競爭激烈，特別是在使用新技術制定產品及服務方面，收入及盈利的周期性，目標個人可支配收入的潛在減少，消費者的品味及興趣變化以及政府監管的潛在增加。娛樂行業公司提供的產品或服務可能很快就會過時。此外，廣告支出可能是娛樂公司的一項重要收入來源。然而，在經濟低迷時期，廣告支出通常會減少，因此，娛樂公司的收入往往會減少。此外，整體經濟疲弱可能導致消費者在娛樂公司提供的訂閱服務上的支出減少。這些可能會影響子基金所投資的娛樂公司的業務及／或盈利能力，進而可能對子基金的投資價值產生不利影響。

### 非必需消費品行業風險

子基金可能投資的從事元宇宙業務的公司可能屬於非必需消費品行業。非必需消費品行業內公司的表現與消費者市場的增長率、個人收入水平及其對國內消費者支出水平的影響相關，這些因素取決於全球經濟狀況。影響消費者支出水平的因素很多，包括但不限於利率、貨幣匯率、經濟增長率、通貨膨脹、通貨緊縮、政治不確定性、稅項、股市表現、失業率及一般消費者信心。未來經濟的任何變化或相關市場的消費者支出改變均可能對非必需消費品行業內公司的業務產生重大影響。這可能影響子基金的表現。

### 科技主題風險

子基金的投資主要集中於下列最少一個科技相關主題：增強／虛擬實境、金融科技（如區塊鏈、NFT及數字支付）及數字基礎設施（如雲計算）。許多與科技主題高度相關的公司擁有相對較短的營運歷史。迅速變化可能會致使該等公司提供的產品及服務過時，以及導致該等公司的證券價格急劇或全面下跌。此外，屬上述其中一個科技主題的公司可能面臨顯著且往往無法預測的增長率變化，以及為招攬合資格人員提供服務而出現的競爭局面。科技行業可能會遭受重大政府干預，包括倘互聯網及科技公司被

認為對相關國家利益敏感，則會對該等公司投資施加限制。若干政府已經尋求並可能在未來尋求審查互聯網提供的內容，完全限制從其國家訪問該等公司所提供的產品及服務，或在很長一段時間內或無限期地施加可能影響取得該等產品及服務機會的其他限制。倘若在一個或多個國家訪問全部或部分互聯網產品及服務受到限制，則該等公司保留或增加用戶基礎及用戶參與度的能力或會遭受不利影響，且其經營業績可能會受到損害。

科技業務受私隱、數據保護、內容監管、知識產權、競爭、未成年人保護、消費者保護及稅收等複雜法律及法規的規限。該等法律及法規或會變動，且詮釋存在不確定性，並可能引起申索、商業慣例變更、罰款、營運成本增加、或用戶增長、用戶參與程度或廣告參與度下降，或以其他方式對科技業務造成損害。該等法律法規亦可能會延遲或阻礙新產品及服務的開發。遵守該等現有及新訂法律法規可能成本高昂，並且可能需要管理層及技術人員付出大量時間和精力。該等公司亦面臨知識產權或牌照保護喪失或受損的風險，以及網絡安全風險，會導致不利的法律、財務、營運及聲譽影響。

所有該等因素均可能影響子基金可能投資的科技公司的業務及／或盈利能力，繼而可能影響子基金的資產淨值。

### 過往表現風險

由於投資目標及策略於2022年9月6日發生變動，子基金於該日期前取得過往表現的情況不再適用。投資者在考慮子基金於2022年9月6日之前的過往表現時應謹慎行事。

### 依賴副管理人的風險

雖然管理人具備管理證監會認可基金的經驗，但管理人管理交易所買賣基金的經驗有限。管理人已將子基金的投資酌情權委託給副管理人，並將依賴副管理人的專業知識和系統來進行子基金的投資。與副管理人的溝通或來自副管理人的協助出現任何中斷，或失去副管理人或其任何主要人員的服務，均可能對子基金的運作產生不利影響。

