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

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

Da Cheng ETF Trust

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

Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF

Stock Code: 03143

PROSPECTUS

Manager

Da Cheng International Asset Management Company Limited

22 September 2026

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

IMPORTANT INFORMATION

This Prospectus relates to the offer in Hong Kong of units (the “Units”) in the Da Cheng ETF Trust (the “Trust”), an umbrella unit trust established under Hong Kong law by a trust deed dated 4 September 2026 as amended by supplemental deeds and restated from time to time (the “Trust Deed”) between Da Cheng International Asset Management Company Limited (the “Manager”) and HSBC Institutional Trust Services (Asia) Limited (the “Trustee”). The Trust will have a number of sub-funds (the “Sub-Funds” or individually a “Sub-Fund”), in respect of which a separate class or classes of Units will be issued. Each Sub-Fund is a physical exchange traded fund. Where specified in the relevant Appendix, a Sub-Fund may issue both exchange-traded classes of Units (“Listed Class of Units”) and/or unlisted (not exchange-traded) classes of Units (“Unlisted Class of Units”).

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

The Manager accepts full responsibility for the accuracy of the information contained in this Prospectus and the product key facts statement of each Sub-Fund and confirms having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement misleading. The Manager also confirms that this Prospectus includes particulars given in compliance with the Code on Unit Trusts and Mutual Funds (the “Code”) and the “Overarching Principles” of the SFC Handbook for Unit Trusts and Mutual Funds, Investment-Linked Assurance Schemes and Unlisted Structured Investment Products and (in respect of the Listed Class of Units only) the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited for the purposes of giving information with regard to the Units of the Sub-Funds. The Trustee is not responsible for the preparation of this Prospectus and shall not be held liable to any person for any information disclosed in this Prospectus, except for the information regarding the Trustee itself under the paragraph headed “The Trustee” in the section on “Management of the Trust”.

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

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

Application has been made to the Listing Committee of the SEHK for the listing of, and permission to deal in the Listed Class of Units of Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF. Subject to compliance with the admission requirements of HKSCC, the Listed Class of Units of Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF will be accepted as eligible securities by HKSCC for deposit, clearing and settlement in CCASS with effect from the date of commencement of dealings in the Listed Class of Units on the SEHK or such other date as may be determined by HKSCC.

All activities under CCASS are subject to the General Rules of HKSCC and HKSCC Operational Procedures in effect from time to time.

No action has been taken to permit an offering of Units or the distribution of this Prospectus in any jurisdiction other than Hong Kong and, accordingly, this Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The Units have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”) or any other United States Federal or State law and, except in a transaction which does not violate the U.S. Securities Act, may not be directly or indirectly offered to or sold in the United States of America or any of its territories or for the benefit of a US Person (as defined in Regulation S of the U.S. Securities Act). The Trust and the Sub-Funds have not been and will not be registered as an investment company under the United States Investment Company Act of 1940, as amended. Units may not be acquired or owned by (i) an employee benefit plan, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is subject to Title I of ERISA, (ii) a plan, as defined in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), that is subject to Section 4975 of the Internal Revenue Code, (iii) a plan that is subject to any other law, regulation, rule or restriction that is substantially similar to ERISA or Section 4975 of the Internal Revenue Code (“Similar Law”) or (iv) an entity whose assets are deemed to include the assets of such an employee benefit plan or plan for purposes of

ERISA, Section 4975 of the Internal Revenue Code or Similar Law, unless the purchase, holding and disposition of units will not constitute a violation under ERISA, Section 4975 of the Internal Revenue Code and any applicable Similar Law.

Furthermore, distribution of this Prospectus and the product key facts statement(s) shall not be permitted unless it is accompanied by a copy of the latest annual report and accounts of the Sub-Funds (where existing) and, if later, its most recent interim report.

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

Questions and Complaints

Any investor enquiries or complaints should be submitted in writing to the Manager's office (Suites 3513-3519 Jardine House, Central, Hong Kong) and the Manager will issue a written response within 14 Business Days of receipt of the enquiry or complaint.

DIRECTORY

Manager
Da Cheng International Asset Management Company Limited
Suites 3513-3519
Jardine House
Central
Hong Kong

*Sub-Manager**
China Galaxy International Asset Management (Hong Kong) Co., Limited
Units 2801-2808A & 2812, 28/F Wing On Centre
111 Connaught Road Central
Hong Kong

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

Custodian, Registrar and Administrator
The Hongkong and Shanghai Banking Corporation Limited
1 Queen's Road Central
Hong Kong

Service Agent or Conversion Agent
HK Conversion Agency Services Limited
21/F, One & Two Exchange Square
8 Connaught Place
Central
Hong Kong

Auditors
Ernst & Young
27/F, One Tai Koo Place
979 King's Road
Quarry Bay
Hong Kong

Listing Agent
(applicable to the Listed Class of Units only)
Altus Capital Limited
21 Wing Wo Street
Central
Hong Kong

Legal Counsel to the Manager
Simmons & Simmons
30/F, One Taikoo Place
979 King's Road
Hong Kong

Participating Dealers^
Please refer to the Manager's website for the latest list in respect of each of the Sub-Funds.

Market Makers^
Please refer to the Manager's website for the latest list in respect of each of the Sub-Funds.

** In respect of Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF only.*
^ Participating Dealers and Market Makers only act in such capacity to the Listed Class of Units of the relevant Sub-Fund.

CONTENTS

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

Part 1 of this Prospectus includes information relevant to the Trust and all Sub-Funds established under the Trust and listed on the SEHK.

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

DEFINITIONS

In this Prospectus (including the relevant Appendix for any Sub-Fund), unless the context requires otherwise, the following expressions have the meanings set out below. Other capitalised terms used, but not defined, have the meaning given to those terms in the Trust Deed.

"Administrator" means, in relation to any Sub-Fund, the administrator of such Sub-Fund (if any), which may include a Connected Person of the Trustee, as may be appointed by the Manager (with the approval of the Trustee) from time to time in accordance with the Trust Deed.

"AFRC" means the Accounting and Financial Reporting Council or its successors.

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

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

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

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

"Business Day" in respect of a Sub-Fund, means, unless the Manager and the Trustee otherwise agree, a day on which (a)(i) the SEHK is open for normal trading (which includes a day where there is a Number 8 Typhoon Signal or higher, Black Rainstorm warning or other similar event); and (ii) the relevant securities market on which Securities comprised in the Index or Securities (as the case may be) comprised in the Sub-Fund, are traded is open for normal trading or if there are more than one such securities market, the securities market designated by the Manager is open for normal trading, and (b) (where applicable) the Index is compiled and published, or such other day or days as the Manager and the Trustee may agree from time to time.

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

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

"CCASS Settlement Day" means the term "Settlement Day" as defined in the General Rules of HKSCC.

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

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

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

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

(a) any person or company beneficially owning, directly or indirectly, 20% or more of the ordinary share capital of that company or able to exercise directly or indirectly, 20% or more of the total votes in that company; or

(b) any person or company controlled by a person who or which meets one or both of the descriptions given in (a); or

(c) any member of the group of which that company forms part; or

(d) any director or officer of that company or of any of its connected persons as defined in (a), (b) or (c).

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

“Creation Application” means an application by a Participating Dealer for the creation and issue of Units in an Application Unit size (or whole multiples thereof) in accordance with the Operating Guidelines and the Trust Deed.

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

“Dealing Deadline”, in respect of a Listed Class of Units, in relation to any particular Dealing Day, means the time on each Dealing Day specified in the “The Offering” section of this Prospectus.

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

(a) a Creation Application to deliver the relevant cash amount and/or the requisite Securities; or

(b) a Redemption Application to deliver the Units the subject of the Redemption Application and/or relevant cash amount.

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

“Duties and Charges” means, in relation to any particular transaction or dealing, all stamp and other duties, taxes, government charges, brokerage fees, bank charges, transfer fees, registration fees, transaction levies and other duties and charges whether in connection with the constitution of the Deposited Property or the increase or decrease of the Deposited Property or the creation, issue, transfer, cancellation or redemption of Units or the acquisition or disposal of Securities or otherwise which may have become or may be payable in respect of, and whether prior to, upon or after the occasion of, such transaction or dealing and including but not limited to, in relation to an issue of Units or redemption of Units, a charge (if any) of such amount or at such rate as is determined by the Manager or the Trustee to be made for the purpose of compensating or reimbursing the Trust for the difference between (a) the prices used when valuing the Securities in the Trust Fund for the purpose of such issue or redemption of Units and (b) (in the case of an issue of Units) the prices which would be used when acquiring the same Securities if they were acquired by the Trust with the amount of cash received by the Trust upon such issue of Units and (in the case of a redemption of Units) the prices which would be used when selling the same Securities if they were sold by the Trust in order to realise the amount of cash required to be paid out of the Trust Fund upon such redemption of Units.

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

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

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

"Government and other Public Securities" has the meaning as set out in the Code which at the date of this Prospectus means any investment issued by, or the payment of principal and interest on, which is guaranteed by a government, or any fixed-interest investment issued by its public or local authorities or other multilateral agencies.

"HKD" means Hong Kong dollars, the lawful currency of Hong Kong.

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

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

"IFRS" means International Financial Reporting Standards.

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

"Index" means, in respect of a Sub-Fund, the index against which the relevant Sub-Fund is benchmarked as set out in the relevant Appendix.

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

"Index Securities" means the constituent securities of the Index.

"Initial Issue Date" means in respect of each Sub-Fund (or Class), the date of the first issue of Units of that Sub-Fund (or Class) as set out in the relevant Appendix.

"Initial Offer Period" means, in respect of each Sub-Fund (or Class), the period as agreed between the Trustee and the Manager for the purpose of making an initial offer of Units of such Sub-Fund (or Class), as set out in the relevant Appendix.

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

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

"Listed Class of Units" means a Class of Units of a Sub-Fund which is listed on either the SEHK or any other Recognised Stock Exchange, and "Listed Units" are construed accordingly.

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

"Manager" means Da Cheng International Asset Management Company Limited or such other person or persons for the time being duly appointed pursuant to the Trust Deed as manager of the Trust in succession thereto being approved by the SFC under the Code.

"Market" means in any part of the world:

(a) in relation to any Security: the SEHK or such other stock exchange from time to time determined by the Manager; and

(b) in relation to any futures contract: the Hong Kong Futures Exchange or such other futures exchange from time to time determined by the Manager.

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

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

"Operating Guidelines" means, in respect of a Listed Class of Units, the guidelines for the creation and redemption of Units of the Class as set out in the schedule to each Participation Agreement as amended from time to time by the Manager with the approval of the Trustee, the Administrator and and the Registrar, and where applicable, with the approval of HKSCC and the Conversion Agent, and following consultation, to the extent reasonably practicable, with the relevant Participating Dealers subject always, in respect of the relevant Operating Guidelines for a Participating Dealer, any amendment being notified in writing by the Manager in advance to the relevant Participating Dealer. Unless otherwise specified, references to the Operating Guidelines shall be to the Operating Guidelines for the relevant Class applicable at the time of the relevant Application.

"Participating Dealer" means any licensed broker or dealer and who has entered into a Participation Agreement in form and substance acceptable to the Manager and the Trustee.

"Participation Agreement" means an agreement entered into between the Trustee, the Registrar, the Manager, a Participating Dealer and (where applicable) a PD Agent, and where applicable, HKSCC and the Conversion Agent, as amended and supplemented, setting out (amongst other things) the arrangements in respect of the issue of a Listed Class of Units and the redemption and cancellation of a Listed Class of Units.

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

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

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

"Redemption Application" means, in respect of a Listed Class of Units, an application by a Participating Dealer for the redemption of Units in Application Unit size (or whole multiples thereof) in accordance with the Operating Guidelines and the Trust Deed.

"Redemption Deadline" means, in respect of an Unlisted Class of Units, such time on the relevant Dealing Day or an earlier Business Day as the Manager may from time to time determine in relation to the redemption of Units.

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

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

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

"reverse repurchase transactions" means transactions whereby the relevant Sub-Fund purchases Securities from a counterparty of sale and repurchase transactions and agrees to sell such securities back at an agreed price in the future.

"sale and repurchase transactions" means transactions whereby the relevant Sub-Fund sells its securities to a counterparty of reverse repurchase transactions and agrees to buy such securities back at an agreed price with a financing cost in the future.

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

(a) any right, option or interest (howsoever described) in or in respect of any of the foregoing, including units in any Unit Trust (as defined in the Trust Deed);

(b) any certificate of interest or participation in, or temporary or interim certificate for, receipt for or warrant to subscribe or purchase, any of the foregoing;

(c) any instrument commonly known or recognised as a security;

(d) any receipt or other certificate or document evidencing the deposit of a sum of money, or any rights or interests arising under any such receipt, certificate or document; and

(e) any bill of exchange and any promissory note.

"securities lending transactions" means transactions whereby the relevant Sub-Fund lends its securities to a security-borrowing counterparty for an agreed fee.

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

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

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

"Service Agreement" or "Conversion Agency Agreement" means the agreement entered into between the Manager, the Trustee, the Registrar, the Service Agent or the Conversion Agent (as the case may be), HKSCC and the Participating Dealer, setting out, amongst other things, the arrangements of book-entry deposit and withdrawal of the Listed Class of Units into/from CCASS in respect of the Creation Applications / Redemption Applications effected outside CCASS as well as to perform daily reconciliation.

"Settlement Day" means, in respect of a Listed Class of Units, the Business Day which is 2 Business Days after the relevant Dealing Day (or such Business Day as is permitted in relation to such Dealing Day pursuant to the Operating Guidelines) or such other number of Business Days after the relevant Dealing Day as determined by the Manager in consultation with the Trustee from time to time and notified to the relevant Participating Dealers or as otherwise described in the relevant Appendix, either generally or for a particular Class or Classes of Units.

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

"SFO" means the Securities and Futures Ordinance, Cap. 571 of the Laws of Hong Kong.

"Stock Connect" means the securities trading and clearing linked programme with an aim to achieve mutual stock market access between Mainland China and Hong Kong, comprising the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect.

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

"Subscription Deadline" means, in respect of an Unlisted Class of Units, such time on the relevant Dealing Day or an earlier Business Day as the Manager may from time to time determine in relation to the issue of the Units.

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

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

"Trust" means the umbrella Unit Trust constituted by the Trust Deed and called Da Cheng ETF Trust or such other name as the Manager may from time to time determine upon prior notice to the Trustee.

"Trust Deed" means the trust deed dated 4 September 2026 between the Manager and the Trustee constituting the Trust (as amended and restated from time to time).

"Trust Fund" means all the property held by the Trustee in respect of each Sub-Fund, including the Deposited Property and Income Property attributable to the relevant Sub-Fund, except for amounts to be distributed, in accordance with the Trust Deed.

"Trustee" means HSBC Institutional Trust Services (Asia) Limited or such other person or persons for the time being duly appointed as trustee or trustees hereof in succession thereto in accordance with the Trust Deed.

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

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

"Unlisted Class of Units" means a Class of Units of a Sub-Fund which is neither listed on the SEHK nor any other Recognised Stock Exchange, and "Unlisted Units" are construed accordingly.

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

INTRODUCTION

The Trust

The Trust is an umbrella unit trust created by the Trust Deed between the Manager and the Trustee made under Hong Kong law. The Trust and each Sub-Fund is authorised as a collective investment scheme by the SFC under Section 104 of the SFO and each Sub-Fund falls within Chapter 8.6 of the Code. SFC authorisation is not a recommendation or endorsement of a Sub-Fund nor does it guarantee the commercial merits of a Sub-Fund or its performance. It does not mean that a Sub-Fund is suitable for all investors nor is it an endorsement of its suitability for any particular investor or Class of investors.

The Sub-Funds

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

The Manager and the Trustee reserve the right to establish additional Sub-Funds and/or issue further Classes of Units relating to a Sub-Fund or Sub-Funds in the future in accordance with the provisions of the Trust Deed. Each Sub-Fund will have its own Appendix.

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

Information relating to Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF is set out in Appendix 1.

INVESTMENT OBJECTIVE, INVESTMENT STRATEGY, INVESTMENT RESTRICTIONS, SECURITY LENDING AND BORROWING

Investment Objective

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

Investment Strategy

Each Sub-Fund will adopt either a full replication or a representative sampling strategy. The investment strategy of each Sub-Fund is stated in the relevant Appendix.

Replication Strategy

Where a Sub-Fund adopts the replication strategy as its investment strategy, it will invest in substantially all the Index Securities constituting the Index in substantially the same weightings

(i.e. proportions) as these Index Securities have in the Index. When an Index Security ceases to be a constituent of the Index, rebalancing occurs which involves, among other things, selling the outgoing Security and potentially using the proceeds to invest in the incoming Security.

Representative Sampling Strategy

Where a Sub-Fund adopts the representative sampling strategy as its investment strategy, it will invest, directly or indirectly, in a representative sample of the Securities in the relevant Index that collectively reflects the investment characteristics of such Index. A Sub-Fund adopting a representative sampling strategy, may or may not hold all of the Securities that are included in the relevant Index, and may hold Securities which are not included in the Index, provided that the sample closely reflects the overall characteristics of the Index.

Switching between Strategies

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

Investors should note that the Manager and the Investment Delegate may switch between the above investment strategies, without prior notice to investors, in its absolute discretion as it believes appropriate in order to achieve the investment objective of the relevant Sub-Fund by tracking the relevant Index as closely (or efficiently) as possible for the benefit of investors. The Manager will seek the prior approval of the SFC and provide at least one month's prior notice to Unitholders before adopting a strategy other than replication or representative sampling strategy.

Investment Restrictions

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

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

The investment restrictions applicable to each Sub-Fund that are included in the Trust Deed are summarised below:

(a) the aggregate value of a Sub-Fund's investments in, or exposure to, any single entity through the following may not exceed 10% of the total Net Asset Value of the Sub-Fund, save as permitted by Chapter 8.6(h) and as varied by Chapter 8.6(h)(a) of the Code:

    (1) investments in Securities issued by such entity;

    (2) exposure to such entity through underlying assets of financial derivative instrument ("FDI"); and

    (3) net counterparty exposure to such entity arising from transactions of over-the-counter FDIs;

(b) subject to (a) above and Chapter 7.28(c) of the Code and unless otherwise approved by the SFC, the aggregate value of a Sub-Fund's investments in, or exposure to, entities within the same group through the following may not exceed 20% of the total Net Asset Value of the Sub-Fund:

    (1) investments in Securities issued by such entities;

    (2) exposure to such entities through underlying assets of FDIs; and

    (3) net counterparty exposure to such entities arising from transactions of over-the-counter FDIs;

(c) unless otherwise approved by the SFC, the value of a Sub-Fund's cash deposits made with the same entity or entities within the same group may not exceed 20% of the total Net Asset Value of the Sub-Fund, unless:

    (1) the cash is held before the launch of the Sub-Fund and for a reasonable period thereafter prior to the initial subscription proceeds being fully invested; or

    (2) the cash is proceeds from liquidation of investments prior to the merger or termination of the Sub-Fund, whereby the placing of cash deposits with various financial institutions may not be in the best interest of investors; or

    (3) the cash is proceeds received from subscriptions pending investments and held for the settlement of redemption and other payment obligations, whereby the placing of cash deposits with various financial institutions is unduly burdensome and the cash deposits arrangement would not compromise investors' interests;

    For the purpose of this sub-paragraph (3), cash deposits generally refer to those that are repayable on demand or have the right to be withdrawn by the Sub-Fund and not referable to provision of property or services.

(d) ordinary shares issued by any single entity (other than Government and other Public Securities) held for the account of a Sub-Fund, when aggregated with other ordinary shares of the same entity held for the account of all other Sub-Funds under the Trust collectively may not exceed 10% of the nominal amount of the ordinary shares issued by the entity;

(e) not more than 15% of the total Net Asset Value of a Sub-Fund may be invested in Securities and other financial products or instruments that are neither listed, quoted nor dealt in on a stock exchange, over-the-counter market or other organised securities market which is open to the international public and on which such Securities are regularly traded;

(f) notwithstanding (a), (b), (d) and (e), where direct investment by a Sub-Fund in a market is not in the best interests of investors, a Sub-Fund may invest through a wholly-owned subsidiary company established solely for the purpose of making direct investments in such market. In this case:

   (1) the underlying investments of the subsidiary, together with the direct investments made by the Sub-Fund, must in aggregate comply with the requirements of Chapter 7 of the Code;

   (2) any increase in the overall fees and charges directly or indirectly borne by the Unitholders or the Sub-Fund as a result must be clearly disclosed in the Prospectus; and

   (3) the Sub-Fund must produce the reports required by the Code in a consolidated form to include the assets (including investment portfolio) and liabilities of the subsidiary company as part of those of the Sub-Fund;

(g) notwithstanding (a), (b) and (d), not more than 30% of the total Net Asset Value of a Sub-Fund may be invested in Government and other Public Securities of the same issue, except for a Sub-Fund which has be authorised by the SFC as an index fund, this limit may be exceeded with the approval of the SFC;

(h) subject to (g), a Sub-Fund may fully invest in Government and other Public Securities in at least six different issues. Subject to the approval of the SFC, a Sub-Fund which has been authorised by the SFC as an index fund may exceed the 30% limit in (g) and may invest all of its assets in Government and other Public Securities in any number of different issues;

(i) unless otherwise approved by the SFC, a Sub-Fund may not invest in physical commodities;

(j) for the avoidance of doubt, exchange traded funds that are:

   (1) authorised by the SFC under Chapter 8.6 or 8.10 of the Code; or

   (2) listed and regularly traded on internationally recognised stock exchanges open to the public (nominal listing not accepted) and (i) the principal objective of which is to track, replicate or correspond to a financial index or benchmark, which complies with the applicable requirements under Chapter 8.6 of the Code; or (ii) the investment objective, policy, underlying investments and product features of which are substantially in line with or comparable with those set out under Chapter 8.10 of the Code,

   may either be considered and treated as (x) listed Securities for the purposes of and subject to the requirements in paragraphs (a), (b) and (d) above; or (y) collective investment schemes for the purposes of and subject to the requirements in paragraph (k) below. However, the investments in exchange traded funds shall be subject to paragraph (e) above and the relevant investment limits in exchange traded funds by the Sub-Fund should be consistently applied and clearly disclosed in this Prospectus;

(k) where a Sub-Fund invests in shares or units of other collective investment schemes ("underlying schemes"),

   (1) the value of the Sub-Fund's investment in units or shares in underlying schemes which are non-eligible schemes (as determined by the SFC) and not authorised by the SFC may not in aggregate exceed 10% of the total Net Asset Value of the Sub-Fund; and

   (2) the Sub-Fund may invest in one or more underlying schemes which are either schemes authorised by the SFC or eligible schemes (as determined by the SFC),

but the value of the Sub-Fund's investment in units or shares in each such underlying scheme may not exceed 30% of the total Net Asset Value of the Sub-Fund, unless the underlying scheme is authorised by the SFC and its name and key investment information are disclosed in the Prospectus of the Sub-Fund,

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

(i) the objective of each underlying scheme may not be to invest primarily in any investment prohibited by Chapter 7 of the Code, and where that underlying scheme's objective is to invest primarily in investments restricted by Chapter 7 of the Code, such investments may not be in contravention of the relevant limitation prescribed by Chapter 7 of the Code. For the avoidance of doubt, the Sub-Fund may invest in scheme(s) authorised by the SFC under Chapter 8 of the Code (except for hedge funds under Chapter 8.7 of the Code), eligible scheme(s) (as determined by the SFC) of which the net derivative exposure (as defined in the Code) does not exceed 100% of its total Net Asset Value, and exchange traded funds satisfying the requirements in paragraph (j) above in compliance with paragraph (k)(1) and (k)(2);

(ii) where the underlying schemes are managed by the Manager, or by other companies within the same group that the Manager belongs to, then paragraphs (a), (b), (d) and (e) above are also applicable to the investments of the underlying scheme;

(iii) the objective of the underlying schemes may not be to invest primarily in other collective investment scheme(s);

(3) where an investment is made in any underlying scheme(s) managed by the Manager or any of its Connected Persons, all initial charges and redemption charges on the underlying scheme(s) must be waived; and

(4) the Manager or any person acting on behalf of the Sub-Fund or the Manager may not obtain a rebate on any fees or charges levied by an underlying scheme or the manager of an underlying scheme, or quantifiable monetary benefits in connection with investments in any underlying scheme;

(l) a Sub-Fund may invest 90% or more of its total Net Asset Value in a single collective investment scheme and may be authorised as a feeder fund by the SFC. In this case:

(1) the underlying scheme ("master fund") must be authorised by the SFC;

(2) the relevant Appendix must state that:

(i) the Sub-Fund is a feeder fund into the master fund;

(ii) for the purpose of complying with the investment restrictions, the Sub-Fund (i.e. feeder fund) and its master fund will be deemed a single entity;

(iii) the Sub-Fund (i.e. feeder fund)'s annual report must include the investment portfolio of the master fund as at the financial year end date; and

(iv) the aggregate amount of all the fees and charges of the Sub-Fund (i.e. feeder fund) and its underlying master fund must be clearly disclosed;

(3) unless otherwise approved by the SFC, no increase in the overall total of initial charges, redemption charges, Manager's annual fee, or any other costs and charges payable to the Manager or any of its Connected Persons borne by the Unitholders or by a Sub-Fund (i.e. feeder fund) may result, if the master fund in which the Sub-Fund (i.e. feeder fund) invests is managed by the Manager or by its Connected Person; and

(4) notwithstanding paragraph (k)(iii) above, the master fund may invest in other collective investment scheme(s) subject to the investment restrictions as set out in paragraph (k); and

(m) if the name of a Sub-Fund indicates a particular objective, investment strategy, geographic region or market, the Sub-Fund should, under normal market circumstances, invest at least 70% of its total Net Asset Value in securities and other investments to reflect the particular objective, investment strategy or geographic region or market which the Sub-Fund represents.

