
EXPLANATORY MEMORANDUM

AMUNDI HK MPF SERIES

Amundi Hong Kong Limited

June 2022

IMPORTANT INFORMATION FOR INVESTORS

IMPORTANT:

- **Amundi HK MPF Series is an umbrella unit trust which currently has within it one sub-fund, namely Amundi HK - Green Planet Fund (the “Initial Investment Fund”), that primarily invests in global equities.**
- **Investing in the Initial Investment Fund may involve exposure to equity risk, concentration risk and risk associated with small and medium companies. The use of derivative instruments may lead to exposure to credit risk of the issuer, management and investment strategy risk and risks attached to transactions in derivatives.**
- **The value of the Initial Investment Fund can be extremely volatile and could go down substantially within a short period of time. It is possible that your investment value could suffer substantial loss.**
- **The investment decision is yours. You should not invest in any of the sub-funds of this Trust unless the intermediary who recommends it to you has advised you that the sub-fund is suitable for you and has explained to you why, including how investment in the sub-fund will be consistent with your investment objectives.**

AMUNDI HK MPF SERIES (the “Trust”)

First Addendum to the Explanatory Memorandum dated June 2022

1. Change in the address of Amundi Hong Kong Limited (the “Manager”) with effect from 20 February 2023 (the “Effective Date”):

The address of the Data Protection Officer in paragraph (j) of “III. Right to access and correct personal data” under the heading “Personal Information Collection Statement pertaining to Provision of Services” in the section headed “PRELIMINARY” in the Explanatory Memorandum will be replaced by the following with effect from the Effective Date:

“Data Protection Officer
Amundi Hong Kong Limited
Suites 04-06, 32nd Floor, Two Taikoo Place, Taikoo Place
979 King’s Road, Quarry Bay, Hong Kong”

The address of the Marketing Department of the Manager in paragraph (n) of “IV. Use of personal data by Amundi HK in direct marketing” under the heading “Personal Information Collection Statement pertaining to Provision of Services” in the section headed “PRELIMINARY” in the Explanatory Memorandum will be replaced by the following with effect from the Effective Date:

**“Amundi Hong Kong Limited
Marketing Department
Suites 04-06, 32nd Floor, Two Taikoo Place, Taikoo Place
979 King’s Road, Quarry Bay, Hong Kong”**

The address of the Manager in the section headed “DIRECTORY” in the Explanatory Memorandum will be replaced by the following with effect from the Effective Date:

“AMUNDI HONG KONG LIMITED
Suites 04-06, 32nd Floor, Two Taikoo Place, Taikoo Place
979 King’s Road, Quarry Bay, Hong Kong”

The first bullet point in the first paragraph in the section headed “FURTHER INFORMATION” in the Explanatory Memorandum will be replaced by the following with effect from the Effective Date:

“• write to the Manager (address at Suites 04-06, 32nd Floor, Two Taikoo Place, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong); or”

2. Change in the directors of the Manager with effect from 1 December 2022:

The disclosure under the heading “Directors of the Manager” in the section headed “DIRECTORY” in the Explanatory Memorandum is replaced by the following with immediate effect:

“Vincent Mortier
Zhong Xiao Feng
Gilles De Dumast
Thierry Ancona
Julien Faucher”

6 February 2023

This First Addendum is valid only if accompanied by the Explanatory Memorandum of Amundi HK MPF Series dated June 2022 (the “Explanatory Memorandum”), and forms an integral part of the Explanatory Memorandum.

AMUNDI HK MPF SERIES (the “Trust”)

Second Addendum to the Explanatory Memorandum dated June 2022

Reduction in the Trustee Fee of Amundi HK – Green Planet Fund (the “Sub-Fund”) with effect from 21 June 2023 (the “Effective Date”):

- The first and second paragraphs in the sub-section headed “Trustee Fee” in the section headed “CHARGES AND EXPENSES” in the Explanatory Memorandum are replaced by the following with effect from the Effective Date:

“The Trustee is entitled to receive a monthly fee accrued on each Dealing Day and payable monthly in arrears out of the assets of each Investment Fund as a percentage of the Net Asset Value of each Class of Unit in an Investment Fund as at the Valuation Time on each Valuation Day for such Class at the rates set out in the Appendix for the relevant Investment Fund, subject to a maximum fee of 0.2% per annum and a minimum fee (if any) as set out in the Appendix for the relevant Investment Fund.

The Trustee may, after consulting the Manager, increase the rate of trustee fee payable in respect of each Investment Fund (up to or towards to the maximum rate of 0.2% as specified in the Trust Deed) on giving three months’ notice (or such other period as may be agreed with the Commission and the Authority) to the affected Unitholders.”

- The row beginning with “**Trustee Fee** (% Net Asset Value of the Investment Fund per annum)” in the table under the sub-section headed “Fees payable from assets of the Investment Fund” in the section headed “CHARGES AND EXPENSES” in Appendix 1 of the Explanatory Memorandum is replaced by the following with effect from the Effective Date:

Class	Class Classic		Class Institutional I	
	Current	Maximum	Current	Maximum
Trustee Fee (% Net Asset Value of the Investment Fund per annum)	0.045%	0.2%	0.045%	0.2%

21 June 2023

This Second Addendum is valid only if accompanied by the Explanatory Memorandum of Amundi HK MPF Series dated June 2022 and the First Addendum dated 6 February 2023 (the “Explanatory Memorandum”), and forms an integral part of the Explanatory Memorandum.

PRELIMINARY

Important: If you are in doubt about the contents of this Explanatory Memorandum, you should seek independent professional financial advice

This Explanatory Memorandum comprises information relating to Amundi HK MPF Series (the "**Trust**") and its sub-funds (the "**Investment Funds**"). The Trust is an umbrella unit trust established under Hong Kong law by a trust deed dated 17 March 2006 between HSBC Institutional Trust Services (Asia) Limited as trustee (the "**Trustee**") and Amundi Hong Kong Limited as manager (the "**Manager**").

The Manager accept full responsibility for the accuracy of the information contained in this Explanatory Memorandum at the date of publication. To the best of the knowledge and belief of the Manager, which have taken all reasonable care to ensure that such is the case, the information contained in this Explanatory Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. However, neither the delivery of this Explanatory Memorandum nor the offer or issue of Units shall under any circumstances constitute a representation that the information contained in this Explanatory Memorandum is correct as of any time subsequent to such date. This Explanatory Memorandum may from time to time be updated. Intending applicants for Units should ask the Manager if any supplements to this Explanatory Memorandum or any later Explanatory Memorandum have been issued.

Distribution of this Explanatory Memorandum must be accompanied by a copy of the latest available annual report and accounts of the Trust and any subsequent interim report. Units are offered on the basis only of the information contained in this Explanatory Memorandum and (where applicable) the above mentioned annual reports and accounts and interim reports. Any information given or representations made by any dealer, salesman or other person and (in either case) not contained in this Explanatory Memorandum should be regarded as unauthorised and accordingly must not be relied upon.

The Trust and the Investment Funds have been authorised by the Securities and Futures Commission (the "**Commission**") and approved by the Mandatory Provident Fund Schemes Authority in Hong Kong (the "**Authority**"). Such authorization and approval do not represent a recommendation or an endorsement of the Trust and the Investment Funds nor do they guarantee the commercial merits of the Trust and/or the Investment Funds or their performance. The Commission's authorization does not mean that the Trust and/or the Investment Funds are suitable for all investors nor is it an endorsement of its suitability for any particular investor or class of investors. The Trust does not represent an obligation of, nor is it guaranteed by the Trustee, the Manager or any of their related entities.

No action has been taken to permit an offering of Units or the distribution of this Explanatory Memorandum in any jurisdiction other than Hong Kong where action would be required for such purposes. Accordingly, this Explanatory Memorandum may not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised.

In particular:

- (a) the Units have not been registered under the United States Securities Act of 1933 (as amended) and, except in a transaction which does not violate such Act, may not be directly or indirectly offered or sold in the United States of America, or any of its territories or possessions or areas subject to its jurisdiction, or for the benefit of a US Person (as defined in Regulation S under such Act); and
- (b) the Trust has not been and will not be registered under the United States Investment Company Act of 1940 as amended.

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

The units of this Trust 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 Securities and Exchange Commission (“SEC”).

Investors are required to certify in written, prior to the acquisition of the units, that they are not “U.S. Persons”. Investors are required to notify immediately the Manager in the event that they become “U.S. Persons”.

The Manager may impose restrictions on the unitholdings 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 the Trust suffering any disadvantage which the Trust 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 U.S. Securities Act of 1933, as amended, unless it is organised or incorporated, and owned, by accredited investors (as defined under Rule 501(a) under the U.S. Securities Act of 1933, as amended) who are not natural persons, estates or trusts.

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 Investment Fund will be achieved. Investors should read the Explanatory Memorandum including the section headed “Risk Factors” before making their investment decision.

Please note that this Explanatory Memorandum must be read together with the relevant Appendix and/or Addendum to this Explanatory Memorandum which relate to a specific Investment Fund of the Trust. The Appendix and/or Addendum set out the details relating to the Investment Fund (which may include, without limitation, specific information on the Investment Fund and additional terms, conditions and restrictions applicable to the Investment Fund). The Appendix and/or Addendum supplement the Explanatory Memorandum.

Personal Information Collection Statement pertaining to Provision of Services

Personal Information Collection Statement relating to the Personal Data (Privacy) Ordinance, as amended (the “Ordinance”)

Amundi Hong Kong Limited (“Amundi HK”) is committed to maintaining your personal data in accordance with the requirements of the Ordinance and will take all reasonable steps to ensure that your personal data is kept secure against unauthorized access, loss, disclosure and destruction.

This statement clearly stipulates (I) Amundi HK’s purposes of data collection and maintenance of data, (II) the classes of persons Amundi HK can transfer personal data to, (III) your rights to access and correct your data and (IV) the framework under which Amundi HK may use your personal data for direct marketing, in compliance with the Ordinance and all other applicable regulations and rules governing personal data use in Hong Kong from time to time.

Nothing in this statement shall limit your rights as a data subject under the Ordinance and all other applicable regulations and rules governing personal data use in Hong Kong from time to time.

I. Purposes of data collection and maintenance of data

- (a) From time to time, it is necessary for clients and various other individuals (“Data Subject(s)”) to supply Amundi HK with data in connection with (i) various matters such as account opening or continuation of relationship, (ii) provision of services to Data Subject(s) and/or (iii) compliance with any applicable law, regulation or guideline issued by any regulatory body or authority.
- (b) Failure to supply such data may result in Amundi HK being unable to open an account or continue with the provision of services to clients.
- (c) The purposes for which data related to Data Subject(s) may be used will vary depending on the nature of the Data Subject(s)’ relationship with Amundi HK. Information provided shall be held by Amundi HK or any of its affiliates and/or their delegates or sub-delegates as data processors, as appropriate, and used for any of the following purposes:
 - (i) processing applications for accounts and services;
 - (ii) provision of asset management, dealing and advisory services and daily operation of the accounts and services;
 - (iii) investments in other funds managed by Amundi HK or any of its affiliates;
 - (iv) designing financial services or related products for Amundi HK clients’ use;
 - (v) promotion and marketing of investment products and/or services as further contemplated under Section IV below;
 - (vi) meeting regulatory requirements of anti-money laundering and counter-terrorist financing binding on Amundi HK or any of its affiliates or their delegates or sub-delegates, or complying with any group policies, procedures or program in relation thereto;
 - (vii) complying with the disclosure obligations, requirements, arrangements binding on Amundi HK or any of its affiliates or their delegates or sub-delegates pursuant to:
 - (1) any law and/or regulation or according to any guideline or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers; within or outside Hong Kong existing currently or in the future;
 - (2) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities or self-regulatory or industry bodies or associations of financial services providers, that is assumed by or imposed on Amundi HK or any of its affiliates by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant

- local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations.
- (viii) enabling an actual or proposed assignee of Amundi HK or any of its affiliates, or participant or sub-participant of the rights of Amundi HK or those of any of its affiliates in respect of the Data Subject(s), to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (ix) any other purpose directly related to the above.
- (d) Data collected may be maintained for such period of time which may be required under applicable law and as otherwise needed to fulfill the purposes set out in sub-section (c) above.

II. Classes of persons Amundi HK can transfer personal data to

- (e) Data held will be kept confidential but Amundi HK may provide such information to the following parties, whether inside or outside Hong Kong, for the purposes set out in sub-section (c) (i) to (ix) above:
- (i) holding company, subsidiaries and/or affiliates of Amundi HK;
 - (ii) agents, contractors, intermediaries and / or service providers of Amundi HK or any of its affiliates providing administrative services, telecommunication services, mailing services, data processing services, data storage services, information technology services, clearing and settlement services, registrar services, custodian services, share distribution services, securities and investment services and/or audit services or other services to Amundi HK in connection with the operation of its business;
 - (iii) any person under a duty of confidentiality to Amundi HK including any of its affiliates which has undertaken to keep such information confidential;
 - (iv) any person to whom Amundi HK or any of its affiliates is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to Amundi HK or any of its affiliates, or any disclosure under and for the purpose of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which Amundi HK or any of its affiliates is expected to comply, or any disclosure pursuant to any contractual or other commitment of Amundi HK or any of its affiliates with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
 - (v) any actual or proposed assignee of Amundi HK or any of its affiliates, or participant or sub-participant or transferee of the rights of Amundi HK or those of any of its affiliates in respect of the Data Subject(s);
 - (vi) charitable or non-profit making organizations; and
 - (vii) any person or party to whom Amundi HK or its affiliates is under an obligation to make disclosure under the requirements of any law binding on Amundi HK or any of its affiliates.
- (f) Protecting your privacy is a priority to us. Your information will be held in confidence and not passed to any third party, other than as already indicated above, without your permission or unless required by law.
- (g) Within Amundi HK, access to non-public information about a client is restricted to employees who need to know the information to provide products or services to the client. Amundi HK maintains physical, electronic and procedural safeguards that protect client information.

III. Right to access and correct personal data

- (h) Under the Ordinance, you have the right:

- (i) to check whether Amundi HK holds data about you, and have access to such data;
 - (ii) to require Amundi HK to correct any data relating to you which is inaccurate;
 - (iii) to ascertain Amundi HK's policies and practices in relation to data and to be informed of the kind of personal data held by Amundi HK.
- (i) In accordance with the terms of the Ordinance, Amundi HK has the right to charge a reasonable fee for the processing of any data access request.
- (j) Requests for access to data or correction of data or for information regarding policies and practices and kind of data held shall be sent to the following address:

Data Protection Officer
Amundi Hong Kong Limited
901-908 One Pacific Place
No. 88 Queensway, Hong Kong

Please remember to identify yourself when writing to the Data Protection Officer.

IV. Use of personal data by Amundi HK in direct marketing

- (k) Amundi HK intends to use Data Subject(s) name(s), job title(s), mailing address(es), email address(es), phone number(s), fax number(s), products and services portfolio information, transaction pattern and behavior and/or financial background in marketing communication such as direct-mails, emails, and/or telephone calls in relation to the promotion and the marketing of investment products managed by and/or investment strategies or services developed by Amundi HK, its holding company, subsidiaries and/or affiliates, markets updates and invitations to events, as well as donations and contributions for charitable and/or non-profit making purposes, and Amundi HK requires the Data Subject(s)' written consent for that purpose.
- (l) In addition to marketing itself investment products managed by and/or investment strategies or services developed by Amundi HK, its holding company, subsidiaries and/or affiliates, markets updates and invitations to events, as well as donations and contributions for charitable and/or non-profit making purposes (together hereinafter referred to as the "Services and Products"), Amundi HK also intends to provide the personal data described in sub-section (k) above to the holding company, the subsidiaries and/or the affiliates of Amundi HK for the use by them in marketing those Services and Products, and Amundi HK requires the Data Subject(s)' written consent for that purpose.
- (m) Amundi HK may receive money or other property in return for providing the personal data to the other parties described in sub-section (l) above and, when requesting the Data Subject(s)' written consent, Amundi HK will inform the relevant Data Subject(s) if Amundi HK will receive any money or other property in return for providing the data to such other parties.
- (n) Amundi HK may not use personal data in direct marketing as described in sub-section (k) or provide personal data for use in direct marketing as described in sub-section (l) above, unless it has received the Data Subject(s)' relevant written consent. You may provide your consent for Amundi HK to use your personal data in direct marketing as described in sub-section (k) and/or provide your personal data to other parties for use in direct marketing as described in sub-section (l) by notifying the Marketing Department of Amundi HK, free of charge, to the following address:

Amundi Hong Kong Limited
Marketing Department
901-908 One Pacific Place
No. 88 Queensway, Hong Kong

(o) Please note that, should you decide to give your consent with respect to the use by Amundi HK of your personal data in direct marketing as described in sub-section (k) or the provision by Amundi HK of personal data for use in direct marketing as described in sub-section (l) above, you may subsequently, at any time and free of charge, request Amundi HK to cease using your personal data in direct marketing or providing your personal data for use in direct marketing, by sending such a request in writing to the Marketing Department of Amundi HK, to the address mentioned in sub-section (n) above.