### 投資於其他ETF的風險

子基金可能投資的ETF未必受證監會規管。投資於其他ETF或會令子基金承受以下風險：

與投資於其他ETF有關的額外費用：其他ETF的股份或單位的價值將計及其費用及開支，包括其管理公司或投資經理收取的費用（在某些情況下包括表現費）。子基金在一級市場認購或贖回該等ETF時，某些ETF亦可能會對子基金收取費用或徵費。買賣該等ETF的單位或股份亦可能涉及若干費用或徵費。雖然管理人在決定是否投資於其他ETF時將考慮到任何上述費用的收費水平，但投資者應注意，除子基金收取的費用外，投資於其他ETF可能涉及另一層面的費用。

投資目標風險：雖然管理人將運用盡職審查程序挑選和監察上述其他ETF，但子基金對該等ETF的投資並無控制權，亦不能保證ETF的投資策略一定會成功或其投資目標一定會達到。

利益衝突風險：子基金可不時投資於其他由管理人或管理人的關連人士所管理的基金。在該等情況下，在符合子基金的投資限制下，子基金必須獲寬免ETF的所有首次費用及贖回費用，而管理人或代子基金行事的任何人士不可就ETF或其管理公司徵收的任何費用或收費收取回佣，或就任何有關ETF的投資獲取任何可量化的金錢利益。然而，儘管有上述措施，該等投資仍可能產生利益衝突，而在這種情況下，管理人將盡最大努力避免和公正地解決該等衝突。

流動性風險：亦不保證ETF將經常具備足夠流動性，以滿足子基金在一級市場所提出的贖回要求。

### 歐元區風險

鑒於對歐元區若干國家的主權債務風險的持續憂慮，子基金在區內的投資可能須承受較高的波動、流動性、貨幣及違約風險。任何不利的事件，例如主權國的信貸評級下調或歐盟成員國脫離歐元區，都可能對子基金的價值產生負面影響。

### 從資本中或實際上從資本中撥付分派的風險

管理人可酌情決定從資本中撥付分派。管理人亦可酌情決定以收入總額撥付分派，而子基金的全部或部分費用及開支由子基金的資本支付／撥付，以致子基金用作派付分派的可供分派收入增加，因此，子基金可能實際上從資本中撥付分派。從資本中或實際上從資本中撥付分派，意即退還或提取投資者原先投資或當中應佔任何資本收益的部分款項。任何分派如涉及從子基金的資本中或實際上從子基金的資本中撥付分派，可能會導致每單位資產淨值即時減少。管理人可修改其派息政策，惟須獲得證監會的事先批准及向單位持有人發出不少於一個月的事先通知。

## 發售階段

### 上市後

上市類別單位於2020年6月16日開始在香港聯交所買賣。

現時的上市後交易截止時間為相關交易日下午十二時三十分（香港時間）（就現金增設及贖回申請而言）或下午五時三十分（香港時間）（就實物增設及贖回申請而言），或倘任何一日於香港聯交所交易時段被縮短，則為管理人可能釐定的其他時間（須經受託人批准）。

增設單位的申請可以現金增設申請（以美元）或實物增設申請的方式作出。根據運作指引，認購單位的結算將於相關交易日的運作指引所規定的時間到期。

投資者務請注意本基金說明書第一部分附件一的「發售階段」一節。

### 雙櫃台

管理人已安排根據雙櫃台安排在香港聯交所二級市場交易子基金的基金單位。單位以美元計值。子基金在香港聯交所向投資者提供兩個交易櫃台（即港元櫃台及美元櫃台）以作二級交易用途。在港元櫃台交易的單位將以港元結算，而在美元櫃台交易的單位將以美元結算。除了以不同貨幣結算外，櫃台中單位的交易價亦可能會有所不同，原因是不同的櫃台屬於獨特及獨立的市場。

在每個櫃台交易的單位均屬相同類別，且所有櫃台的所有單位持有人均受到同等待遇。櫃台將具有不同的股份代號（按上文「重要資料」一節所載）、不同的股份簡稱及不同的ISIN號碼。

通常情況下，投資者可在同一櫃台買賣所交易的單位，或者在一個櫃台買入並在另一個櫃台賣出，惟其經紀同時向其提供港元及美元交易服務，並提供跨櫃台轉帳服務以支持雙櫃台交易。即使交易在同一個交易日內發生，櫃台間買賣亦獲允許。然而，投資者應注意，每個櫃台交易的單位的交易價可能會有所不同，或許並非總是保持密切的關係，而這取決於每個櫃台的市場供求和流動性等因素。