The Manager shall not on behalf of a Sub-Fund:

(A) invest in a security of any class in any company or body if any director or officer of the Manager individually owns more than 0.5% of the total nominal amount of all the issued securities of that class or the directors and officers of the Manager collectively own more than 5% of those securities;

(B) invest in any type of real estate (including buildings) or interests in real estate (including options or rights, but excluding shares in real estate companies and interests in real estate investment trusts (REITs)). In the case of investments in such shares and REITs, they shall comply with the relevant investment restrictions and limitations set out in Chapter 7.1, 7.1A, 7.2, 7.3 and 7.11 of the Code, where applicable. For the avoidance of doubt, where investments are made in listed REITs, 7.1, 7.1A and 7.2 of the Code apply and where investments are made in unlisted REITs, which are either companies or collective investment schemes, then 7.3 and 7.11 of the Code apply respectively.;

(C) make short sales if as a result the Sub-Fund would be required to deliver Securities exceeding 10% of the total Net Asset Value of the Sub-Fund (and for this purpose Securities sold short must be actively traded on a market where short selling is permitted). For the avoidance of doubt, the Sub-Fund is prohibited to carry out any naked or uncovered short sale of securities and short selling should be carried out in accordance with all applicable laws and regulations;

(D) lend or make a loan out of the assets of a Sub-Fund, except to the extent that the acquisition of bonds or the making of a deposit (within the applicable investment restrictions) might constitute a loan;

(E) subject to (e), assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person, save and except for reverse repurchase transactions in compliance with the Code;

(F) enter into any obligation in respect of a Sub-Fund or acquire any asset or engage in any transaction for the account of a Sub-Fund which involves the assumption of any liability which is unlimited. For the avoidance of doubt, the liability of Unitholders of a Sub-Fund is limited to their investments in that Sub-Fund; or

(G) apply any part of the Sub-Fund in the acquisition of any investments which are for the time being nil paid or partly paid in respect of which a call is due to be made for any sum unpaid on such investments unless such call could be met in full out of cash or near cash forming part of the Sub-Fund whereby such amount of cash or near cash has not been segregated to cover a future or contingent commitment arising from transactions in FDIs for the purposes of Chapters 7.29 and 7.30 of the Code.

Note: The investment restrictions set out above apply to each Sub-Fund, subject to the following: A collective investment scheme authorised by the SFC under the Code is usually restricted under Chapter 7.1 of the Code from making investments which would result in the value of that collective investment scheme's holdings of the Securities of any single entity exceeding 10% of the collective investment scheme's total net asset value. For a Sub-Fund authorised under Chapter 8.6 of the Code as an index tracking ETF, given the investment objective of the Sub-Funds and nature of the Index, the Sub-Funds are allowed under Chapter 8.6(h) of the Code to, notwithstanding Chapter 7.1 of the Code, hold investments in constituent Securities of any single entity exceeding 10% of the relevant Sub-Fund's total Net Asset Value if such constituent Securities account for more than 10% of the weighting of the Index and the relevant Sub-Fund's holding of any such constituent Securities does not exceed their respective weightings in the Index, except where the weightings are exceeded as a result of changes in the composition of the Index and the excess is only transitional and temporary in nature.

However, the restrictions in 8.6(h)(i) and (ii) (as described above) do not apply if:

(a) the relevant Sub-Fund adopts a representative sampling strategy which does not involve full replication of the constituent Securities of the Index in the exact weightings of such Index;

(b) the strategy is clearly disclosed in the relevant Appendix;

(c) the excess of the weightings of the constituent Securities held by the relevant Sub-Fund over the weightings in the Index is caused by the implementation of the representative sampling strategy;

(d) any excess weightings of the relevant Sub-Fund's holdings over the weightings in the Index must be subject to a maximum limit reasonably determined by the relevant Sub-Fund after consultation with the SFC. In determining this limit, the relevant Sub-Fund must consider the characteristics of the underlying constituent Securities, their weightings and the investment objectives of the Index and any other suitable factors;

(e) limits laid down by the relevant Sub-Fund pursuant to the point above must be disclosed in the relevant Appendix;

(f) disclosure must be made in the relevant Sub-Fund's interim and annual reports as to whether the limits imposed by such Sub-Fund itself pursuant to the above point (d) have been complied with in full. If there is non-compliance with the said limits during the relevant reporting period, this must be reported to the SFC on a timely basis and an account for such non-compliance should be stated in the report relating to the period in which the non-compliance occurs or otherwise notified to investors.

Securities Financing Transactions

Where indicated in the relevant Appendix, a Sub-Fund may enter into securities lending transactions, sale and repurchase transactions and reverse repurchase transactions ("securities financing transactions"), provided that they are in the best interests of the Unitholders, the associated risks have been properly mitigated and addressed, and the counterparties to the securities financing transactions are financial institutions which are subject to ongoing prudential regulation and supervision.

A Sub-Fund which engages in securities financing transactions is subject to the following requirements:

- it shall have at least 100% collateralisation in respect of the securities financing transactions into which it enters to ensure there is no uncollateralised counterparty risk exposure arising from these transactions;

- all the revenues arising from securities financing transactions, net of direct and indirect expenses as reasonable and normal compensation for the services rendered in the context of the securities financing transactions to the extent permitted by applicable legal and regulatory requirements, shall be returned to the Sub-Fund;

- it shall ensure that it is able to at any time to recall the securities or the full amount of cash / collateral (as the case may be) subject to the securities financing transactions or terminate the securities financing transactions into which it has entered.

Further, details of the arrangements are as follows:

(a) each counterparty for such transactions should be a financial institution subject to ongoing prudential regulation and supervision. Each counterparty for such transactions (including a borrower for a securities lending transaction) will be an independent counterparty approved by the Manager and will be a financial institution which is subject to ongoing prudential regulation and supervision. Each counterparty is expected to be (i) incorporated in countries/regions of high credit quality, (ii) have a minimum credit rating of BBB- or above (by Moody's or Standard & Poor's, or any other equivalent ratings by recognised credit rating agencies), or (iii) be a licensed corporation with the SFC or registered institution with the Hong Kong Monetary Authority when entering into such transactions;

(b) the relevant Sub-Fund should have at least 100% collateralisation in respect of securities lending, repurchase or similar over-the counter transactions. The Trustee, upon the instruction of the Manager, will take collateral, which will be cash or liquid securities with value greater than or equal to the value of the securities lent, and the collateral agent (who may be the Trustee or a third party to be appointed by the Trustee at the direction of the Manager or by the Manager directly, as may from time to time be agreed between them) will review its value on a daily basis to ensure that it is at least of a value equivalent to the borrowed securities, and such collateral must meet the collateral policies described under "Collateral" below;

(c) all revenue arising from such securities financing transactions, net of direct and indirect expenses as reasonable and normal compensation for the services rendered in the context of such transactions, will be credited to the account of the relevant Sub-Fund (and will not be shared with any operating party);

(d) the maximum and expected level of a Sub-Fund's assets available for these transactions will be as set out in the relevant Appendix; and

(e) where any securities lending transaction is arranged through the Trustee or a Connected Person of the Trustee or the Manager, such transaction shall be conducted at arm's length and executed on the best available terms, and the relevant entity shall be entitled to retain for its own use and benefit any fee or commission it receives on a commercial basis in connection with such arrangement (the securities lending fee will be disclosed in the connected party transaction section of the relevant Sub-Fund's annual financial reports).

Financial Derivative Instruments

Subject to the Code and the provisions of the Trust Deed, the Manager shall have the power on behalf of each Sub-Fund to agree and to enter into any FDI, for hedging or non-hedging (investment) purposes, provided that the exposure to the underlying assets of the FDIs, together with other investments of the relevant Sub-Fund, may not in aggregate exceed the corresponding investment restrictions or limitations applicable to such underlying assets as set out in Chapters 7.1, 7.1A, 7.1B, 7.4, 7.5, 7.11, 7.11A, 7.11B and 7.14 of the Code.

Hedging Purposes

A Sub-Fund may acquire FDIs for hedging purpose provided that such FDIs shall meet all of the following criteria:

(a) they are not aimed at generating any investment return;

(b) they are solely intended for the purpose of limiting, offsetting or eliminating the probability of loss of risks arising from the investments being hedged;

(c) although they may not necessarily reference to the same underlying assets, they should relate to the same asset class with high correlation in terms of risks and return, and involve taking opposite positions, in respect of the investments being hedged; and

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

Hedging arrangement should be adjusted or re-positioned, where necessary and with due consideration on the fees, expenses and costs, to enable the Sub-Fund to meet its hedging objective in stressed or extreme market conditions.

Non-hedging (investment) purposes

A Sub-Fund may acquire FDIs for non-hedging purposes ("investment purposes"), subject to the limit that the Sub-Fund's net exposure relating to these FDIs ("net derivative exposure") does not exceed 50% of its total Net Asset Value, except this limit may be exceeded for Sub-Funds approved by the SFC under Chapter 8.8 (structured funds) or 8.9 (funds that invest extensively in FDIs) of the Code. For the avoidance of doubt:

(a) for the purpose of calculating net derivative exposure, the positions of FDIs acquired by a Sub-Fund for investment purposes are converted into the equivalent position in the underlying assets of the FDIs, taking into account the prevailing market value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions;

(b) the net derivative exposure should be calculated in accordance with the requirements and guidance issued by the SFC which may be updated from time to time; and

(c) FDIs acquired for hedging purposes as described in the above sub-section "Hedging Purposes" will not be counted towards the 50% limit referred to in this paragraph so long as there is no residual derivative exposure arising from such hedging arrangement.

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

Restrictions applicable to FDIs

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

(a) the underlying assets consist solely of shares in companies, debt securities, money market instruments, units/shares of collective investment schemes, deposits with substantial financial institutions, Government and other Public Securities, highly-liquid physical commodities (including gold, silver, platinum and crude oil), financial indices, interest rates, foreign exchange rates or currencies or other asset classes acceptable to the SFC, in which the Sub-Fund may invest according to its investment objectives and policies. Where a Sub-Fund invests in index-based FDIs, the underlying assets of such FDIs are not required to be aggregated for the purposes of the investment restrictions or limitations set out in paragraphs (a), (b), (c) and (g) under the section headed "Investment and borrowing restrictions" above provided that the relevant index is in compliance with Chapter 8.6(e) of the Code;

(b) the counterparties to over-the-counter FDI transactions or their guarantors are substantial financial institutions or such other entity acceptable to the SFC on a case-by-case basis taking into account factors such as regulatory status of the entity or the group to which it belongs and the net asset value of the entity;

(c) subject to paragraphs (a) and (b) under the section headed "Investment Restrictions" above, the Sub-Fund's net counterparty exposure to a single entity arising from transactions of the over-the-counter FDIs may not exceed 10% of the total Net Asset Value of the Sub-Fund. The exposure of the Sub-Fund to a counterparty of over-the-counter FDIs may be lowered by the collateral received (if applicable) by the Sub-Fund and shall be calculated with reference to the value of collateral and positive mark to market value of the over-the-counter FDIs with that counterparty, if applicable; and

(d) the valuation of the FDIs is marked-to-market daily, subject to regular, reliable and verifiable valuation conducted by the Manager or the Trustee or their nominee(s), agent(s) or delegate(s) independent of the issuer of the FDIs through measures such as the establishment of a valuation committee or engagement of third party services. The FDIs can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the initiative of the Sub-Fund. Further, the calculation agent/fund administrator should be adequately equipped with the necessary resources to conduct independent marked-to-market valuation and to verify the valuation of the FDIs on a regular basis.

A Sub-Fund shall at all times be capable of meeting all its payment and delivery obligations incurred under transactions in FDIs (whether for hedging or for investment purposes). The Manager shall, as part of its risk management process, monitor to ensure that the transactions in FDIs are adequately covered on an ongoing basis. For such purposes, assets that are used to cover the Sub-Fund's payment and delivery obligations incurred under transactions in FDIs should be free from any liens and encumbrances, exclude any cash or near cash for the purpose of meeting a call on any sum unpaid on a security, and cannot be applied for any other purposes.

A transaction in FDIs which gives rise to a future commitment or contingent commitment of a Sub-Fund shall be covered as follows:

(a) in the case of FDIs transactions which will, or may at the discretion of the Trustee or the Manager, be cash settled, the Sub-Fund should at all times hold sufficient assets that can be liquidated within a short timeframe to meet the payment obligation; and

(b) in the case of FDIs transactions which will, or may at the counterparty's discretion, require physical delivery of the underlying assets, the Sub-Fund should hold the underlying assets in sufficient quantity at all times to meet the delivery obligation. If the Manager considers the underlying assets to be liquid and tradable, the Sub-Fund may hold other alternative assets in sufficient quantity as cover, provided that such assets may be readily converted into the underlying assets at any time to meet the delivery obligation. In the case of holding alternative assets as cover, the Sub-Fund should apply safeguard measures such as to apply haircut where appropriate to ensure that such alternative assets held are sufficient to meet its future obligations.

Where a financial instrument embeds a FDI, the requirements under "Financial Derivative Instruments" above will also apply to the embedded financial derivative. For such purposes, an "embedded financial derivative" is a FDI that is embedded in another security, namely the host contract.

Collateral

A Sub-Fund may receive collateral from a counterparty to over-the-counter FDI transactions and securities financing transactions. A Sub-Fund may receive collateral from such counterparty provided that the collateral complies with the requirements set out below:

- Liquidity – collateral must be sufficiently liquid and tradable in order that it can be sold quickly at a robust price that is close to pre-sale valuation. Collateral should normally trade in a deep and liquid marketplace with transparent pricing;

- Valuation – collateral should be marked-to-market daily by using independent pricing source;

- Credit quality – asset used as collateral must be of high credit quality and should be replaced immediately as soon as the credit quality of the collateral or the issuer of the asset being used as collateral has deteriorated to such a degree that it would undermine the effectiveness of the collateral;

- Haircut – collateral should be subject to prudent haircut policy which should be based on the market risks of the assets 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. For the avoidance of doubt the price volatility of the asset used as collateral should be taken into account when devising the haircut policy. 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, should also be considered where appropriate;

- Diversification – collateral must be appropriately diversified to avoid concentrated exposure to any single entity and/or entities within the same group and the Sub-Fund's exposure to issuer(s) of the collateral should be taken into account in compliance with the investment restrictions and limitations set out in Chapters 7.1, 7.1A, 7.1B, 7.4, 7.5, 7.11, 7.11A, 7.11B and 7.14 of the Code;

- Correlation – the value of the collateral should not have any significant correlation with the creditworthiness of the counterparty or the issuer of the FDIs, or the counterparty of securities financing transactions in such a way that it would undermine the effectiveness of the collateral. Securities issued by the counterparty or the issuer of the FDIs, or the counterparty of securities financing transactions or any of their related entities should not be used as collateral;

- Management of operational and legal risks – the Manager shall have appropriate systems, operational capabilities and legal expertise for proper collateral management;

- Independent custody – collateral must be held by the Trustee of the relevant Sub-Fund;

- Enforceability – collateral must be readily accessible/enforceable by the Trustee of the Sub-Fund without further recourse to the issuer of the FDIs, or the counterparty of the securities financing transactions;

- Re-investment – unless otherwise specified in the relevant Appendix and subject to prior consultation with the SFC, and in compliance with the applicable laws and regulations, cash collateral received may only be reinvested in short-term deposits, high quality money market instruments and money market funds authorised under Chapter 8.2 of the Code or regulated in a manner generally comparable with the requirements of the SFC and acceptable to the SFC, and subject to corresponding investment restrictions or limitations applicable to such investments or exposure as set out in Chapter 7 of the Code. Unless otherwise specified in the relevant Appendix, up to 100% of the cash collateral received by a Sub-Fund may be reinvested. Non-cash collateral received may not be sold, re-invested or pledged;

  For the purpose of the above, "money market instruments" refer to securities normally dealt in on the money markets, for example, government bills, certificates of deposit, commercial papers, short-term notes and bankers' acceptances, etc. In assessing whether a money market instrument is of high quality, at a minimum, the credit quality and the liquidity profile of the money market instruments must be taken into account. Any re-investment of cash collateral shall be subject to the following further restrictions and limitations and all other restrictions and limitations as may be imposed from time to time by the SFC:

  (1) the portfolio of assets from re-investment of cash collateral shall comply with the requirements as set out in Chapters 8.2(f) and 8.2(n) of the Code;

  (2) cash collateral received is not allowed to be further engaged in any securities financing transactions; and

  (3) when the cash collateral received is reinvested into other investment(s), such investment(s) is/are not allowed to be engaged in any securities financing transactions.

- Encumbrances – collateral should be free of prior encumbrances; and

- Collateral generally should not include (i) structured products whose payouts rely on embedded FDIs or synthetic instruments; (ii) securities issued by special purpose vehicles, special investment vehicles or similar entities; (iii) securitized products; or (iv) unlisted collective investment schemes.

Subject to the requirements above, below is a summary of the collateral policy and criteria adopted by the Manager:

- eligible collateral include cash, cash equivalents, government bonds, supranational bonds, corporate bonds, stocks, funds and money market instruments;

- collateral must have an investment grade rating (e.g. BBB- or higher by Moody's or Standard & Poor's or equivalent) and the issuer is expected to have a minimum credit rating of BBB- or above (by Moody's or Standard & Poor's, or any other equivalent ratings by recognised credit rating agencies) or be a licensed corporation with the SFC or registered institution with the Hong Kong Monetary Authority when entering into such transactions;

- no maturity constraints will apply to the collateral received;

- regular stress tests are carried out under normal and exceptional liquidity conditions to enable an adequate assessment of the liquidity risks attached to the collateral;

- the haircut policy takes account of market volatility, the foreign exchange volatility between collateral asset and underlying agreement, liquidity and credit risk of the collateral assets, and the counterparty's credit risk (for each eligible security type). Haircuts shall be set to cover the maximum expected decline in the market price of the collateral asset (over a conservative liquidation horizon) before a transaction can be closed out. Cash collateral will not be subject to haircut;

- the collateral would be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer;

- the collateral received would be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;

- collateral must be readily enforceable by the Trustee and may be subject to netting or set-off;

- the maximum amount available for cash collateral re-investment does not extend beyond the value of the instrument in which such investment is initially made .

Where a Sub-Fund receives collateral, a description of holdings of collateral (including but not limited to a description of the nature of collateral, identity of the counterparty providing the collateral, value of the Sub-Fund (by percentage) secured/ covered by collateral with breakdown by asset class/nature and credit rating (if applicable)) will be disclosed in the Sub-Fund's annual and interim reports for the relevant period as required under Appendix E of the Code.

Borrowing Policy

Borrowing against the assets of any Sub-Fund is allowed up to a maximum of 10% of its total Net Asset Value. Where the Manager so determines, a Sub-Fund's permitted borrowing level may be a lower percentage or more restricted as set out in the relevant Appendix. Securities lending transactions and sale and repurchase transactions in compliance with the requirements as set under the section entitled "Securities Financing Transactions" above are also not borrowings for the purpose of, and are not subject to the borrowing restrictions under this section.

Subject to the relevant Appendix, the Trustee may on instruction of the Manager borrow for the account of a Sub-Fund any currency, and charge or pledge assets of the relevant Sub-Fund, for the following purposes:

(a) facilitating the creation or redemption of Units or defraying operating expenses;

(b) enabling the Manager to acquire Securities for the account of the relevant Sub-Fund; or

(c) for any other proper purpose as may be agreed by the Manager and the Trustee, except to enhance the performance of any Sub-Fund.

DETERMINATION OF NET ASSET VALUE

Calculation of Net Asset Value

The Net Asset Value of each Sub-Fund will be calculated by the Administrator, in the base currency of the relevant Sub-Fund as at each Valuation Point applicable to the relevant Sub-Fund by valuing the assets of the relevant Sub-Fund and deducting the liabilities of the relevant Sub-Fund, in accordance with the terms of the Trust Deed.

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

- allocating among each Class the Net Asset Value of the Sub-Fund pro rata in accordance with the Net Asset Value of each Class, then adding the subscriptions and deducting the redemptions in respect of each Class, immediately prior to the relevant Valuation Point; and

- deducting from the Net Asset Value of the Class in question the fees, costs, expenses or other liabilities attributable to that Class not already deducted in ascertaining the Net Asset Value of the Sub-Fund and adding to the Net Asset Value, assets specifically attributable to that Class in order to arrive at the Net Asset Value of that relevant Class.

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

(a) Securities that are quoted, listed, traded or dealt in on any Market shall unless the Manager (with the consent of the Trustee) determines that some other method is more appropriate, be valued by reference to the price appearing to the Manager to be the official closing price, or if unavailable, the last traded price on the Market as the Manager may consider in the circumstances to provide fair criterion, provided that (i) if a Security is quoted or listed on more than one Market, the Manager shall adopt the price quoted on the Market which in its opinion provides the principal market for such Security; (ii) if prices on that Market are not available at the relevant time, the value of the Securities shall be certified by such firm or institution making a market in such investment as may be appointed for such purpose by the Manager or, if the Trustee so requires, by the Manager after consultation with the Trustee if the prices on that Market are not available for more than such period of time as may be agreed between the Manager and the Trustee; (iii) interest accrued on any interest-bearing Securities shall be taken into account, unless such interest is included in the quoted or listed price; and (iv) the Manager and the Administrator shall be entitled to use and rely on electronic price feeds from such source or sources as they may from time to time determine, notwithstanding that the prices so used are not the last traded prices as the case may be;

(b) the value of each interest in any unlisted mutual fund corporation or unit trust shall be the latest available net asset value per share or unit in such mutual fund corporation or unit trust or if not available or appropriate, the last available bid or offer price for such unit, share or other interest;

(c) futures contracts will be valued based on the formulae set out in Schedule 1 to the Trust Deed;

(d) except as provided for in paragraph (b), the value of any investment which is not listed, quoted or ordinarily dealt in on a Market shall be the initial value thereof equal to the amount expended on behalf of the relevant Sub-Fund in the acquisition of such investment (including, in each case the amount of stamp duties, commissions and other acquisition expenses) provided that the Manager may at any time in consultation with the Trustee and shall at such times or at such intervals as the Trustee may request cause a revaluation to be made by a professional person approved by the Trustee as qualified to value such investments (which may, if the Trustee agrees, be the Manager);

(e) cash, deposits and similar investments shall be valued at their face value (together with accrued interest) unless, in the opinion of the Manager and in consultation with the Trustee, any adjustment should be made to reflect the value thereof; and

(f) notwithstanding the foregoing, the Manager after consultation with the Trustee may 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 is required to fairly reflect the value of the investment.

The Trustee will perform any currency conversion at rates as may be agreed between the Trustee and the Manager from time to time.

The value of the swap invested by a Sub-Fund, which is not listed or quoted on a recognised market, will be determined on each Dealing Day either by reference to electronic pricing systems (e.g. Bloomberg), or by the swap counterparty, which, in doing so, will be acting as the calculating agent. The value of the swap will be calculated based on the mark-to-market value of such swap (excluding any fees, commissions and other expenses in connection with the entry or negotiation of the swap, and initial margin or deposits). Where the value is determined by the swap counterparty, the Manager will carry out an independent verification of this valuation on a daily basis. In addition, the Trustee will carry out an independent verification of the value of the swap in accordance with its internal policy and the terms of the swaps. If a material discrepancy is identified, the discrepancy will be investigated and escalated in accordance with the established valuation governance procedures, including reference to secondary pricing sources and specialist pricing support. The Trustee may request the Manager to provide justification and supporting information (including the valuation methodology and key inputs) to facilitate the Trustee's review of the reasonableness of the price and, where appropriate, the Trustee may consult its internal pricing specialists in assessing the valuation.

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

Suspension of Determination of Net Asset Value

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

(a) there exists any state of affairs prohibiting the normal disposal and/or purchase of the investments of the relevant Sub-Fund;

(b) circumstances exist as a result of which, in the opinion of the Manager, it is not reasonably practicable to realise a substantial part of the Securities and/or futures contracts held or contracted for the account of the Sub-Fund or it is not possible to do so without seriously prejudicing the interest of Unitholders of Units of the relevant Sub-Fund;

(c) for any other reason the prices of investments of the Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;

(d) there is any breakdown in the means normally employed in determining the Net Asset Value of the relevant Sub-Fund or the Net Asset Value per Unit of the relevant Class or when for any other reason the value of any Securities or futures contracts or other property for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;

(e) the remittance or repatriation of funds which will or may be involved in the realisation of, or in the payment for, a substantial part of the Securities and/or futures contracts of the relevant Sub-Fund or the subscription or redemption of Units of the relevant Sub-Fund is delayed or cannot, in the opinion of the Manager, be carried out promptly or at normal rates of exchange;

(f) the business operations of the Manager, the Trustee, the Administrator or the Registrar or any delegate of the Manager, the Trustee, the Administrator or the Registrar in respect of the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God;

(g) the existence of any state of affairs prohibiting the normal disposal of any notional investment to which a swap is linked; or

(h) the existence of any state of affairs which in the opinion of the Manager or the Trustee, with the prior approval of the other, might seriously prejudice the interests of the Holders as a whole or the Deposited Property.

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

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

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

FEES AND EXPENSES

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

Fees and Expenses Payable in respect of a Listed Class of Units only

(a)	**Fees and expenses payable by Participating Dealers on creations and redemptions (as applicable) of Listed Class of Units (applicable both during the Initial Offer Period and After Listing)**	**Amount**
	Transaction Fee	HKD3,900[1] per Application and HKD3,900[1] per book-entry deposit or book-entry withdrawal transaction
	Service Agent's Fee	HKD1,000 per book-entry deposit and book-entry withdrawal transaction
	Application cancellation fee	HKD9,350 per Application
	Extension Fee	HKD9,350 per Application
	Stamp duty	Nil
	All other Duties and Charges incurred by the Trustee or the Manager in connection with the creation or redemption	As applicable
(b)	**Fees and expenses payable by investors of Listed Class of Units**	**Amount**
	(i) Fees payable by clients of the Participating Dealers in respect of creations and redemptions (as applicable) via the Participating Dealer (applicable both during the Initial Offer Period and After Listing)	
	Fees and charges imposed by the Participating Dealer[1]	Such amounts as determined by the relevant Participating Dealer
	(ii) Fees payable by all investors in respect of dealings in the Units on SEHK (applicable After Listing)	

1 *The Participating Dealer may increase or waive the level of its fees in its discretion. Information regarding these fees and charges is available upon request to the relevant Participating Dealer.*

	Brokerage	Market rates
	Transaction levy	0.0027%[2]
	AFRC transaction levy	0.00015%[3]
	SEHK trading fee	0.00565%[4]
	Stamp duty	Nil
(c)	**Fees and expenses payable by the Sub-Funds**	(See further disclosure below)

Service Agent's Fees

The Service Agent is entitled to receive a monthly reconciliation fee of HKD5,000 from the Manager. The Manager shall pass on to the relevant Sub-Fund such reconciliation fee (unless it is specified in the relevant Appendix that the Sub-Fund employs a single management fee structure).

For any period less than a month, the reconciliation fee is on a pro-rata basis and accrues on a daily basis. The Trustee, on behalf of the Trust, on the instruction of the Manager, will pay all other expenses chargeable by the Service Agent or the Conversion Agent (as the case may be) in connection with the respective Service Agent's role or the Conversion Agent's role.