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DIRECTORY

Manager

AMUNDI HONG KONG LIMITED
9th Floor, One Pacific Place, 88 Queensway,
Admiralty, Hong Kong

Trustee , Administrator, Registrar and Custodian

HSBC INSTITUTIONAL TRUST
SERVICES (ASIA) LIMITED
1 Queen's Road Central
Hong Kong

Directors of the Manager

Jean-Yves Glain
Vincent Mortier
Zhong Xiao Feng
Gilles De Dumast
Thierry Ancona

Auditors

PRICEWATERHOUSECOOPERS
21st Floor, Edinburgh Tower, 15
Queen's Road, Central, Hong Kong

Legal Adviser to the Manager

DEACONS
5th Floor
Alexandra House
18 Chater Road
Central
Hong Kong

DEFINITIONS

The defined terms used in this Explanatory Memorandum have the following meanings:

“Administrator”	means HSBC Institutional Trust Services (Asia) Limited in its capacity as administrator of the Trust;
“Appendix”	means the appendix containing specific information in relation to an Investment Fund or a Class or Classes of Units in relation thereto which is enclosed with this Explanatory Memorandum and which forms part of this Explanatory Memorandum;
“Approved Index-Tracking Funds”	means index-tracking collective investment schemes approved by the Authority pursuant to the MPF (General) Regulation for investment by provident fund schemes registered under the MPF Ordinance;
“Approved Pooled Investment Fund”	means a collective investment scheme approved by the Authority pursuant to the MPF (General) Regulation for investment by provident fund schemes registered under the MPF Ordinance;
“Authority”	the Mandatory Provident Fund Schemes Authority of Hong Kong;
“Base Currency”	in relation to an Investment Fund, means the currency of account of the Investment Fund as specified in the relevant Appendix;
“Business Day”	a day on which banks are generally open for business in Hong Kong (excluding Saturdays, Sundays and public holidays, gale warning days and black rainstorm warning days) or such other day or days as the Manager and the Trustee may agree, either generally or in relation to a particular Investment Fund and as specified in the relevant Appendix;
“Class”	in relation to an Investment Fund, a class of Units in that Investment Fund and as specified in the relevant Appendix;
“Class Currency”	in relation to a Class in an Investment Fund, means the Base Currency of such Investment Fund or such other currency of account as specified in the relevant Appendix;
“Code on Unit Trusts and Mutual Funds”	means Section II- Code on Unit Trusts and Mutual Funds of the SFC Handbook for Unit Trusts and Mutual Funds, Investment-Linked Assurance Schemes and Unlisted Structured Investment Products or any handbook, guideline and code issued by the Commission, as may be amended from time to time;
“Commission”	the Securities and Futures Commission of Hong Kong;

“Connected Person”	<p>means in relation to any person (such person for the purpose of this definition, referred to as "the Principal"): </p> <ul style="list-style-type: none"> (a) any person or company beneficially owning, directly or indirectly, 20% or more of the ordinary share capital of the Principal or being able to exercise, directly or indirectly, 20% or more of the total votes in the Principal; 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 the Principal forms part; or (d) any director or officer of the Principal or of any of its Connected Persons as defined in (a), (b) or (c) above;
“Custodian”	HSBC Institutional Trust Services (Asia) Limited in its capacity as custodian of the assets of the Trust;
“Dealing Day”	in relation to an Investment Fund, means each Business Day or such other day or days as are described in the Appendices for the relevant Investment Fund as the Manager may from time to time with the approval of the Trustee, determine for processing applications for subscription and realisation of Units in the Investment Fund;
“Dealing Deadline”	in relation to a Dealing Day, means such time (and either on the same Dealing Day or on an earlier Business Day) as the Manager may from time to time with the approval of the Trustee determine generally or in relation to any particular Class or Classes or any particular jurisdiction in which Units may from time to time be sold and as specified in the Appendix of the relevant Investment Fund and different Dealing Deadlines may apply in relation to the issue, conversion and realisation of Units;
“Explanatory Memorandum”	means this Explanatory Memorandum including any appendices, and as each may be amended, updated or supplemented from time to time;
“Hong Kong”	means Hong Kong Special Administrative Region of the People’s Republic of China;
“HK\$” or “HK dollars” or “HKD”	means Hong Kong Dollars, the lawful currency of Hong Kong;
“Initial Offer Period”	in relation to an Investment Fund or a Class or Classes of Units in respect thereof, means the initial period during which the Units of the relevant Investment Fund are being offered to investors as specified in the relevant Appendix;

“Initial Offer Price”	in relation to an Investment Fund or a Class or Classes of Units in respect thereof, means the price per Unit during the Initial Offer Period as specified in the relevant Appendix;
“Investment Delegate”	means an entity (if any) that has been delegated the investment management function of all or part of the assets of an Investment Fund;
“Investment Fund”	means a separate pool of assets within the Trust with respect to which one or more separate Classes of Units may be issued and which is invested and administered separately from other assets of the Trust and more particularly described in the relevant Appendix;
“Issue Price”	means the price, at which Units will be issued following the Initial Offer Period, as more fully described in the section headed “ Calculation of Issue and Realisation Prices ”;
“Manager”	means Amundi Hong Kong Limited;
“MPF (General) Regulation”	the Mandatory Provident Fund Schemes (General) Regulation;
“MPF Ordinance”	the Mandatory Provident Fund Schemes Ordinance of Hong Kong;
“Net Asset Value”	means the net asset value of the Trust or an Investment Fund or as the context may require, of a Unit of the Class or Classes relating to such Investment Fund, calculated in accordance with the provisions of the Trust Deed as summarised below under the section headed “ Calculation of Net Asset Value ”;
“Realisation Price”	means the price, at which Units will be realised as more fully described in the section headed “ Calculation of Issue and Realisation Prices ”;
“Registrar”	means HSBC Institutional Trust Services (Asia) Limited in its capacity as registrar of the Trust;
“SFO”	means the Securities and Futures Ordinance, Laws of Hong Kong (Chapter 571);
“Trust”	means Amundi HK MPF Series, an umbrella unit trust established in Hong Kong;
“Trust Deed”	means the trust deed establishing the Trust entered into by the Manager and the Trustee dated 17 March 2006, as amended and supplemented from time to time;
“Trustee”	means HSBC Institutional Trust Services (Asia) Limited in its capacity as trustee of the Trust;

“Unit”	where there is only one Class of Units in issue in relation to a particular Investment Fund, one undivided share in the Investment Fund to which it relates. Where more than one Class of Units is in issue in relation to an Investment Fund, the number of undivided shares of that Investment Fund represented by a Unit of a particular Class is adjusted to take account of the different terms of issue of the different Classes of Units. A fraction of a Unit of the same Class shall represent the corresponding fraction of an undivided share in the relevant Investment Fund or part of the relevant Investment Fund;
“Unitholder”	means a registered holder of Units;
“U.S.”	means the United States of America;
“USD” or “US\$” or “U.S. Dollars”	means the lawful currency of the United States of America;
“Valuation Day”	in relation to an Investment Fund means each Business Day as at which the Net Asset Value of a Unit falls to be calculated or such other day as the Manager may from time to time determine in its absolute discretion subject to the relevant provisions of the Trust Deed and as are specified in the Appendix for the relevant Investment Fund; and
“Valuation Time”	in relation to an Investment Fund, means the close of business in the last relevant market on each Valuation Day or such other time as the Manager and the Trustee may agree either generally or in relation to a particular Class of Units and as specified in the Appendix for the relevant Investment Fund provided that where there is more than one Class of Units in issue relating to an Investment Fund, the Valuation Time in respect of each such Class shall be the same.

INTRODUCTION

Amundi HK MPF Series is a unit trust constituted as an umbrella fund pursuant to the Trust Deed and governed by the laws of Hong Kong. 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 has been established as an umbrella fund and accordingly the assets of the Trust will be separated into different sub-funds. The Amundi HK - Green Planet Fund is the initial sub-fund of the Trust. The Manager may create further sub-funds in the future. Investors should contact the Manager to obtain the latest offering document relating to the available sub-funds.

Multiple Classes of Units may be issued in respect of each Investment Fund and the Manager may create additional Classes of Units for any Investment Fund in its sole discretion in the future. The assets of an Investment Fund will be invested and administered separately from the assets of the other Investment Funds issued. The details of the Investment Funds and/or the new Class or Classes of Units related thereto in respect of which Units are on offer are set out in the Appendices to this Explanatory Memorandum.

The Base Currency of an Investment Fund will be set out in the relevant Appendix. Each Class of Units within an Investment Fund will be denominated in the Class Currency thereof, which may be the Base Currency of the Investment Fund to which such Class relates or such other currency of account as specified in the relevant Appendix.

INVESTMENT OBJECTIVES AND POLICIES

The investment objective and policy of each Investment Fund and principal risks, as well as other important details, are set forth in the Appendix relating to that Investment Fund.

RISK FACTORS

Investors should satisfy themselves that an investment in an Investment Fund is suitable for them in terms of their own circumstances and financial position before making any decision to invest in the Investment Fund. In addition, investors should avoid excessive investment in any single type of investment (in terms of its proportion in the overall investment portfolio), including any proposed investment in an Investment Fund, so as to avoid the investment portfolio being over-exposed to any particular investment risk.

Investors should consider the following risks and any additional risk(s) relating to any specific Investment Fund, contained in the relevant Appendix, before investing in any of the Investment Funds. Investors should not solely rely upon such information for any investment in an Investment Fund and should note that there may be various other considerations which may also need to be taken into account before making any decision to invest in an Investment Fund.

Investors' attention is drawn to the following risk factors:

(1) **Market Risk**

Market risk embodies the potential for both losses and gains and includes volatility risk, currency risk, interest rate risk and price risk.

Volatility Risk

Certain Investment Funds may invest directly or indirectly in equities and are thus, subject to the risks generally associated with equity investment, namely, the market value of the stocks may go down as well as up. Factors affecting the stock values are numerous, including but not limited to changes in investment sentiment, political environment, economic environment, and the business and social conditions in local and global marketplace. Securities exchanges typically have the right to suspend or limit trading in any security traded on the relevant exchange; a suspension will render it impossible to liquidate positions and can thereby expose the Investment Funds to losses.

Currency Risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate due to changes in foreign exchange rates. Currency risk arises on financial instruments that are denominated in a foreign currency, i.e. a currency other than an Investment Fund's Base Currency.

Certain Investment Funds may invest in financial instruments and enter into transactions denominated in currencies other than their Base Currency. Also, a Class of Units may be designated in a currency other than the Base Currency of the relevant Investment Fund. Consequently, the Net Asset Value of the Investment Funds may be affected unfavourably by fluctuations in the exchange rates between these currencies and the Base Currency and by changes in exchange rate controls.

Interest-Rate Risk

Interest-rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Interest rate risk arises on interest-bearing securities.

Certain Investment Funds may invest in interest-bearing securities. Consequently, such Investment Funds are subject to interest rate risk due to fluctuations in the prevailing levels of market interest rates.

Any fluctuation in interest rates may have a direct and/or indirect effect on the income received by an Investment Fund and its capital value. The value of investments in bonds may rise or fall sharply as interest rates fluctuate. As a general rule, the value of fixed-rate instruments will increase when interest rates fall, and fall when interest rates increase. To the extent an Investment Fund holds long-term bonds, its Net Asset Value may be subject to a greater degree of fluctuation than if it held bonds of a shorter duration.

Price Risk

Price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices (other than those arising from interest rate risk or currency risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting similar financial instruments traded in the market.

An Investment Fund that invests primarily in financial instruments carried at fair value with fair value changes recognized in the income statement. Consequently,

any changes in market conditions will directly affect the Investment Fund's Net Asset Value.

(2) **Investment Risk**

There is no guarantee that in any time period, particularly in the short term, an Investment Fund's portfolio will achieve appreciation in terms of capital growth. There is no assurance that the investment objective of any of the Investment Funds will be achieved and investment results may vary substantially on a monthly, quarterly or annual basis. Past performance is not necessarily a guide to future performance and investments should be regarded as medium to long-term. Investors should be aware that the value of Units may fall as well as rise and capital may not be preserved. Investment in an Investment Fund should not be the sole or principal component of any investment portfolio.

(3) **Credit Risk**

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by fully or partially failing to discharge an obligation that it has entered into with an Investment Fund.

Investment Funds that invest in bonds and other fixed income securities are subject to the risk that issuers do not make payments on such securities. The creditworthiness (solvency and willingness to pay) of the issuer of a security or money-market instrument directly or indirectly held by an Investment Fund may subsequently fall. This usually leads to drops in the price of the security which surpass those caused by general market fluctuations. A lowering of the credit rating of a security may also offset the security's liquidity, making it more difficult to sell.

(4) **Liquidity Risk**

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities.

Liquidity risk further represents the risk that a given security invested by an Investment Fund may not be readily sold or may only be sold at a significant discount to the purchase price and/or the prevailing market price of the security. Even relatively small orders for purchases or sales of illiquid securities can lead to significant price changes. The lack of liquidity of an asset may therefore cause its purchase price to increase significantly and/or cause its selling value to drop significantly.

(5) **Political, economic and social risks**

Political, economic and social risks are the risks that the underlying conditions (for example political, economic or social conditions) within which an investment is made may change. This could have a negative effect on the investment and/or on the treatment of the investment made by an Investment Fund.

The economies of individual countries in which an Investment Fund may invest in may differ favourably or unfavourably from the economies of more developed countries in such respects as growth of gross domestic product, rate of inflation, currency depreciation, capital reinvestment, resource self-sufficiency and balance of payments position.

With respect to any emerging country, there is the possibility of nationalisation, expropriation or confiscatory taxation, political changes, government regulation, social instability or diplomatic developments (including war) which could affect adversely the economies of such countries or the value of an Investment Fund's investments in such countries. In addition, it may be difficult to obtain and enforce a judgment in a court in an emerging country. Furthermore, the economies of emerging markets tend to be more volatile than developed markets, any holdings in emerging markets are hence exposed to higher levels of market risk. The securities markets of some of the emerging countries in which the Investment Fund's assets may invest are not yet fully developed which may, in some circumstances, lead to a potential lack of liquidity. Accounting, auditing and financial reporting standards in some of the emerging markets in which an Investment Fund's assets may be invested may be less vigorous than international standards. As a result, certain material disclosures may not be made by some companies.

The economic and political risks described above may also adversely impact the value of derivative instruments and securities that are linked to the performance of emerging markets.

(6) **Legal, tax and regulatory Risks**

Legal, tax and regulatory risks represent the risks that change in the underlying legal, tax or regulatory environment within which an investment is made may occur during the term of an Investment Fund. If any of the laws and regulations currently in effect should change or any new laws or regulations should be enacted, the legal requirements to which the Investment Fund and the investors may be subject to could differ materially from current requirements and may materially and adversely affect the investment and/or on the treatment of the investment by the investor.

(7) **Investing in Financial Derivative Instruments**

Certain Investment Funds may invest in financial derivative instruments as permitted under the MPF (General) Regulation (including but not limited to warrants, financial futures contracts and financial option contracts). Investment in financial derivative instruments is subject to additional risks, including liquidity risk, volatility risk, and credit risk of the issuers.

Financial derivative instruments may be particularly sensitive to changes in the market value of the instruments, assets, rate or index from which the value of the derivatives are derived or related to and derivative instruments may be particularly sensitive to changes in prevailing interest rates. Financial derivative instruments also involve the risk of mispricing and the risk that changes in the value of the derivatives may not correlate perfectly with the underlying instruments, assets, rate or index.