投資者如對費用、時間安排、程序及雙櫃台的運作（包括櫃台間轉帳）有任何疑問，應諮詢其經紀。投資者還應注意上文「與雙櫃台相關的風險」所載的風險因素。

### 交易所上市及買賣（二級市場）

單位並未在任何其他證券交易所上市或買賣，而截至本基金說明書日期為止，亦未作出前述上市或核准買賣的申請。日後或會申請單位於一個或多個其他證券交易所上市。投資者謹請注意本基金說明書第一部分附件一「交易所上市及買賣（二級市場）」一節，了解其他資料。

單位於2020年6月16日開始在香港聯交所以港元及美元買賣。

### 贖回

單位可直接（透過參與證券商）贖回。贖回所得款項可以現金（以美元）或實物支付。任何已接受的贖回申請將根據運作指引及信託契據以現金支付或以轉讓證券的方式辦理（視情況而定）。

## 派息政策

管理人可按其酌情權向單位持有人宣派及派付淨股息。概不保證將會作出派付或派付的頻率。管理人將於分派僅以美元分派的任何相關金額之前發出公告。管理人可酌情決定從資本中或以收入撥付分

派。管理人亦可酌情決定以收入總額撥付股息，而子基金的全部或部分費用及開支將由子基金的資本支付／撥付，以致子基金用作派付股息的可供分派收入增加，因此，子基金可能實際上從資本中撥付股息。

各單位持有人將只會以美元收取分派。單位持有人或須承擔與換算美元股息為港元或任何其他貨幣相關的費用及收費。務請單位持有人諮詢其經紀有關分派的安排。

單位的分派支付率視乎管理人或受託人無法控制的因素（包括有關相關實體的整體經濟情況、財務狀況及股息或派息政策）而定。概不保證該等實體將會宣派或撥付股息或分派。

從資本中或實際上從資本中撥付分派，意即退還或提取投資者原先投資或當中應佔任何資本收益的部分款項。任何分派如涉及從子基金資本中或實際上從子基金資本中撥付分派，可能會導致每單位資產淨值即時減少。

管理人將應要求提供過去12個月的單位應付分派成份資料（即從(i)可供分派淨收入及(ii)資本撥付已付分派及股息比例的相對款額）（如有），而網站[www.nikkoam.com.hk/etf/metaverse-theme-active-etf](http://www.nikkoam.com.hk/etf/metaverse-theme-active-etf)亦會刊登相關資料。受限於證監會的事先批准，管理人可能會向單位持有人發出不少於一個月的事先通知以修改從子基金資本中或實際上從子基金資本中撥付分派的子基金派息政策。

## 費用及開支

管理人有權自子基金的資產中每年收取最多佔單位資產淨值0.95%的管理費。任何超出此最高收費率的調升將須經證監會事先批准。現時管理費為每年單位資產淨值的0.75%，按日累計，並於每個交易日計算及於每月支付所欠費用。應付予副管理人的費用已包括在管理費內。

有關應就單位支付的其他費用及開支，請參閱基金說明書第一部分「費用及開支」一節。

### 受託人費用

受託人有權自子基金中每年收取最多佔子基金資產淨值1%的受託人費用（「受託人費用」）。現時受託人費用乃按子基金資產淨值的每年百分比計算，比率最高為每年資產淨值的0.095%（惟每年最少為38,000美元）（包括應付予全球託管人、基金會計師及登記處的費用），乃按日累計，並於各交易日計算及於每月支付所欠費用。

全球託管人、基金會計師及登記處有權自子基金中收取費用，並可不時與管理人協定收取各項交易費、手續費、估值費用及其他適用費用，並會就履行其職責合理產生的所有實付開支（包括分託管費用及開支）獲得子基金彌償。

受託人費用可在向單位持有人發出一個月通知後，根據與管理人的協議增至最高水平。

受託人亦有權從子基金資產中獲彌償一切已產生的實付開支。

附錄日期為**2023年4月28日**

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