Fees and Expenses Payable in respect of an Unlisted Class of Units only

Subscription fee

Under the Trust Deed, the Manager is entitled to impose a subscription fee on the subscription of Unlisted Class of Units of up to 5% of the subscription monies for the application for the issue of the Units.

The current subscription fee on the issue of Unlisted Class of Units of a Sub-Fund is up to a maximum of 3% of the subscription monies.

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

Redemption fee

Under the Trust Deed, the Manager is entitled to impose a redemption fee on the redemption of Unlisted Class of Units of up to 5% of the redemption proceeds payable in respect of the Unlisted Class of Units being redeemed.

Switching fee

Under the Trust Deed, the Manager is entitled to impose a switching fee on the switching of Unlisted Class(es) of Units of up to 5% of the redemption proceeds payable in respect of the Unlisted Class(es) of Units of the Existing Class (as defined below) being switched.

The switching fee is deducted from the amount realised from redemption of the Existing Class and retained by or paid to the Manager unless otherwise determined by the Manager. The Manager

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2 *Transaction levy of 0.0027% of the trading price of the Units, payable by the buyer and the seller.*

3 *Transaction levy of 0.00015% of the trading price of the Units, payable by the buyer and the seller from 1 January 2022.*

4 *Trading fee of 0.00565% of the trading price of the Units, payable by the buyer and the seller.*

may, in its absolute discretion, waive or reduce the payment of all or any portion of the switching fee (either generally or in any particular case) of the Sub-Fund.

Please refer to the relevant Appendix for actual fee levels payable in relation to Unlisted Classes of Units of each Sub-Fund.

Fees and Expenses Payable by the Sub-Funds (applicable to both Listed Class of Units and Unlisted Class of Units)

Manager's Fee

The Manager is entitled to receive a management fee of up to 2.00% per year of the Net Asset Value of a Sub-Fund.

If specified in the relevant Appendix, a Sub-Fund may employ a single management fee structure, with such Sub-Fund paying all of its fees, costs and expenses as a single flat fee ("Single Management Fee"). Fees and expenses taken into account in determining the Single Management Fee include, but are not limited to, the management fee, the Trustee's fee, the Registrar's fees, fees of the Service Agent, Administrator's fees, custody fees, fees and expenses of the auditors, ordinary out-of-pocket expenses incurred by the Manager or the Trustee (and their delegates) and such other fees and expenses specified in the relevant Appendix. For the avoidance of doubt, the Single Management Fee will not include brokerage and transaction costs (including but not limited to fees, charges, commissions or spreads relating to the acquisition, holding or disposal of portfolio assets), stamp duty, taxes, fees and extraordinary items such as litigation expenses.

The current management fee percentage in respect of each Sub-Fund or Class is set out in the relevant Appendix and is accrued daily and calculated as at each Dealing Day and payable monthly in arrears. This fee is payable out of the Trust Fund.

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

Trustee's fee, Custodian's and Administrator's fee and Registrar's fee

Unless it is specified in the relevant Appendix that the Sub-Fund employs a single management fee structure, the Trustee may receive out of the assets of each Sub-Fund a Trustee fee, payable in arrears, accrued daily and calculated as at each Dealing Day of up to 0.10% per year of the Net Asset Value of a Sub-Fund or Class. The Trustee fee may also be payable out of the management fee. Details concerning the payment of the Trustee fee and the current Trustee fee percentage in respect of each Sub-Fund are set out in the relevant Appendix.

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

The Administrator is entitled to receive in respect of a Sub-Fund, a fee accrued daily and calculated as at each Valuation Point and payable monthly in arrears as a percentage of the Net Asset Value of such Sub-Fund at the rates subject to a maximum fee as specified in the relevant Appendix.

The Custodian is entitled to receive in respect of a Sub-Fund, a safekeeping basiss point fee calculated based on the latest available market value of the Sub-Fund's assets at each month end subject to a maximum fee as specified in the relevant Appendix.

The Registrar is entitled to a registrar fee as set out in the relevant Appendix.

The Custodian, the Administrator, and the Registrar are also entitled to received various safekeeping, transaction and processing fees and other applicable fees as agreed with the Company from time to time and to be reimbursed by the relevant Sub-Fund for all out-of-pocket expenses (including sub-custody fees and expenses) properly incurred by the Custodian, the

Administrator and/or the Registrar in the performance of their respective duties.

Promotional Expenses

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

Other Expenses

The relevant Sub-Fund will bear all operating costs relating to the administration of that Sub-Fund including but not limited to stamp and other duties, governmental charges, brokerages, commissions, exchange costs and commissions, bank charges and other costs and expenses payable in respect of the acquisition, holding and realisation of any investment (including, if applicable, any swap fees) or any monies, deposit or loan, charges and expenses of its legal counsel, auditors and other professionals, index licensing fees, the costs in connection with maintaining a listing of the Units on the SEHK (including, if considered appropriate by the Manager, any additional costs of determining the stock code which are estimated to be HKD1,000,000) and maintaining the Trust's and the relevant Sub-Fund's authorisation under the SFO, costs incurred in the preparation, printing and updating of any offering documents and the costs incurred in the preparation of supplemental deeds, any disbursements or out-of-pocket expenses properly incurred on behalf of the relevant Sub-Fund by the Trustee, the Manager , the Administrator or the Registrar or any of its service providers, the expenses incurred in convening meetings of Unitholders, printing and distributing annual and half-yearly financial reports and other circulars relating to the relevant Sub-Fund and the expenses of publishing Unit prices.

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

Establishment Costs

The costs of establishing the Trust and the initial Sub-Fund, Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF, including the preparation of this Prospectus, inception fees, the costs of seeking and obtaining the listing and authorisation by the SFC and all initial legal, printing and translation costs, including, if considered appropriate by the Manager, any additional costs of determining the stock code, are estimated to be HKD900,000, which will be borne by the initial Sub-Fund and will be amortised over the first 5 financial years of the Sub-Funds or such other period as determined by the Manager after consulting the Auditor.

The costs of establishing subsequent Sub-Funds, including any updates to this Prospectus, are borne by that Sub-Fund as described in the relevant Appendix.

Increase in Fees

The current fees in respect of each Sub-Fund payable to the Manager and, if the Sub-Fund does not employ a single management fee structure, the Trustee, as described in the relevant Appendix may be increased on one month's notice to Unitholders (or such shorter period as approved by the SFC), subject to the maximum rates set out in the Trust Deed.

RISK FACTORS

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

Risks associated with investment in any Sub-Fund

Investment objective risk

There is no assurance that the investment objective of a Sub-Fund will be achieved. Whilst it is the intention of the Manager to implement strategies which are designed to minimise tracking error, there can be no assurance that these strategies will be successful. It is possible that you as an investor may lose a substantial proportion or all of its investment in a Sub-Fund where the relevant Index value declines. As a result, each investor should carefully consider whether you can afford to bear the risks of investing in the relevant Sub-Fund.

Market risk

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

Asset class risk

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

Passive investment risk

The Sub-Funds are not actively managed. Accordingly, the Sub-Funds may be affected by a decline in the market segments relating to the relevant Index or Indices. Each Sub-Fund invests in the Securities, futures contracts and/or swaps included in or representative of the relevant Index regardless of their investment merit, except to the extent of any representative sampling strategy. The Manager does not attempt to select stocks individually or to take defensive positions in declining markets. You should note that the lack of discretion on the part of the Manager to adapt to market changes due to the inherent investment nature of the Sub-Funds will mean that falls in the Index or Indices are expected to result in corresponding falls in the value of the Sub-Funds, and you may lose substantially all of your investment.

Possible business failure risk

In the current economic environment, global markets are experiencing very high level of volatility and an increased risk of corporate failures. The insolvency or other corporate failures of any one or more of the constituents of the Index may have an adverse effect on the Index's and therefore the relevant Sub-Fund's performance. You may lose money by investing in such Sub-Fund.

Management risk

Because there can be no guarantee that each Sub-Fund will fully replicate the relevant Index, it is subject to management risk. This is the risk that the Manager's strategy, the implementation of which is subject to a number of constraints, may not produce the intended results.

Securities risk

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

Equity risk

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

Tracking error risk

Although the Manager will adopt a full replication strategy in respect of certain Sub-Funds to reduce tracking error, the Manager may where stated in the relevant Appendix use representative sampling (for example where it is not possible to acquire certain Index Securities due to restrictions or limited availability), and there can be no assurance of exact or identical replication at any time of the performance of the Index. Because the Manager has no other strategy to minimise tracking error and representative sampling may not provide identical performance, the Net Asset Value of a Sub-Fund may not correlate exactly with the Index. Factors such as the fees and expenses of a Sub-Fund, imperfect correlation between a Sub-Fund's assets and the Securities constituting the Index, inability to rebalance a Sub-Fund's holdings of Securities in response to changes in the constituents of the Index, rounding of Security prices, and changes to the regulatory policies may affect the Manager's ability to achieve close correlation with the Index. These factors may cause a Sub-Fund's returns to deviate from the Index.

Concentration risk

A Sub-Fund may be subject to concentration risk as a result of tracking the performance of a single geographical region. Such a Sub-Fund is likely to be more volatile than a broad-based fund, such as a global or regional equity fund, as it is more susceptible to fluctuations in value resulting from adverse conditions in the relevant region.

Loss of capital risk

There is no guarantee that a Sub-Fund's investments will be successful. In addition, trading errors are an intrinsic factor in any complex investment process, and will occur, notwithstanding the execution of due care and special procedures designed to prevent such errors.

Financial derivative instruments risk

The Manager may invest a Sub-Fund in constituents of the relevant Index through financial derivative instruments such as swap. A financial derivative instrument is a financial contract or instrument the value of which depends on, or is derived from, the value of an underlying asset such as a Security or an index and so have a high degree of price variability and are subject to occasional rapid and substantial changes. Compared to conventional Securities, financial derivative instruments can be more sensitive to changes in interest rates or to sudden fluctuations in market prices due to both the low margin deposits required, and the extremely high degree of leverage involved in their pricing. As a result, a relatively small price movement in a financial derivative instrument may result in immediate and substantial loss (or gain) to the relevant Sub-Fund. The relevant Sub-Fund's losses may be greater if it invests in financial derivative instruments than if it invests only in conventional Securities.

There is also no active market in financial derivative instruments and therefore investment in financial derivative instruments can be illiquid. In order to meet redemption requests, the relevant Sub-Fund relies upon the issuer of the financial derivative instruments to quote a price to unwind any part of the financial derivative instruments that will reflect the market liquidity conditions and the size of the transaction.

In addition, many financial derivative instruments are not traded on exchanges. As a result, if the relevant Sub-Fund engages in transactions involving financial derivative instruments, it will be subject to the risk of the inability or refusal to perform such contracts by the counterparties with which the relevant Sub-Fund trades, and as such the relevant Sub-Fund may suffer a total loss of the relevant Sub-Fund's interest in the financial derivative instrument. This risk is also aggravated by the fact that over-the-counter derivatives markets are generally not regulated by government authorities and participants in these markets are not required to make continuous markets in the contracts they trade.

An investment in the financial derivative instruments does not entitle the financial derivative instruments holder to the beneficial interest in the shares nor to make any claim against the company issuing the shares. There can be no assurance that the price of the financial derivative instruments will equal the underlying value of the company or securities market that it may seek to replicate.

With respect to the use of swaps, if the underlying Index has a dramatic intraday move in value that causes a material decline in the Sub-Fund's Net Asset Value, the terms of the swap agreement between a Sub-Fund and its swap counterparty may allow the swap counterparty to immediately close out of the transaction with the Sub-Fund. In such circumstances, the relevant Sub-Fund may be unable to enter into another swap agreement or invest in other derivatives to achieve the desired exposure consistent with the Sub-Fund's investment objective. Any financing, borrowing or other costs associated with using derivatives may also have the effect of lowering the Sub-Fund's return.

In a standard swap transaction, two parties agree to exchange the return (or differentials in rates of return) earned or realised on particular predetermined reference or underlying Securities or instruments. The gross return to be exchanged or swapped between the parties is calculated based on a notional amount or the return on or change in value of a particular dollar amount invested in a basket of Securities representing a particular Index. Total return swaps are subject to counterparty risk, which relates to credit risk of the swap counterparty and liquidity risk of the swaps themselves.

There are risks associated with management of collateral and re-investment of collateral. The value of any collateral received in respect of any derivative transactions may be affected by market events. In the case of collateral assets which are listed securities, the listing of such securities may be suspended or revoked or the trading of such securities on the stock exchanges may be suspended, and during the period of suspension or upon revocation, it may take longer to realise the relevant collateral assets. In the case of collateral assets which are debt securities, the value of such securities will be dependent on the creditworthiness of the issuers or obligors in respect of the relevant collateral assets. In the event any issuer or obligor of such collateral assets is insolvent, the value of the collateral assets will be reduced substantially and may cause the relevant Sub-Fund's exposure to such counterparty to be under-collateralised. If a Sub-Fund reinvests cash collateral, it is subject to investment risk including the potential loss of principal.

Counterparty risk

A Sub-Fund may invest in swaps involving counterparties for the purpose of attempting to gain exposure to a relevant Index without actually purchasing those Securities or investments. The use of these derivatives involves risks that are different from those associated with Securities. For example, the relevant Sub-Fund is exposed to the risk that the swap counterparty may be unwilling or unable to make timely payments to meet its contractual obligations or may fail to return holdings that are subject to the agreement with the swap counterparty. If the swap counterparty becomes bankrupt or defaults on its payment obligations to the Sub-Fund, it may not receive the full amount it is entitled to receive. In addition, a Sub-Fund may enter into swap agreements with a limited number of counterparties, which may increase the Sub-Fund's exposure to counterparty credit risk. A Sub-Fund does not specifically limit its counterparty risk with respect to any single counterparty and there is a chance for a Sub-Fund to have single counterparty. Further, there is a risk that no suitable counterparties are willing to enter into, or continue to enter into, transactions with a Sub-Fund and, as a result, the Sub-Fund may not be able to achieve its investment objectives.

Risks relating to sale and repurchase agreements

In the event of the failure of the counterparty with which collateral has been placed, a Sub-Fund may suffer loss as there may be delays in recovering collateral placed out or the cash originally received may be less than the collateral placed with the counterparty due to inaccurate pricing of the collateral or market movements. The relevant Sub-Fund may also be subject to legal risk, operational risk, liquidity risk of the counterparty and custody risk of the collateral.

Risks relating to reverse-repurchase agreements

In the event of the failure of the counterparty with which cash has been placed, a Sub-Fund may suffer loss as there may be delay in recovering cash placed out or difficulty in realising collateral or proceeds from the sale of the collateral may be less than the cash placed with the counterparty due to inaccurate pricing of the collateral or market movements. A Sub-Fund may also be subject to legal risk, operational risks, liquidity risk of the counterparty and custody risk of the collateral.

Borrowing risks

The Trustee, at the request of the Manager, may borrow for the account of a Sub-Fund (up to 10% of the Net Asset Value of each Sub-Fund unless otherwise specified in the relevant Appendix) for various reasons, such as facilitating redemptions or to acquire investments for the account of the relevant Sub-Fund. Borrowing involves an increased degree of financial risk and may increase the exposure of a Sub-Fund to factors such as rising interest rates, downturns in the economy or deterioration in the conditions of the assets underlying its investments. There can be no assurance that a Sub-Fund will be able to borrow on favourable terms, or that the relevant Sub-Fund's indebtedness will be accessible or be able to be refinanced by the relevant Sub-Fund at any time.

Indemnity risk

Under the Trust Deed, the Trustee and the Manager have the right to be indemnified against any liability in performing their respective duties, except nothing in the Trust Deed may provide that the Trustee or the Manager can be exempted from any liability to Unitholders imposed under Hong Kong Law or breaches of trust through negligence or fraud, or be indemnified against such liability by Unitholders or ay Unitholders' expense. Any reliance by the Trustee or the Manager on the right of indemnity would reduce the assets of the relevant Sub-Fund and the value of the Units.

Dividends may not be paid risk

Whether a Sub-Fund or Class will pay distributions on Units is subject to the Manager's distribution policy (as described in the relevant Appendix) and also mainly depends on dividends declared and paid in respect of the Securities of the Index. In addition, dividends received by a Sub-Fund may be applied towards meeting the costs and expenses of that Sub-Fund. Dividend payment rates in respect of such Securities will depend on factors beyond the control of the Manager or Trustee including, general economic conditions, and the financial position and dividend policies of the relevant underlying entities. There can be no assurance that such entities will declare or pay dividends or distributions.

Effect of redemptions risk

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

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

Possible early termination of a Sub-Fund risk

A Sub-Fund may be terminated early under certain circumstances, including but not limited to (i) the aggregate Net Asset Value of all the Units is less than HKD100 million; (ii) any law is passed or amended or regulatory directive or order is imposed which renders it illegal or in the opinion of the Manager, impracticable or inadvisable to continue the relevant Sub-Fund; (iii) the relevant Index is no longer available for benchmarking or if the relevant Sub-Fund only has Listed Class of Units and such Units are no longer listed on the SEHK or any other Recognised Stock Exchange; (iv) if the relevant Sub-Fund only has Listed Class of Units and if, at any time, the relevant Sub-Fund ceases to have any Participating Dealer; or (v) if the Manager is unable to implement its investment strategy in respect of the relevant Sub-Fund. Upon a Sub-Fund being terminated, the Trustee will distribute the net cash proceeds (if any) derived from the realisation of the investments comprised in the relevant Sub-Fund to the Unitholders in accordance with the Trust Deed. Any such amount distributed may be more or less than the capital invested by the Unitholder.

No right to control any Sub-Fund's operation risk

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

Reliance on the Manager risk

Unitholders must rely on the Manager in formulating the investment strategies and the performance of each Sub-Fund is largely dependent on the services and skills of its officers and employees. In the case of loss of service of the Manager or any of its key personnel, as well as any significant interruption of the Manager's business operations or in the extreme case of the insolvency of the Manager, the Trustee may not find successor managers with the requisite skills, qualifications quickly and the new appointment may not be on equivalent terms or of similar quality.

Pricing adjustments risk (applicable to Unlisted Class of Units only)

Subscriptions or redemptions may have a dilution effect on a Sub-Fund's assets due to dealing and other costs associated with the trading of underlying securities. In order to mitigate this impact, adjustment of prices by way of swing pricing may be adopted to protect the interests of existing Unitholders.

Where an adjustment is made, investors will subscribe (redeem) at a higher Subscription Price (lower Redemption Price). Investors should note that the occurrence of events which may trigger an adjustment of prices is not predictable. It is not possible to accurately predict how frequently such adjustments of prices will need to be made. Adjustments may be greater than or less than the actual charges incurred. If the adjustments made are less than the actual charges incurred, the difference will be borne by the relevant Sub-Fund. Investors should also be aware that adjustment of prices may not always, or fully, prevent the dilution effect on the relevant Sub-Fund's assets.

Please refer to the section headed "Adjustment of Prices" in Schedule 2 to this Prospectus for further information.

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

Absence of active market and liquidity risks

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

Suspension of trading risk

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

Units may trade at prices other than Net Asset Value risk

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

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

Cost of trading Listed Units risk

As investors will pay certain charges (e.g. trading fees and brokerage fees) to buy or sell Units on the SEHK, investors may pay more than the Net Asset Value per Unit when buying Units on the SEHK, and may receive less than the Net Asset Value per Unit when selling Units on the SEHK. In addition, investors on the secondary market will also incur the cost of the trading spread, being the difference between what investors are willing to pay for the Units (bid price) and the price at which they are willing to sell Units (ask price). Frequent trading may detract significantly from investment results and an investment in Units may not be advisable particularly for investors who anticipate making small investments regularly.

Secondary market trading risk

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

Reliance on Market Makers risk

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

Reliance on Participating Dealers risk

The creation and redemption of Listed Units may only be effected through Participating Dealers. A Participating Dealer may charge a fee for providing this service. Participating Dealers will not be able to create or redeem Listed Units during any period when, amongst other things, dealings on the SEHK are restricted or suspended, settlement or clearing of Securities through the CCASS is disrupted or the Index is not compiled or published. In addition, Participating Dealers will not be able to issue or redeem Listed Units if some other event occurs that impedes the calculation of the Net Asset Value of the relevant Sub-Fund or disposal of the relevant Sub-Fund's Securities or swaps cannot be effected. Where a Participating Dealer appoints a PD Agent to perform certain CCASS-related functions, if the appointment is terminated and the Participating Dealer fails to appoint an alternative PD Agent, or if the PD Agent ceases to be a CCASS participant, the creation or redemption of Listed Units by such Participating Dealer may also be affected.Since the number of Participating Dealers at any given time will be limited, and there may even be only one Participating Dealer at any given time, there is a risk that investors may not always be able to create or redeem Listed Units freely.

No trading market in the Listed Units risk

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

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

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

In addition, investors should note that different cost mechanisms apply to Listed Class of Units and Unlisted Class of Units. For Listed Class of Units, the Transaction Fee and Duties and Charges in respect of Creation and Redemption Applications are paid by the Participating Dealer applying for or redeeming such Units and/or the Manager. Investors of Listed Class of Units in the secondary market will not bear such Transaction Fees and Duties and Charges (but for the avoidance of doubt, may bear other fees, such as SEHK trading fees, as described under the section "Fees and Expenses"). On the other hand, the subscription and redemption of Unlisted Class of Units may be subject to a subscription fee and redemption fee respectively, which will be payable to the Manager by the investor subscribing or redeeming. In addition, the Manager will adopt a pricing adjustment mechanism (commonly known as "swing pricing") in order to mitigate any adverse impact caused by a dilution of a Sub-Fund and may adjust upwards (downwards) the Net Asset Value per Unit of the relevant Sub-Fund or the relevant Class in determining the Subscription Price (the Redemption Price). Please refer to the sections "Subsequent Issue of Unlisted Class of Units" and "Payment of redemption proceeds" and the section headed "Adjustment of Prices" in Schedule 2 to this Prospectus for further information. Any or all of these factors may lead to a difference in the Net Asset Value of the Listed Class of Units and Unlisted Class of Units.

Any or all of these factors may lead to a difference in the Net Asset Value of the Listed Class of Units and Unlisted Class of Units.

Trading arrangements in respect of Unlisted Class of Units

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

Trading arrangements in respect of Listed Class of Units

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

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

Risks associated with the Indices

Fluctuations risk

The performance of the Units should, before fees and expenses, correspond closely with the performance of the Index being tracked by a Sub-Fund. If the Index experiences volatility or declines, the price of the Units of that Sub-Fund will vary or decline accordingly.

Licence to use an Index may be terminated risk

The Manager is granted a licence by the relevant Index Provider to use each Index to create the relevant Sub-Fund based on the Index and to use certain trade marks and any copyright in the Index. A Sub-Fund may not be able to fulfil its objective and may be terminated if the licence agreement is terminated. Where a licence agreement is subject to an initial fixed term, such initial term may be limited in period and thereafter renewable for only short periods. There can be no guarantee that the relevant licence agreement will be perpetually renewed. Where a licence agreement is not subject to any fixed term, the relevant licence agreement may be terminated at anytime with or without prior notice. For further information on the grounds for terminating the licence agreement, please refer to the section on "Index Licence Agreement" in the relevant Appendix. Although the Manager will seek to find a replacement Index, a Sub-Fund may also be terminated if the relevant Index ceases to be compiled or published and there is no replacement Index using the same or substantially similar formula for the method of calculation as used in calculating the Index.

Compilation of Index risk

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

Composition of an Index may change risk

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

Risks in respect of Low Trading Prices (applicable to Listed Class of Units only)

Low trading price risk

The trading price of the Listed Class of Units on the SEHK is determined by market supply and demand and may decline to a very low nominal level. In this case, the percentage impact of the minimum price movement (or "tick size") may be magnified. As a result, small absolute price movements may represent significant percentage changes in the trading price of the Listed Class of Units and may increase volatility in secondary market trading.

Wide bid-ask spread risk

Where the trading price of the Listed Class of Units is at a lower nominal level, market makers and other market participants may quote wider bid-ask spreads. Investors buying Listed Class of Units on the secondary market may pay substantially more than the prevailing Net Asset Value attributable to each Unit and investors selling Listed Class of Units may receive substantially less than such value. This may adversely affect investors' ability to transact in the Listed Class of Units at the desired price or time.

Risk of market makers not fulfilling market making obligations

Where the trading price of the Units is at a very low nominal level, market makers may face increased operational, inventory management or risk management constraints in fulfilling their market making obligations. Under adverse market conditions, market makers may be unable or unwilling to provide quotes at the expected size, frequency or spread. If market makers reduce their activities, cease market making or are otherwise unable to fulfil their market making obligations, the liquidity of the Units may be adversely affected. Investors may experience greater difficulty in buying or selling Units, and the market price of the Units may become more volatile and deviate more significantly from the Net Asset Value of the Sub-Fund.

Risk of trading at HKD0.01 per Unit

The trading price of the Listed Class of Units may reach the price floor of HKD0.01 per Unit. If the market price of the Listed Class of Units reaches the price floor, the Listed Class of Units may effectively be trading at the minimum price increment available on the SEHK. In such circumstances, the secondary market trading price may have limited ability to reflect smaller changes in the value of the relevant Sub-Fund's assets and trading in the Listed Class of Units may become less efficient. Trading at such a low price level may adversely affect market liquidity and may increase the risk of significant price volatility.

Risk of substantial deviation between trading price and Net Asset Value

Low trading price may lead to magnification of the percentage impact of tick size and significantly widened bid-ask spreads. As a result, the trading price of the Listed Class of Units may deviate materially from the Net Asset Value per Unit. Investors should exercise caution when trading the Units in the secondary market and should consider the latest available Net Asset Value, indicative Net Asset Value, trading price, and bid-ask spread before making any investment decision.

Risks associated with regulation

Withdrawal of SFC authorisation risk

The Trust and each Sub-Fund have been authorised as a collective investment scheme under the Code by the SFC under Section 104 of the SFO. SFC authorisation is not a recommendation or endorsement of a scheme nor does it guarantee the commercial merits of a scheme or its performance. This does not mean the scheme is suitable for all investors nor is it an endorsement of its suitability for any particular investor or class of investors. The SFC reserves the right to withdraw the authorisation of the Trust or any Sub-Fund or impose such conditions as it considers appropriate. If the Manager does not wish the Trust or any Sub-Fund to continue to be authorised by the SFC, the Manager will give Unitholders at least three months' notice of the intention to seek SFC's withdrawal of such authorisation. In addition, any authorisation granted by the SFC may be subject to certain conditions which may be withdrawn or varied by the SFC. If, as a result of such withdrawal or variation of conditions, it becomes illegal, impractical or inadvisable to continue the Trust or a Sub-Fund, the Trust or the relevant Sub-Fund (as applicable) will be terminated.