(8) **Hedging**

The Manager is permitted, but not obliged, to use hedging techniques to attempt to offset currency and market risks. There is no guarantee that hedging techniques will achieve their desired result. If the techniques and instruments employed by the Manager are incorrect, or the counterparty for such instruments default, the Investment Fund may suffer a substantial loss.

(9) **Early termination risk**

The Trust and/or an Investment Fund may be terminated on the occurrence of certain events as set out in the section headed “Termination of the Trust or any Investment Fund” below. The events that may result in early termination of the Trust or an Investment Fund includes without limitation, when the Net Asset Value of the Trust or an Investment Fund falls below US\$5 million or the Trust or an Investment Fund ceases to be authorised or otherwise officially approved pursuant to the MPF Ordinance or the Securities and Futures Ordinance of Hong Kong or if any law is passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the Trust or an Investment Fund.

If any Investment Fund is terminated prior to its establishment expenses being fully amortised, such unamortised amount will be borne by the relevant Investment Fund before its termination.

Upon the termination of the Trust or an Investment Fund, all the assets of the Trust or the relevant Investment Fund, as the case may be, will be realised and the net proceeds thereof which are available for distribution will be distributed to its unitholders in proportion to the number of units held by them. Investors should note that such amount as distributed to the unitholders may be less than the amount invested by them.

(10) **Custody risk**

Where an Investment Fund invests in markets where custodial and/or settlement systems are not fully developed, the assets of the Investment Fund may be exposed to custody risk. An Investment Fund’s cash account will usually be maintained on the custodian’s records, but the balances may be held by a sub-custodian which poses an additional risk. In addition, in case of liquidation, bankruptcy or insolvency of such sub-custodians, the relevant Investment Fund may take a longer time to recover its assets. In extreme circumstances such as the retroactive application of legislation and fraud or improper registration of title, the relevant Investment Fund may even be unable to recover all of its assets. The costs borne by the relevant Investment Fund investing and holding investments in such markets will be generally higher than in organised securities markets.

(11) **US Foreign Account Tax Compliance Act (“FATCA”) risk**

In the event a Unitholder does not provide the requested information and/or documentation in order for the Trust and the Investment Fund(s) to fulfill the FATCA obligations, whether or not that actually leads to compliance failures by the Trust and the Investment Fund(s), or a risk of the Trust or the Investment Fund(s) being subject to a 30% withholding tax on certain payments received under FATCA, the Manager on behalf of the Trust and the Investment Fund(s) reserves the right to take any action and/or pursue all remedies to the extent permitted by applicable laws and regulations at its disposal including, without limitation, (i) reporting the relevant information of such Unitholder to the U.S. Internal Revenue Service (“IRS”) to the extent permitted by applicable laws and regulations; (ii) withholding or deducting from such Unitholder’s account to the extent permitted by applicable laws and regulations, as provided under clause 19.4 of the Trust Deed dated 17 March 2006; and/or (iii) giving such Unitholder notice to transfer or realise all his Units in the Trust and the Investment Fund(s) pursuant to clause 10.7 of the Trust Deed dated 17 March 2006. The Manager in taking any such action or pursuing any such remedy shall act in good faith and on reasonable grounds. In any event, the

Manager shall comply with personal data protection principles, and requirements as set out in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and all other applicable regulations and rules governing personal data use in Hong Kong from time to time.

Although the Trust and the Investment Fund(s) will attempt to satisfy any obligations imposed on them to avoid the imposition of this withholding tax, no assurance can be given that the Trust and the Investment Fund(s) will be able to satisfy these obligations. There is also no assurance that a foreign financial institution (“**FFI**”) not complying with FATCA that invests in the Trust and the Investment Fund(s) could not indirectly affect the Trust and the Investment Fund(s), even if the Trust and the Investment Fund(s) satisfy their FATCA obligations. If the Trust and the Investment Fund(s) become subject to a 30% withholding tax on certain types of income from their U.S. investments (further described under the sub-heading “U.S. FATCA” in the section of “Taxation” of this Explanatory Memorandum) as a result of FATCA, the value of the units held by unitholders may suffer material loss.

INVESTORS SHOULD ALSO CONSIDER THE ADDITIONAL RISK(S) RELATING TO A SPECIFIC INVESTMENT FUND, CONTAINED IN THE RELEVANT APPENDIX. POTENTIAL INVESTORS SHOULD READ THIS EXPLANATORY MEMORANDUM IN ITS ENTIRETY AND SEEK INDEPENDENT ADVICE BEFORE DETERMINING WHETHER TO INVEST IN THE UNITS.

INVESTMENT AND BORROWING RESTRICTIONS

The Trust Deed sets out restrictions and prohibitions on the acquisition of certain investments by the Manager.

Each of the Investment Funds which is approved as an Approved Pooled Investment Fund and authorised pursuant to the Code on Unit Trusts and Mutual Funds is subject to the investment and borrowing restrictions applicable (i) to Approved Pooled Investment Funds pursuant to the MPF Ordinance (as set out in Schedule 1 of the MPF (General) Regulation) and the Authority’s Code on MPF Investment Funds and (ii) to unit trusts authorised pursuant to the Commission’s Code on Unit Trusts and Mutual Funds. For the avoidance of doubt, the investments by any of these Investment Funds shall comply with the more stringent restrictions and requirements as applicable under the MPF (General) Regulation, the Code on MPF Investment Funds and the Code on Unit Trusts and Mutual Funds, unless otherwise agreed with or permitted or waived by the Authority and/or the Commission generally or specifically.

The key investment restrictions under the MPF (General) Regulation, the Code on MPF Investment Funds and the Code on Unit Trusts and Mutual Funds applicable to each Investment Fund are summarised below.

1. General restrictions - spread of investments

- (a) The aggregate value of an Investment Fund’s investment in, or exposure to, any one person must not exceed 10% of the latest available Net Asset Value of the relevant Investment Fund.
- (b) Subject to paragraph 1(a) above, the aggregate value of an Investment Fund’s investments in, or exposure to, entities within the same group may not exceed 20% of the latest available Net Asset Value of the relevant

Investment Fund. "Entities within the same group" means entities which are included in the same group for the purposes of consolidated financial statements prepared in accordance with internationally recognized accounting standards.

- (c) Not more than 10% of the shares of a particular class, or the total amount of debt securities, issued by one person may be acquired for the purposes of an Investment Fund.

2. Permissible investments: equities and other securities

An Investment Fund may invest in (i) fully paid up shares listed on an approved stock exchange other than shares of a company which is a collective investment scheme, (ii) certain index-tracking collective investment schemes approved by the Authority ("Approved Index-Tracking Funds"); or (iii) securities listed on an approved stock exchange that are approved, or are of a kind approved, by the Authority.

An Investment Fund may invest up to 10% in total of its latest available Net Asset Value in (i) fully-paid up shares listed on a stock exchange that is not an approved stock exchange, other than the shares of a company that is a collective investment scheme; (ii) securities that are approved, or are of a kind approved, by the Authority, other than shares listed on an approved stock exchange; and (iii) other authorised unit trusts or mutual funds of a kind approved by the Authority.

In certain circumstances as provided in Schedule 1 of the MPF (General) Regulation, securities to be listed on an approved stock exchange or an approved futures exchange may be acquired.

3. Permissible investments: debt securities

An Investment Fund may invest in, subject to various restrictions, in debt securities having a minimum credit rating as specified by the Authority and in debt securities listed on an approved stock exchange that are issued or guaranteed by a company or corporation whose shares are listed on that exchange or another approved stock exchange.

In addition, an Investment Fund may invest, subject to various restrictions, in debt securities issued or unconditionally guaranteed by governments, international organisations and similar bodies as permitted under the MPF Ordinance. Notwithstanding 1(a) above, up to 30% of the latest available Net Asset Value of an Investment Fund may be invested in such debt securities of the same issue and all of the assets of an Investment Fund may be invested in such debt securities of the same issuer so long as they comprise at least six different issues.

4. Permissible investments: warrants

An Investment Fund may invest in warrants as permitted under the MPF Ordinance and the Code on Unit Trusts and Mutual Funds. No more than 5% of the latest available Net Asset Value of an Investment Fund in terms of the total amount of premium paid may be invested in warrants.

5. Permissible investments: deposits

Up to 10% of the latest available Net Asset Value of an Investment Fund (or such higher limit as permitted under the MPF Ordinance and the Code on Unit Trusts and Mutual Funds) may be placed on deposit with an authorised financial institution or an eligible overseas bank, subject to certain restrictions under the MPF Ordinance and the Code on Unit Trusts and Mutual Funds.

6. Financial futures and option contracts

The Manager may acquire financial futures and financial options contracts for the account of an Investment Fund for hedging purposes. Neither a financial futures contract nor a financial option contract should be acquired unless it is traded on an approved futures exchange or an approved stock exchange, as the case may be.

7. Currency forward contracts

The Manager may only enter into currency forward contracts for hedging purposes or for the purpose of settling a transaction relating to the acquisition of securities for the account of an Investment Fund.

8. Use of financial derivative instruments

To the extent that an Investment Fund acquires financial derivative instruments for non-hedging purposes, such Investment Fund's net derivative exposure (as defined under the Code on Unit Trusts and Mutual Funds) is subject to such limit as disclosed in the Appendix of the relevant Investment Fund provided that such limit may be exceeded in such circumstances as permitted under the Code, handbook, code and/or guideline issued by the SFC from time to time or permitted by the SFC from time to time.

The relevant Investment Fund must comply with the requirements on financial derivative instruments (including the requirements on collateral) under the MPF Ordinance and the Code on Unit Trusts and Mutual Funds. For collateral valuation and management policy of the Trust please refer to Annexure A to this Explanatory Memorandum.

9. Restrictions on commodities Investments

An Investment Fund may not invest in physical commodities.

10. Prohibition on Real Estate Investments

An Investment Fund may not 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 which are permitted by the MPF Ordinance and the Code on Unit Trusts and Mutual Funds).

11. Limitations on Securities in which Directors/Officers have Interests

An Investment Fund may not invest in any security of any class in any company or body if any director or officer of the Manager individually owns more than 0.5% of the total nominal amount of all the issued securities of that class, or, collectively the directors and officers of the Manager own more than 5% of those securities.

12. Restrictions on borrowing and lending securities and short selling

Securities must not be borrowed for the purposes of an Investment Fund and unless specifically provided in the Appendix of an Investment Fund securities held by an Investment Fund may not be lent. An Investment Fund may not carry out any short sales of securities.

13. Restrictions on acquiring securities that carry unlimited liability

An Investment Fund is prohibited from acquiring any investment or engage in any transaction which would involve it in unlimited liability and must not incur liability in excess of its Net Asset Value, or otherwise subject Unitholders to liability in excess of their investments in the Investment Fund.

14. Restrictions on acquiring nil-paid or partly paid securities

The portfolio of an Investment Fund may not include any security which is nil paid or where a call is to be made for any sum unpaid on that security.

15. Restrictions on making loans

An Investment Fund may not lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.

Borrowing Restrictions

The Manager may borrow up to 10% of the latest available Net Asset Value of an Investment Fund for the account of the Investment Fund for limited purposes to the extent permitted by the MPF (General) Regulation, including in limited circumstances to settle a transaction relating to the acquisition of securities or other investments in respect of the Investment Fund. The assets of an Investment Fund may be charged or pledged as security for any such borrowings to the extent permitted by the MPF Ordinance.

Name of Investment Fund

If the name of an Investment Fund indicates a particular objective, investment strategy, geographic region or market, the Investment Fund should, under normal market circumstances, invest at least 70% of its latest available Net Asset Value in securities and other investments to reflect the particular objective, investment strategy, geographic region or market which the Investment Fund represents.

General

If any of the investment or borrowing restrictions applicable to an Investment Fund are breached, the Manager shall as a priority objective take all steps as are necessary to remedy the situation as soon as practicable, taking due account of the interests of Unitholders. The Manager is not immediately required to sell applicable investments if any of the investment restrictions are exceeded as a result of changes in the value of an Investment Fund's investments, reconstructions or amalgamations, payments out of the assets of the Investment Fund or redemptions of Units but for so long as such limits are exceeded will not acquire any further investments subject to the relevant restriction and will as a priority objective take all steps as may be necessary to restore the position as soon as practicable taking due account of the interests of Unitholders so that the limits are no longer exceeded.

MANAGEMENT AND ADMINISTRATION

The Manager

The Manager of the Trust is Amundi Hong Kong Limited, a limited liability company incorporated under the laws of Hong Kong on 9 March 1973. It is licensed in respect of Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the Hong Kong Securities and Futures Ordinance.

The Manager may from time to time appoint other sub-investment managers in relation to any Investment Fund subject to prior approval of the Authority and Commission. The details of any sub-investment manager will be disclosed in the Appendix of the relevant Investment Fund. The Manager may also from time to time appoint investment advisers (which will not have any investment discretion powers) in relation to any Investment Fund. The remuneration of such sub-investment manager or investment advisers will be borne by the Manager.

The Trustee

HSBC Institutional Trust Services (Asia) Limited is the Trustee of the Trust. Under the Trust Deed, the Trustee is responsible for the safe-keeping of the investments forming part of the assets of the Trust and shall take into custody or under its control all the investments, cash and other assets forming part of the assets of each Investment Fund and hold them in trusts for Unitholders of the relevant Investment Fund in accordance with the provisions of the Trust Deed. The Trustee shall register all registrable investments, cash and other assets in the name of or to the order of the Trustee and in respect of any investments or other assets which by nature cannot be held in custody, maintain a proper record of such investments or assets in its books under the name of that Investment Fund.

Under and subject to the terms of the Trust Deed, the Trustee shall remain liable for any act or omission of any nominees, agents and delegates appointed in relation to investments or other property of the Trust or any Investment Fund to the same extent as if such act or omission was that of the Trustee. The Trustee shall (i) exercise reasonable care, skill and diligence in the selection, appointment and ongoing monitoring of its nominees, agents and delegates which are appointed for the custody and/or safekeeping of investments or other property comprised in the Trust Fund of the Trust or any Investment Fund; and (ii) be satisfied that such nominees, agents and delegates retained remain suitably qualified and competent on an ongoing basis to provide the relevant service.

The Trustee is also responsible for maintaining the register of Unitholders, valuing the assets of the Trust and providing other administrative services for the Trust.

HSBC Institutional Trust Services (Asia) Limited is a Hong Kong registered trust company incorporated on 27 September 1974. It is an indirect wholly-owned subsidiary of HSBC Holdings plc. HSBC Institutional Trust Services (Asia) Limited is registered as a trust company under Section 77 of Trustee Ordinance and an approved trustee under the Mandatory Provident Fund Schemes Ordinance in Hong Kong.

As a member of the HSBC Group, HSBC Institutional Trust Services (Asia) Limited is part of one of the world's leading international banking and financial service organisations. The HSBC Group has major commercial and investment banking businesses in the Asia-Pacific Region, Europe, the Americas, the Middle East and Africa.

The Trustee will not participate in transactions and activities, or make any payments denominated in US dollars, which, if carried out by a US person, would be subject to sanctions by The Office of Foreign Assets Control of the US Department of the Treasury.

Auditors

PricewaterhouseCoopers has been appointed as the independent auditor of the Trust.

INVESTING IN THE TRUST AND INVESTMENT FUNDS

Initial Offer Period

Units of each Investment Fund will be offered for the first time at the Initial Offer Price during the Initial Offer Period as set forth in the Appendix relating to the relevant Investment Fund.

Different Classes of Units may be offered for each Investment Fund. Although the assets attributed to each Class of Units of an Investment Fund will form one single pool, each Class of Units may have a different charging structure with the result that the Net Asset Value attributable to each Class of Units of an Investment Fund may differ slightly. In addition, each Class of Units may be subject to different minimum initial and subsequent amounts and holding amounts, and minimum realisation and conversion amounts. Investors should refer to the relevant Appendix for the available Classes of Units and applicable minimum amounts.