General legal and regulatory risk

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

Listed Class of Units may be delisted from the SEHK risk

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

Taxation risk

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

Valuation and accounting risk

The Manager intends to adopt IFRS in drawing up the financial reports of the Sub-Funds. However, the calculation of the Net Asset Value in the manner described under the section on "Determination of Net Asset Value" will not necessarily be in compliance with generally accepted accounting principles, that is, IFRS. Under IFRS, (i) investments should be valued at fair value (bid and offer pricings are considered to be representative of fair value for listed investments) rather than last traded price; and (ii) establishment costs should be expensed as incurred rather than amortised over a period of time. Accordingly, the Net Asset Value as described in this Prospectus will not necessarily be the same as the net asset value to be reported in the financial reports as the Manager will make necessary adjustments in the financial reports to comply with IFRS (although the Manager does not consider the differences between IFRS and the calculation of Net Asset Value are material). Any such adjustments will be disclosed in the financial reports, including a reconciliation. Otherwise, non-compliance with IFRS may result in the auditors issuing a qualified or an adverse opinion on the financial reports depending on the nature and level of materiality of the non-compliance.

Contagion across Sub-Funds risk

The Trust Deed allows the Trustee and the Manager to issue Units in separate Sub-Funds and Classes. The Trust Deed provides for the manner in which the liabilities are to be attributed across the various Sub-Funds and Classes within a Sub-Fund under the Trust (liabilities are to be attributed to the specific Sub-Fund or Class of a Sub-Fund (as the case may be) in respect of which the liability was incurred). A person to whom such a liability is owed has no direct recourse against the assets of the relevant Sub-Fund or Class (in the absence of the Trustee granting that person a security interest). However, the Trustee will have a right of reimbursement and indemnity out of the assets of the Trust as a whole or any part thereof, against any action, costs, claims, damages, expenses or demands relating to the Trust as a whole, which may result in Unitholders of one Sub-

Fund or Class (as the case may be) being compelled to bear the liabilities incurred in respect of other Sub-Fund(s) or Class (as the case may be) in which such Unitholders do not themselves own units, if there are insufficient assets in that other Sub-Fund to satisfy the amount due to the Trustee. Accordingly, there is a risk that liabilities of one Sub-Fund or Class (as the case may be) may not be limited to that particular Sub-Fund or Class and may be required to be paid out of one or more other Sub-Funds or Classes.

Non-recognition of Sub-Fund segregation risk

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

Foreign Account Tax Compliance

Sections 1471 – 1474 of the US Internal Revenue Code of 1986, as amended ("US Code") (commonly known as the Foreign Account Tax Compliance Act or "FATCA") will impose new rules with respect to certain payments to non-United States persons, such as the Sub-Funds, including interest and dividends from securities of US issuers and gross proceeds from the sale of such securities. All such payments may be subject to withholding at a 30% rate, unless the recipient of the payment satisfies certain requirements intended to enable the US Internal Revenue Service ("US IRS") to identify certain United States persons (within the meaning of the US Code) that own, directly or indirectly, Units in the Sub-Funds. To avoid such withholding on payments made to it, a foreign financial institution (an "FFI"), such as the Sub-Funds (and, generally, other investment funds organised outside the US), generally will be required to enter into an agreement (an "FFI Agreement") with the US IRS under which it will agree to identify its direct or indirect owners who are United States persons and report certain information concerning such United States person owners to the US IRS.

In general, an FFI which does not sign an FFI Agreement and is not otherwise exempt will face a 30% withholding tax on "withholdable payments", including dividends, interest and certain derivative payments derived from US sources made on or after 1 July 2014. In addition, starting from 1 January 2017, gross proceeds such as sales proceeds and return of principal derived from stocks and debt obligations generating US source dividends or interest will be treated as "withholdable payments." It is expected that certain non-U.S. source payments attributable to amounts that would be subject to FATCA withholding (referred to as "foreign passthru payments") may also be subject to FATCA withholding starting no earlier than 1 January 2017, though the US tax rules on "foreign passthru payments" are currently pending.

The Hong Kong government has announced that Hong Kong has reached in substance, and will enter into, an intergovernmental agreement with the US ("IGA") for the implementation of FATCA, adopting "Model 2" IGA arrangements. Under these "Model 2" IGA arrangements, FFIs in Hong Kong (such as the Sub-Funds) would be subject to the terms of an FFI Agreement with the US IRS, register with the US IRS and comply with the terms of an FFI Agreement. Otherwise they will be subject to a 30% withholding tax on relevant US-sourced payments and other "withholdable payments" paid to them.

It is expected that FFIs in Hong Kong (such as the Sub-Funds) complying with the terms of an FFI Agreement (i) will generally not be subject to the above described 30% withholding tax; and (ii) will not be required to withhold tax on payments to "nonconsenting US accounts" (i.e. certain accounts of which the holders do not consent to FATCA reporting and disclosure to the US IRS), but may be required to withhold tax on withholdable payments made to non-compliant FFIs.

The Sub-Funds will endeavour to satisfy the requirements imposed under FATCA and the terms of the FFI Agreement to avoid any withholding tax. The Sub-Funds have agreed to be subject to the terms of an FFI Agreement and have registered with the US IRS to be treated as “reporting financial institutions under a Model 2 IGA”. In the event that a Sub-Fund is not able to comply with the requirements imposed by FATCA or the terms of an FFI Agreement and such Sub-Fund does suffer US withholding tax on its investments as a result of non-compliance, the Net Asset Value of such Sub-Fund may be adversely affected and the Trust and such Sub-Fund may suffer significant loss as a result.

In the event a Unitholder does not provide the requested information and/or documentation related to FATCA, whether or not that actually leads to FATCA compliance failures by the relevant Sub-Fund, or a risk of the relevant Sub-Fund being subject to withholding tax under FATCA, the Manager on behalf of the Trust and each of such relevant Sub-Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, (i) reporting the relevant information of such Unitholder to the US IRS (subject to applicable laws or regulations in Hong Kong); (ii) deeming such Unitholder to have given notice to redeem all his Units in the relevant Sub-Fund; and/or (iii) bringing legal action against such Unitholder for losses suffered by the Trust or the relevant Sub-Fund as a result of such withholding tax. The Manager in taking any such action or pursuing any such remedy shall act in good faith and on reasonable grounds and in accordance with all applicable laws and regulations.

In cases where Unitholders invest in the Sub-Funds through an intermediary, Unitholders are reminded to check whether such intermediary is FATCA compliant and in accordance with all applicable laws and regulations. Each Unitholder and prospective investor should consult with his own tax advisor as to the potential impact of FATCA in its own tax situation and in respect of its investment in the Sub-Funds, as well as the potential impact of FATCA on the Sub-Funds.

MANAGEMENT OF THE TRUST

The Manager and Investment Adviser

The Manager of the Trust is Da Cheng International Asset Management Company Limited. The Manager is a corporation incorporated in Hong Kong which is licensed by the SFC for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO with CE number ATE045. The Manager is a wholly owned subsidiary of Dacheng Fund Management Company Limited of Shenzhen in the PRC.

The Manager undertakes the management of the assets of the Trust. Under the Trust Deed, the monies forming part of a Sub-Fund are invested, at the direction of the Manager, in accordance with the Trust Deed. The Manager is responsible for placing purchase and sale orders and providing continuous supervision of the investment portfolio of the Trust.

Without limiting the other powers mentioned in this Prospectus, the Manager may purchase and sell investments for the account of a Sub-Fund and subject to the provisions of the Trust Deed and enter into such contracts including sale and purchase agreements, loans and broker and trading agreements in accordance with the Trust Deed, as it deems appropriate in the performance of its role as Manager.

The Directors of the Manager

The Directors of the Manager are:

TAN Xiaogang

Mr TAN Xiaogang is currently the CEO of Dacheng Fund Management Company Limited. He obtained a Master's degree of Public Administration from the Kennedy School of Government at Harvard University and was awarded the "Mason Fellow" title. He holds a Master's degree of Business Administration from Harbin Institute of Technology. He was awarded the "Lianzhou Memorial Scholarship" which was jointly launched by the China and Singapore governments in 2011. From 1992 to 1997, Mr Tan served as a Staff Member and a Senior Staff Member in the Finance Department of the World Bank. From 1997 to 2001, he worked as a Technical Assistant of the Chinese Executive Director at World Bank Headquarters (Washington, DC). From 2001 to 2003, he was a Deputy Secretary of the Finance Office. In 2003, he was a Deputy Director of the International Division of the Finance Department where he was responsible for the education and poverty alleviation programme. From 2005 to 2009, Mr Tan served as a Secretary of the Foreign Investment of the National Council for Social Security Fund. He worked as the Division Chief (from 2009 to 2010) and Deputy Director (from 2010 to 2016) of the Overseas Investment Department of the National Council for Social Security Fund.

XIAO Jian

Mr Xiao is the Deputy General Manager of Dacheng Fund Management Company Limited. He obtained a Master's Degree in Public Administration from Harvard University. He previously served as the Deputy Director of Shenzhen Nanshan District Committee (Government) Office, the Deputy General Manager of Shenzhen Guangju Energy Co. Ltd and the Executive Director and General Manager of Shenzhen Guangju Investment Holding (Group) Co. Ltd. He was also the Deputy Director General and Director General of the State-owned Assets Supervision and Administration Commission of the Shenzhen Municipal People's Government. He joined Da Cheng Fund Management Company Limited in November 2014 and has become the Deputy General Manager since January 2015.

ZHAO Bing

Ms Zhao is the Deputy General Manager of Dacheng Fund Management Company Limited. She received an MBA from Tsinghua University. She previously worked in the Membership Management Department, Professional Liaison Department and Fund Corporate Members Department of the Securities Association of China. She was a committee member of the Analysts

Committee and Fund Sales Professional Committee of the Securities Association of China. She also took part in the preparatory process of the Asset Management Association of China as a member of the Preparatory Committee and later served as the Head of the Investor Education and Public Relations Department and Wealth Management and Service Institutions Department of the Asset Management Association of China. She joined Da Cheng Fund Management Company Limited in July 2017.

XU Zijie

Mr Xu holds a bachelor's degree in Computer Software from Sun Yat-sen University and a master's degree in Business Administration from Nankai University. From July 2002 to December 2009, he was a staff member and then the deputy director at the Administration of Industry and Commerce Office of Shenzhen Municipality. From December 2009 to May 2011, he served as the deputy director and a Class V enforcement officer at the "Two Transformations" Promotion Office of the Shenzhen Administration for Market Regulation. From May 2011 to August 2015, he was the deputy director of the Statistics and Budget Division and a principal staff member in the Comprehensive Planning Division of the State-Owned Assets Supervision and Administration Commission of Shenzhen Municipal People's Government. He joined Dacheng Fund Management Co., Ltd. in August 2015, where he currently serves as the Assistant General Manager and the Office Director.

The Trustee

The Trustee of the Trust is HSBC Institutional Trust Services (Asia) Limited which is incorporated with limited liability in Hong Kong on 27 September 1974. It is an indirect wholly-owned subsidiary of HSBC Holdings plc. It is registered as a trust company under Section 78(1) of the Hong Kong Trustee Ordinance (Cap.29) and is an approved trustee under the Mandatory Provident Fund Schemes Ordinance (Cap. 485). It is also registered with the Hong Kong Monetary Authority under a statutory guideline to comply with the Supervisory Policy Manual ("SPM") module on "Regulation and Supervision of Trust Business "(TB-1) under section 7(3) of the Banking Ordinance. The Trustee is licensed by the SFC to carry out the Type 13 regulated activity (providing depositary services for relevant collective investment schemes) under the Securities and Futures Ordinance (Cap. 571) and has a Trust or Company Service Provider ("TCSP") License under the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615).

HSBC Institutional Trust Services (Asia) Limited is an indirectly wholly owned subsidiary of HSBC Holdings plc, a public company incorporated in England and Wales.

Under the Trust Deed, the Trustee is responsible for the safe-keeping of the assets of the Trust and the Sub-Funds, subject to the provisions of the Trust Deed.

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

Subject to the foregoing, the Trustee shall not be responsible for any act, omission, insolvency, liquidation or bankruptcy of or be liable for any loss or damaged caused by: (a) any nominees, agents, delegates and persons by the Manager; (b) Euroclear Bank S.A./N.V., Clearstream Banking, S.A. or any other central depositary or clearing system in relation to any investment deposited with such central depositary or clearing system; (c) any Registrar, Participating Dealers, counterparties, third party service providers and advisers; (d) any losses arising from the performance of investments made by the Manager in respect of the Trust or the Sub-Fund(s); or (e) any lender or a nominee appointed by the lender in whose name any assets of a Sub-Fund are registered pursuant to a borrowing undertaken for the account of such Sub-Fund. .

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

Subject as provided in the Trust Deed, the Trustee is entitled to be indemnified from the assets of the Trust and/or each Sub-Fund from and against any and all actions, proceedings, liabilities, costs, claims, damages, expenses, including all reasonable legal, professional and other similar expenses (other than those resulting from the fraud, negligence or wilful default on the part of the Trustee or any of its officers, employees, agents or delegates for which the Trustee would be liable under the Trust Deed), which may be incurred by or asserted against the Trustee in performing its obligations or duties in connection with the Trust or a Sub-Fund. Subject to applicable law and the provisions of the Trust Deed, the Trustee shall not, in the absence of fraud, negligence or wilful default by it or any agent, sub-custodian or delegate appointed by the Trustee, be liable for any losses, costs or damage to the Trust, the Sub-Funds or any Unitholder.

The Trustee in no way acts as guarantor or offeror of the Units or any underlying investment. The Trustee has no responsibility or authority to make investment decisions, or render investment advice with respect to the Trust or the Sub-Funds, which is the sole responsibility of the Manager.

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

The Trustee is entitled to the fees set out above under the section on “Fees and Expenses Payable by the Sub-Funds” and to be reimbursed for all costs and expenses in accordance with the provisions of the Trust Deed.

The Manager has sole responsibility for making investment decisions in relation to the Trust and/or the Sub-Funds and the Trustee (including the Custodian) is not responsible and has no liability for any investment decision made by the Manager. Except as provided in the Trust Deed or expressly stated in this Prospectus and/or required by the Code, neither the Trustee nor any of its employees, service providers or agents are or will be involved in the business affairs, organisation, sponsorship or investment management of the Trust or the Sub-Funds, and they are not responsible for the preparation or issue of this Prospectus other than the description under the section on “The Trustee”.

The Custodian

The Trustee has appointed The Hongkong and Shanghai Banking Corporation Limited ("**HSBC**”) as the Custodian of the Trust and the Sub-Funds.

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

The Custodian is not responsible for the preparation of this Prospectus and they accept no responsibility or liability for the information contained here other than the description under the section “The Custodian”.

The Administrator and Registrar

HSBC has been appointed as the Administrator of each Sub-Fund and shall carry out certain financial, administrative functions and other services in relation to each Sub-Fund. HSBC has also been appointed as the Registrar for each Sub-Funds to provide services in respect of the establishment and maintenance of the register of Shareholders and other services in relation to each Sub-Fund.

The Administrator or the Registar are not responsible for the preparation of this Prospectus and they accept no responsibility or liability for the information contained here other than the description under the section "The Administrator and Registrar".

The Auditor

The Manager has appointed Ernst & Young to act as the auditor of the Trust and the Sub-Funds (the "Auditor"). The Auditor is independent of the Manager and the Trustee.

The Service Agent or the Conversion Agent (applicable in respect of a Listed Class of Units only)

HK Conversion Agency Services Limited, a wholly owned subsidiary of HKSCC, acts as Service Agent or Conversion Agent (as indicated in the relevant Appendix) under the terms of the Service Agreement entered into among the Manager, the Trustee, the Registrar, the Participating Dealer, the PD Agent (where applicable), the Service Agent and HKSCC, or the Conversion Agency Agreement entered into among the Manager, the Trustee, the Registrar, the Participating Dealer, the PD Agent (where applicable), the Conversion Agent and HKSCC, performs, through HKSCC, certain of its services in connection with the creation and redemption of Units in the relevant Sub-Funds by Participating Dealers.

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

A Participating Dealer may act for its own account or for your account as its clients in making Creation Applications and Redemption Applications. Different Sub-Funds may have different Participating Dealers. The latest list of the Participating Dealers in respect of each Sub-Fund is available at http://www.dcfund.com.hk (the contents of this website and any other websites referred to in this Prospectus have not been reviewed by the SFC).

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

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

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

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

In respect of the Listed Class of Units in each Sub-Fund, the Manager has appointed Altus Capital Limited as Listing Agent in accordance with The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited in respect of the Sub-Fund's listing on the SEHK. The Listing Agent will be a registered institution or licensed corporation which is registered or licensed by the SFC to carry out, amongst others, Type 6 (advising on corporate finance) regulated activity under the SFO with CE Number AGH102.

Conflicts of Interest and Soft Dollars

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

In addition:

(a) The Manager or any of its Connected Persons may purchase and sell investments for the account of a Sub-Fund as agent for the Sub-Fund.

(b) The Trustee, the Manager and any of their Connected Persons may contract or enter into any financial, banking or other transaction with one another or with any Unitholder or any company or body any of whose shares or securities form part of the relevant Sub-Fund's assets.

(c) The Trustee or the Manager or any of their Connected Persons may become the owner of Units and hold, dispose or otherwise deal with them with the same rights which it would have had if it had not been the Trustee or the Manager or any of their Connected Persons.

(d) The Trustee, the Manager and any of their Connected Persons may buy, hold and deal in any securities, commodities or other property for their own account or for the account of their other customers notwithstanding that similar securities, commodities or other property may be held by the relevant Sub-Fund.

(e) Any arrangements for the borrowing or deposit of any monies for the account of the relevant Sub-Fund may be made with any of the Trustee, the Manager, any investment adviser or any of their Connected Persons being a banker or other financial institution provided that such person shall charge or pay (as the case may be) interest or fees at a rate or amount no higher (in the case of a borrowing) or lower (in the case of a deposit) than the prevailing rates or amounts for transactions of a similar size and duration, in the same currency and with institutions of similar standing. It is negotiated at arm's length in accordance with ordinary and normal course of business. Any such deposits shall be maintained in a manner that is in the best interests of Unitholders.

(f) Neither the Trustee nor the Manager nor any of their Connected Persons shall be liable to account to each other or to the relevant Sub-Fund or to the Unitholders for any profits or benefits made or derived from or in connection with any such transaction mentioned above.

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

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

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

The Manager, its delegates or any of its Connected Persons may receive, and are entitled to retain, research products and services (known as soft dollar benefits) which are of demonstrable benefit to the Sub-Funds (as may be permitted under the Code, applicable rules and regulations) from brokers and other persons through whom investment transactions are carried out ("brokers") provided that the quality of transaction execution is consistent with best execution standards.

The Manager may also enter into trades for the account of a Sub-Fund with the accounts of other clients of the Manager or their affiliates ("cross trades") when the Manager consider that, as part of its portfolio management, such cross-trades would be in the best interests of the Unitholders to achieve the investment objective and policy of the relevant Sub-Fund. Such cross trades will only be undertaken where (i) the sale and purchase decisions are in the best interests of both the Sub-Fund and the other client and fall within the investment objectives, restrictions and policies of the Sub-Fund and such other client, (ii) the cross trades are executed on arm's length terms at current market value, and (iii) the reasons for such cross trades are documented prior to execution. Cross trades may also be entered into between house accounts (i.e. accounts owned by the Manager or their affiliates over which it can exercise control and influence) and the relevant Sub-Fund in accordance with applicable laws and regulations. Cross trades between house accounts and client accounts should only be permitted with the prior written consent of the clients, to whom any actual or potential conflicts of interest should be disclosed. Cross trades between staff personal accounts and client accounts are prohibited.

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

Conflicts of interest may also arise due to the widespread business operations of the Trustee, the Manager, the Administrator, the Registrar, the Custodian and the Service Agent or the Conversion Agent (as the case may be) and their respective holding companies, subsidiaries and affiliates. The foregoing parties may effect transactions where those conflicts arise and shall not, subject to the terms of the Trust Deed, be liable to account for any profit, commission or other remuneration arising. However, all transactions carried out by or on behalf of the Sub-Funds will be on arm's length terms. For so long as the Sub-Funds are authorised by the SFC and it is an applicable requirement of the Code, the Manager, if transacting with brokers or dealers connected to the Manager, investment advisers or any of their respective Connected Persons, must ensure it complies with the following obligations:

(a) such transactions should be on arm's length terms;

(b) it must use due care in the selection of brokers or dealers and ensure that they are suitably qualified in the circumstances;

(c) transaction execution must be consistent with applicable best execution standards;

(d) the fee or commission paid to any such broker or dealer in respect of a transaction must not be greater than that which is payable at the prevailing market rate for a transaction of that size and nature;

(e) the Manager must monitor such transactions to ensure compliance with its obligations; and

(f) the nature of such transactions and the total commissions and other quantifiable benefits received by such broker or dealer shall be disclosed in the annual report of the Sub-Funds.

STATUTORY AND GENERAL INFORMATION

Reports

The financial year-end of the Trust and each Sub-Fund is 31 December every year. The first financial year-end of Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF will be 31 December 2027. Audited financial reports are to be prepared (according to IFRS) and published on the Manager's website within 4 months of each financial year-end. Half-yearly unaudited financial reports are also to be prepared up to 30 June of each year and published on the Manager's website within 2 months of such date. Once these financial reports are made available on the Manager's website, investors will be notified within the relevant timeframe.

The first audited financial reports of the Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF will be for the year ending 31 December 2027 and the first half-yearly unaudited financial reports of the Da Cheng Galaxy HKEX Bursa Malaysia Large Cap ETF will be for the half year ending 30 June 2027.

The audited financial reports and the half-yearly unaudited financial reports of each Sub-Fund are or will be available in the English language only. Printed copies may be requested free of charge from the Manager by contacting it, as described below under "Notices".

The financial reports provide details of the assets of each Sub-Fund and the Manager's statement on transactions during the period under review (including a list of any constituent Securities of the relevant Index, if any, that each accounts for more than 10% of the weighting of the relevant Index as at the end of the relevant period and their respective weighting showing any limits adopted by the relevant Sub-Fund have been complied with). The financial reports shall also provide a comparison of each Sub-Fund's performance and the actual relevant Index performance over the relevant period and such other information as is required under the Code.

Trust Deed

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

Indemnities of the Trustee and Manager

The Trustee and the Manager benefit from various indemnities in the Trust Deed. Except as provided under the Trust Deed, the Trustee and the Manager shall be entitled to be indemnified out of, and have recourse to, the Trust Fund in respect of any action, costs, claims, damages, expenses or demands arising directly or indirectly from the proper performance of the Sub-Funds. Nothing in the Trust Deed may provide that either the Trustee or the Manager (as the case may be) shall be exempted from any liability to Unitholders imposed under for Hong Kong law or breaches of trust through fraud or negligence nor may they be indemnified against such liability by Unitholders or at Unitholder's expense.

Modification of the Trust Deed

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

The Manager will notify affected Unitholders of the amendments as soon as practicable after they are made if such notification is required under the Code.

Name of the Trust and Sub-Funds

Under the Trust Deed the Manager may, on notice to the Trustee, change the name of the Trust and the Sub-Funds, subject to the prior approval of the SFC (if required).

Meetings of Unitholders

Proxies may be appointed. A Unitholder who is the holder of two or more Units may appoint more than one proxy to represent him and vote on his behalf at any meeting of the Unitholders. If a clearing house (or its nominee(s)), being a corporation, is a Unitholder, it may authorise such persons as it think fit to act as its proxies or representatives at any meeting of the Unitholders provided that, if more than one person is so authorised, the authorisation shall specify the number and Class of Units in respect of which each such proxy or representative is so authorised. Each person so authorised shall be deemed to have been duly authorised without further evidence of the facts and shall be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person were the registered Unitholder of the Units held by the clearing house (or its nominee(s)), including the right to vote individually on a show of hands or on a poll.

Voting Rights

Unitholders' meetings may be convened by the Manager, by the Trustee or by Unitholders representing at least 10% of the Units in issue, on not less than 21 days' notice.

These meetings may be used to modify the terms of the Trust Deed, including increasing the maximum fees payable to the service providers, removing the Manager or terminating any Sub-Fund at any time. Such amendments to the Trust Deed must be considered by Unitholders of at least 25% of the Units in issue and passed by a 75% majority of the votes cast.

Other matters that require an ordinary resolution being passed would be considered by Unitholders of at least 10% of the Units in issue and passed by a simple majority of 50% of the votes cast.

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

Termination

The Trust may be terminated by the Trustee if: (i) the Manager goes into liquidation or a receiver is appointed and not discharged within 90 days; (ii) in the opinion of the Trustee, the Manager is incapable of performing its duties satisfactorily; (iii) the Manager has failed to perform its duties satisfactorily or has, in the opinion of the Trustee, done something calculated to bring the Trust into disrepute or that is harmful to the interests of Unitholders; (iv) a law is passed that renders it illegal, or in the opinion of the Trustee and the Manager, impracticable or inadvisable to continue the Trust; (v) the Trustee is unable to find an acceptable person to replace the Manager within 90 days after the removal of the Manager, or the person nominated shall fail to be approved by extraordinary resolution; or (vi) if the Trustee notifies the Manager in writing of its intention to retire and no suitable person willing to act as trustee has been identified by the Manager within 60 days of the Trustee's notice.

The Manager may terminate the Trust if: (i) after one year from the date of the Trust Deed, the aggregate Net Asset Value of all the Units in each Sub-Fund is less than HKD100 million; (ii) any law or regulation is passed or amended or any regulatory directive or order is imposed that affects the Trust and which renders the Trust illegal or in the good faith opinion of the Manager, makes it impracticable or inadvisable to continue the Trust; or (iii) within a reasonable time and using commercially reasonable endeavours, the Manager is unable to find a person acceptable to act as the new trustee after deciding to remove the Trustee in accordance with the Trust Deed.

The Manager may, in its absolute discretion, by notice in writing to the Trustee, terminate a Sub-Fund if: (i) after one year from the date of establishment of the relevant Sub-Fund, the aggregate Net Asset Value of all the Units in the relevant Sub-Fund is less than HKD100 million; (ii) any law or regulation is passed or amended or any regulatory directive or order is imposed that affects the relevant Sub-Fund and which renders the relevant Sub-Fund illegal or in the good faith opinion of the Manager makes it impracticable or inadvisable to continue the relevant Sub-Fund; (iii) its Index is no longer available for benchmarking or if the relevant Sub-Fund only has Listed Class of Units and such Units are no longer listed on the SEHK or any such other stock exchange from time to time determined by the Manager; (iv) if the relevant Sub-Fund only has Listed Class of Units and at any time, the relevant Sub-Fund ceases to have any Participating Dealer; or (v) the Manager is unable to implement its investment strategy. Further, the Unitholders may at any time authorise termination of the Trust or the relevant Sub-Fund by extraordinary resolution.

The Trustee may, in its absolute discretion, by notice in writing to the Manager, terminate a Sub-Fund if: (i) the Trustee forms the opinion for good and sufficient reason that the Manager is incapable of performing its duties satisfactorily in respect of the relevant Sub-Fund; (ii) the Trustee forms the opinion for good and sufficient reason that the Manager has failed to perform its duties satisfactorily in respect of the relevant Sub-Fund or has done something calculated to bring the relevant Sub-Fund into disrepute or that is harmful to the interests of Unitholders of the relevant Sub-Fund; or (iii) any law or regulation is passed or amended or any regulatory directive or order is imposed that affects the relevant Sub-Fund and which renders the relevant Sub-Fund illegal or in the good faith opinion of the Trustee makes it impracticable or inadvisable to continue the relevant Sub-Fund.

Unless previously terminated as described above or under another provision in the Trust Deed, the Trust shall in any event terminate at the expiry of 80 years from the date of the Trust Deed.

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

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

Distribution Policy

The Manager will adopt a distribution policy for each Sub-Fund or Class as the Manager considers appropriate having regard to the relevant Sub-Fund's or Class' net income, fees and costs. For each Sub-Fund or Class this distribution policy (including the currency of such distribution) will be set out in the relevant Appendix. If specified in the Appendix of the relevant Sub-Fund, distribution may be paid out of capital and/or effectively out of capital of the Sub-Fund. There can be no assurance that such entities will declare or pay dividends or distributions.

The Manager may amend the distribution policy of any Sub-Fund with respect to the distribution out of capital of such Sub-Fund or Class subject to the SFC's prior approval (if required) and by giving not less than one month's prior notice to Unitholders.

Inspection of Documents

Copies of the following documents in respect of each Sub-Fund are available for inspection free of charge at the offices of the Manager and copies thereof may be obtained from the Manager at a cost of HKD150 per set of copy documents (except for the documents in (e) the copies of which are available from the Manager free of charge):

(a) Trust Deed;

(b) Service Agreement (as applicable);

(c) Conversion Agent Agreement (as applicable);

(d) Participation Agreement(s); and

(e) The most recent annual financial report of the Trust and the Sub-Funds (if any) and the most recent interim report of the Trust and the Sub-Funds (if any).

Part XV of the SFO

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

Anti-Money Laundering Regulations

As part of the Manager's, the Trustee's, the Administrator's and the Participating Dealer's responsibility for the prevention of money laundering and to comply with all applicable laws to which the Manager, the Trustee, the Administrator, the Sub-Funds or the relevant Participating Dealer is subject, the Manager, the Registrar, the Administrator, the Trustee or the relevant Participating Dealer may require a detailed verification of an investor's identity and the source of payment of any applications for Units. Depending on the circumstances of each application, a detailed verification might not be required by the Manager or the Trustee where:

(a) the investor makes the payment from an account held in the investor's name at a recognised financial institution; or

(b) the application is made through a recognised intermediary.

These exceptions apply only if the financial institution or intermediary is within a country recognised by the Trustee and the Manager as having sufficient anti-money laundering regulations.

Liquidity Risk Management

The Manager has put in place measures to effectively manage the liquidity risk of the Sub-Funds. The Manager's risk management function monitors the implementation of liquidity risk management policies on a day-to-day basis. The risk management function regularly communicates with the portfolio managers on each Sub-Fund's liquidity risk issues. The Manager also has in place liquidity risk management tools (such as those described under the "Restrictions on Redemption" section) which allow the Manager to process redemptions in an orderly manner and to ensure that all investors are treated fairly.

On an on-going basis, the Manager's risk management function will assess each Sub-Fund's liquidity position against internal liquidity indicators. The Manager considers a range of quantitative metrics and qualitative factors in arriving at a liquidity assessment. The Manager can break down the underlying liquidity of investments based on average or total days to liquidate, so it can determine the time horizon and cost needed to liquidate positions. Pre-trade analysis can be carried out in order to avoid potentially exceeding a security's daily volume and thereby influencing its price.

Where a Sub-Fund is unable to meet the indicators, the risk management function will consider whether additional analysis is needed to be performed and whether further action should be taken to manage the liquidity risk of the Sub-Fund. Policies have been put in place and documentation will be maintained on the assessments. The Manager will also perform liquidity stress testing on the Sub-Funds on an ongoing basis. The liquidity risk management policies and procedures will be reviewed periodically and as needed.

The following tool(s) may be employed by the Manager or the Trust to manage liquidity risks:

- *Deferred redemption (applicable to both Listed Class of Units and Unlisted Class of Units):* the Manager may limit the number of Units of a Sub-Fund redeemed on any Dealing Day to Units representing 10% (or such higher percentage as the Manager may determine in respect of the relevant Sub-Fund and as permitted by the SFC) of the total Net Asset Value or total number of Units in such a Sub-Fund then in issue (subject to the conditions under the section headed "Deferred Redemption");

- *Suspension of creation and redemption (applicable to Listed Class of Units only):* the Manager may suspend the creation or issue and/or redemption of Listed Class of Units of any Sub-Fund(s), suspend the redemption of Listed Class of Units of any Sub-Fund and/or delay the payment of any monies in respect of any Creation Application and/or Redemption Application in the circumstances as set out in the sub-section headed "Suspension of Creations and Redemptions" under the section headed "Creations and Redemptions (Primary Market)" in Schedule 1 to this Prospectus; and

- *Suspension of subscription and redemption (applicable to Unlisted Class of Units only):* the Manager may suspend the issue and/or redemption of Unlisted Class of Units of any Sub-Fund and/or delay the payment of any monies and/or transfer of any Securities of any redemption application in the circumstances as set out in the section headed "Suspension of the Issue, Subscription and Redemption of Unlisted Class of Units" in Schedule 2 to this Prospectus.

- Anti-dilution pricing adjustment *(applicable to Unlisted Class of Units only):* the Manager will adopt a pricing adjustment mechanism (commonly known as "swing pricing") in order to mitigate any adverse impact caused by a dilution of a Sub-Fund and may adjust upwards (downwards) the Net Asset Value per Unit of the relevant Sub-Fund or the relevant Class in determining the Subscription Price (the Redemption Price) as further set out in the sub-section headed "Anti-dilution pricing adjustment" in the section headed "Adjustment of Prices" in Schedule 2 to this Prospectus.

Index Licence Agreement

Licence agreement is entered into between the Manager and each Index Provider in respect of each Sub-Fund. Please refer to the relevant Appendix for the terms of each licence agreement.

Material Changes to an Index

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

Replacement of an Index

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

(a) the relevant Index ceasing to exist;

(b) the licence to use the Index being terminated;

(c) a new index becoming available that supersedes the existing Index;

(d) a new index becoming available that is regarded as the market standard for investors in the particular market and/or would be regarded as more beneficial to the Unitholders than the existing Index;

(e) investing in the Securities comprised within the Index becomes difficult;

(f) the Index Provider increasing its licence fees to a level considered too high by the Manager;

(g) the quality (including accuracy and availability of the data) of the Index having in the opinion of the Manager, deteriorated;

(h) a significant modification of the formula or calculation method of the Index rendering that index unacceptable in the opinion of the Manager; and

(i) the instruments and techniques used for efficient portfolio management not being available.

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

Information available on the Internet

The Manager will publish important news and information with respect to each Sub-Fund (including in respect of the relevant Index), both in the English and in the Chinese languages, on the Manager's website at http://www.dcfund.com.hk (the contents of this website and any other websites referred to in this Prospectus have not been reviewed by the SFC) and the HKEx's website at www.hkex.com.hk (in respect of (a), (b), (c), (d) and (f) below) including:

(a) this Prospectus and the product key fact statement in respect of the Sub-Funds (as revised from time to time). Investors should note that where a Sub-Fund offers Unlisted Class of Units to Hong Kong investors, a separate set of product key facts statement will be available for each of the Listed Class of Units and Unlisted Class of Units of the same Sub-Fund;

(b) the latest annual and semi-annual financial reports (in English only);

(c) any notices for material alterations or additions to this Prospectus or the relevant Sub-Fund's constitutive documents;

(d) any public announcements made by the Sub-Funds, including information with regard to the Sub-Funds and Index, notices of the suspension of the calculation of the Net Asset Value, changes in fees and (in respect of a Listed Class of Units) the suspension and resumption of trading;

(e) (in respect of a Listed Class of Units) the near real time indicative Net Asset Value per Unit throughout each Dealing Day in HKD;

(f) (in respect of a Listed Class of Units) the last Net Asset Value of each Sub-Fund in HKD and the last Net Asset Value per Unit of each Sub-Fund in HKD;

(g) (in respect of an Unlisted Class of Units) the last Net Asset Value and the last Net Asset Value per Unit of each Unlisted Class of Units in issue;

(h) full portfolio information of the Sub-Funds (updated on a daily basis);

(i) the tracking difference and tracking error of the Sub-Funds;

(j) (in respect of a Listed Class of Units) the latest list of the Participating Dealers and Market Makers; and

(k) in respect of a Sub-Fund which may distribute dividends, the composition of dividends for each Sub-Fund (i.e. the relative amounts paid out of (i) net distributable income, and (ii) capital (if any)), for a rolling 12-month period.

Real-time updates about the Index (if available) can be obtained through other financial data vendors. It is your own responsibility to obtain additional and the latest updated information about the Index (including without limitation, a description of the way in which the Index is calculated, any change in the composition of the Index, any change in the method for compiling and calculating the Index) via the website http://www.dcfund.com.hk (the contents of this website and any other websites referred to in this Prospectus have not been reviewed by the SFC) or the website of the respective Index Provider as provided in the relevant Appendix. Please refer to the section on "Website Information" for the warning and the disclaimer regarding information contained in such website.

Notices

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

Manager

Da Cheng International Asset Management Company Limited
Suites 3513-3519
Jardine House
Central
Hong Kong

Trustee

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

Website Information

The offer of the Units is made solely on the basis of information contained in this Prospectus. All references in this Prospectus to other websites and sources where further information may be obtained are merely intended to assist you to access further information relating to the subject matter indicated and such information does not form part of this Prospectus. None of the Manager, the Trustee, the Registrar and the Administrator accepts any responsibility for ensuring that the information contained in such other websites and sources, if available, is accurate, complete and/or up-to-date, and no liability is accepted by the Manager, the Trustee, the Administrator and the Registrar in relation to any person's use of or reliance on the information contained in these other websites and sources save, in respect of the Manager, its website http://www.dcfund.com.hk (the contents of this website and any other websites referred to in this Prospectus have not been reviewed by the SFC). The information and materials included in these websites have not been reviewed by the SFC or any regulatory body. You should exercise an appropriate degree of caution when assessing the value of such information.

HONG KONG TAXATION

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

Taxation of the Trust and Sub-Funds

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

Taxation of the Unitholders

Where the Unitholders do not carry on a trade, profession or business in Hong Kong or the Units in the Sub-Funds are held by the Unitholders as capital assets for Hong Kong profits tax purposes, gains arising from the sale or disposal or redemption of the Units in the Sub-Funds should not be taxable. For Unitholders carrying on a trade, profession or business in Hong Kong, such gains may be subject to Hong Kong profits tax (which is currently charged at the rate of 16.5% in the case of corporations, and 15% in the case of individuals and unincorporated business) if the gains in question arise in or are derived from such trade, profession or business and sourced in Hong Kong. Unitholders should take advice from their own professional advisers as to their particular tax position.

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

Stamp Duty

Hong Kong stamp duty is payable on the transfer of Hong Kong stock. “Hong Kong stock” is defined as “stock” the transfer of which is required to be registered in Hong Kong. The Units should fall within the definition of “Hong Kong stock” as the Units will be listed in Hong Kong and the register would be kept in Hong Kong.

Under a remission order issued by the Secretary for the Treasury on 20 October 1999, no Hong Kong stamp duty is payable on an issue or redemption of Units.

Pursuant to the Stamp Duty (Amendment) Ordinance 2015, effective 13 February 2015, stamp duty payable in respect of any contract notes or instruments of transfer relating to transactions in the shares or units of an exchange traded fund traded on the SEHK is not payable. Accordingly transfers of Units do not attract stamp duty and no stamp duty is payable by Unitholders on any transfer.

Certification for Compliance with FATCA or Other Applicable Laws

Each Unitholder (i) will be required to, upon demand by the Trustee or the Manager, provide any form, certification or other information reasonably requested by and acceptable to the Trustee or the Manager that is necessary for the Trust or a Sub-Fund (A) to prevent withholding (including, without limitation, any withholding taxes required under FATCA) or qualify for a reduced rate of withholding (or mitigate backup withholding) in any jurisdiction from or through which the Trust or the relevant Sub-Fund receives payments and/or (B) to satisfy reporting or other obligations under US Code and the United States Treasury Regulations promulgated under the US Code, or to satisfy any obligations relating to any applicable law, regulation or any agreement with any tax or fiscal authority in any jurisdiction, (ii) will update or replace such form, certification or other information in accordance with its terms or subsequent amendments or when such form, certification or other information is no longer accurate, and (iii) will otherwise comply with any reporting obligations imposed by the United States, Hong Kong or any other jurisdiction, including reporting obligations that may be imposed by future legislation or future applicable laws.

Power to Disclose Information to Tax Authorities

Subject to applicable laws and regulations in Hong Kong, the Trust, the relevant Sub-Fund, the Trustee or the Manager or any of their authorised person(s) (as permissible under applicable law or regulation) may be required to report or disclose to any government agency, regulatory authority or tax or fiscal authority in any jurisdictions (including but not limited to the US IRS), certain information in relation to a Unitholder, including but not limited to the Unitholder’s name, address, taxpayer identification number (if any), and certain information relating to the Unitholder's holdings, to enable the Trust or the relevant Sub-Fund to comply with any applicable law or regulation or any agreement with a tax authority (including, but not limited to, any applicable law, regulation or agreement under FATCA).

Investors should refer to “Foreign Account Tax Compliance” in the section headed “Risk Factors” for disclosures regarding compliance with the regulations under the United States Foreign Account Tax Compliance Act.

Hong Kong requirements regarding tax reporting

The Inland Revenue (Amendment) (No.3) Ordinance (the “Ordinance”) came into force on 30 June 2016. This is the legislative framework for the implementation in Hong Kong of the Standard for Automatic Exchange of Financial Account Information (“AEOI”). The AEOI requires financial institutions (“FI”) in Hong Kong to collect information relating to non-Hong Kong tax residents holding accounts with FIs, and exchange such information with the jurisdiction(s) in which that account holder is resident. Generally, tax information will be exchanged only with jurisdictions with which Hong Kong has a Competent Authority Agreement (“CAA”); however, the Trust and/or its agents may further collect information relating to residents of other jurisdictions.

The Trust is a collective investment scheme within the definition set out in the SFO that is resident in Hong Kong, and is accordingly an investment entity with obligations to report as a financial institution in accordance with the Ordinance. This means that the Trust and/or its agents shall collect and provide to the Hong Kong Inland Revenue Department (“IRD”) tax information relating to Unitholders and prospective investors.

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

By investing in the Sub-Funds and/or continuing to invest in the Sub-Funds, Unitholders acknowledge that they may be required to provide additional information to the Trust, the Manager and/or the Trust's agents in order for the Trust to comply with AEOI. The Unitholder's information (and information on beneficial owners, beneficiaries, direct or indirect shareholders or other persons associated with such Unitholders that are not natural persons), may be communicated by the IRD to authorities in other jurisdictions. The failure of a Unitholder to provide any requested information, may result in the Trust, the Manager and/or other agents of the Trust taking any action and/or pursue remedies at their disposal including, without limitation, mandatory redemption or withdrawal of the Unitholder concerned in accordance with applicable laws and regulations, exercised by the Manager acting in good faith and on reasonable grounds.

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

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

This Schedule 1 contains disclosure relating to a Listed Class of Units only. References to "Units" and "Unitholders" in this Schedule shall be construed to refer to a Listed Class of Units. Save for terms defined below, all other terms used in this Schedule shall have the same meanings as assigned to them under the main part of the Prospectus. Please refer to Schedule 2 for information relating to the offer, subscription, switching and redemption of the Unlisted Class(es) of Units.

THE OFFERING

Initial Offer Period

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

To be dealt with during the Initial Offer Period, the relevant Participating Dealer must submit the Creation Applications to the Trustee and Registrar (with a copy to the Manager) on a Business Day no later than 5 Business Days prior to the Listing Date unless otherwise stated in the relevant Appendix.

If a Creation Application is received by the Trustee and Registrar after 5 Business Days prior to the Listing Date, that Creation Application shall be carried forward and deemed to be received at the opening of business on the next following Dealing Day, which shall be the Dealing Day for the purposes of that Creation Application.

The applicable Dealing Deadline during the Initial Offer Period is specified in the relevant Appendix.

Creation Applications must be made in Application Unit size or whole multiples thereof, which is the number of Listed Units specified in the relevant Appendix. Participating Dealers (acting for themselves or for their clients) can apply for Listed Units on each Dealing Day at the Issue Price.

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

After Listing

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

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

(a) buy and sell Listed Units on the SEHK; or

(b) apply for creation and redemption of Listed Units through Participating Dealers.

Buying and selling of Units on the SEHK

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

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

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

Creations and redemptions through Participating Dealers

Listed Units may be created by cash creation, in-kind creation or a combination of both, and redeemed by cash redemption, in-kind redemption or a combination of both (please refer to the relevant Appendix for details) in the primary market at the Issue Price and Redemption Value respectively through Participating Dealers in Application Unit size or multiples thereof. The Application Unit size is as set out in the relevant Appendix.

To be dealt with on a Dealing Day, the relevant Participating Dealer must submit the Creation Applications or the Redemption Application to the Trustee and the Registrar (with a copy to the Manager) before the Dealing Deadline on the relevant Dealing Day. The applicable Dealing Deadline After Listing is specified in the relevant Appendix. If a Creation Application or Redemption Application is received on a day which is not a Dealing Day or is received after the relevant Dealing Deadline on a Dealing Day, that Creation Application (or Redemption Application, as the case may be) shall be treated as having been received at the opening of business on the next following Dealing Day, which shall be the relevant Dealing Day for the purposes of that Creation Application (or Redemption Application, as the case may be). Participating Dealers reserve the right to reject, acting in good faith, any creation or redemption request received from a client under exceptional circumstances and may charge their clients such fee or fees as such Participating Dealers determine.

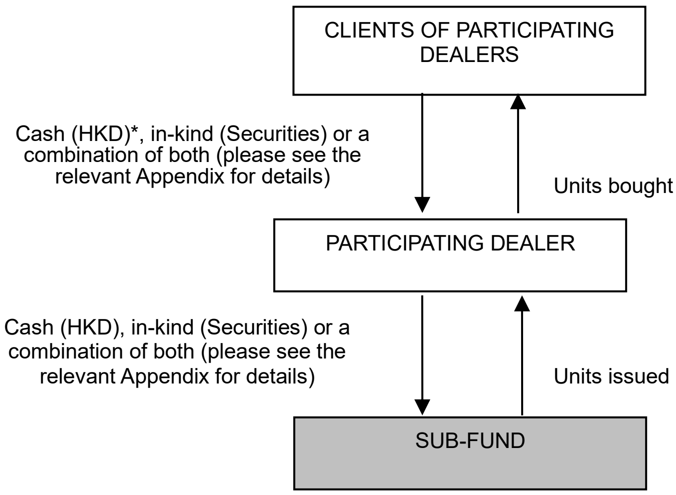
Settlement in cash for subscribing Listed Units is due by such time as agreed in the Operating Guidelines on the relevant Dealing Day or redeeming Listed Units is due 2 Business Days (unless otherwise stated in the relevant Appendix) after the Dealing Day, unless the Manager agrees with the relevant Participating Dealer to accept later settlement generally or in any particular case.

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

Diagrammatic illustration of investment in a Sub-Fund

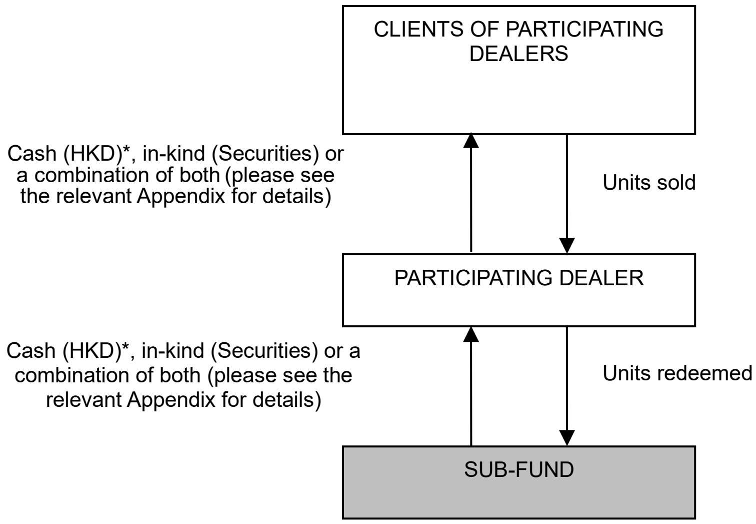
The diagrams below illustrate the issue or redemption and the buying or selling of Listed Units:

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



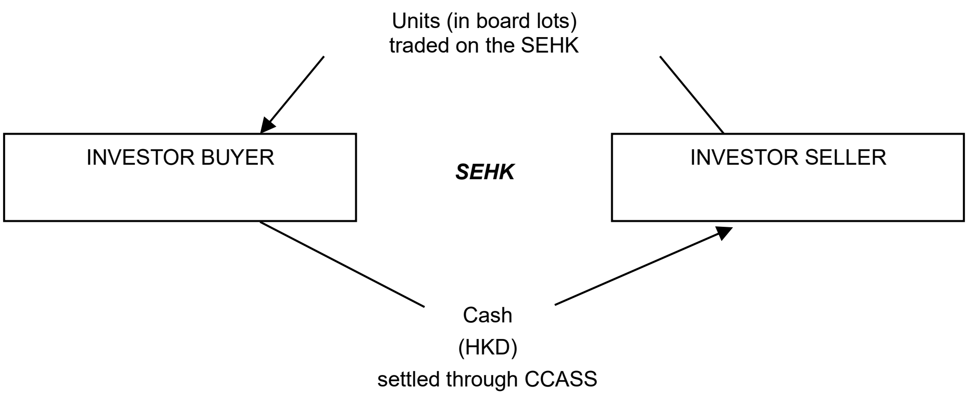
* *Clients of the Participating Dealers may agree with the Participating Dealers settlement in another currency.*

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



* *Clients of the Participating Dealers may agree with the Participating Dealers settlement in another currency.*

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



Summary of Offering Methods and Related Fees for Sub-Funds

Initial Offer Period

Method of Offering	**Minimum Number of Listed Units (or multiple thereof)**	**Channel**	**Available to**	**Consideration, Fees and Charges***
Cash creation, in-kind creation or a combination of both (see the relevant Appendix)	Application Unit size (see the relevant Appendix)	Through Participating Dealers only	Participating Dealers or any person acceptable to the Participating Dealer as its client	Cash (HKD) In-kind (where applicable) Transaction Fee (payable in HKD or such other currency as specified in the Appendix (see the relevant Appendix)) Any fees and charges imposed by the Participating Dealer (payable to the Participating Dealer in the currency determined by or agreed with it) Duties and Charges

After Listing

Method of Acquisition or Disposal of Listed Units	**Minimum Number of Listed Units (or multiple thereof)**	**Channel**	**Available to**	**Consideration, Fees and Charges***
Purchase and sale in cash through brokers on the SEHK (secondary market) in HKD	Board lot size (see the relevant Appendix)	On the SEHK	Any investor	Market price of Listed Units on SEHK (HKD) Brokerage fees and Duties and Charges
Cash creation and redemption, in-kind creation and redemption, or a combination of both (see the relevant Appendix)	Application Unit size (see the relevant Appendix)	Through Participating Dealers only	Participating Dealers or any person acceptable to the Participating Dealer as its client	Cash (payable in HKD or such other currency as specified in the Appendix) (where applicable) In-kind (where

				applicable) Transaction Fee (payable in HKD or such other currency as specified in the Appendix) Any fees and charges imposed by the Participating Dealer (payable to the Participating Dealer in the currency determined by or agreed with it) Duties and Charges

* *Please refer to "Fees and Expenses" for further details*

CREATIONS AND REDEMPTIONS (PRIMARY MARKET)

Investment in Listed Units

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

The first method is to create or to redeem Listed Units at Net Asset Value directly with the relevant Sub-Fund in the primary market through a Participating Dealer, being a licensed dealer that has entered into a Participation Agreement in respect of the relevant Sub-Fund.

Creation and redemption for Listed Units may be in cash (in HKD or such other currency as specified in the Appendix), in-kind (Securities) or a combination of both (please see the relevant Appendix for details).

Because of the size of the capital investment (i.e. Application Unit size) required either to create or redeem Listed Units through the Participating Dealer in the primary market, this method of investment is more suitable for institutional investors and market professionals. Participating Dealers reserve the right to reject, acting in good faith, any creation or redemption request received from a client under exceptional circumstances and may impose terms, including charges, for handling creation or redemption orders as they determine appropriate, as described in more detail in this section.

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

This section of this Prospectus describes the first method of investment and should be read in conjunction with the Operating Guidelines and the Trust Deed. The section on "Exchange Listing and Trading (Secondary Market)" relates to the second method of investment.

Creation of Listed Units through a Participating Dealer

Any application for the creation of Listed Units of a Sub-Fund must only be made through a Participating Dealer in respect of an Application Unit size or whole multiple thereof in accordance with the Operating Guidelines of each Sub-Fund. Investors cannot acquire Listed Units directly from a Sub-Fund. Only Participating Dealers may submit Creation Applications to the Trustee and Registrar (with a copy to the Manager).

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

In relation to cash creation of Listed Units, the Manager reserves the right to require the Participating Dealer to pay an additional sum for the purpose of compensating or reimbursing a Sub-Fund for the difference between:

(a) the prices used when valuing the Securities of the relevant Sub-Fund for the purpose of such issue of Listed Units; and

(b) the prices which would be used when acquiring the same Securities if they were acquired by the relevant Sub-Fund with the amount of cash received by the relevant Sub-Fund upon such issue of Listed Units.