Dealing Day and Dealing Deadline

The Manager may from time to time with the approval of the Trustee, determine either generally or in respect of a particular Class or Classes of Units or any particular jurisdiction in which the Units may from time to time be sold the time on such Dealing Day or on an earlier Business Day to which instructions for subscriptions, realisations, conversions or transfers are to be received in order to be dealt with on a particular Dealing Day. Dealing Days and the relevant Dealing Deadlines for each Investment Fund are set out in the relevant Appendix.

Application procedure

To purchase Units an investor should complete the application form (the “**Application Form**”) and return the original Application Form to the Administrator and copy to the Manager.

The Application Form may also be sent by facsimile or electronic means provided the original follows promptly. Investors should be reminded that if they choose to send the Application Forms by facsimile or electronic means, they bear their own risk of such applications not being received or being illegible. Investors should note that the Trust, the Investment Funds, the Manager, the Trustee, the Administrator and their respective agents and delegates accept no responsibility for any loss caused as a result of non-receipt or illegibility of any application sent by facsimile or electronic means or any amendment of such application prior to receipt by the Administrator or for any loss caused in respect of any action taken as a consequence of such facsimile or electronic instructions believed in good faith to have originated from properly authorised persons. This is notwithstanding the fact that a facsimile or electronic transmission report produced by the originator of such transmission discloses that such transmission was sent. Investors should therefore for their own benefit confirm with the Administrator safe receipt of an application.

During the Initial Offer Period, where applications and application monies in cleared funds are received prior to the close of the Initial Offer Period, Units will be issued on the Dealing

Day following the close of the Initial Offer Period. If applications and/or cleared funds are received after that time, such applications shall be carried forward to the next Dealing Day.

In respect of applications for Units made after the Initial Offer Period, where such applications are received prior to the Dealing Deadline, Units will be issued on that Dealing Day. Where applications are received after such time or on a day which is not a Dealing Day, they will be carried forward and dealt with on the next Dealing Day. The issuance of Units is conditional upon receipt by or on behalf of the Trustee of cleared funds within three Business Days of the relevant Dealing Day. If timely settlement is not made an application may lapse and be cancelled.

Issue Price

The issue price of Units during Initial Offer Period will be as specified in the relevant Appendix.

Thereafter, the issue price of Units of an Investment Fund on a Dealing Day will be calculated by reference to the Net Asset Value per Unit of such Investment Fund at the Valuation Time in respect of that Dealing Day (for further details, see "**Calculation of Issue and Realisation Prices**" below).

Preliminary Charge

The Manager, at its discretion, is entitled to impose a preliminary charge of up to 5% on the Initial Offer Price or the Issue Price, as the case may be, of the relevant Class of Unit of an Investment Fund. For the avoidance of doubt, a lower maximum rate of preliminary charge may be imposed in relation to the issue of Units of an Investment Fund and also in relation to different Classes of Units of an Investment Fund. The maximum and current rate of preliminary charge (if any) will be disclosed in the relevant Appendix.

The preliminary charge will be added to the Initial Offer Price or the Issue Price. The Manager may differentiate between applicants as to the amount of the preliminary charge (within the permitted limit) to be added to the Initial Offer Price or the Issue Price of the Units issued to them respectively.

The Manager may retain the benefit of the preliminary charge (and any other fees received) for its own absolute use and benefit and may pay all or part of the preliminary charge (and any other fees received) to recognised intermediaries or such other persons (including its affiliates) as the Manager may at its absolute discretion determine. The Manager may in its absolute discretion discount or waive any charges or fees in relation to dealings via the Manager.

The Manager may increase the rate of preliminary charge payable up to or towards the maximum rate of 5% of the Issue price as specified in the Trust Deed, on giving three months' notice (or such other period as may be agreed with the Commission and the Authority) to the affected Unitholders.

Minimum Subscription, Minimum Subsequent Subscription, Minimum Holding and Minimum Realisation

Details of the minimum initial subscription, minimum subsequent subscription, minimum holding and minimum realisation amounts applicable to each Class of Unit in each Investment Fund are set out in the relevant Appendices.

Payment Procedure

Payment for Units and the preliminary charge must be received in cleared funds by or on behalf of the Trustee. Payments should be made in one of the ways set out in the Application Form in the Class Currency of the relevant Class of Units or any other currency acceptable to the Trustee. Payment in other freely convertible currencies may be accepted. Where amounts are received in a currency other than the Class Currency in which the relevant Class of the Investment Fund is denominated, they will be converted into the relevant Class Currency and the proceeds of conversion (after deducting the costs of such conversion) will be applied in the subscription of Units in the relevant Investment Fund. Conversion of currencies may involve some delay. None of the Manager, the Trustee, the Administrator or their respective agents or delegates will be liable to any Unitholder for any loss suffered by such Unitholder arising from the said currency conversion.

No money should be paid to any intermediary in Hong Kong who is not licensed by or registered with the Commission to conduct Type 1 (Dealing in Securities) under Part V of the SFO or who does not fall within the statutory exemption from the requirement to be licensed or registered to carry on Type 1 regulated activities under Part V of the SFO.

General

Units issued by the Trust will be held for investors in registered form. Certificates will not be issued. A trade confirmation will be issued upon acceptance of an investor's application and the receipt of cleared funds and will be forwarded to the investors.

Fractions of a Unit (to the nearest 1,000th of a Unit) may be issued. Application monies representing smaller fractions of a Unit will be retained for the benefit of the relevant Investment Fund.

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

The Manager has an absolute discretion to accept or reject in whole or in part any application for Units. However, a properly completed application made for or on behalf of a mandatory provident fund registered scheme will be accepted. In the event that an application is rejected, the Administrator will notify the applicant as soon as practicable after the relevant Dealing Day and the application moneys will be returned without interest by cheque through the post at the risk of the person(s) entitled thereto as soon as practicable.

No Units of an Investment Fund will be issued where the determination of the Net Asset value of such Investment Fund is suspended (for further details see "Suspension of Calculation of Net Asset Value" below) or the Register of Unitholders is closed.

REALISATION OF UNITS

Realisation Procedure

Unitholders who wish to realise their Units may do so on any Dealing Day by submitting a realisation request to the Administrator (with a copy to the Manager) before the Dealing Deadline. Realisation requests received by the Administrator prior to the Dealing Deadline will be dealt with on that Dealing Day. Unless otherwise stated in the Appendix of the relevant Investment Fund, realisation requests received after such time or on a day which is not a Dealing Day will be carried forward and dealt with on the next Dealing Day.

A realisation request must be given in writing to the Administrator (with a copy to the Manager) (and, if sent by facsimile or electronic means, the original must follow promptly by mail to the Administrator), and must specify:

- (a) the name of the Investment Fund;
- (b) the number or value and Class of Units to be realised;
- (c) the name(s) of the registered holder(s); and
- (d) payment instructions for the realisation proceeds.

Investors should be reminded that if they choose to send realisation requests by facsimile or electronic means, they bear their own risk of the requests not being received or being illegible. Investors should note that the Trust, the Investment Funds, the Manager, the Trustee, the Administrator and their respective agents and delegates accept no responsibility for any loss caused as a result of non-receipt or illegibility of any realisation request sent by facsimile or electronic means or any amendment of such realisation request prior to receipt by the Administrator or for any loss caused in respect of any action taken as a consequence of such facsimile or electronic instructions believed in good faith to have originated from properly authorised persons. This is notwithstanding the fact that a facsimile or electronic transmission report produced by the originator of such transmission discloses that such transmission was sent. Investors should therefore for their own benefit confirm with the Administrator safe receipt of a request.

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

No Unitholder shall be entitled without the consent of the Manager to realise part only of his holding of Units of any Class if such realisation would result in his holding after such realisation being less than the minimum holding number or amount of units of the relevant Class as set out in the relevant Appendix of an Investment Fund or such lower value as the Manager may determine from time to time (whether generally or in a particular case).

Realisation Price

Units realised on a Dealing Day will be realised at a price calculated by reference to the Net Asset Value per Unit of the relevant Class as at the Valuation Time in respect of that Dealing Day (for further details, see "**Calculation of Issue and Realisation Prices**" below).

If at any time during the period from the time as at which the Realisation Price is calculated and the time at which realisation proceeds are converted out of any other currency into the Class Currency of the relevant Class there is an officially announced devaluation or depreciation of that currency, the amount payable to any relevant realising Unitholder may be reduced as the Trustee considers appropriate to take account of the effect of that devaluation.

Realisation Charge

Unless otherwise waived by the Manager (whether in whole or in part and whether generally or in a particular case), the Manager has the power to levy a realisation charge of up to 5% of the Realisation Price per Unit in respect of Units to be realised. For the avoidance of doubt, a lower maximum rate of realisation charge may be imposed in relation to the realisation of Units of an Investment Fund and also in relation to different Classes of Units

of an Investment Fund. The maximum and current rate of realisation charge, if any, will be disclosed in the relevant Appendix.

The realisation charge shall be deducted from the amount payable to the realising Unitholder and shall be retained by or paid to the Manager for its own absolute use and benefit.

The Manager may increase the rate of realisation charge payable up to or towards the maximum rate of 5% of the Realisation Price as specified in the Trust Deed, on giving three months' notice (or such other period as may be agreed with the Commission and the Authority) to the affected Unitholders.

Payment of Realisation Proceeds

Realisation proceeds will not be paid to any realising Unitholder until (a) where the realisation request has been given by facsimile or electronic means (provided an indemnity in respect of facsimile or electronic instructions has been signed by Unitholder), the written original of the realisation request duly signed by the Unitholder has been received by or on behalf of the Trustee and (b) where the Trustee so requires, the signature of the Unitholder (or each joint Unitholder) has been verified to the satisfaction of the Trustee.

Subject as mentioned above and so long as relevant account details have been provided, realisation proceeds will be paid by telegraphic transfer, normally within 3 Business Days after the relevant Dealing Day and in any event the maximum interval between the receipt of a properly documented realisation request and the payment of realisation proceeds will not exceed one calendar month. In the event that there is a delay in receipt by the relevant Investment Fund of the proceeds of realisation of its investments to meet redemption requests, for example, where the remittance or repatriation of funds is delayed or cannot in the opinion of the Manager be effected at normal prices or carried out promptly at normal rates of exchange, the payment of the relevant portion of the amount due on the redemption of Units will be paid to investors as soon as practicable after the receipt of such realisation proceeds and in any event within one calendar month after the receipt of the properly documented realisation request.

If relevant account details are not provided, realisation proceeds will be paid to the realising Unitholder (or to the first-named of joint Unitholders) at the Unitholder's risk by cheque in the currency of the Fund not later than four weeks after receipt of a properly documented request for redemption of Units. Bank charges (if any) incurred in making payment will be borne by the realising Unitholder and accordingly will be deducted from the realisation proceeds.

Payment of Realisation Proceeds by Distribution in Specie

The Manager may, with the prior written consent of any or all of realising Unitholders of an Investment Fund, effect a realisation payment to any or all such realising Unitholders in specie or in kind rather than in cash by serving a notice to this effect on the relevant Unitholders within 2 Business Days of receipt of the relevant realisation requests. The circumstances in which the Manager envisages exercising this discretion include, without prejudice to the generality of the foregoing, a situation where substantial realisation requests are received by an Investment Fund which will make it impracticable to realise the underlying securities in order to fund the realisation payments. Where the Manager elects payment in specie or in kind, such payment will be made as soon as practicable and, in any event, not later than four weeks after receipt of the properly documented request for redemption of Units. In making realisation payments in specie or in kind, the Trustee will use the same valuation procedures used in determining the Net Asset Value of the Trust

(for further details, see "**Calculation of Net Asset Value**" on below) when determining the value to be attributed to the relevant securities to be transferred or assigned or otherwise made available to the realising Unitholders. Realising Unitholders will receive securities of a value equal to the realisation payment to which they would otherwise be entitled. Realising Unitholders receiving the realisation payment in specie or in kind will be responsible for all custody and other costs involved in changing the ownership of the relevant securities from the relevant Investment Fund to the realising Unitholder and for all ongoing custody costs in respect of such securities.

Restrictions on Realisation

The right of any Unitholder to require the redemption of Units will be suspended during any periods in which the determination of the Net Asset Value of the relevant Investment Fund is suspended (for further details see "**Suspension of Calculation of Net Asset Value**" below) or the Register of Unitholders is closed.

With a view to protecting the interests of Unitholders, the Manager is, with the approval of the Trustee, entitled to limit the number of Units of any Class or Classes relating to an Investment Fund realised on any Dealing Day (whether by sale to the Manager or by cancellation by the Trustee) to 10 per cent. (or such other percentage as permitted by the Code or the Authority) of the total Net Asset Value of Units of such Class or Classes in such Investment Fund in issue. In this event, the limitation will apply pro rata so that all Unitholders wishing to realise Units in that Investment Fund on that Dealing Day will realise the same proportion by value of such Units, and Units not realised (but which would otherwise have been realised) will be carried forward for realisation, subject to the same limitation, on the next Dealing Day. If requests for realisation are so carried forward, the Manager will inform the Unitholders concerned within 7 days of such Dealing Day.

SWITCHING BETWEEN INVESTMENT FUNDS

Unless otherwise disclosed in the Appendix of an Investment Fund, Unitholders have the right (subject to any suspension in the determination of the Net Asset Value of the relevant Investment Fund) to switch all or part of their Units of any Class relating to an Investment Fund (the "**Existing Class**") into Units relating to another Class in that Investment Fund or another Investment Fund (the "**New Class**") that may be available, provided that the New Class is open for new subscription, by giving notice in writing or by facsimile or electronic means to the Administrator (with a copy to the Manager) prior to the Dealing Deadline of the Existing Class.

Switching requests received by the Administrator prior to the Dealing Deadline will be dealt with on that Dealing Day. Switching requests received after such time or on a day which is not a Dealing Day will be carried forward and dealt with on the next Dealing Day. The Investment Funds, the Manager, the Trustee, the Administrator and their respective agents and delegates accept no responsibility for any loss caused as a result of non-receipt or illegibility of any switching request sent by facsimile or electronic means or any amendment of such switching request prior to receipt by the Administrator or for any loss caused in respect of any action taken as a consequence of such facsimile or electronic instructions believed in good faith to have originated from properly authorised persons. This is notwithstanding the fact that a facsimile or electronic transmission report produced by the originator of such transmission discloses that such transmission was sent. Investors should therefore for their own benefit confirm with the Administrator safe receipt of a request.

A request for conversion will not be effected if as a result the relevant Unitholder would hold less than the minimum holding of Units prescribed for the Existing Class, or is prohibited from holding Units of the New Class under the Appendix for that New Class.

To effect a switch, Units in the Existing Class will be realised at the prevailing Realisation Price per Unit of the relevant Class as at the relevant Dealing Day on which the Units are to be converted and Units in the New Class will be issued to the Unitholder at the applicable Issue Price per Unit of the New Class.

Any fraction smaller than one-thousandth of a Unit of the New Class arising as the result of a switch will be ignored and moneys representing any such fraction will be retained as part of the Investment Fund to which the New Class relate.

The Manager has the right to impose a switching fee of up to 1% of the Net Asset Value of the New Class in relation to the switching of Units. For the avoidance of doubt, a lower maximum rate of switching fee may be imposed in relation to the switching of Units of an Investment Fund and also in relation to different Classes of Units of an Investment Fund. The maximum and current rate of switching fee (if any) in respect of an Investment Fund will be disclosed in the relevant Appendix.

If there is, at any time during the period from the time as at which the Realisation Price per Unit of the Existing Class is calculated up to the time at which any necessary transfer of funds from the Investment Fund to which the Existing Class relates (the "**Original Investment Fund**") to the Investment Fund to which the New Class relates takes place, an officially announced devaluation or depreciation of any currency in which any investment of the Original Investment Fund is denominated or normally traded, the Realisation Price per Unit of the Existing Class shall be reduced as the Trustee considers appropriate to take account of the effect of that devaluation or depreciation and in such event the number of Units of the New Class to be allotted to any relevant Unitholder shall be recalculated as if that reduced Realisation Price had been the Realisation Price ruling for realisation of Units of the Existing Class on the relevant Dealing Day.