The Participating Dealer may pass on to the relevant investor such additional sum.

Each Participating Dealer has indicated to the Manager that it will generally accept and submit creation request(s) received from you as its client(s), subject always to (i) mutual agreement between the relevant Participating Dealer and you as to its fees for handling such request(s); (ii) completion to its satisfaction of client acceptance procedures and requirements; (iii) no objection from the Manager to create Listed Units for the relevant Participating Dealer on your behalf (please refer to the sub-section on “Creation process” below for the examples of exceptional circumstances under which the Manager shall have the right to reject a Creation Application); and (iv) mutual agreement between the relevant Participating Dealer and you as to the method of effecting such creation request(s).

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

(a) any period during which (i) the creation or issue of Units of the relevant Sub-Fund, (ii) the redemption of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;

(b) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to any of the Securities in the relevant Index;

(c) where acceptance of the creation request would render the Participating Dealer in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Participating Dealer and/or any of its Connected Persons; or

(d) circumstances outside the control of the Participating Dealer make it for all practicable purposes impossible to process the creation request.

Requirements relating to creation requests by potential investors

Cash creation, in-kind creation or a combination of both is available to the Participating Dealers in respect of a Sub-Fund (please see the relevant Appendix for details). any cash payable by a Participating Dealer in a cash Creation Application can be in such currency as stated in the relevant Appendix.

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

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

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

Creation process

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

If a Creation Application is received on a day which is not a Dealing Day or is received after the relevant Dealing Deadline on a Dealing Day, that Creation Application shall be carried forward and deemed to be received at the opening of business on the next following Dealing Day, which shall be the Dealing Day for the purposes of that Creation Application.

To be effective, a Creation Application must:

(a) be given by a Participating Dealer in accordance with the Trust Deed, the relevant Participation Agreement and the relevant Operating Guidelines;

(b) specify the number of Listed Units and the class of Listed Units (where applicable) which is the subject of the Creation Application; and

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

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

(a) any period during which (i) the creation or issue of Units of the relevant Sub-Fund, (ii) the redemption of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;

(b) where in the opinion of the Manager, acceptance of the Creation Application would have an adverse effect on the relevant Sub-Fund;

(c) where in the opinion of the Manager, acceptance of the Creation Application would have a material impact on the market on which a Security (that is a component of the Index for the relevant Sub-Fund) has its primary listing;

(d) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to any of the Securities in the relevant Index;

(e) where acceptance of the Creation Application would render the Manager in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Manager and/or any of its Connected Persons;

(f) circumstances outside the control of the Manager make it for all practicable purposes impossible to process the Creation Application;

(g) the business operations of the Manager, the Trustee, the Administrator or the Registrar or any delegate of the Manager, the Trustee, the Administrator or the Registrar in relation to the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God; or

(h) an Insolvency Event occurs in respect of the relevant Participating Dealer.

In the event of such rejection, the Manager shall notify the relevant Participating Dealer and the Trustee, the Registrar and/or the Administrator of its decision to reject such Creation Application in accordance with the Operating Guidelines.

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

Where for any reason there is a limit to the number of Listed Units which can be created, priority will be given to Participating Dealers and the relevant Creation Applications as set out in the Operating Guidelines.

Where the Manager accepts a Creation Application from a Participating Dealer, it shall instruct the Trustee and Registrar to effect (i) for the account of the relevant Sub-Fund, the creation of Listed Units in Application Unit size in exchange for a transfer of cash (or cash and securities where permitted in respect of a Sub-Fund and set out in the relevant Appendix); and (ii) the issue of Listed Units to the Participating Dealer, both in accordance with the Operating Guidelines and the Trust Deed.

Issue of Listed Units

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

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

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

The creation and issue of Listed Units pursuant to a Creation Application shall be effected on the Dealing Day on which the Creation Application is received (or deemed received) and accepted in accordance with the Operating Guidelines but (i) for valuation purposes only, Listed Units shall be deemed created and issued after the Valuation Point on the Dealing Day on which the relevant Creation Application was received or deemed received, and (ii) the register will be updated on the

Settlement Day or, if the settlement period is extended, the Dealing Day immediately following the Settlement Day. If a Creation Application is received on a day which is not a Dealing Day or is received after the relevant Dealing Deadline on a Dealing Day, that Creation Application shall be treated as having been received at the opening of business on the next following Dealing Day, which shall be the relevant Dealing Day for the purposes of that Creation Application. An Extension Fee may be payable in relation to such an extension. See the section on "Fees and Expenses" for further details.

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

Fees relating to Creation Applications

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

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

Cancellation of Creation Applications

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

The Trustee, the Administrator and/or Registrar after consultation with the Manager may cancel a creation order in respect of any Listed Units deemed created pursuant to a Creation Application if it has not received the full amount of the cash (including Subscription Amount, Transaction Fee, Duties and Charges) (or cash and securities where permitted in respect of a Sub-Fund and set out in the relevant Appendix) relating to the Creation Application by the Settlement Day, provided that the Manager may at its discretion extend the settlement period and such extension to be on such terms and conditions (including as to the payment of any fees to the Manager or Extension Fee to the Trustee or their respective Connected Persons or otherwise) as the Manager may determine and in accordance with the provisions of the Operating Guidelines.

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

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

(a) the Trustee, the Administrator and/or the Registrar may charge the relevant Participating Dealer for the account of the Registrar and/or the Administrator an application cancellation fee (see the section on “Fees and Expenses” for further details);

(b) the Manager may at its discretion require the Participating Dealer to pay to the Trustee, for the account of the relevant Sub-Fund, in respect of each Unit so cancelled Cancellation Compensation, being the amount (if any) by which the Issue Price of each such Unit exceeds the Redemption Value which would have applied in relation to each such Unit if the Participating Dealer had, on the date on which such Listed Units are cancelled, made a Redemption Application, together with charges, expenses and losses incurred by the relevant Sub-Fund as a result of such cancellation;

(c) the Transaction Fee in respect of such Creation Application shall remain due and payable (notwithstanding that the Creation Application shall be deemed to never have been made) and once paid shall be retained by and for the benefit of the Trustee, the Registrar, the Administrator and/or the Service Agent or the Conversion Agent (as the case may be) (see the section on “Fees and Expenses” for further details); and

(d) no previous valuations of the Trust Fund shall be re-opened or invalidated as a result of the cancellation of such Listed Units.

Redemption of Listed Units through a Participating Dealer

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

A Participating Dealer may redeem Listed Units on any Dealing Day for its own account or for the account of its clients in accordance with the Operating Guidelines of each Sub-Fund.

In relation to cash redemption of Listed Units, the Manager reserves the right to require the Participating Dealer to pay an additional sum for the purpose of compensating or reimbursing the relevant Sub-Fund for the difference between:

(a) the prices used when valuing the Securities of the relevant Sub-Fund for the purpose of such redemption of Listed Units; and

(b) the prices which would be used when selling the same Securities if they were sold by the relevant Sub-Fund in order to realize the amount of cash required to be paid out of the relevant Sub-Fund upon such redemption of Listed Units.

The Participating Dealer may pass on to the relevant investor such additional sum.

Each Participating Dealer has indicated to the Manager that it will generally accept and submit redemption request(s) received from you as its client(s), subject always to (i) mutual agreement between the relevant Participating Dealer and you as to its fees for handling such request(s); (ii) completion to its satisfaction of client acceptance procedures and requirements; (iii) no objection from the Manager to redeem Listed Units for the relevant Participating Dealer on your behalf (please refer to the sub-section on “Redemption process” below for the examples of exceptional circumstances under which the Manager shall have the right to reject a Redemption Application); and (iv) mutual agreement between the relevant Participating Dealer and you as to the method of effecting such redemption request(s).

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

(a) any period during which (i) the creation or issue of Units of the relevant Sub-Fund, (ii) the redemption of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;

(b) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to any of the Securities in the Index;

(c) where acceptance of the redemption request would render the Participating Dealer in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Participating Dealer and/or any of its Connected Persons;

(d) circumstances outside the control of the Participating Dealer make it for all practicable purposes impossible to process the redemption request; or

(e) the business operations of the Manager in relation to the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

Requirements relating to redemption requests by potential investors

Cash redemption, in-kind redemption or a combination of both is available to the Participating Dealers in respect of a Sub-Fund (please see the relevant Appendix for details).

Any cash proceeds received by a Participating Dealer in a cash Redemption Application or a combination of cash and in-kind Redemption Application shall be paid in the base currency of the relevant Sub-Fund, unless otherwise stated in the relevant Appendix.

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

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

Redemption process

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

If a Redemption Application is received on a day which is not a Dealing Day or is received after the relevant Dealing Deadline on a Dealing Day, that Redemption Application shall be treated as having been received at the opening of business on the next following Dealing Day, which shall be the relevant Dealing Day for the purposes of that Redemption Application. The applicable Dealing Deadline After Listing is specified in the relevant Appendix.

To be effective, a Redemption Application must:

(a) be given by a Participating Dealer in accordance with the Trust Deed, the relevant Participation Agreement and the relevant Operating Guidelines;

(b) specify the number of Listed Units and the class of Listed Units (where applicable) which is the subject of the Redemption Application; and

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

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

(a) any period during which (i) the creation or issue of Units of the relevant Sub-Fund, (ii) the redemption of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;

(b) where in the opinion of the Manager, acceptance of the Redemption Application would have an adverse effect on the relevant Sub-Fund;

(c) where in the opinion of the Manager, acceptance of the Redemption Application would have a material impact on the market on which a Security and/or futures contract (that is a component of the Index for the relevant Sub-Fund) has its primary listing;

(d) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to any of the Securities and/or Futures Contracts in the Index;

(e) where acceptance of the Redemption Application would render the Manager in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Manager and/or any of its Connected Persons;

(f) circumstances outside the control of the Manager make it for all practicable purposes impossible to process the Redemption Application; or

(g) the business operations of the Manager, the Trustee, the Administrator or the Registrar or any delegate of the Manager, the Trustee, the Administrator or the Registrar in relation to the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

In the event of such rejection, the Manager shall notify the relevant Participating Dealer and the Trustee, the Administrator and/or the Registrar of its decision to reject such Redemption Application in accordance with the Operating Guidelines.

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

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

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

Redemption of Listed Units

Any accepted Redemption Application will be effected on the Settlement Day provided that a Redemption Application duly signed by a Participating Dealer (to the satisfaction of the Manager and the Trustee) has been received and provided further that the Trustee shall have received (unless otherwise provided in the Operating Guidelines) the original (and not a faxed copy) of the certificates (if any) representing the Listed Units to be cancelled (or an indemnity in terms acceptable to the Trustee) and the full amount of any amount payable by the Participating Dealer including the Transaction Fee and any other Duties and Charges have been either deducted or otherwise paid in full.

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

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

The interval between the receipt of a properly documented Redemption Application and payment of redemption proceeds (which shall be in the base currency of the Sub-Fund in the case of cash redemption or in a combination of cash in the base currency of the Sub-Fund and Securities in the case of a combination of cash and in-kind redemption (please see the relevant Appendix for details)) may not exceed one calendar month provided that there is no delay in submitting all duly completed redemption documentation and the determination of the Net Asset Value or dealing in Listed Units is not suspended.

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

Fees relating to Redemption Applications

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

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

Cancellation of Redemption Applications

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

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

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

(a) the the Administrator or the Registrar may charge the relevant Participating Dealer for the account of the Administrator or the Registrar an application cancellation fee (see the section on "Fees and Expenses" for further details);

(b) the Manager may at its discretion require the Participating Dealer to pay to the Trustee, for the account of the relevant Sub-Fund, in respect of each Unit so cancelled Cancellation Compensation, being the amount (if any) by which the Redemption Value of each such Unit is less than the Issue Price which would have applied in relation to each such Unit if the Participating Dealer had, on the actual date when the Manager is able to repurchase any replacement Securities made a Creation Application in accordance with the provisions of the Trust Deed plus such other amount as the Manager reasonably determines as representing any charges, expenses and losses incurred by the Sub-Fund as a result of such cancellation;

(c) the Transaction Fee in respect of such Redemption Application shall remain due and payable (notwithstanding that the Redemption Application shall be deemed to never have been made) and once paid, shall be retained by and for the benefit of the Trustee, the Administrator, the Registrar and/or the Service Agent or the Conversion Agent (as the case may be) (see the section on "Fees and Expenses" for further details); and

(d) no previous valuations of the Trust Fund shall be re-opened or invalidated as a result of an unsuccessful Redemption Application.

Deferred Redemption

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

Suspension of Creations and Redemptions

The Manager may, at its discretion, after consultation with the Trustee and the Registrar (and where practicable, after consultation with Participating Dealers), having regard to the best interests of the Unitholders, suspend the creation or issue of Units of any Sub-Fund, suspend the redemption of Units of any Sub-Fund and/or (subject to the approval of the SFC if such delay of payment of redemption proceeds exceeds one calendar month) delay the payment of any monies in respect of any Creation Application and/or Redemption Application in the following circumstances:

(a) during any period when trading on the SEHK or any other Recognised Stock Exchange or Recognised Futures Exchange is restricted or suspended;

(b) during any period when a market on which a Security and/or Futures Contract (as the case may be) (that is a constituent of the Index) has its primary listing, or the official clearing and settlement depositary (if any) of such market, is closed;

(c) during any period when dealing on a market on which a Security and/or Futures Contract(as the case may be) (that is a constituent of the Index) has its primary listing is restricted or suspended;

(d) during any period when, in the opinion of the Manager, settlement or clearing of Securities and/or Futures Contracts in the official clearing and settlement depositary (if any) of such market is disrupted;

(e) during the existence of any state of affairs as a result of which delivery or purchase of Securities and/or Futures Contracts, as appropriate or disposal of investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Manager, be effected normally or without prejudicing the interests of Unitholders of the relevant Sub-Fund;

(f) during any period when the relevant Index is not compiled or published;

(g) during any breakdown in any of the means normally employed in determining the Net Asset Value of the Sub-Fund or when for any other reason the value of any Securities or other property for the time being comprised in the Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;

(h) during any period when the determination of the Net Asset Value of the relevant Sub-Fund is suspended or if any circumstance specified in the section on "Suspension of Determination of Net Asset Value" below arises;

(i) during any period when the swap (if any) cannot be adjusted or reset for any reason; or

(j) during any period when the business operations of the Manager, the Trustee or the Registrar or the Administrator or any any delegate of the Manager or the Trustee or the Registrar or the Administrator in respect of the relevant Sub-Fund is substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riot, strikes or acts of God.

The Manager will, after consultation with the Trustee, the Administrator and the Registrar, having regard to the best interests of the Unitholders, suspend the right to subscribe for Units of the relevant Sub-Fund if, or if as a result of the investment of the proceeds of issue of such Units in accordance with its investment objective, the Trust collectively holds or would hold in aggregate more than 10% of the ordinary shares issued by any single issuer or such other percentage permitted under section of "Investment Objective, Investment Strategy, Investment Restrictions, Security Lending and Borrowing" below. In addition, where the relevant Sub-Fund under the Trust hold in aggregate more than the limit of 10% of the ordinary shares issued by any single issuer and the SFC has not agreed to waive this prohibition under the Code, the Manager will make it a priority objective to take all other necessary steps within a reasonable period to remedy such breach, taking into account the interests of the Unitholders.

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

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

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

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

Evidence of Unitholding

Listed Units will be deposited, cleared and settled by the CCASS. Listed Units are held in registered entry form only, which means that no Unit certificates are issued. HKSCC Nominees Limited is the registered owner (i.e. the sole holder of record) of all outstanding Listed Units deposited with the CCASS and is holding such Listed Units for the participants in accordance with the General Rules of HKSCC. Furthermore, the Trustee, the Registrar and the Manager acknowledge that pursuant to the General Rules of HKSCC neither HKSCC Nominees Limited nor HKSCC has any proprietary interest in the Listed Units. Investors owning Listed Units in CCASS are beneficial owners as shown on the records of the participating brokers or the relevant Participating Dealer(s) or PD Agent(s) (as the case may be) who are CCASS participants.

Restrictions on Unitholders

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

(a) a breach of the law or requirements of any country or governmental authority or any stock exchange on which the Units are listed in circumstances which, in the Manager's opinion, might result in the Trust or any Sub-Fund suffering any adverse effect which the Trust or the relevant Sub-Fund might not otherwise have suffered; or

(b) in the circumstances which, in the Manager's opinion, may result in the Trust or any Sub-Fund incurring any tax liability or suffering any other pecuniary disadvantage which the Trust or the relevant Sub-Fund might not otherwise have incurred or suffered.

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

Transfer of Units

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

EXCHANGE LISTING AND TRADING (SECONDARY MARKET)

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

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

The Manager will use its best endeavours to put in place arrangements so that at least one Market Maker will maintain a market for the Listed Units. Broadly, the obligations of a Market Maker will include quoting bid and offer prices on the SEHK with the intention of providing liquidity. Given the nature of the Market Maker's role, the Manager will make available to a Market Maker, the portfolio composition information made available to a Participating Dealer.

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

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

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

ISSUE PRICE AND REDEMPTION VALUE OF LISTED UNITS

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

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

The Redemption Value on a Dealing Day shall be the prevailing Net Asset Value of the relevant Sub-Fund in HKD (unless otherwise stated in the relevant Appendix) as at the relevant Valuation Point divided by the total number of Listed Units in issue rounded to the nearest four decimal places

(0.00005 or above being rounded up, and less than 0.00005 being rounded down).

The benefit of any rounding adjustments will be retained by the relevant Sub-Fund.

The latest Net Asset Value of the Listed Units will be available on the Manager's website at http://www.dcfund.com.hk (the contents of this website and any other websites referred to in this Prospectus have not been reviewed by the SFC) or published in such other publications as the Manager decides.

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

SCHEDULE 2 PROVISIONS RELATING TO THE OFFER, SUBSCRIPTION, SWITCHING AND REDEMPTION OF THE UNLISTED CLASS OF UNITS

This Schedule 2 contains disclosure relating to the Unlisted Class of Units only. Save for terms defined below, all other terms used in this Schedule shall have the same meanings as assigned to them under Part 1 of the Prospectus.

SUBSCRIPTION OF UNITS

Initial issue of Unlisted Class of Units

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

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

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

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

Subsequent issue of Unlisted Class of Units

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

Unless otherwise specified in the relevant Appendix, the Subscription Price on any Dealing Day will be the price per Unit ascertained by dividing the Net Asset Value of the relevant Class of the relevant Sub-Fund as at the Valuation Point in respect of the relevant Dealing Day by the number of Unlisted Units of such Class of that Sub-Fund then in issue and rounded to the nearest four decimal places (0.00005 and above being rounded up; below 0.00005 being rounded down) or in such manner and to such other number of decimal places as may from time to time be determined by the Manager after consulting the Trustee. Any rounding adjustment will be retained by the relevant Class of Sub Fund. The Subscription Price will be calculated in the Base Currency of the relevant Sub-Fund, and quoted in the Base Currency or (for Classes with a Class Currency other than the Base Currency) in the Class Currency of such Classes, converted at the exchange rate agreed by the Manager and the Trustee.

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

Separately, the Manager will adopt a pricing adjustment mechanism (commonly known as "swing pricing") in order to mitigate any adverse impact caused by a dilution of a Sub-Fund and may adjust upwards the Net Asset Value per Unit of the relevant Sub-Fund or the relevant Class in determining the Subscription Price. Please refer to the sub-section headed "Anti-dilution pricing adjustment" in the section headed "Adjustment of Prices" in this Schedule for further details.

Application procedure

To subscribe for Unlisted Units, an applicant should complete an application form and return the original form (if the original is required by the Manager or the Registrar), together with the required supporting documents, to the Registrar via the authorised distributor or the Manager.

Applications for Unlisted Class of Units during the relevant Initial Offer Period, together with cleared funds, must be received by no later than such time (as stated in the relevant Appendix) on the last day of the relevant Initial Offer Period. After the Initial Offer Period, applications must be received by the relevant Subscription Deadline.

Unless otherwise agreed by the Manager or the Registrar, application forms may be sent by post, facsimile or other electronic means from time to time determined by the Manager or the Registrar. Subsequent applications may also be sent by post, facsimile or other electronic means from time to time determined by the Manager or the Registrar. The original application form is not required to be submitted unless otherwise required by the Manger or the Registrar. Applicants who choose to send an application form by facsimile or other electronic means bear the risk of the form not being received by the Registrar. Applicants should therefore, for their own benefit, confirm with the Registrar safe receipt of an application form. Neither the Manager nor the Registrar (nor any of their respective officers, employees, agents or delegates) will be responsible to an applicant for any loss resulting from non-receipt or illegibility of any application form sent by facsimile or other electronic means or for any loss caused in respect of any action taken as a consequence of such application believed in good faith to have originated from properly authorised persons.

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

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

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

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

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

No applications for Unlisted Units will be dealt with during any periods in which the determination of the Net Asset Value of the relevant Sub-Fund is suspended (for details see "Suspension of Determination of Net Asset Value" below).

Payment procedure

Subscription monies should be paid in the Class Currency of the relevant Unlisted Class of Units. Payment details are set out in the application form.

Unless otherwise stated in the relevant Appendix or the Manager otherwise determines, payment for Unlisted Units shall be due in cleared funds in the relevant currency within 7 Business Days following the relevant Dealing Day on which an application was received by the Subscription Deadline. If payment in cleared funds is not received prior to such time as aforesaid, the application may, at the discretion of the Manager, be considered void and cancelled. Upon such cancellation, the relevant Unlisted Class of Units shall be deemed never to have been issued and the applicant shall have no right to claim against the Manager or the Registrar and/or the Administrator and any loss will be borne by the applicant, provided that: (i) no previous calculation of the Net Asset Value of the relevant Sub-Fund or Class shall be re-opened or invalidated as a result of the cancellation of such Unlisted Units; (ii) the Manager may require the applicant to pay to the Trustee/Registrar/Administrator , for the account of the relevant Sub-Fund, in respect of each Unit cancelled, the amount (if any) by which the Subscription Price on the relevant Dealing Day exceeds the applicable Redemption Price on the date of cancellation; and (iii) the Registrar or the Administrator shall be entitled to charge the applicant a cancellation fee for the administrative costs involved in processing the application and subsequent cancellation.

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

General

All holdings of Unlisted Units will be in registered form and certificates will not be issued. Evidence of title of Unlisted Units will be the entry on the register of Unitholders in respect of each relevant Sub-Fund. Unitholders should therefore be aware of the importance of ensuring that the Registrar is informed of any change to the registered details. Fractions of a Unit may be issued rounded down to the nearest 2 decimal places, unless otherwise specified in the Appendix of a relevant Sub-Fund. Subscription monies representing smaller fractions of a Unit will be retained by the relevant Class. A maximum of 4 persons may be registered as joint Unitholders.

REDEMPTION OF UNLISTED CLASS OF UNITS

Redemption procedure

Unitholders who wish to redeem their Unlisted Units in a Sub-Fund may do so on any Dealing Day by submitting a redemption request to the Registrar via an authorised distributor or the Manager.

Any redemption request must be received by the Registrar before the Redemption Deadline. Investors redeeming Unlisted Units through a distributor (or its nominee) should submit their redemption requests to the distributor (or its nominee) in such manner as directed by the distributor (or its nominee). Distributors (or their nominees) may have different dealing procedures, including earlier cut-off times for receipt of redemption requests. Where an investor holds its investment in Unlisted Units through a distributor (or its nominee), the investor wishing to redeem Unlisted Units must ensure that the distributor (or its nominee), as the registered Unitholder, submits the relevant redemption request by the Redemption Deadline. Redemption requests submitted after the applicable Redemption Deadline in respect of any Dealing Day will be dealt with on the next Dealing Day.

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

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

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

Payment of redemption proceeds

Unless otherwise specified in the relevant Appendix, and subject to any swing pricing adjustment made in accordance with the section "Anti-Dilution Pricing Adjustment" below, the Redemption Price on any Dealing Day will be the price per Unit ascertained by dividing the Net Asset Value of the relevant Class of the relevant Sub-Fund as at the Valuation Point in respect of the relevant Dealing Day by the number of Unlisted Units of such Class of that Sub-Fund then in issue and rounded to the nearest four decimal places (0.00005 and above being rounded up; below 0.00005 being rounded down) or in such manner and to such other number of decimal places as may from time to time be determined by the Manager after consulting the Registrar. Any rounding adjustment will be retained by the relevant Class of Sub Fund. The Redemption Price will be calculated in the Base Currency of the relevant Sub-Fund, and quoted in the Base Currency or (for Classes with a Class Currency other than the Base Currency) in the Class Currency of such Classes, converted at the exchange rate agreed by the Manager and the Registrar.

Separately, the Manager will adopt a pricing adjustment mechanism (commonly known as "swing pricing") in order to mitigate any adverse impact caused by a dilution of a Sub-Fund and may adjust downwards the Net Asset Value per Unit of the relevant Sub-Fund or the relevant Class in determining the Redemption Price. Please refer to the sub-section headed "Anti-dilution pricing adjustment" in the section headed "Adjustment of Prices" in this Schedule for further details.

The Manager may at its option impose a redemption fee in respect of the Unlisted Units to be redeemed as described in the section headed "Fees and Expenses" below. The Manager may, either generally or in any particular case, differentiate as to the amount of the redemption fee to be levied in respect of different Classes of Unlisted Units and/or allow to persons a discount to the redemption fee on such basis or on such scale as the Manager may think fit.

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

Redemption proceeds will not be paid to any redeeming Unitholder until (a) unless otherwise agreed in writing by the Manager and the Registrar, the written original of the redemption request duly signed by the Unitholder has been received by the Registrar and (b) the signature of the Unitholder (or each joint Unitholder) has been verified to the satisfaction of the Registrar.

Subject as mentioned above, and save as otherwise agreed by the Manager, and so long as relevant account details have been provided, redemption proceeds will normally be paid in the Class Currency of the relevant Sub-Fund by telegraphic transfer, within 7 Business Days after the relevant Dealing Day and in any event within one calendar month of the relevant Dealing Day or (if later) receipt of a properly documented redemption request, unless the markets in which a substantial portion of the relevant Sub-Fund's investments is made is subject to legal or regulatory requirements (such as foreign currency controls) thus rendering the payment of redemption proceeds within the aforesaid time period not practicable, but in such a case and the extended time frame for payment should reflect the additional time needed in light of the specific circumstances in the relevant markets. Any bank charges associated with the payment of such redemption proceeds will be borne by the redeeming Unitholder.

Payment will only be made to a bank account in the name of the Unitholder. No third party payments will be made.

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

Deferred redemption

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

Suspension and rejection of redemptions

The Manager may, at its discretion, after consultation with the Trustee and Registrar, having regard to the best interests of the Unitholders, suspend the redemption of Units of any Sub-Fund, or delay the payment of redemption proceeds in respect of any redemption request received, during any period in which the determination of the Net Asset Value of the relevant Sub-Fund is suspended (for details please see the section headed "Suspension of Determination of Net Asset Value").

Please also refer to the section headed "Suspension of the issue, subscription and redemption of Unlisted Class of Units" below.

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

(a) any period during which (i) the creation or issue of Units of the relevant Sub-Fund, (ii) the redemption of Units of the relevant Sub-Fund, and/or (iii) the determination of Net Asset Value of the relevant Sub-Fund is suspended;

(b) where in the opinion of the Manager, acceptance of the redemption application would have an adverse effect on the relevant Sub-Fund;

(c) where in the opinion of the Manager, acceptance of the redemption application would have a material impact on the market on which a Security and/or Futures Contract (that is a component of the Index for the relevant Sub-Fund) has its primary listing;

(d) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to any of the Securities and/or Futures Contracts in the relevant Index;

(e) where acceptance of the redemption application would render the Manager in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Manager and/or any of its Connected Persons;

(f) circumstances outside the control of the Manager make it for all practicable purposes impossible to process the redemption application; or

(g) the business operations of the Manager or the Trustee or the Registrar or the Administrator or any delegate of the Manager or the Trustee or the Registrar or the Administrator in relation to the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

In the event of such rejection, the Manager shall notify the relevant Unitholder and the Trustee/Registrar/Administrator of its decision to reject such redemption application.

Restrictions on Unitholders

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

(a) a breach of the law or requirements of any country or governmental authority in circumstances which, in the Manager's opinion, might result in the Trust or a Sub-Fund suffering any adverse effect which the Trust or the Sub-Fund might not otherwise have suffered; or

(b) in the circumstances which, in the Manager's opinion, may result in the Trust or a Sub-Fund incurring any liability to taxation or suffering any other pecuniary disadvantage which the Trust or the relevant Sub-Fund might not otherwise have incurred or suffered.

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

Transfer of Unlisted Class of Units

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

General

Fractions of a Unit may be redeemed rounded down to the nearest two decimal places, unless otherwise specified in the Appendix of a relevant Sub-Fund. Redemption monies representing smaller fractions of a Unit will be retained by the relevant Class.

SWITCHING

The Manager may from time to time permit Unitholders to switch some or all of their Unlisted Units of A Sub-Fund (the “Existing Class”) into the Unlisted Units, whether in respect of the same Sub-Fund or any other sub-funds managed by the Manager or its Connected Persons, and which has been authorised by the SFC (the “New Class”). Any switching will be by way of redeeming the Unlisted Units in the Existing Class held by the relevant Unitholders in accordance with the redemption procedures set out in the section headed “Redemption of Unlisted Class of Units” above and by re-investing the redemption proceeds thereof in an Unlisted Units of the same Sub-Fund in accordance with the subscription procedures set out in the section “Subscription of Unlisted Class of Units” above or in such other sub-funds in accordance with the provisions of the relevant offering documents for such other sub-funds (as the case may be).

Unitholders may request such switching by giving notice to the Registrar via an authorised distributor or the Manager by post, facsimile or other electronic means from time to time determined by the Manager or the Registrar. Neither the Manager nor the Registrar (nor any of their respective officers, employees, agents or delegates) shall be responsible to any Unitholder for any loss resulting from the non-receipt or illegibility of a request for switching transmitted by facsimile, or for any loss caused in respect of any action taken as a consequence of instructions believed in good faith to have originated from the Unitholder. A request for the switching of part of a holding of Unlisted Units will not be effected if, as a result, the Unitholder would hold less than the minimum holding specified for the New Class (if any).

Under the Trust Deed, the Manager is entitled to impose a switching fee on the switching of Units of up to 5% of the Redemption Price of the Units of the Existing Class being switched. The switching fee will be deducted from the amount reinvested in the New Class and will be paid to the Manager.

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

- redemption of the Unlisted Units of the Existing Class will be dealt with by reference to the Redemption Price on that Dealing Day (the “Switching Redemption Day”);

- where the Existing Class and the New Class have different currencies of denomination, the redemption proceeds of Unlisted Units of the Existing Class, after deduction of any switching fee, shall be converted into the currency of denomination of the New Class; and

- the redemption proceeds will be used to subscribe for Unlisted Units of the New Class at the relevant Subscription Price on the Dealing Day on which the Trustee receives cleared funds by the Subscription Deadline of the New Class (the “Switching Subscription Day”).

Subject to the time required to remit redemption proceeds in respect of the Unlisted Units of the Existing Class, the Switching Subscription Day may be later than the Switching Redemption Day.

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

Investors should note that switching between Listed Class of Units and Unlisted Class of Units by a Participating Dealer or otherwise is not available.

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

The Manager may, at its discretion, after consultation with the Trustee, Registrar and Administrator having regard to the best interests of the Unitholders, suspend the issue and/or redemption of Unlisted Units of a Sub-Fund and/or (subject to all applicable legal or regulatory requirements where payment of redemption proceeds exceeds one calendar month) delay the payment of any monies and transfer of any Securities in respect of any redemption application in the following circumstances:

(a) during any period when a market on which a Security and/or Futures Contract (as the case may be) that is a constituent of the Index of the relevant Sub-Fund has its primary listing, or the official clearing and settlement depositary (if any) of such market, is closed;

(b) during any period when dealing on a market on which a Security and/or Futures Contract (as the case may be) that is a constituent of the Index of the relevant Sub-Fund has its primary listing is restricted or suspended;

(c) during any period when, in the opinion of the Manager, settlement or clearing of Securities and/or Futures Contracts, in the official clearing and settlement depositary (if any) of such markets is disrupted;

(d) during the existence of any state of affairs as a result of which delivery or purchase of Securities and/or Futures Contracts, as appropriate or disposal of investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Manager, be effected normally or without prejudicing the interests of Unitholders of the relevant Sub-Fund;

(e) during any period when the Index for the relevant Sub-Fund is not compiled or published;

(f) during any breakdown in any of the means normally employed in determining the Net Asset Value of the relevant Sub-Fund or the Net Asset Value per Unit of the relevant Class or when for any other reason the value of any Securities or other property for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;

(g) during any period when the determination of the Net Asset Value of the relevant Sub-Fund is suspended or if any circumstance specified in the section on "Suspension of Determination of Net Asset Value" in this Prospectus arises;

(h) during any period when the swap (if applicable) cannot be adjusted or reset for any reason; or

(i) during any period when the business operations of the Manager, the Trustee or the Registrar or the Administrator, or any delegate of the Manager or the Trustee or the Registrar or the Administrator in respect of the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riot, strikes or acts of God.

The Manager may, after consultation with the Trustee and Registrar, having regard to the best interests of the Unitholders, suspend the right to subscribe for Units of the Sub-Fund if as a result of the investment of the proceeds of issue of such Units in accordance with its investment objective, the Trust collectively holds or would hold in aggregate more than 10% of the ordinary shares issued by any single issuer or such other percentage permitted under this Prospectus. In addition, where the Sub-Funds under the Trust hold in aggregate more than the limit of 10% of the ordinary shares issued by any single issuer and the SFC has not agreed to waive this prohibition under the Code, the Manager will make it a priority objective to take all other necessary steps within a reasonable period to remedy such breach, taking into account the interests of the Unitholders.

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

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

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

ADJUSTMENT OF PRICES

With a view to protecting the interest of Unitholders, the Manager may adopt a pricing adjustment mechanism to adjust the Net Asset Value per Unit of the relevant Sub-Fund or the relevant Class in determining the Subscription Price and/or the Redemption Price on a particular Dealing Day.

The Manager will consult the Trustee prior to any such adjustment.

Anti-dilution pricing adjustment

The Manager will adopt a pricing adjustment mechanism (commonly known as “swing pricing”) in order to mitigate any adverse impact caused by a dilution of a Sub-Fund and may adjust upwards (downwards) the Net Asset Value per Unit of the relevant Sub-Fund or the relevant Class in determining the Subscription Price (the Redemption Price).

Purchasing or selling the underlying assets of a Sub-Fund in response to a significant amount of net subscriptions or net redemptions may have a dilution effect on a Sub-Fund’s assets due to dealing and other associated costs (including, but not limited to, bid-offer spreads, brokerage, taxes and government charges) and therefore impact the Unitholders.

If, on a particular Dealing Day, the aggregate net transactions (either net subscriptions or net redemptions) of a Sub-Fund exceed the threshold as pre-determined by the Manager from time to time, the Net Asset Value per Unit of the relevant Sub-Fund or the relevant Class may be adjusted upwards (downwards) by an amount not exceeding 2% of that Net Asset Value in order to protect the interests of the Unitholders. The threshold is determined by the Manager taking into account factors including but not limited to the prevailing market conditions, the estimated dilution costs and the size of a Sub-Fund. The rate of adjustment may temporarily increase beyond the aforesaid percentage under exceptional circumstances (including but not limited to extreme market conditions which may have an unfavourable impact on the interests of existing Unitholders) if the Manager considers in good faith that it is in the best interests of the Unitholders as a whole. Any such adjustment will be retained by the Trustee on behalf of the relevant Sub-Fund and will form part of the Trust Fund of the relevant Sub-Fund or the relevant Class.

For the avoidance of doubt,

(a) the Manager will only apply the swing pricing in one direction on any given Dealing Day, i.e. the Subscription Price will not be adjusted upwards and the Redemption Price will not be adjusted downwards for the same Dealing Day;

(b) the Subscription Price and the Redemption Price, prior to any swing pricing adjustment, will be determined with reference to the same Net Asset Value per Unit of the relevant Class; and

(c) any adjustment to the Subscription Price or the Redemption Price must be made on a fair and equitable basis.

As the swing pricing will only be applied in one direction on a Dealing Day, the adjustment made to the Subscription Price or the Redemption Price (as the case may be) may also benefit certain investors relative to other Unitholders in the relevant Sub-Fund as a whole. For instance, investors subscribing into a Sub-Fund on a Dealing Day on which the Net Asset Value is adjusted downwards as a result of net redemptions from the relevant Sub-Fund may benefit from paying a lower Subscription Price in respect of their subscriptions than they would otherwise have been charged.

PART 2 – SPECIFIC INFORMATION RELATING TO EACH SUB-FUND

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

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

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

APPENDIX 1 – DA CHENG GALAXY HKEX BURSA MALAYSIA LARGE CAP ETF

THIS IS A PASSIVE EXCHANGE TRADED FUND.

INVESTORS SHOULD NOTE THAT THIS SUB-FUND OFFERS BOTH LISTED CLASS OF UNITS AND UNLISTED CLASSES OF UNITS. PLEASE REFER TO THE SECTIONS RELEVANT TO YOUR INTENDED HOLDING OF UNITS.

Key information

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

Key information applicable to both Listed Class of Units and Unlisted Classes of Units

Index	HKEX Bursa Malaysia Large Cap Net Total Return Index
Type of index	Net total return, i.e. the performance of the Index reflects the reinvestment of dividends and distributions, net of withholding tax, from the Index constituents.
Index Provider	HKEX Indices and Benchmarks Limited and the Bursa Malaysia Information Sdn Berhad
Base Currency	Hong Kong dollar (HKD)
Investment Strategy	Physical full replication strategy or representative sampling strategy. Please refer to the section on "What is the Investment Strategy?" below
Financial Year End	31 December
Website	http://www.dcfund.com.hk (the contents of this website have not been reviewed by the SFC)

Key information applicable to Listed Class of Units only

Initial Offer Period	9:00 a.m. (Hong Kong time) on 22 September 2026 to 12:00 p.m. (Hong Kong time) on 23 September 2026, or such dates or times as the Manager may determine
Initial Issue Date	25 September 2026 (the Business Day immediately before the Listing Date)
Listing Date (SEHK)	28 September 2026
Issue Price during the Initial Offer Period	HKD10
Exchange Listing	SEHK – Main Board
Stock Code	03143
Trading Board Lot Size	100 Units
Trading Currency	Hong Kong dollars (HKD)

Distribution Policy	The Manager has discretion as to whether or not to make any distribution of dividends, the frequency of distribution and amount of dividends. There is no guarantee of regular distribution nor, where distribution is made, the amount being distributed. Distributions on all Units, if any, will be in HKD only. Dividends may be paid out of capital, or out of gross income and all or part of the fees and expenses may be charged to capital at the Manager's discretion, resulting in an increase in distributable income for the payment of dividends and therefore, dividends may be paid effectively out of capital. This may result in an immediate reduction of Net Asset Value per Unit.
Creation/Redemption Policy	Cash (HKD) or in-kind or combination of both
Application Unit size (only by or through Participating Dealers)	Minimum 200,000 Units (or multiples thereof) or such other number of Units determined by the Manager, approved by the Trustee and notified by the Manager to the Participating Dealers
Dealing Deadline	12:00 p.m. (for cash creation / redemption, in-kind creation / redemption or combination of both) on the relevant Dealing Day, or such other time as the Manager (with the approval of the Trustee) may determine
Participating Dealer	Please refer to the Manager's website for the latest list of Participating Dealers.
Market Maker	Please refer to the Manager's website and the HKEX's website at www.hkex.com.hk for the latest lists of Market Makers.
Management Fee	Currently 0.90% per year of the Net Asset Value accrued daily and calculated as at each Dealing Day.
Trustee Fee	Currently, up to 0.03% per year of the Net Asset Value of the Sub-Fund, subject to a monthly minimum of HKD11,700.
Administration Fee	Currently, up to 0.03% per year of the Net Asset Value of the Sub-Fund, subject to a monthly minimum of HKD11,700.
Custodian Fee	Currently, 0.0205% per annum of the latest available market value of the assets of the Sub-Fund as at the end of the month.
Financial Year End	31 December
Service Agent	HK Conversion Agency Services Limited
Listing Agent	Altus Capital Limited
Website	http://www.dcfund.com.hk (the contents of this website have not been reviewed by the SFC)

Key information applicable to Unlisted Classes of Units only

Unlisted Classes of Units Offered	Class A (HKD) Units Class A (USD) Units Class A (RMB) Units Class A (RMB hedged) Units Class I (HKD) Units Class I (USD) Units Class M (HKD) Units Class M (USD) Units
Minimum initial investment and minimum holding	Class A (HKD) Units: HKD1 Class A (USD) Units: USD1 Class A (RMB) Units: RMB 1 Class A (RMB hedged) Units: RMB1 Class I (HKD) Units: HKD10,000,000 Class I (USD) Units: USD1,000,000 Class M (HKD) Units: HKD1 Class M (USD) Units: USD1
Minimum subsequent investment and minimum redemption amount	Class A (HKD) Units: HKD1 Class A (USD) Units: USD1 Class A (RMB) Units: RMB1 Class A (RMB hedged) Units: RMB1 Class I (HKD) Units: HKD100,000 Class I (USD) Units: USD10,000 Class M (HKD) Units: HKD1 Class M (USD) Units: USD1
Initial Offer Period	The Initial Offer Period of the Unlisted Classes of Units will be on such dates or times as the Manager may determine in due course.
Subscription Price during the Initial Offer Period	Class A (HKD) Units / Class I (HKD) Units / Class M (HKD) Units: HKD10 per Unit Class A (USD) Units / Class I (USD) Units / Class M (USD) Units: USD10 per Unit Class A (RMB) Units / Class A (RMB hedged) Units: RMB10 per Unit
Subscription Deadline / Redemption Deadline	12:00 p.m. (Hong Kong time) on the Dealing Day
Distribution Policy	The Manager has discretion as to whether or not to

	make any distribution of dividends, the frequency of distribution and amount of dividends. There is no guarantee of regular distribution nor, where distribution is made, the amount being distributed. Dividends may be paid out of capital, or out of gross income and all or part of the fees and expenses may be charged to capital at the Manager's discretion, resulting in an increase in distributable income for the payment of dividends and therefore, dividends may be paid effectively out of capital. This may result in an immediate reduction of Net Asset Value per Unit. All Units of the distribution Unlisted Class of Units will receive distributions (if any) in the currency of the relevant Classes.
Management Fee	Class A (HKD) Units / Class A (USD) Units / Class A (RMB) Units / Class A (RMB hedged) Units: 0.90% per annum of the Net Asset Value Class I (HKD) Units / Class I (USD) Units: 0.35% per annum of the Net Asset Value Class M (HKD) Units / Class M (USD) Units: nil
Trustee Fee	Currently, up to 0.03% per year of the Net Asset Value of the Sub-Fund, subject to a monthly minimum of HKD11,700.
Administration Fee	Currently, up to 0.03% per year of the Net Asset Value of the Sub-Fund, subject to a monthly minimum of HKD11,700.
Custodian Fee	Currently, 0.0205% per annum of the latest available market value of the assets of the Sub-Fund as at the end of the month.

Key similarities and differences between Listed Class of Units and Unlisted Class of Units

Investment Objective	Same for both Listed Class of Units and Unlisted Classes of Units. Please refer to the "What is the Investment Objective?" section of this Appendix.
Investment Strategy	Same for both Listed Class of Units and Unlisted Classes of Units. Please refer to the "What is the Investment Strategy?" section of this Appendix.
Valuation Policy	Same for both Listed Class of Units and Unlisted Classes of Units. Please refer to the "Determination of Net Asset Value" section in Part 1 of this Prospectus.
Deadline for Dealing in Units	Different in respect of each of Listed Class of Units and Unlisted Classes of Units.

	In respect of the Listed Class of Units: 12:00 p.m. (Hong Kong time) (for cash creation / redemption, in-kind creation / redemption or combination of both) on the relevant Dealing Day, or such other time as the Manager (with the approval of the Trustee) may determine In respect of the Unlisted Classes of Units: 12:00 p.m. (Hong Kong time) on the Dealing Day
Dealing Arrangement	Different in respect of each of Listed Class of Units and Unlisted Classes of Units. In respect of the Listed Class of Units: - the dealing period in respect of each Dealing Day for a Creation Application or Redemption Application commences at 9:00 a.m. (Hong Kong time) and ends at the Dealing Deadline at 12:00 p.m. (for cash creation / redemption, in-kind creation / redemption or combination of both) (Hong Kong time) on each Dealing Day ("Day T"), or such other time as the Manager (with the written approval of Trustee) may determine on any day when the trading hours of the SEHK are reduced; - a secondary market investor can buy and sell the Listed Class of Units on the SEHK through his stockbroker at any time the SEHK is open. Investors can buy or sell the Listed Class of Units at market price; and - the Creation Application or Redemption Application for Listed Class of Units received after 12:00 p.m. (for cash creation / redemption, for in-kind creation / redemption or combination of both) (Hong Kong time) on each Dealing Day will be processed on the next Dealing Day (i.e. Day T+1) at the Net Asset Value per Unit of Listed Class of Units of Day T+1. In respect of the Unlisted Classes of Units: - the Subscription Deadline and Redemption Deadline is 12:00 p.m. (Hong Kong time) on each Dealing Day. Investors can buy or sell the Unlisted Classes of Units at Net Asset Value. - The subscription application or redemption requests for Unlisted Classes of Units submitted after 12:00 p.m. (Hong Kong time) on Day T, i.e. after the Subscription or Redemption Deadline of Day T for such class, will be processed on the next Dealing Day (i.e. Day T+1) at the Net Asset Value per Unit of Unlisted Class of Units of Day T+1. Please refer to Schedule 1 "Provisions relating to the offer, creation, redemption, listing and trading of the

	Listed Class of Units" and Schedule 2 "Provisions relating to the offer, subscription, conversion and redemption of the Unlisted Classes of Units" in Part 1 of this Prospectus for information relating to the Listed Class of Units and Unlisted Classes of Units respectively.
Dealing Frequency	Same for both Listed Class of Units and Unlisted Classes of Units – daily on each Business Day.
Valuation Point	Same for both Listed Class of Units and Unlisted Classes of Units – approximately 5:00 p.m. (Hong Kong time) on the applicable valuation day (which coincides with each Dealing Day).
Fee Structure	Different in respect of each of the Listed Class of Units and Unlisted Classes of Units. Both classes of Units are subject to management fee. **In respect of the Listed Class of Units,** the current rate of the management fee is 0.90% per annum of the Net Asset Value accrued daily and calculated as at each Dealing Day. **In respect of the Unlisted Classes of Units,** the current rate of the management fee is as follows, accrued daily and calculated based on the Net Asset Value as at each Dealing Day: Class A (HKD) Units / Class A (USD) Units / Class A (RMB) Units / Class A (RMB hedged) Units: 0.90% per annum of the Net Asset Value Class I (HKD) Units / Class I (USD) Units: 0.35% per annum of the Net Asset Value Class M (HKD) Units / Class M (USD) Units: nil The Trustee's fee, the administration fee and the custodian fee are the same in respect of both Listed Class of Units and Unlisted Classes of Units. An investment in the Listed Class of Units in the secondary market is subject to fees involved in relation to the trading of such Units on the SEHK (such as the Service Agent's fee, transaction costs, brokerage fee, transaction levy, trading fee etc.). An Investment in the Unlisted Classes of Units may be subject to the payment of subscription fees, redemption fees, switching fees (if applicable). Please refer to the "Fees and Expenses" section and Schedule 3 of this Prospectus for further information.
Investment return / Net Asset Value	Different in respect of each of the Listed Class of Units and Unlisted Classes of Units due to various factors,

	including but not limited to the different fee structures applicable to each class of Units, different dealing arrangements (i.e. Listed Class of Units can be bought and sold at market price whereas Unlisted Classes of Units are bought and sold at Net Asset Value) and costs (such as Transaction Fee and Duties and Charges in respect of creation and redemption of Listed Class of Units in the primary market and fees payable in respect of trading of Listed Classes of Units in the secondary market), stamp duty. Accordingly, the performance of the different classes of Units will be different. Please refer to the "Risks associated with differences in trading, fee and cost arrangements between Listed Class and Unlisted Class(es) of Units" risk factor in Part 1 of this Prospectus.
Termination	Due to the nature of the listing of the Listed Class of Units, the termination procedures applicable to the Listed Class of Units and Unlisted Classes of Units may differ. Please refer to the sub-section headed "Termination" under the section headed "Statutory and General Information" in Part 1 of this Prospectus for further details.

What is the Investment Objective?

The investment objective of the Sub-Fund is to provide investment results that, before deduction of fees and expenses, closely correspond to the performance of the HKEX Bursa Malaysia Large Cap Net Total Return Index (the "**Index**"). There can be no assurance that the Sub-Fund will achieve its investment objective.

What is the Investment Strategy?

In seeking to achieve the Sub-Fund's investment objective, the Manager and Sub-Manager will either use a full replication strategy or a representative sampling strategy as the Manager and the Sub-Manager believes to be appropriate in order to achieve the investment objective of the Sub-Fund by tracking the Index as closely as possible to the benefit of the investors. The Sub-Fund may switch between the full replication strategy and the representative sampling strategy in its absolute discretion without prior notice to investors.

In pursuing the full replication strategy, the Sub-Fund will invest in substantially all securities constituting the Index (the "Index Securities") in substantially the same weightings (i.e. proportions) as these Index Securities have in the Index.

In pursuing the representative sampling strategy, the Manager and Sub-Manager may:

(i) invest in a representative sample whose performance is closely correlated with the Index, but whose constituents may or may not themselves be constituents of the Index;

(ii) invest less than 30% of the Sub-Fund's Net Asset Value in collective investment schemes ("**CIS**"), each being either an exchange traded fund or an unlisted index tracking fund which tracks an index that has a high correlation with the Index. Such CIS may be authorised by the SFC, eligible schemes under Chapter 7.11A of the Code, or non-eligible schemes. For the avoidance of doubt, the Sub-Fund's aggregate investment in non-eligible schemes and not authorised by the SFC may not exceed 10% of the Net Asset Value of the Sub-Fund; and/or

(iii) invest in financial derivative instruments ("**FDIs**") including futures, forwards and swaps with less than 30% of the Sub-Fund's Net Asset Value for investment and hedging purposes, where the Manager and the Sub-Manager believe such investments will help the Sub-Fund achieve its investment objective and are beneficial to the Sub-Fund. The swaps which may be invested by the Sub-Fund will be funded total return swap transaction(s) whereby the Sub-Fund will pass on the relevant portion of cash to the swap counterparty(ies) and in return the swap counterparty(ies) will provide the Sub-Fund with an exposure to the economic gain/loss in the performance of the relevant securities (net of indirect costs). The Manager is independent of the swap counterparties. Each swap counterparty for such transactions will be independent counterparties approved by the Manager with credit rating of at least BBB- (by Moody's or Standard & Poor's, or any other equivalent ratings by recognised credit rating agencies) or which are substantial financial institutions or such other entity as accepted by the SFC on a case-by-case basis. The swap counterparties are monitored on an on-going basis as well as reviewed at least once a year by the Manager to ensure they continue to meet the aforesaid selection criteria. For the avoidance of doubt, investments in swaps by the Sub-Fund will be up to 15% of its Net Asset Value.

In pursuing a representative sampling strategy, the Manager and Sub-Manager may cause the Sub-Fund to deviate from the Index weighting on condition that the maximum deviation from the Index weighting of any constituent will not exceed 3% or such other percentage as determined by the Manager and Sub-Manager after consultation with the SFC.

Other investments

The Sub-Fund may invest in money market funds (subject to the investment restrictions as set out in Chapter 7 of the Code), and in cash deposits and cash equivalents for cash management purposes, up to 10% of its Net Asset Value.

The Manager and Sub-Manager may, on behalf of the Sub-Fund, enter into securities lending transactions, with the maximum level for up to 50% and expected level for approximately 20% of its Net Asset Value, and is able to recall the securities lent out at any time. All securities lending transactions will only be carried out in the best interest of the Sub-Fund and as set out in the relevant securities lending agreement. Such transactions may be terminated at any time by the Manager at its absolute discretion.

As part of the securities lending transactions, the Sub-Fund must receive cash and/or non-cash collateral of at least 100% of the value of the securities lent (interests, dividends and other eventual rights included). The collateral will be marked-to-market on a daily basis and be safekept by the Custodian. The valuation of the collateral generally takes place on trading day T. If the value of the collateral falls below 100% of the value of the securities lent on any trading day T, the Manager will call for additional collateral on trading day T, and the borrower will have to deliver additional collateral to make up for the difference in securities value, with settlement of such delivery expected to occur on or before trading day T+2. Non-cash collateral received may not be sold, re-invested or pledged. Please refer to "Collateral" under the section headed "Investment Objective, Strategy and Restrictions" in Part 1 of this Prospectus for details of the requirements in relation to collateral received as part of the securities lending transactions.