CALCULATION OF NET ASSET VALUE AND ISSUE AND REALISATION PRICES

Calculation of Net Asset Value

The value of the net assets of an Investment Fund and the Net Asset Value per Unit of each Class will be calculated in accordance with the Trust Deed as at the Valuation Time. The Trust Deed provides (inter alia) that:

- (i) except in the case of any interest in a collective investment scheme to which paragraph (ii) applies and subject as provided in paragraph (vi) below, all calculations based on the value of investments quoted, listed, traded or dealt in on any securities market shall be made by reference to the last traded price or (if no last traded price is available) midway between the latest available market dealing offered price and the latest available market dealing bid price on the principal stock exchange for such investments and in determining such prices 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;
- (ii) subject as provided in paragraphs (iii) and (vi) below, the value of each interest in any collective investment scheme shall be (a) where investment is in an Investment Fund, the Net Asset Value per Unit of the relevant Class as at the Valuation Time,

and (b) where investment is in a collective investment scheme other than an Investment Fund, the latest available net asset value per unit or share in such collective investment scheme (where available) or (if the same is not available) the latest available bid price for such unit or share;

- (iii) if no net asset value, bid and offer prices or price quotations are available as provided in paragraph (ii) above, the value of the relevant investment shall be determined from time to time in such manner as the Manager shall determine with the approval of the Trustee;
- (iv) the value of any investment which is not listed or ordinarily dealt in on a securities market shall be the initial value thereof equal to the amount expended out of the relevant Investment Fund in the acquisition of such investment (including in each case the amount of stamp duties, commissions and other acquisition expenses) provided that the Manager shall on a regular basis and at such other times at the request of the Trustee cause a revaluation to be made by a professional person approved by the Trustee as qualified to value such investments;
- (v) cash, deposits and similar investments shall be valued at their face value (together with accrued interest) unless, in the opinion of the Manager, any adjustment should be made to reflect the market value thereof;
- (vi) notwithstanding the foregoing, the Manager may with the consent of the Trustee adjust the value of any investment or permit some other method of valuation to be used if, having regard to relevant circumstances, the Manager considers that such adjustment or use of such other method is required to reflect the fair market value of the investment; and
- (vii) any value (whether of a borrowing or other liability or an investment or cash) otherwise than in the currency of the relevant Investment Fund shall be converted into the currency of such Investment Fund at the closing foreign exchange rates in Hong Kong (whether official or otherwise) or at rates that the Trustee shall deem appropriate in the circumstances having regard to any premium or discount which may be relevant and to costs of exchange.

Calculation of Issue and Realisation Prices

The Issue Price of a Unit of a Class relating to an Investment Fund on a Dealing Day is the Net Asset Value per Unit of such Class on the Valuation Day in respect of such Dealing Day, being rounded to two decimal places (rounded to 1 HK cent- with 0.5 unit of the last decimal place rounded up). The benefit of any such rounding shall accrue to the relevant Investment Fund.

The Realisation Price of a Unit of a Class relating to an Investment Fund on a Dealing Day is the Net Asset Value per Unit of such Class on the Valuation Day, being rounded to two decimal places (rounded to 1 HK cent - with 0.5 unit of the last decimal place rounded up). The benefit of any such rounding shall accrue to the relevant Investment Fund.

The Net Asset Value of an Investment Fund is calculated by valuing the assets and deducting the liabilities attributable to such Investment Fund in accordance with the Trust Deed.

The Net Asset Value per Unit of a Class relating to an Investment Fund is determined by (a) calculating the Net Asset Value of such Investment Fund before the addition of assets or the deduction of liabilities attributable specifically to the relevant Class, (b) apportioning such amount between each Class of Units relating to that Investment Fund by reference to the numbers of undivided shares in that Investment Fund represented by all Units of each Class relating to that Investment Fund in issue, (c) adding the assets attributable specifically to the relevant Class and deducting the liabilities attributable specifically to the relevant Class and (d) dividing the resultant sum by the number of Units of the relevant Class in issue immediately prior to the relevant Dealing Day for such Class of Units.

Publication of Prices

Unless otherwise disclosed in the Appendix of the relevant Investment Fund, the Issue Price and Realisation Price per Unit of each Class of an Investment Fund will be published after the relevant Dealing Day at the Manager's website (www.amundi.com.hk/retail) in English, and (www.amundi.com.hk/zh_retail) in Chinese. The above website has not been reviewed by the Commission.

Suspension of Calculation of Net Asset Value

The Manager may, having regard to the best interests of Unitholders and after consultation with the Trustee, declare a suspension of the determination of the Net Asset Value of any Investment Fund for the whole or any part of any period during which:-

- (a) otherwise than for ordinary holidays, there is a closure of or the restriction or suspension of trading on any securities market on which a substantial part of the investments of that Investment Fund is normally traded or a breakdown in any of the means normally employed in ascertaining the prices of investments or the price of Units; or
- (b) for any other reason the prices of investments of that Investment Fund cannot, in the opinion of the Manager, reasonably, promptly, accurately and fairly be ascertained; or
- (c) circumstances exist as a result of which, in the opinion of the Manager, it is not reasonably practicable to realise any investments of that Investment Fund or it is not reasonably practicable to do so without seriously prejudicing the interests of Unitholders in such Investment Fund; or
- (d) the remittance or repatriation of funds which will or may be involved in the realisation of, or in the payment for, the investments of that Investment Fund or the subscription or realisation of Units is delayed or cannot in the opinion of the Manager be effected at normal prices or carried out promptly at normal rates of exchange.

Whenever the Manager declares such a suspension, it shall, as soon as may be practicable after any such declaration and at least once a month during the period of such suspension, publish a notice at the Manager's website (www.amundi.com.hk/retail) in English, and (www.amundi.com.hk/zh_retail) in Chinese and cause a notice to be given to Unitholders and to all those (whether Unitholders or not) whose applications to subscribe for or realise Units shall have been affected by such suspension stating that such declaration has been made. The above website has not been reviewed by the Commission.

DISTRIBUTION POLICY

The Manager has discretion as to whether or not to make any distribution and as to the amount of distributions. Unless otherwise disclosed in the relevant Appendix, the Manager shall not make any distribution of income or net capital gains realised on the sale of investments, and income, if any, and net capital gains, if any, in respect of the Trust or any Investment Fund will be accumulated and capitalised.

CHARGES AND EXPENSES

Management Fee

The Manager is entitled to receive a monthly management fee accrued on each Dealing Day and payable monthly in arrears out of the assets of each Investment Fund as a percentage of the Net Asset Value of each Class of Unit in an Investment Fund as at the Valuation Time on each Valuation Day for such Class at the rates set out in the Appendix for the relevant Investment Fund subject to a maximum fee of 2% per annum.

The Manager may increase the rates of management fee up to or towards the maximum rates of 2% per annum as specified in the Trust Deed, on giving three months' notice (or such other period as may be agreed with the Commission and the Authority) to the affected Unitholders.

The Manager shall pay the fees of any investment adviser or sub-investment manager to which it had delegated management functions. Any such investment adviser or sub-investment managers will not receive any remuneration directly from any Investment Fund.

Where an Investment Fund invests in a fund managed by the Manager or any of its Connected Persons, no preliminary charge will be payable by the Investment Fund in respect of such investment and no realisation charge will be levied on such Investment Fund in respect of any realisation of such investment.

Trustee Fee

The Trustee is entitled to receive a monthly fee accrued on each Dealing Day and payable monthly in arrears out of the assets of each Investment Fund as a percentage of the Net Asset Value of each Class of Unit in an Investment Fund as at the Valuation Time on each Valuation Day for such Class at the rates set out in the Appendix for the relevant Investment Fund, subject to a maximum fee of 0.2% per annum and a minimum of HK\$125,000 per annum or such other minimum fee as set out in relevant Appendix for the Investment Fund.

The Trustee may, after consulting the Manager, increase the rate of trustee fee payable in respect of each Investment Fund (up to or towards to the maximum rate of 0.2% with a minimum fee of HK\$125,000 per annum as specified in the Trust Deed) on giving three months' notice (or such other period as may be agreed with the Commission and the Authority) to the affected Unitholders.

The Trustee will pay the fees of the Custodian, the Registrar and the Administrator, but not the sub-custodian fees and charges and any other out of pocket expenses which will be paid out of the assets of the relevant Investment Fund.

General Expenses

The preliminary expenses of up to HK\$490,000 incurred in the formation of the Trust

including the preparation and publication of the Explanatory Memorandum, set-up fee payable to the Trustee in relation to the Trust and various fees and taxes to be paid to Public Notary, tax authority, printing costs, legal costs, cost and expenses in obtaining authorization and regulatory approval of the Trust in Hong Kong and all other expenses related to the formation of the Trust will be taken up by the Trust and amortized over a period of three accounting years starting from the inception date of the Initial Investment Fund. Investment Funds that will be established in the future will bear the preliminary expenses relating to their own launching.

The costs of establishment of each subsequent Investment Fund will be borne by the relevant Investment Fund and amortised over such period as the Manager with the approval of the Trustee may determine and as described in the Appendix for the relevant Investment Fund. If any Investment Fund is terminated prior to the expenses being fully amortised, such unamortised amount will be borne by the relevant Investment Fund before its termination. Investors should be aware that amortisation of preliminary expenses over a period of certain number of years is not in compliance with Hong Kong Financial Reporting Standards which requires such expenses to be written off as incurred. The Manager has considered the impact of such non-compliance and does not expect this issue to materially affect the results and Net Asset Value of the initial Investment Fund.

Each Investment Fund will bear the costs set out in the Trust Deed which are directly attributable to it. Where such costs are not directly attributable to an Investment Fund, such costs will be allocated amongst the Investment Funds in proportion to the respective Net Asset Value of all the Investment Funds or in such other manner as the Manager with the approval of the Trustee shall consider fair. Such costs include but are not limited to the costs of investing and realising the investments of the Investment Funds, the fees and expenses of the registrar and the auditors, valuation costs, transaction fee and out of pocket expenses of the Trustee incurred in relation to the administration of the Fund, legal fees, premiums payable in respect of the Trustee's indemnity insurance, the costs incurred in connection with the preparation of supplemental deeds or any listing or regulatory approval, the costs of holding meetings of Unitholders and of giving notices to Unitholders, the fees and expenses of the Trustee which are agreed by the Manager in connection with time and resources incurred by the Trustee reviewing and producing documentation in connection with the operation of any Investment Fund including the filing of annual returns and other statutory information required to be filed with any relevant regulatory authority and the costs incurred in the preparation and printing of any explanatory memorandum.

For so long as the Trust and such Investment Funds are authorised by the Commission and approved by the Authority, no advertising or promotional expenses shall be charged to the Investment Funds so authorised / approved.

Cash Rebates and Soft Commissions

The Manager may share any fees it receives with distributors or agents procuring subscriptions to the Trust. The Manager and its associates may with the consent of the Trustee deal with any Investment Fund, both as principal and agent, and, subject as provided below, may retain any benefit which they receive as a result.

Neither the Manager, any Investment Delegate nor any of their Connected Persons will retain cash or other rebates from brokers or dealers in consideration of directing transactions for an Investment Fund to such brokers or dealers, save that goods and services (soft commissions) as described below may be retained. Any such cash commission or rebates received from any such brokers or dealers shall be for the account of the relevant Investment Fund. Details of any such commissions will be disclosed in the annual and semi-annual report and accounts of the relevant Investment Fund.

The Manager, any Investment Delegate of the relevant Investment Fund or any of their associates may enter into contractual arrangements with a broker or dealer (including any associate of the Manager, Investment Delegate of the relevant Investment Fund or the Trustee) under which such broker or dealer agrees to pay in whole or in part for the provision of goods to and/or the supply of services to the Manager, the Investment Delegate of the relevant Investment Fund or any of their associates in consideration of the Manager, the Investment Delegate of the relevant Investment Fund or any of their Associates procuring that such broker or dealer (or persons connected thereto) execute transactions to be entered into for the account of the Trust. The Manager shall procure that no such contractual arrangements are entered into unless (i) the goods and services to be provided pursuant thereto are of demonstrable benefit to Unitholders (taken as a body and in their capacity as such) whether by assisting the Manager and/or the Investment Delegate of the relevant Investment Fund in their ability to manage the Trust or otherwise; (ii) the transaction execution is consistent with best execution standards and brokerage rates are not in excess of customary institutional full service brokerage rates; (iii) periodic disclosures is made in the Trust's and/or the Investment Fund's annual report in the form describing the soft dollar policies and practices of the Manager or any Investment Delegate including a description of the goods and services received by them; (iv) the availability of such goods and services is not the sole or primary purpose to perform or arrange transaction with such broker or dealer. Such goods and services may include research and advisory services, economic and political analysis, portfolio analysis (including valuation and performance measurement), market analysis, data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and investment-related publications.

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.

TAXATION

The following statements regarding taxation are based on advice received by the Trust regarding the law and practice in force in Hong Kong at the date of this document.

Hong Kong

The Trust / Investment Fund(s)

(a) *Profits Tax:*

Under the current law and practice in Hong Kong, during such time as the Trust / the Investment Fund(s) remains authorised as a collective investment scheme by the SFC under Section 104 of the SFO, the profits of the Trust / the Investment Fund(s) is exempt from Hong Kong Profits Tax.

(b) *Stamp Duty:*

Hong Kong Stamp Duty is ordinarily payable on the sale and purchase or other transfer of Hong Kong stock. "Hong Kong stock" is defined as "stock" the transfer of which is required to be registered in Hong Kong. If the Trust / the Investment Fund(s) does not invest in Hong Kong stock, then the Trust / the Investment Fund(s) should not be subject to Hong Kong Stamp Duty.

The Unitholders

(a) Profits Tax:

Unitholders should not be subject to any Hong Kong Profits Tax on distributions by the Trust / the Investment Fund(s) in accordance with the current law and practice in Hong Kong.

Hong Kong Profits Tax, which is currently charged at the rate of 16.5% for corporations, and 15% for individuals or unincorporated business, will arise on any gains or profits made on the sale, redemption or other disposal of the Units where such transactions form part of a trade, profession or business carried on by Unitholders in Hong Kong and such Units are not capital assets to Unitholders. Unitholders should take advice from their own professional advisers as to their particular tax position.

There is no withholding tax on dividends and interest in Hong Kong.

(b) Stamp Duty:

Hong Kong Stamp Duty is ordinarily payable on the sale and purchase or other transfer of Hong Kong stock. "Hong Kong stock" is defined as "stock" the transfer of which is required to be registered in Hong Kong. Units are regarded as "Hong Kong stock" for these purposes.

No Hong Kong Stamp Duty is payable by Unitholders on the subscription for Units or on the redemption of Units when the Units are extinguished upon redemption.

In addition, no Hong Kong Stamp Duty is payable on the sale or other transfer of Units to the Manager who subsequently re-sells the Units within two months thereof.

Other types of sales or purchases or transfers of the Units by Unitholders should be liable to Hong Kong Stamp Duty of 0.13% (borne by each of the buyer and seller) on the higher of the consideration amount or market value. In addition, a fixed duty of HK\$5.00 is currently payable on any instrument of transfer of Units.

General

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

U.S. FATCA

The U.S. Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act aims to reinforce the fight against U.S. tax avoidance by the "U.S. Persons"¹ holding accounts in foreign countries. Pursuant to FATCA, any non-U.S. financial institution (foreign financial institution or "FFI"), e.g. banks, management companies, investment funds, etc., either has certain reporting obligations with respect to certain incomes of U.S. Persons or is required to withhold tax at the rate of 30 per cent on (i)

¹ Tax "U.S. Person" under the U.S. Internal Revenue Code means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof; or a trust if one or more U.S. Persons have the authority to control all substantial decisions of the trust and a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding the administration of the trust, or an estate of a decedent that is a citizen or resident of the United States.

certain U.S. source income (including, among other types of income, dividends and interests), (ii) gross proceeds from the sale or disposition of assets of a type that produce U.S. sourced dividend or interest, (iii) foreign passthru payments made to certain FFIs, that do not comply with FATCA and to any investor (unless otherwise exempt from FATCA) that does not provide identification information with respect interests maintained by a participating FFI, subject to forthcoming clarification and additional guidance by the IRS. Otherwise the non-compliant FFIs will be subject to a 30% withholding tax on relevant US-sourced payments to them.

Hong Kong and the US signed a “Model 2” intergovernmental agreement (“**Model 2 IGA**”) on 13 November 2014, and according to the terms of the Model 2 IGA, Hong Kong FFIs are required to register with the IRS by July 1, 2014 at the latest, and agree to comply with the requirements of an FFI Agreement, including with respect to due diligence, reporting, and withholding to be qualified as a “Reporting Model 2 FFI”. It is expected that Hong Kong FFIs will not, under certain circumstances, be subject to the above described withholding under FATCA. As of the date hereof, the Trust and/or the Investment Fund(s) is registered with the FATCA status of Reporting Model 2 FFI.

Therefore, investors shall acknowledge that:

- (i) the Trust and the Investment Fund(s) (or any entity appointed by the Trust and the Investment Fund(s) to proceed with the FATCA obligations on their behalf) are required to determine the FATCA status of each holder of an account maintained by them and to identify each account that is a U.S. account, non-U.S. account, account held by a recalcitrant account holder, or account held by a non-participating FFI (“NPFFI”). If the Trust and the Investment Fund(s) (or any entity appointed by the Trust and the Investment Fund(s) to proceed with the FATCA obligations on their behalf) are unable to reliably associate valid documentation with an account holder to determine the FATCA status of such account holder under such required procedures, they must apply the presumption rules of section 3.04 as provided under the FFI Agreement to treat the account holder as a non-consenting account or an NPFFI;
- (ii) in subscribing to the units or holding units of the Trust and the Investment Fund(s), the investors recognize that their personal data can be requested, registered, kept, transferred, treated and analyzed by the Trust and the Investment Fund(s) (or by any entity appointed by the Trust and the Investment Fund(s) to proceed with the FATCA obligations on their behalf) and exchanged for the purposes of the FATCA legislation and will provide the Trust and the Investment Fund(s) (or any entity appointed by the Trust and the Investment Fund(s) to proceed with the FATCA obligations on their behalf) an express consent for them to proceed with the FATCA obligations, to transfer the personal data required to be exchanged under the FATCA legislation and Model 2 IGA when the investor meets the conditions for being considered as having a US account in the Trust and/or the Investment Fund(s) under the meaning of FATCA, or being an NPFFI;
- (iii) with respect to a new account, to provide the Trust and the Investment Fund(s), the Manager, the Trustee and Registrar, or any entity appointed by the Trust and the Investment Fund(s) to proceed with the FATCA obligations on their behalf, as a condition of account opening, the consent required under Hong Kong legal principles (such as, for instance the Personal Data (Privacy) Ordinance) in order for the Trust and the Investment Fund(s) (or any entity appointed by the Trust to proceed with the FATCA obligations on their behalf) to report the account as required under FATCA legislation and Model 2 IGA. If the consent is not provided by the investor, the Trust and the Investment Fund(s) must refuse the opening;

- (iv) if such a consent is not provided to the Trust, the Investment Fund(s), the Manager, the Trustee and Registrar, or any entity appointed by the Trust and the Investment Fund(s) to proceed with the FATCA obligations on their behalf, the investor acknowledges that the Trust and the Investment Fund(s) may treat the investor as a non-consenting U.S. account, report the account in an aggregated way (i.e. a report of certain aggregate information) and may have, under some circumstances, to withhold a 30% tax on withholdable payment made to this non-consenting U.S. account;
- (v) the Trust and the Investment Fund(s) (or any entity appointed by the Trust and the Investment Fund(s) to proceed with the FATCA obligations on their behalf) might be required (in particular if and when withholding would apply on “Foreign Passthru Payments”) to withhold on certain payments, to the extent permitted by applicable laws and regulations, made to the investor qualifying as NPFFI; the Trust, the Investment Fund(s) and/or the Manager in taking any such action shall act in good faith and on reasonable grounds; and
- (vi) in order to avoid the potential future issue that could arise from the “Foreign Passthru payment” mechanism that could apply as from 2019, January 1st and prevent any withholding tax on such payments, the Trust, the Investment Fund(s) the Manager, or their delegated entity reserves the right to prohibit for sale of the units or shares, as from this date, to any NPFFI, particularly whenever it is considered legitimate and justified by the protection of the general interests of the investors in the Trust and Investment Fund(s).

The foregoing does not purport to be a complete analysis of all relevant tax rules and considerations, nor does it purport to be a complete listing of all potential tax risks inherent in purchasing or holding units of the Trust and/or the Investment Fund(s) or tax advice. Each investor should consult its own professional advisors on the possible tax and other consequences of buying, holding, selling or redeeming Units under the laws of the jurisdictions to which it is subject, including with regard to the applicability of FATCA and any other reporting and withholding regime to their investments in the Trust and the Investment Fund(s).

Automatic Exchange of Financial Account Information (“AEOI”)

The Organisation for Economic Cooperation and Development (“**OECD**”) released in July 2014 the AEOI, calling on governments to collect from financial institutions (“FIs”) financial account information of overseas tax residents and exchange the information with jurisdictions of residence of the relevant account holders on an annual basis. Hong Kong indicated in the Global Forum on Transparency and Exchange of Information for Tax Purposes in September 2014 its commitment for implementing AEOI, with a view to commencing the first information exchanges by the end of 2018.

Under the OECD standard for AEOI (comprising among others, model Competent Authority Agreement (“**CAA**”) and Common Reporting Standard (“**CRS**”)), an FI is required to conduct due diligence procedures, so as to identify reportable accounts held by tax residents of reportable jurisdictions (i.e. in the context of Hong Kong, non-Hong Kong tax residents who are liable to tax by reason of residence in the AEOI partner jurisdictions with which Hong Kong has entered into an AEOI arrangement), and collect the reportable information in respect of these relevant accounts. FIs are also required to report such information to the tax authority in a specified format. Upon receipt of the information from FIs, the tax authority will exchange the relevant information with their counterparts in the reportable jurisdictions concerned on an annual basis.

To provide a legislative framework for the implementation of AEOI in Hong Kong, the Inland Revenue (Amendment) (No. 3) Ordinance 2016 was gazetted on 30 June 2016 to amend the Inland Revenue Ordinance (Cap. 112) (“**IRO**”) to incorporate the essential requirements of the AEOI standard, namely key provisions of CAA and due diligence requirements as laid down in CRS. In addition, the Hong Kong Inland Revenue Department (“**IRD**”) published guidance for FIs to assist them in complying with the CRS obligations on 9 September 2016. On 1 March 2019, the Inland Revenue (Amendment) (No. 2) Ordinance 2019 was gazetted to refine the IRO with respect to the legislative framework of AEOI and expand Hong Kong’s network for tax information exchange.

Under the IRO and the guidance published, details of the Unitholders (i.e. financial account holders), including but not limited to their name, date and place of birth, address, jurisdiction of tax residence, tax identification number, account details, account balance/value and income/sale or redemption proceeds may be reported to the IRD, which will as a matter of course exchange the same with the competent authority of the relevant reportable jurisdiction(s).

Unitholders and prospective investors should consult their professional advisors on the possible tax and other consequences with respect to the implementation of the AEOI.

ACCOUNTS AND REPORTS

The Trust’s year end is 30 November in each year, commencing 30 November 2006. Audited accounts are made available to Unitholders within four months of the end of each financial year. The Manager will make available unaudited semi-annual reports to Unitholders within two months of the end of the period which they cover. Such reports will contain a statement showing the value of each investment comprised in the relevant Investment Fund and the amount of such Investment Fund represented by cash at the end of the relevant period. The annual audited accounts and unaudited semi-annual reports are available in English only.

Starting from the annual report and audited accounts dated 30 November 2011, instead of distributing printed copies of the financial reports, the Unitholders will be notified of where such reports can be obtained (in printed and electronic form). Such notices will be issued within four months of the end of the relevant year in case of the annual audited accounts, and within two months of the end of the period to which they relate in case of the unaudited semi-annual reports. Unitholders will be notified of the means of accessing the financial reports as and when they become available. Printed copies of the financial reports will also be available at the offices of the Manager upon request.

TERMINATION OF THE TRUST OR ANY INVESTMENT FUND

Termination of the Trust

The Trust shall continue for a period of 80 years from the date of the Trust Deed or until it is terminated in one of the ways set out below, in each case subject to the approval of the Authority.

1. The Trustee may terminate the Trust if:
 - (a) the Manager goes into liquidation or if a receiver is appointed over any of the Manager’s assets and not discharged within 60 days; or

- (b) in the opinion of the Trustee, the Manager is incapable of performing its duties properly or fails to perform its duties satisfactorily or does 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 Unitholders; or
 - (c) the Trust ceases to be authorised or otherwise officially approved pursuant to the MPF Ordinance or the Securities and Futures Ordinance of Hong Kong or if any law is passed which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Trust; or
 - (d) the Manager ceases to manage the Trust and the Trustee fails to appoint a successor manager within a period of 30 days; or
 - (e) if the Trustee shall have notified the Manager of its desire to retire as trustee and the Manager shall be unable within a reasonable period of time (not exceeding 90 days) to find a suitably qualified corporation to act as a successor trustee.
2. The Manager may terminate the Trust if:
- (a) the Net Asset Value of the Trust falls below US\$5 million; or
 - (b) the Trust ceases to be authorised or otherwise officially approved pursuant to the MPF Ordinance or the Securities and Futures Ordinance of Hong Kong or if any law is passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the Trust.
3. Unitholders may at any time terminate the Trust by extraordinary resolution with effect from the date such extraordinary resolution is passed or such later date (if any) as such extraordinary resolution may provide.

Where the Trust is terminated as provided in paragraph 1 or paragraph 2 above, the party terminating the Trust must give not less than 3 months' prior notice in respect of termination to Unitholders.

Termination of Investment Fund

An Investment Fund may be terminated in one of the ways set out below, in each case subject to the approval of the Authority.

1. The Manager may terminate an Investment Fund if:
- (a) the Net Asset Value of the Investment Fund falls below US\$5 million;
 - (b) the Investment Fund ceases to be authorised or otherwise officially approved pursuant to the MPF Ordinance or the Securities and Futures Ordinance of Hong Kong or if any law is passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the Investment Fund.

The Manager shall give not less than 3 months' prior notice in respect of termination to Unitholders of the Investment Fund.

2. Unitholders of the relevant Class or Classes of an Investment Fund may at any time terminate such Investment Fund by extraordinary resolution with effect from the date such extraordinary resolution is passed or such later date (if any) as such extraordinary resolution may provide.

Unclaimed Proceeds

Any unclaimed proceeds or other cash held by the Trustee upon termination of the Trust or an Investment Fund, as the case may be, may at the expiration of twelve months from the date upon which the same were payable be paid into court subject to the right of the Trustee to deduct therefrom any expenses it may incur in making such payment.

MERGER OF AN INVESTMENT FUND

The Manager may propose a scheme of amalgamation under which an Investment Fund is merged with another collective investment scheme (including another Investment Fund). Such scheme of amalgamation will only take effect if approved by the Authority and by an extraordinary resolution of affected Unitholders. If so approved the scheme of amalgamation will be binding on all Unitholders of the relevant Class or Classes and will take effect from the date specified in such extraordinary resolution.

TRUST DEED

The Trust was established under Hong Kong law by a trust deed dated 17 March 2006 made between the Manager and the Trustee. All holders of Units 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 and their relief from liability in certain circumstances. Unitholders and intending applicants are advised to consult the terms of the Trust Deed.

MODIFICATION OF TRUST DEED

Subject to the approval of the Authority and the Commission (if required), the Trustee and the Manager may agree to modify the Trust Deed by supplemental deed provided that in the opinion of the Trustee such modification (i) is not materially prejudicial to the interests of Unitholders, does not operate to release to any material extent the Trustee, the Manager or any other person from any responsibility to the Unitholders and (with the exception of the costs of preparing and executing the relevant supplemental deed) does not increase the costs and charges payable out of the assets of the Trust or (ii) is necessary in order to comply with any fiscal, statutory, regulatory or official requirement including, but not limited to, the MPF Ordinance and/or any subsidiary legislation or official requirements relating thereto or (iii) is made to correct a manifest error. In all other cases modifications involving material changes require the sanction of an extraordinary resolution of the Unitholders affected.

Any modifications to the Trust Deed, unless they are sanctioned by an extraordinary resolution of the Unitholders affected or in the opinion of the Trustee are not of material significance or are made to correct a manifest error, will be notified to the Unitholders as soon as practicable after they are made.

MEETING OF UNITHOLDERS AND VOTING RIGHTS

The Trust Deed provides for meetings of Unitholders to be convened by the Trustee or the Manager upon 21 days' notice and for the Manager to convene a meeting at the written request of Unitholders together registered as holding not less than one-tenth in value of the Units in issue. Notices of meetings of Unitholders will be posted to Unitholders.

Proxies may be appointed. The quorum at Unitholders' meetings is Unitholders present in person or by proxy holding not less than 10 per cent (or, in relation to a resolution proposed as an extraordinary resolution, 25 per cent) of the Units in issue. If a quorum is not present, the meeting will be adjourned for not less than 15 days. Separate notice of any adjourned meeting will be given, and at an adjourned meeting Unitholders whatever their number or the number of Units held by them will form a quorum.

An extraordinary resolution is required under the Trust Deed for certain purposes and is a resolution proposed as such and passed by a majority of 75 per cent of the total number of votes cast.

The Trust Deed contains provisions for the holding of separate meetings of Unitholders holding different Classes of Units where only the interests of Unitholders of a particular Class are affected.

The Trust Deed provides that at any meeting of Unitholders, on a show of hands, every Unitholder who (being an individual) is present in person or (being a partnership or corporation) is present by an authorised representative shall have one vote and, on a poll, every Unitholder who is present as aforesaid or by proxy shall have one vote for every Unit of which he is the holder.

TRANSFER OF UNITS

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

Each instrument of transfer must relate to a single Class of Units only. No Units may be transferred if, as a result, either the transferor or the transferee would hold Units having a value less than the minimum holding of the relevant Class (if any) as specified in the relevant Appendix.

COMPULSORY REALISATION OR TRANSFER OF UNITS

The Manager may require a Unitholder to transfer the Unitholder's Units or, failing such transfer, may realise such Units in accordance with the Trust Deed if it shall come to the notice of the Manager that the Unitholder holds such Units (a) in breach of the law or requirements of any country, any governmental authority or any stock exchange on which such Units are listed or (b) in circumstances (whether directly or indirectly affecting such Unitholder and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Manager to be relevant) which, in the opinion of the Manager, might result in the Trust or any Investment Fund incurring any liability to taxation or suffering any other pecuniary disadvantage which the Trust or any Investment Fund might not otherwise have incurred or suffered.

LIQUIDITY RISK MANAGEMENT

The Manager has established a liquidity management policy which enables it to identify, monitor and manage the liquidity risks of each Investment Fund and to ensure that the liquidity profile of the investments of each Investment Fund will facilitate compliance with the Investment Fund's obligation to meet realisation requests.

The Manager would regularly assess the liquidity of each Investment Fund's assets under the current and likely future market conditions. The Manager may also set an internal limit as to each individual investment that may be held by an Investment Fund.

The Manager may use a range of quantitative metrics and qualitative factors in assessing the liquidity of an Investment Fund's assets including the following:

- the volume and turnover in the security;
- (where the price is determined by the market) the size of the issue and the portion of the issue that the Manager plans to invest in;
- the cost and timeframe to acquire or sell the securities;
- an independent analysis of historic bid and offer prices may indicate the relative liquidity and marketability of the instrument; and
- the quality and number of intermediaries and market makers dealing in the security concerned.

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

- the Manager may limit the number of Units of any Investment Fund realised on any Dealing Day (whether by sale to the Manager or by cancellation by the Trustee) to 10% of the total Net Asset Value of Units of such Class or Classes in relevant Investment Fund in issue (subject to the conditions under the heading "**Restrictions on Realisation**" in the section headed "**REALISATION OF UNITS**"). If such limitation is imposed, this would restrict the ability of a Unitholder to realise in full the Units he intends to realise on a particular Dealing Day;
- the Manager may suspend realisation under exceptional circumstances as set out under the heading "**Suspension of Calculation of Net Asset Value**" in the section headed "**CALCULATION OF NET ASSET VALUE AND ISSUE AND REALISATION PRICES**". During such period of suspension, Unitholders would not be able to realise their Units in the relevant Investment Fund; and
- the Manager may borrow up to 10% of the latest available Net Asset value of an Investment Fund including for the purposes of meeting realisation requests relating to the relevant Investment Fund.

In practice, the Manager will consult the Trustee before the use of these mechanisms. Investors should note that there is a risk that these mechanisms may be ineffective to manage liquidity and realisation risks.

CONFLICTS OF INTEREST AND TRANSACTION WITH CONNECTED PERSONS

The Manager and the Trustee may from time to time act as trustee, administrator, registrar, manager, custodian, investment manager or investment adviser, representative or otherwise as may be required from time to time in relation to, or be otherwise involved in or with, other funds and clients which have similar investment objectives to an Investment Fund. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the relevant Investment Fund. Each will, at all times, have regard in such event to its obligations to the Investment Fund and will endeavour to ensure that such conflicts are resolved fairly. In any event, the Manager shall ensure that all investment opportunities will be fairly allocated.

Cash forming part of the property of an Investment Fund may be placed as deposits with the Trustee, the Manager, any Investment Delegate or with any of their Connected Persons (being an institution licensed to accept deposits) as long as such deposit shall be maintained in a manner that is in the best interests of the Unitholders of the relevant Investment Fund, having regard to the prevailing commercial rate for a deposit of a similar type, size and term, negotiated at arm's length in accordance with ordinary and normal course of business.

Money can be borrowed from the Trustee, the Manager, any Investment Delegate or any of their Connected Persons (being a bank) provided that the rate of interest on the borrowing and any fee or premium payable to such bank for arranging, repaying or terminating the loan is of no greater amount than is accordance with its normal banking practice, the commercial rate for a loan of a similar size, nature and duration in circumstances similar to those then prevailing in relation to the relevant Investment Fund negotiated at arm's length.

Any transactions for the account of an Investment Fund with the Manager, any Investment Delegate or any of its Connected Persons as principal may only be made with the prior written consent of the Trustee and such transactions shall be on an arm's length basis.

All transactions carried out or on behalf of the Trust for the account of an Investment Fund must be executed at arm's length and in the best interests of Unitholders and executed on the best available terms. The value of commissions paid in effecting transactions with brokers or dealers connected to the Manager, may not without the consent of the Commission, in aggregate account for more than 50% of an Investment Fund's total value of commissions paid in respect of transactions effected for the account of the relevant Investment Fund in any one financial year of the Investment Fund.

The Manager may from time to time for the account of an Investment Fund enter into underwriting or sub-underwriting contracts in relation to the subscription or purchase of investments with the prior consent of the Trustee, upon such terms in all respects as it shall think fit subject always to the provisions of the Trust Deed and provided that no such contract for the account of an Investment Fund shall relate to an investment which if acquired would constitute a holding for the account of such Investment Fund in excess of the permitted limits. All commissions and fees payable to the Manager under such contracts, and all investments acquired pursuant to such contracts, will form part of the Investment Fund's assets.

DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the Trust Deed and any material contract in relation to an Investment Fund (as disclosed in the relevant Appendix) are available for inspection free of charge at any time during normal business hours on any day (excluding Saturdays, Sundays and public holidays) at the office of the Manager.

Copies of the Trust Deed and the material contract can be purchased from the Manager on payment of a reasonable fee.

ANTI-MONEY LAUNDERING REGULATIONS

As part of the Trustee's and the Manager's responsibility for the prevention of money laundering, they may require a detailed verification of an investor's identity and the source of the payment of application moneys. Depending on the circumstances of each application, a detailed verification might not be required where:

- (i) the applicant makes the payment from an account held in the applicant's name at a recognised financial institution; or
- (ii) the application is made through a recognised intermediary.

These exceptions will only apply if the financial institution or intermediary referred to above is within a country recognised as having sufficient anti-money laundering regulations.

The Trustee and the Manager reserve the right to request such information as is necessary to verify the identity of an applicant and/or its ultimate beneficial owner and the source of the payment. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Trustee and/or the Manager may refuse to accept the application and the application moneys relating thereto.

The Trustee will treat information about the Trust or any of the services provided hereunder ("**Confidential Information**") as secret and confidential and will not, without the Manager's prior written consent or authority, disclose to any third party the Confidential Information except in the following circumstances (in which case the Confidential Information may be disclosed to third parties, including any connected person of the Trustee): (a) where necessary to perform the Trustee's obligations under the Trust Deed; or (b) where the Trustee is under a legal or regulatory obligation (including an obligation imposed by any regulatory authority to do so, or where the law permits it in certain limited circumstances to do so), or the Trust has been requested to do so by any legal, regulatory, governmental or fiscal body in any jurisdiction.

The Trustee may collect, use and disclose personal data in relation to the Trust or individuals associated with the Trust, so that the Trustee can carry out its obligations to the Trust and for other purposes, including monitoring and analysis of its business, fraud and crime prevention, money laundering, legal and regulatory compliance, and the marketing by the Trustee or any member of the HSBC Group. The Trustee may also transfer the personal data to any country to process information on the Trustee's behalf. Where it is processed, the personal data will be protected by a strict code of secrecy and security to which all subsidiaries of HSBC Holdings plc, their staff and any third parties involved in processing such data are subject to and will only be used in accordance with the Trustee's instructions.

FURTHER INFORMATION

Unitholders may contact Amundi Hong Kong Limited, the Manager, for any queries or complaints in relation to the Trust and its Investment Funds. To contact the Manager, unitholders may either:

- write to the Manager (address at 901-908, One Pacific Place, No.88 Queensway, Hong Kong); or
- call the Manager's Customer Service Hotline: 2521 4231.

The Manager will respond to any enquiry or complaint within one month.

APPENDIX 1

AMUNDI HK - GREEN PLANET FUND (a sub-fund of Amundi HK MPF Series)

This Appendix forms part of and should be read in conjunction with the Explanatory Memorandum for Amundi HK MPF Series

INTRODUCTION

This Appendix has been prepared in connection with the offering of Units of the following Classes in the Investment Fund:

- Class Classic HKD – Accumulation²,
- Class Classic HKD – Distribution³,
- Class Classic USD – Distribution³,
- Class Classic RMB – Distribution³, and
- Class Institutional I HKD – Accumulation⁴.

INVESTMENT IN CLASS INSTITUTIONAL I UNITS OF AMUNDI HK - GREEN PLANET FUND IS ONLY AVAILABLE TO CERTAIN TRUSTEES OF MASTER TRUST RETIREMENT SCHEMES.

INVESTMENT IN CLASS CLASSIC UNITS OF AMUNDI HK - GREEN PLANET FUND IS AVAILABLE TO INVESTORS OTHER THAN TRUSTEES OF MASTER TRUST RETIREMENT SCHEMES.

The Base Currency of the Investment Fund is HK dollars.

The Manager has the discretion to establish new Classes of Units from time to time.

Investors should note that this Appendix forms part of and should be read in conjunction with the Explanatory Memorandum of the Investment Fund.

² Prior to 29 July 2022, “Class Classic HKD – Accumulation” was known as “Class I Unit”.

³ Please note that Class Classic HKD – Distribution, Class Classic USD – Distribution and Class Classic RMB – Distribution will be available for subscription with effect from 29 July 2022.

⁴ Prior to 29 July 2022, “Class Institutional I HKD – Accumulation” was known as “Class S Unit”.

PRINCIPAL TERMS

DEFINITIONS

Terms used in this Appendix shall, unless otherwise defined herein or unless the context otherwise requires, have the same meaning as provided for in the Explanatory Memorandum.

“Base Currency”	HK dollars;
“Business Day”	means a day on which banks are generally open for business in Hong Kong (excluding Saturdays, Sundays and public holidays, gale warning days and black rainstorm warning days) or such other day or days as the Manager and the Trustee may agree;
“Class”	a class of Units in the Investment Fund, currently being Class Classic and Class Institutional I;
“Class Classic”	means the Class of Units created and designated as Class Classic, attributable to the Investment Fund;
“Class Currency”	Class Classic: HKD, USD, RMB Class Institutional I: HKD;
“Class Institutional I”	means the Class of Units created and designated as Class Institutional I, attributable to the Investment Fund;
“Dealing Day”	each Business Day or such other day or days as the Manager may from time to time determine;
“Dealing Deadline”	5:00 pm (Hong Kong time) on each Dealing Day, or such other time or day as the Manager may from time to time with the approval of the Trustee determine;
“ESG”	means “environmental, social and corporate governance”, which are three central factors used in assessing the sustainability and ethical impact of an investment in securities of an issuer;
“Initial Offer Period”	the Dealing Day on which the application for the Units of such Class by investor(s) is first accepted (or such other date or dates as may be agreed between the Trustee and the Manager);
“Initial Offer Price”	in relation to the following Class of Units, means – Class Classic HKD – HKD10 Class Classic USD – USD10 Class Classic RMB – RMB 10 (or such other sum which the Manager may determine prior to the commencement of the Initial Offer Period);
“Investment Fund”	Amundi HK - Green Planet Fund;

“RMB”	means Renminbi, the lawful currency of the People’s Republic of China;
“Valuation Day”	each Dealing Day or such other day as the Manager may from time to time determine subject to the relevant provisions of the Trust Deed;
“Valuation Time”	the close of business in the last relevant market on each Dealing Day or such other time on such Business Day as the Manager and the Trustee may from time to time determine.

INVESTMENT CONSIDERATIONS

Investment Objective The Investment Fund aims to provide investors with long term capital appreciation through well diversified investments in global equities principally (i.e. at least 70% of its latest available Net Asset Value) by investing in companies according to (1) their environmental ratings and (2) financial performance expectations, with a view to outperforming the MSCI World Index over the medium to long term.

Investment Strategy The Investment Fund intends to invest fully in equity securities but, subject to the limitations required by the MPF (General) Regulation, the Investment Fund may also invest up to 30% of its latest available Net Asset Value in cash deposits, index-tracking collective investment schemes, convertible bonds and/or authorized unit trust(s) or authorized mutual fund(s) permitted by the MPF (General) Regulation for performance management purposes. In selecting such index-tracking collective investment schemes, convertible bonds and authorized unit trust or authorized mutual fund for investment by the Investment Fund, the Manager will not take into account the environmental criteria mentioned herein.

Stock selection policy

The Investment Fund aims to minimize adverse environmental impact by going overweight (i.e. purchase or increase the Investment Fund’s investments) on securities of companies with a comparatively good environmental profile while going underweight (i.e. dispose of or reduce the Investment Fund’s investments) on securities of companies with a comparatively poor environmental profile.

The Manager will select the securities for investment by the Investment Fund from the constituent securities of the MSCI World Index (which covers all the major world stock markets including but not limited to North America, Europe, Asia and Japan) with reference to the companies’ environmental profile as determined by the Manager’s proprietary environmental rating which considers multiple criteria (as discussed below) as well as financial parameters.

In addition, environmental criteria and exclusion policy (as discussed below) are also taken into consideration throughout the stock selection process.

The Investment Fund may also hold non-constituent securities albeit for a short period of time due to corporate actions such as spinning-off, or index rebalancing. The Investment Fund will not invest in emerging market equities.

Proprietary environmental rating methodology

In order to assign an environmental rating to all the companies in the Investment Fund's investment universe, the Manager has developed a proprietary environmental rating methodology combining a quantitative approach with a qualitative analysis.

- Qualitative analysis involves ESG analysis based on universally recognised international texts, such as the United Nations Global Compact, the Kyoto Protocol, the Sustainable Development Goals etc.
- On the quantitative approach, the Manager's ESG research team leverages on the extra-financial data provided by suppliers, including ESG scores, ESG controversies and other ESG-related information, such as data on carbon emission, use of fossil fuels and green energy.

Exclusion policy

The Manager intends to exclude companies that attain the lowest 30% environmental rating from the Investment Fund's investment universe (i.e. the constituent securities of the MSCI World Index), and include companies with a comparatively good environmental rating in the portfolio to achieve an overall better environmental profile relative to the MSCI World Index.

The exclusion policy is also based on the Manager's carbon exclusion policy, which is in accordance with its parent company, Crédit Agricole Group's commitments to combating climate change and managing the energy transition. The Manager applies specific sectoral exclusions to industries which the Manager considers to be controversial including coal and tobacco. By assigning an environmental rating of the lowest grade to the companies within these industries.

Environmental criteria considered

The Manager will take into account the following environmental criteria or attributes when selecting the securities to be invested by the Investment Fund: low emissions and energy use, renewable energy, green car, green chemistry, sustainable construction, responsible forest management, paper recycling, green investing, green insuring, green business, and water waste management, recycling, biodiversity and pollution control. It is expected that up to

100% of the securities invested by the Investment Fund will reflect these stated green focus.

Performance benchmark

The performance of the Investment Fund is benchmarked against the MSCI World index. The Manager does not benchmark the performance of the Investment Fund against any ESG benchmark.

Securities financing transactions

The Investment Fund will not engage in securities lending transactions, sale and repurchase and reverse repurchase transactions.

Balance Between Different Kinds of Securities and Other Assets

With an exception of a small portion that may be held in cash or cash based investments or other short-term bonds permitted by the MPF (General) Regulation for operational and cash management purposes, most of the assets of the Investment Fund are invested in equity securities.

The geographical distribution of investments will be driven purely by bottom-up stock selection processes based on the securities comprised in the MSCI World Index which covers all the major world stock markets including but not limited to North America, Europe, Asia and Japan. The Investment Fund will not invest in emerging market equities.

Acquisition, Holding and Disposal of Financial Futures Contracts and Financial Option Contracts

The Manager may acquire futures and options contracts for the account of the Investment Fund for hedging purposes as permitted under the MPF (General) Regulation, the Code on MPF Investment Funds and the Commission's Code on Unit Trusts and Mutual Funds. Neither a financial futures contract nor a financial option contract should be acquired unless it is traded on an approved futures exchange or an approved stock exchange.

Risk Inherent and Expected Return

The inherent risk and expected return of the Fund is associated with the global stock markets.

Unless otherwise agreed with the Commission and the Authority, the Manager will give one month's notice (or such other period as may be agreed with the Commission and the Authority) in respect of any change in the investment objectives and policies of the Investment Fund to the affected Unitholders.

Use of derivative / investment in derivatives

The Investment Fund's net derivative exposure may be up to 50% of the Investment Fund's latest available Net Asset Value.

Further information about the Investment Fund can be found at www.amundi.com.hk. This website has not been reviewed by the Commission.

Investors should note that the statements of investment objective for the Investment Fund set out above represent the Manager's expectations based on the Manager's past experience. However, there is no guarantee that such investment objective will be achieved.

ADDITIONAL RISK FACTORS

In addition to the specific risk factors set out below, investors should also refer to the relevant risks mentioned in the "Risk Factors" section in the Explanatory Memorandum.

Equity Risk The inherent risk and expected return of the Investment Fund is associated with the risks of investing in global stock markets.

Concentration Risk The Investment Fund's investment is concentrated in the securities of companies with certain environmental ratings. This lack of diversification may give rise to higher concentration risk and may render the value of the Investment Fund more volatile than funds that invest in more diversified assets. As a consequence, the aggregate return of the Investment Fund may be adversely affected by the unfavorable performance of that single sector the Investment Fund invests in.

Risk of Small and Medium companies-related investments The Investment Fund may invest in securities of small and medium companies and thus, is subject to the risk of small and medium companies-related investments. This risk represents the fact that although investment in smaller and medium companies offers the possibility of higher returns, it also involves a higher degree of risk, due to higher risks of failure or bankruptcy as well as reduced volume of quoted securities which imply a higher liquidity risk. Finally, investment in small and medium sized companies also implies that the security may be subject to accentuated market movements, hence increasing its intrinsic market price risk.

ESG Investment Policy Risk The use of ESG criteria may cause the Investment Fund to perform differently compared to similar Investment Funds that do not use such criteria.

In order to meet such criteria, the Manager may have to sell certain securities held by the Investment Fund when it is financially disadvantageous to do so, and/or forego opportunities to buy when it is otherwise financially advantageous to do so. This may also increase the concentration of ESG-related securities in the Investment Fund's portfolio, and its value may become more volatile than that of an Investment Fund invested in a more diversified portfolio.

In the event the ESG characteristics of a security held by the Investment Fund change, resulting in the Manager having to sell the security, neither the Investment Fund nor the Manager accept liability in relation to such change.

There is a lack of standardised taxonomy in ESG evaluation methodologies and the way in which different funds that use ESG criteria will apply such criteria may vary. The Manager will use its own methodologies, involving its subjective judgment, in analysing and evaluating the ESG scoring of a security or its issuer. There is a risk that the Manager may not apply the relevant green criteria correctly or that an Investment Fund may have indirect exposure to issuers who do not meet the relevant ESG criteria used by the Investment Fund.

The Manager's ESG assessment may also depend on information and data from third parties (which may include providers for research, reports, screening, ratings and/or analysis such as index providers and consultants), which may be incomplete, inaccurate or unavailable. As a result, there is a risk that the Manager may incorrectly assess a security or issuer. There is also a risk that the Manager may not apply the relevant ESG criteria correctly or that the Investment Fund could have indirect exposure to issuers who do not meet the relevant ESG criteria used by the Investment Fund. Neither the Investment Fund nor the Manager make any representation or warranty, express or implied, with respect to the fairness, correctness, accuracy, reasonableness or completeness of such ESG assessment

RMB Class(es) related risk (with effect from 29 July 2022)

Starting from 2005, the exchange rate of the RMB is no longer pegged to the U.S. Dollar. While the RMB has now moved to a managed floating exchange rate based on market supply and demand with reference to a basket of foreign currencies, movement in RMB is still subject to policy control. The daily trading price of the RMB against other major currencies in the inter-bank foreign exchange market would be allowed to float within a narrow band around the central parity published by the People's Bank of China. As the exchange rates are influenced by government policy and market forces, the exchange rates for RMB against other currencies, including U.S. Dollars and Hong Kong dollars, are susceptible to movements based on external factors. Accordingly, the investment in RMB Class(es) of the Investment Fund may be adversely affected by the fluctuations in the exchange rate between RMB and other foreign currencies.

RMB is currently not a freely convertible currency. The supply of RMB and the conversion of foreign currency into RMB are subject to exchange control policies and restrictions imposed by the Mainland authorities. Such exchange control policies and restrictions are subject to change, and the position of the Investment Fund and its investors may be adversely affected. As RMB is not freely convertible, currency conversion is subject to

availability of RMB at the relevant time. As such, in case of sizable redemption requests for the RMB Class(es) are received, the Manager has the absolute discretion to delay any payment of redemption requests from the RMB Class(es) where it determines that there is not sufficient RMB for currency conversion by the Investment Fund for settlement purpose. In any event, for proper redemption requests received before the Dealing Deadline, realisation proceed will be paid no later than one calendar month after the receipt of the properly documented realisation request.

For “non-hedged” RMB Class(es), since the unit prices of RMB Class(es) are denominated in RMB, but the Investment Fund will have limited RMB-denominated underlying investments and its Base Currency is HKD, so even if the prices of underlying investments and/or value of the Base Currency rise or remain stable, investors may still incur losses if RMB appreciates against the currencies of the underlying investments and/or the Base Currency more than the increase in the value of the underlying investments and/or the Base Currency. Furthermore, under the scenario where RMB appreciates against the currencies of the underlying investments and/or the Base Currency, and the value of the underlying investments decreased, the value of investors’ investments in RMB Class(es) may suffer additional losses.

When calculating the value of the RMB Class(es), the offshore RMB in Hong Kong (the “**CNH**”) will be used. The CNH rate may be at a premium or discount to the exchange rate for onshore RMB in Mainland China (the “**CNY**”) and there may be significant bid and offer spreads. While CNH and CNY represent the same currency, they are traded in different and separate markets which operate independently. As such, CNH does not necessarily have the same exchange rate and may not move in the same direction as CNY. Any divergence between CNH and CNY may adversely impact investors.

The value of the RMB Class(es) thus calculated will be subject to fluctuation. The exchange rate of RMB may rise or fall. There can be no assurance that RMB will not be subject to devaluation. Any devaluation of RMB could adversely affect the value of investors’ investments in the RMB Class(es) of the Investment Fund. Non-RMB based (e.g. Hong Kong) investors may have to convert Hong Kong dollar or other currencies into RMB when investing in the RMB Class(es). Subsequently, investors may also have to convert the RMB redemption proceeds (received when selling the units) and RMB dividends received (if any) back to Hong Kong dollar or other currencies. During these processes, investors will incur currency conversion costs and may suffer losses in the event that RMB depreciates against Hong Kong dollar or such other currencies upon receipt of the RMB redemption proceeds and/or RMB dividends (if any).

Risks relating to distribution policy (with effect from 29 July 2022)

For the distribution Classes, the Manager may at its discretion determine to pay dividends out of income and/or capital of the Investment Fund. In addition, the Manager may at its discretion pay dividends out of gross income while charging / paying all or part of

the Investment Fund's fees and expenses to / out of the capital of the Investment Fund, resulting in an increase in distributable income for the payment of dividends by the Investment Fund, in which case, the Investment Fund is effectively paying dividends out of capital. Payment of dividends out of capital and/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. Such distributions may result in an immediate reduction in the Net Asset Value per Unit of the Investment Fund.

In addition, returns to investors will vary from year to year depending on the dividend income and capital returns generated by the underlying investments. The Manager aims to declare and pay dividends every calendar month for those registered Unitholders as at the end of a calendar month. However, the amount and rate of distribution are not guaranteed and are subject to the discretion of the Manager. The Manager may change the Investment Fund's dividend distribution policy (including for example the frequency of distributions) subject to the Commission's prior approval (where necessary) and by giving not less than one month's prior notice to affected Unitholders.

Investments in the distribution Classes are not an alternative to a savings account or fixed-interest paying investment. The amount of distributions paid by distribution Classes is unrelated to expected or past income or returns of these Unit Classes or the Investment Fund. The distribution can thus be higher or lower than the income and return that were effectively realized. The distribution Classes will continue to distribute in periods that the Investment Fund has negative returns or is making losses, which further reduces the Net Asset Value of the Investment Fund. In extreme circumstances, investors may not be able to get back the original investment amount.

The amount of distributions for the distribution Classes will be determined at the discretion of the Manager in terms of the relevant Class Currency and will not take into account the fluctuations in the exchange rate between the Base Currency of the Investment Fund and the relevant Class Currency subsequent to the determination of the amount of distributions in terms of the relevant Class Currency.

INVESTMENT AND BORROWING RESTRICTIONS

The Investment Fund is subject to the investment restrictions as set out in the Explanatory Memorandum under the section headed "Investment and Borrowing Restrictions".

INVESTING IN THE INVESTMENT FUND

Class	Class Classic	Class Institutional I
Minimum Initial Subscription	HK\$10,000 (or equivalent in the relevant Class Currency)	N/A

Minimum Subsequent Subscription	N/A	N/A
Minimum Holding	N/A	N/A
Minimum Redemption Amount	N/A	N/A

DISTRIBUTION POLICY

The following disclosures will apply until 29 July 2022:

The Manager does not intend to make distributions in respect of the Investment Fund. Income earned by the Investment Fund will be reinvested in the Investment Fund and reflected in the value of Units of the Investment Fund.

The following disclosures will apply with effect from 29 July 2022:

Dividend distribution policy

In respect of the distribution Classes of the Investment Fund (i.e. Class Classic HKD – Distribution, Class Classic USD – Distribution and Class Classic RMB – Distribution), the Manager aims to declare and pay dividends every calendar month for those registered Unitholders as at the end of a calendar month. However, the amount and rate of distribution are not guaranteed and are subject to the discretion of the Manager. The Manager may change the Investment Fund’s dividend distribution policy (including for example the frequency of distributions) subject to the Commission’s prior approval (where necessary) and by giving not less than one month’s prior notice to affected Unitholders.

Dividends will be paid on the seventh Business Day after the relevant month. Payment of dividends is made in the form of cash payment in the currency of the relevant Class of Units of the Investment Fund. Dividends are generally paid out of investment income and interest of the distribution Classes of the Investment Fund. However, for better stability of the cash returns, there is a chance that the distribution Classes make dividend payments out of capital. The Manager has the sole discretion to determine whether a distribution is to be made out of income and/or capital of the Investment Fund. In addition, the Manager may at its discretion pay dividends out of gross income while charging / paying all or part of the Investment Fund’s fees and expenses to / out of the capital of the Investment Fund, resulting in an increase in distributable income for the payment of dividends by the Investment Fund, in which case, the Investment Fund is effectively paying dividends out of capital.

Payment of dividends out of capital and/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 distribution involving payment of dividends out of capital or payment of dividends effectively out of capital (as the case may be) may result in an immediate reduction of the Net Asset Value per Unit of the distribution Classes.

Accordingly, the level of dividend does not necessarily indicate the total return of the Investment Fund. In order to assess the total return of the Investment Fund, both the Net Asset Value movement (including dividend) and the dividend distribution should be considered. The compositions of dividends (i.e. the relative amounts paid out of (i) net distributable income and (ii) capital) for the last 12 months are available by the Manager on request and can be found on the following website: <http://www.amundi.com.hk>. This website has not been reviewed by the Commission.

In respect of the accumulation Classes of the Investment Fund (i.e. Class Classic HKD – Accumulation and Class Institutional I HKD – Accumulation), no dividends will be declared and dividends received by the Investment Fund will be reinvested in the Investment Fund and reflected in the value of Units of the accumulation Classes.

CHARGES AND EXPENSES

Fees payable by investors:

Class	Class Classic		Class Institutional I	
	Current	Maximum	Current	Maximum
Preliminary Charge (% of Issue Price)	Up to 4.5%	5%	N/A	5%
Realisation Charge (% of Realisation Price)	N/A	5%	N/A	5%
Switching Fee (% of the Net Asset Value of the New Class)	Up to 1%	1%	N/A	1%

Fees payable from assets of the Investment Fund:

Class	Class Classic		Class Institutional I	
	Current	Maximum	Current	Maximum
Management Fee (% Net Asset Value of the Investment Fund per annum)	Up to 1.5%	2%	0%	2%
Trustee Fee (% Net Asset Value of the Investment Fund per annum)	0.125%*	0.2%*	0.125%*	0.2%*

Other Charges and Expenses

Please refer to the section headed “General Expenses”.

The costs of establishment of each of Class Classic HKD – Distribution, Class Classic USD – Distribution and Class Classic RMB – Distribution (each a “**Relevant Class**” and collectively the “**Relevant Classes**”) (including the costs and expenses associated with the implementation of the distribution policy of the Relevant Classes, estimated to be HK\$180,000), shall be borne by the Relevant Classes and amortised over a period of five accounting years starting from 29 July 2022 or such other period as the Manager with the approval of the Trustee may determine. If any Relevant

* The Trustee Fee is subject to a minimum fee of HK\$125,000 per annum.

Class is terminated prior to the expenses being fully amortised, such unamortised amount will be borne by the Relevant Class before its termination. Investors should be aware that amortisation of preliminary expenses over a period of certain number of years is not in compliance with Hong Kong Financial Reporting Standards which requires such expenses to be written off as incurred. The Manager has considered the impact of such non-compliance and does not expect this issue to materially affect the results and Net Asset Value of the Relevant Classes.

ANNEXURE A

COLLATERAL VALUATION AND MANAGEMENT POLICY

The Manager employs a collateral management policy in relation to collateral received in respect of OTC financial derivative transactions entered into in respect of an Investment Fund.

An Investment Fund may receive collateral from a counterparty to an OTC derivative transaction in order to reduce its counterparty risk exposure, subject to the investment restrictions and requirements applicable to collateral under the Code on Unit Trusts and Mutual Funds.

Nature and quality of the collateral

An Investment Fund may receive both cash and non-cash collateral from a counterparty. Cash collateral must be in Hong Kong or US dollar. Non-cash collateral must be in the form of debt securities which are issued by an exempt authority or in respect of which the repayment of the principal and the payment of interests is unconditionally guaranteed by an exempt authority and with remaining maturity of 3 years or less.

Criteria for selecting counterparties

The Manager has counterparty selection policies and control measures to manage the credit risks of counterparties of OTC derivative transactions which shall include amongst other considerations, fundamental creditworthiness (e.g. ownership structure, financial strength) and commercial reputation of specific legal entities in conjunction with the nature and structure of proposed trading activities, external credit ratings of the counterparty, the regulatory supervision applied to the relevant counterparty, country of origin of the counterparty and legal status of the counterparty.

The counterparties of OTC derivative transactions must be (i) an authorised financial institution or an eligible overseas bank; or (ii) a branch outside Hong Kong of an authorised financial institution incorporated outside Hong Kong which satisfies the following credit ratings, determined by the respective approved credit rating agencies:

Approved Credit Rating Agency	Minimum Credit Rating
Fitch Ratings	F1
Rating & Investment Information, Inc.	a-1
Moody's Investors Service, Inc.	Prime-1
Standard & Poor's Corporation	A-1

Valuation of collateral

The collateral received is valued daily by using independent pricing sources on a mark-to-market basis.

Variation margin is collected at least daily where amounts exceed a minimum acceptable threshold appropriate to the counterparty risk posed as determined by the Manager.

Enforceability of collateral

Collateral (subject to any net-off or set-off, if applicable) is capable of being fully enforced by the Trustee at any time without further recourse to the counterparty.

Haircut policy

A documented haircut policy is in place for detailing the policy in respect of each class of assets received by an Investment Fund in order to reduce exposure to counterparties. A haircut is a discount applied to the value of a collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut policy applied to posted collateral will be negotiated on a counterparty basis and will vary depending on the class of asset received by the relevant Investment Fund. Haircuts will be based on the market risks of the assets used as collateral in order to cover potential maximum expected decline in collateral values during liquidation before a transaction can be closed out with due consideration on stress period and volatile markets. The haircut policy takes account of the price volatility of the asset used as collateral and other specific characteristics of the collateral, including, among others, asset types, issuer creditworthiness, residual maturity, price sensitivity, optionality, expected liquidity in stressed period, impact from foreign exchange, and correlation between securities accepted as collateral and the securities involved in the transactions.

Further details of the applicable haircut arrangement for each asset class can be available from the Manager upon request.

Diversification and correlation of collateral

Collateral must be sufficiently diversified. The exposures of an Investment Fund to the collateral issuers are monitored in accordance with the relevant restrictions on exposure to a single entity and/or entities within the same group as provided under the Code on Unit Trusts and Mutual Funds.

Collateral received must be issued by an entity that is independent from the relevant counterparty.

Cash collateral reinvestment policy

An Investment Fund shall not sell, pledge or re-invest any non-cash collateral received by it.

Subject to the applicable restrictions in respect of collateral under the Code on Unit Trusts and Mutual Funds, cash collateral received by an Investment Fund may be deposited with a bank or an eligible overseas bank or reinvested in debt securities which are issued by an exempt authority or in respect of which the repayment of the principal and the payment of interests is unconditionally guaranteed by an exempt authority and with remaining maturity of 1 year or less. The debt securities must be denominated in the same currency as the cash collateral.

Up to 100% of the cash collateral received by an Investment Fund may be reinvested.

Safe-keeping of collateral

Any cash and non-cash assets received by an Investment Fund from a counterparty on a title transfer basis should be held by the Trustee or to the order of the Trustee.

A description of collateral holdings of an Investment Fund will be disclosed in its interim and annual financial reports as required under Appendix E of the Code on Unit Trusts and Mutual Funds.

Assets provided to a counterparty other than on a title transfer basis shall be held by the Trustee or to the order of the Trustee.

Risks associated with collateral management and re-investment of cash collateral

Where an Investment Fund enters into an OTC derivative transaction, collateral may be received from or provided to the relevant counterparty.

Notwithstanding that an Investment Fund may only accept non-cash collateral which is highly liquid, the relevant Investment Fund is subject to the risk that it will be unable to liquidate collateral provided to it to cover a counterparty default. The relevant Investment Fund is also subject to the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events.

Where collateral is provided by an Investment Fund to the relevant counterparty, in the event of the insolvency of the counterparty, the relevant Investment Fund may become subject to the risk that it may not receive the return of its collateral or that the collateral may take some time to return if the collateral becomes available to the creditors of the relevant counterparty.

Cash collateral received by an Investment Fund may also be reinvested in order to generate additional income. In this circumstance, the relevant Investment Fund will be exposed to market risk in respect of any such investments and may incur a loss in reinvesting the cash collateral it receives. Such a loss may arise due to a decline in the value of the investment made.