In conducting securities lending transactions, the Manager will select independent counterparties approved by the Manager which (i) are incorporated in countries of high credit quality; (ii) have a minimum long-term credit rating of A2 or short-term credit rating of P2 by Moody's or equivalent assigned by reputable credit rating agencies; or (iii) be a licensed corporation with the SFC or registered institution with the Hong Kong Monetary Authority. All the revenues arising from securities lending transactions, net of direct and indirect expenses as reasonable and normal compensation for the services rendered in the context of the securities financing transactions to the extent permitted by applicable legal and regulatory requirements, shall be returned to the Sub-Fund. Please refer to “Securities financing transactions” under the section headed “Investment Objective, Strategy and Restrictions” in Part 1 of this Prospectus for details of the Manager’s policy in relation to securities lending transactions.

The Manager and the Sub-Manager do not currently intend to enter into sale and repurchase transactions, reverse repurchase transactions and other similar over-the-counter transactions on behalf of the Sub-Fund. The Manager and the Sub-Manager will seek prior approval of the SFC (to the extent required under applicable regulatory requirements) and provide at least one month’s prior notice to Unitholders before the Manager and the Sub-Manager engage in any such transactions.

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

Dealing of Listed Class of Units

The information below is applicable to the Listed Class of Units only.

The Offering Phases of the Listed Class of Units

Initial Offer Period

The Initial Offer Period commences at 9:00 a.m. (Hong Kong time) on 22 September 2026 and ends at 12:00 p.m. (Hong Kong time) on 23 September 2026, or such other date as the Manager may determine.

The Listing Date is expected to be on 28 September 2026 but may be postponed by the Manager to a date no later than 4 November 2026.

The Issue Price of Units which is the subject of a Creation Application during the Initial Offer Period is HKD10 per Unit, or such other amount determined by the Manager with the approval of the Trustee. Creation Applications can be in cash (in HKD only).

The table below summarises the offering methods and related fees during the Initial Offer Period.

Method of Offering	Minimum Number of Units (or multiple thereof)	Channel	Available to	Consideration, Fees and Charges*
Cash (HKD)	Application Unit size	Through Participating Dealers only	Participating Dealers or any person acceptable to the Participating Dealer as its client	Cash (in HKD only) Transaction Fee (payable in HKD only) Any fees and charges imposed by the Participating Dealer (payable to

				the Participating Dealer in the currency determined by or agreed with it) Transaction Fee payable to the Trustee (payable in the currency as specified in the section "Fees and Expenses") Transaction Fee payable to the Service Agent (payable in HKD) Duties and Charges (payable in HKD)

After Listing

Subject to the granting of listing of, and permission to deal in, the Units of the Sub-Fund on the SEHK as well as the compliance with the stock admission requirements of HKSCC, such Units will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the date of commencement of dealings in such Units on the SEHK or on any other date HKSCC chooses.

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

Dealings in the Units of the Sub-Fund are expected to commence on 28 September 2026 but may be postponed by the Manager to a date no later than 4 November 2026.

The current Dealing Deadline is 12:00 p.m. (for cash creation / redemption or in-kind creation / redemption or combination of both) on the relevant Dealing Day.

Creation Applications can be made in cash (in HKD only), in-kind or in combination of both. Settlement for subscribing Units is due at the time specified in the Operating Guidelines on the relevant Dealing Day in accordance with the Operating Guidelines.

The table below summarises the offering methods and related fees After Listing.

Method of Acquisition or Disposal of Units	**Minimum Number of Units (or multiple thereof)**	**Channel**	**Available to**	**Consideration, Fees and Charges***
Purchase and sale in cash through brokers on the SEHK	Board lot size	On the SEHK	Any investor	Market price of Units on SEHK (HKD for HKD traded Units)

(secondary market) in HKD				Brokerage fees and Duties and Charges
Cash creation and redemption in-kind creation and redemption or combination of both	Application Unit size	Through Participating Dealers only	Participating Dealers or any person acceptable to the Participating Dealer as its client	Cash (in HKD only) Portfolio of Securities and cash component (in HKD only) Transaction Fee (payable in HKD only) Any fees and charges imposed by the Participating Dealer (payable to the Participating Dealer in the currency determined by or agreed with it) Transaction Fee payable to the Trustee (payable in the currency as specified in the section “Fees and Expenses”) Transaction Fee payable to the Service Agent (payable in HKD) Duties and Charges (payable in HKD)

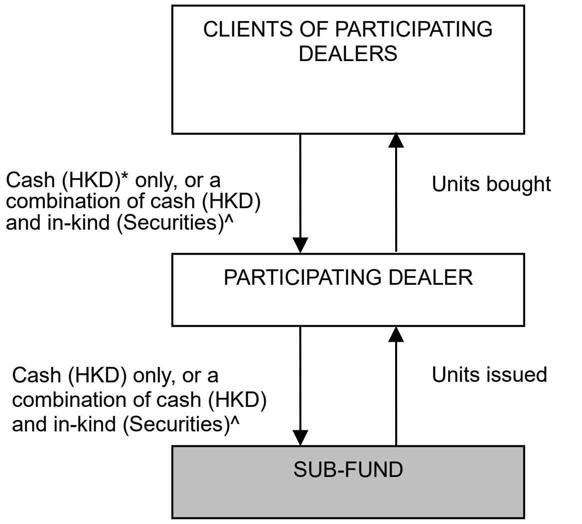
** Please refer to “Fees and Expenses” for further details.*

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

Diagrammatic illustration of investment in the Sub-Fund

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

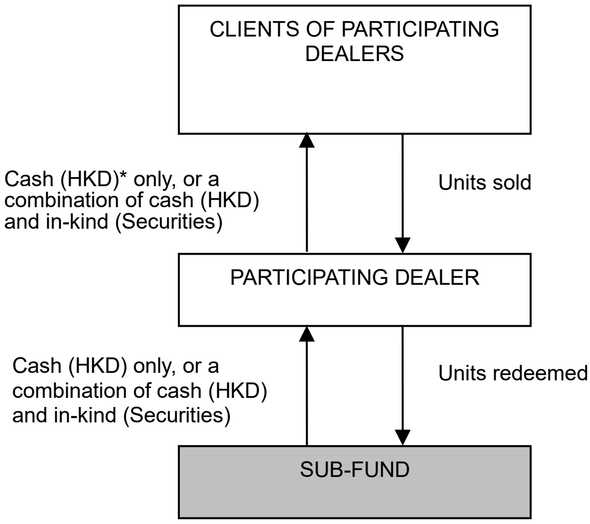
(a) Issue and buying of Units in the primary market – Initial Offer Period and After Listing



** Clients of the Participating Dealers may agree with the Participating Dealers settlement in another currency.*

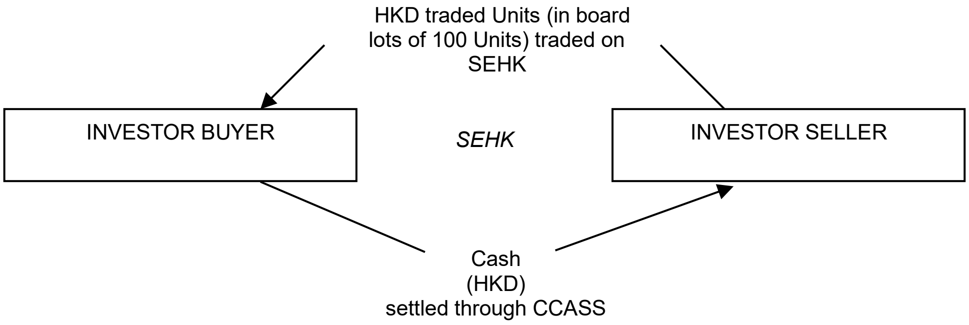
^ Creation Applications can only be made in cash (in HKD only) during the Initial Offer Period.

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



** Clients of the Participating Dealers may agree with the Participating Dealers settlement in another currency.*

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



Creations and Redemptions through Participating Dealers

Units are created at the Issue Price by creation in cash (in HKD only), in-kind or in combination of both (except that during the Initial Offer Period Creation Applications can only be made in cash (in HKD only)) and redeemed at the Redemption Value by redemption in cash (in HKD only), in-kind or in combination of both through Participating Dealers in Application Unit size or multiples thereof or such other number of Units.

All Creation Applications may be made in cash (in HKD only), in-kind or in combination of both. Settlement for subscribing Units is due at the time specified in the Operating Guidelines on the relevant Dealing Day in accordance with the Operating Guidelines.

The attention of investors is drawn to the section entitled "The Offering" in Schedule 1 to Part 1 of this Prospectus.

All Units can be redeemed (through a Participating Dealer) in cash (in HKD only), in-kind or in combination of both. All accepted Redemption Applications will be effected on the Settlement Day. Payment of redemption proceeds will be settled within one calendar month from the receipt of a properly documented Redemption Application provided that there is no delay in submitting all duly completed redemption documentation and the determination of the Net Asset Value or dealing in Units is not suspended.

Please refer to the section entitled "Creations and Redemptions (Primary Market)" in Schedule 1 to Part 1 of this Prospectus for details.

Summary of timetable

The following table summarises all key events and the Manager's expected timetable:

Initial Offer Period commences • Participating Dealers may apply for creation for themselves or for their clients in a minimum number of 200,000 Units (or multiples thereof or such other number of Units)	• 9:00 a.m. (Hong Kong time) on 22 September 2026 but may be postponed by the Manager to no later than 9:00 a.m. (Hong Kong time) on 30 October 2026
The date that is at least 2 Business Days prior to the Listing Date • Latest time for Creation Applications by Participating Dealers for Units to	• 12:00 p.m. (Hong Kong time) on 23 September 2026 but may be

be available for trading on the Listing Date	postponed by the Manager to a date no later than 30 October 2026
After Listing (period commences on the Listing Date) • All investors may start trading Units on the SEHK through any designated brokers; and • Participating Dealers may apply for creation and redemption (for themselves or for their clients) in a minimum number of 200,000 Units (or multiples thereof) continually	• During the trading hours of the SEHK on 28 September 2026, but may be postponed by the Manager to a date no later than 4 November 2026 • 9:00 a.m. (Hong Kong time) to 12:00 p.m. (for cash Creation Application, in-kind Creation Application or combination of cash and in-kind Creation Application)

Exchange listing and trading (secondary market)

General

Application has been made to the Listing Committee of the SEHK for the listing of, and permission to deal in the Units.

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

Dealings on the SEHK in Units are expected to commence on 28 September 2026. All Units will be traded on the SEHK in board lots of 100 Units. Participating Dealers should note that they will not be able to sell or otherwise deal in the Units on the SEHK until dealings begin on the SEHK.

The Units have a SEHK stock code 03143 and a short name DC CG HKEXBURSA with International Securities Identification Number (ISIN) HK0001364618.

Redemptions

All Units can be redeemed directly (through a Participating Dealer). Redemption proceeds may be paid in cash (in HKD), in-kind or combination of both. Any accepted Redemption Application will be effected in accordance with the Operating Guidelines and the Trust Deed.

Dealing of Unlisted Classes of Units

The information below is applicable to the Unlisted Classes of Units only.

Subscription and Redemption of Unlisted Classes of Units

<u>Available Unlisted Classes of Units</u>

The Sub-Fund currently offers the following Unlisted Classes of Units to investors:

- Class A (HKD) Units

- Class A (USD) Units
- Class A (RMB) Units
- Class A (RMB hedged) Units
- Class I (HKD) Units
- Class I (USD) Units
- Class M (HKD) Units
- Class M (USD) Units

Class I Units are available for investment for institutional investors, professional investors and other investors as determined by the Manager.

Class M USD Units are only available for investment by managed accounts and other funds managed by the Manager or its associated entity(ies) or by other investors as agreed by the Manager.

The Manager will determine a person's eligibility to subscribe for Class I Units and Class M Units and will have the absolute discretion to decline any subscription application for such Classes of Units as it sees fit. Where a holder of Class I Units or Class M Units (as the case may be) ceases to become eligible to subscribe for such Class of Units, such holder may only redeem its Class I Units or Class M Units (as the case may be) and may not subscribe for additional Units of the relevant Class.

The Manager may in future determine to issue additional Unlisted Class(es) of Units.

Initial Offer Period

The Initial Offer Period of the Unlisted Classes of Units will be on such dates or times as the Manager may determine in due course.

Initial Subscription Price

The initial Subscription Price for each of the Unlisted Classes of Units is as follows:

Class A (HKD) Units / Class I (HKD) Units / Class M (HKD) Units: HKD10 per Unit

Class A (USD) Units / Class I (USD) Units / Class M (USD) Units: USD10 per Unit

Class A (RMB) Units / Class A (RMB hedged) Units: RMB10 per Unit

The Manager may at any time decide to close a Class to further subscriptions before the end of the Initial Offer Period without any prior or further notice.

Dealing procedures

For details of dealing procedures, please refer to the information below and in Schedule 3 of this Prospectus. The following apply to the Sub-Fund:

Dealing Day	Each Business Day
Dealing Deadline	12:00 p.m. (Hong Kong) on the relevant Dealing Day
Deadline for cleared funds	4:00 p.m. (Hong Kong time) on the Business Day following the relevant Dealing Day

Investors should note that subscription monies in respect of the Sub-Fund must be paid in the currency of denomination of the relevant class of Units. Redemption proceeds will be paid to redeeming Unitholders in the currency of denomination of the relevant class of Units.

Subscription Price and Redemption Price

The Subscription Price and Redemption Price of each of the Unlisted Class of Units on any Dealing Day will be the price per Unit of the relevant Unlisted Class of Units ascertained by dividing the Net Asset Value of the relevant Class as at the Valuation Point in respect of the relevant Dealing Day by the number of Units of that class then in issue and rounded to the nearest 4 decimal places (0.00005 or above being rounded up, and less than 0.00005 being rounded down). Any rounding adjustment will be retained by the relevant Class.

Payment of subscription monies

Subscription monies in respect of Unlisted Classes of Units should be received in cleared funds by (i) the deadline for cleared funds on the relevant Dealing Day on which an application was received by the Subscription Deadline or (ii) in the case of applications for Unlisted Classes of Units during the Initial Offer Period, such time on the last day of the Initial Offer Period of Unlisted Classes of Units, or within such other period as determined by the Manager.

Payment of redemption proceeds

Subject to the swing pricing adjustment made in accordance with the section "Adjustment of Prices" in Schedule 2 to Part 1 of this Prospectus, save as otherwise agreed by the Manager, and so long as relevant account details have been provided, redemption proceeds will normally be paid at the risk and expense of the redeeming Unitholder in the Class Currency of the relevant Unlisted Class of Units by telegraphic transfer within 7 Business Days after the relevant Dealing Day to the relevant distributor (or its nominee)'s account, after which the redemption proceeds will be normally transferred to the respective Unitholder within one Business Day by the distributor after the distributor has received such redemption proceeds, subject to the transferal arrangement between the distributor and the Unitholder. In any event, the redemption proceeds will be paid within one calendar month of the relevant Dealing Day or (if later) receipt of a properly documented redemption request, unless the market(s) in which a substantial portion of the Sub-Fund's investments is made is subject to legal or regulatory requirements (such as foreign currency controls) thus rendering the payment of redemption proceeds within the aforesaid time period not practicable, but in such a case the extended time frame for payment should reflect the additional time needed in light of the specific circumstances in the relevant market(s).

Investment minima

The following investment minima apply to the Unlisted Classes of Units:

	Minimum initial investment	*Minimum subsequent investment*	*Minimum holding*	*Minimum redemption amount*
Class A (HKD) Units	HKD1	HKD1	HKD1	HKD1
Class A (USD) Units	USD1	USD1	USD1	USD1
Class A (RMB) Units / Class A (RMB hedged) Units	RMB1	RMB1	RMB1	RMB1
Class I (HKD) Units	HKD10,000,000	HKD100,000	HKD10,000,000	HKD100,000

Class I (USD) Units	USD1,000,000	USD10,000	USD1,000,000	USD10,000
Class M (HKD) Units	HKD1	HKD1	HKD1	HKD1
Class M (USD) Units	USD1	USD1	USD1	USD1

The Manager reserves the right to waive the minimum initial investment, minimum subsequent investment, minimum holding and minimum redemption amount requirements for any Classes of Units.

Switching

Investors should note that switching between Unlisted Classes of Units and Listed Class of Units is not available. Switching between different classes of Unlisted Classes of Units of the Sub-Fund may be permitted by the Manager. Please refer to the section "Switching of Unlisted Class(es) of Units" in Schedule 2 to Part 1 of this Prospectus.

Overview of Malaysia Capital Market

Bursa Malaysia is the principal securities exchange in Malaysia and is currently the sole entity authorised to carry out listing and trading in equities and certain other securities in Malaysia (excluding the Labuan International Business and Financial Centre). Bursa Malaysia operates a fully integrated exchange providing listing, trading, clearing, settlement and depository services, and is the official source of market trading data and information in respect of securities listed on its markets. Bursa Malaysia's activities are subject to the Capital Markets and Services Act 2007 of Malaysia and related subsidiary legislation, rules and guidelines.

The equity market of Bursa Malaysia comprises the Main Market, the ACE Market, and the LEAP Market. The Main Market is the flagship board for established companies that meet specified eligibility criteria (including profit track record or alternative listing criteria, size and public shareholding spread requirements). The ACE Market is a sponsor-driven market introduced as an alternative equity platform for growth companies with more flexible listing requirements, and is generally oriented towards companies with higher growth potential and, in some cases, shorter operating histories. The LEAP Market is a feeder market providing companies (mainly SMEs) with greater fund-raising access and visibility via the capital market, and is only accessible to "Sophisticated Investors" as defined under the Capital Markets and Services Act 2007 of Malaysia.

The official currency of Malaysia, and the principal trading and settlement currency of Bursa Malaysia, is Malaysian Ringgit ("MYR"). MYR is subject to the exchange control framework administered by the Central Bank of Malaysia (Bank Negara Malaysia) and is not fully freely convertible outside Malaysia. However, profits and capital gains arising from exchange traded securities and derivatives on recognised exchanges are freely convertible into foreign currency by external account holders for repatriation abroad.

The key broad-market benchmark for the Main Market of Bursa Malaysia is the FTSE Bursa Malaysia KLCI ("FBMKLCI"), which tracks the performance of the 30 largest companies by full market capitalisation listed on the Main Market. In addition, Bursa Malaysia and third-party index providers maintain a range of other indices covering mid-cap and small-cap stocks, sector-specific baskets (for example, financials, plantations, industrials and consumer products) and Shariah-compliant securities.

Key features in respect of trading of equities on the Main Market of Bursa Malaysia are set out below:

Opening days and	Monday – Friday (except on public holidays and other market

trading hours	holidays) 1st Session: - Pre-Opening Session: 8:30 a.m. – 9:00 a.m. - Continuous Trading Session: 9:00 a.m. – 12:30 p.m. - Closing: 12:30 p.m. 2nd Session: - Pre-Opening Session: 2:00 p.m. – 2:30 p.m. - Continuous Trading Session: 2:30 p.m. – 4:45 p.m. - Pre-Closing: 4:45 p.m. - Closing Session: 4:50 p.m. - Trading at Last: 4:50 p.m. – 5:00 p.m. *Malaysian Time: GMT +8:00*
Minimum lot	Generally 100 shares (subject to Bursa Malaysia's prevailing board lot rules; certain securities may trade in different lot sizes or on a per-share basis).
Settlement cycle	T+2 (i.e. on the second market day after the trade date, or such other settlement cycle as may be prescribed by Bursa Malaysia from time to time).
Fluctuation limits	Daily price limits applicable to FBMKLCI component stocks as follows: **For securities priced ≥ RM1.00** *Static Price Limits* - Upper limit: previous reference price + 30% - Lower limit: previous reference price − 30% *Dynamic Price Limits* - Upper dynamic limit: +8% - Lower dynamic limit: −8% (reverted from −5%)[1] **For securities priced < RM1.00** *Static Price Limits* - Upper limit: previous reference price + 30 sen - Lower limit: previous reference price − 30 sen *Dynamic Price Limits* - Upper dynamic limit: +8 sen - Lower dynamic limit: −8 sen
Circuit Breaker Trigger Levels	Circuit breakers may apply to halt or constrain trading when price movements exceed specified thresholds. If FBMKLCI falls by an aggregate of 10% or more but less than

	15% of the previous market day's closing index: - 9:00 am – before 11:15 am: 1-hour halt - 11:15 am – 12:30 pm: rest of morning session - 2:30 pm – before 3:30 pm: 1-hour halt - 3:30 pm – 5:00 pm: rest of trading session If FBMKLCI falls by an aggregate of or to more than 15% but less than 20% of the previous market day's closing index: - 9:00 am – before 11:15 am: 1-hour halt - 11:15 am – 12:30 pm: rest of morning session - 2:30 pm – before 3:30 pm: 1-hour halt - 3:30 pm – 5:00 pm: rest of trading session If FBMKLCI falls by an aggregate of or to more than 20% of the previous market day's closing index: - 9:00 am – 12:30 pm: rest of the trading day - 2:30 pm – 5:00 pm: rest of the trading day Investors should refer to Bursa Malaysia's prevailing rules for detailed parameters applicable to specific securities or market segments.
Issuer disclosure	Issuers whose shares are listed on Bursa Malaysia are subject to the Listing Requirements of Bursa Malaysia and are required, among other things, to: - publish interim financial results and annual audited financial statements within prescribed timeframes; - make timely announcements of material information and corporate developments; and - comply with specified corporate governance standards and continuing obligations.

Distribution policy

Listed Class of Units

The Manager has discretion as to whether or not to make any distribution of dividends, the frequency of distribution and amount of dividends. Distributions on all Units, if any, will be in HKD only.

Dividends may be paid out of capital, or out of gross income and all or part of the fees and expenses may be charged to capital at the Manager's discretion, resulting in an increase in distributable income for the payment of dividends and therefore, dividends may be paid effectively out of capital. This may result in an immediate reduction of Net Asset Value per Unit.

The Manager may amend the Sub-Fund's distribution policy in its discretion and any change to the Sub-Fund's distribution policy with respect to distributions out of capital or effective distributions out of capital of the Sub-Fund will be subject to the SFC's prior approval (if required) and not less than one month's prior notice to Unitholders.

Unlisted Classes of Units

The Manager has discretion as to whether or not to make any distribution of dividends, the frequency of distribution and amount of dividends. There is no guarantee of regular distribution nor the amount being distributed (if any).

Dividends may be paid out of capital, or out of gross income and all or part of the fees and expenses may be charged to capital at the Manager's discretion, resulting in an increase in distributable income for the payment of dividends and therefore, dividends may be paid effectively out of capital. This may result in an immediate reduction of Net Asset Value per Unit.

All Units of the distribution Classes will receive distributions (if any) in the currency of the relevant distribution Unlisted Classes of Units.

The Manager may amend the Sub-Fund's distribution policy in its discretion and any change to the Sub-Fund's distribution policy with respect to distributions out of capital or effective distributions out of capital of the Sub-Fund will be subject to the SFC's prior approval (if required) and not less than one month's prior notice to Unitholders.

For Listed Class of Units and distribution Unlisted Classes of Units, the composition of distributions payable on Units (i.e. the relative amounts of distributions paid and the percentages of dividends out of (i) net distributable income and (ii) capital), if any, for the last 12 months are available from the Manager on request and are also published on the website www.dcfund.com.hk (the contents of this website have not been reviewed by the SFC).

Sub-Manager of the Sub-Fund

The Manager has delegated to China Galaxy International Asset Management (Hong Kong) Co., Limited (the "**China Galaxy**") as the Sub-Manager of the Sub-Fund the discretionary power in the investment management of the Sub-Fund pursuant to a sub management agreement entered between the Manager and China Galaxy.

China Galaxy is incorporated under the laws of Hong Kong. It is a wholly-owned subsidiary of CGS International Holdings Limited, which is the first wholly-owned overseas subsidiary established by China Galaxy Securities Co., Ltd. outside of China. It obtained licenses from the SFC in February 2013 for Type 4 (advising on securities) and Type 9 (asset management) regulated activities under Part V of SFO with CE number BAI094.

The Manager and the Sub-Manager have established and will maintain a in-depth and close investment communication mechanism in respect of the Sub-Fund, which shall operate in accordance with such terms of reference, processes, procedures and guidelines as may be agreed between the Manager and the Sub-Manager from time to time, including regarding investment strategy, investment and borrowing restrictions and risks associated with the Sub-Fund.

The Manager will maintain supervision of China Galaxy through operational guidelines and procedures agreed between the Manager and China Galaxy from time to time and the Manager shall have ultimate decision-making authority over any aspect of the Sub-Fund.

Fees and expenses

<u>Fees applicable to Listed Class of Units only</u>

Management Fee

The maximum management fee is up to 2.00% per annum of the Net Asset Value of the Sub-Fund. In respect of the Listed Class of Units, the Manager is currently entitled to receive a management fee of up to 0.90% per annum of the Net Asset Value of the Sub-Fund. The management fee in respect of the Sub-Fund is accrued daily and calculated as at each Dealing Day and payable monthly in HKD in arrears. This fee is payable out of the Trust Fund.

The Sub-Manager will be reimbursed out of the Manager's management fee and there is no separate fee payable by a Sub-Fund to the Sub-Manager.

Fees applicable to Unlisted Classes of Units only

Fees payable by Shareholders

Subscription fee, redemption fee and switching fee

Fee*	What you pay
Subscription fee#	Up to 3% of the subscription amount
Redemption fee#	Up to 5% of the redemption proceeds payable in respect of the Unlisted Class of Units being redeemed
Switching fee#	Up to 5% of the redemption proceeds payable in respect of the Unlisted Class(es) of Units being switched

* Investors may be subject to swing pricing adjustments when they subscribe for, redeem, or switch Unlisted Classes of Units for an amount normally not exceeding 2% of the relevant Net Asset Value per Unlisted Class of Unit. For details, please refer to the section "Adjustment of Prices" in Schedule 2 to Part 1 of this Prospectus.

Please note that some fees may be increased up to a permitted maximum amount by providing one month's prior notice to Unitholders. Please refer to the section headed "Fees and Expenses" in Part 1 of this Prospectus for further details on the permitted maximum of such fees allowed.

Fees payable by the Sub-Fund

Fee	Annual rate (as a % of the Sub-Fund's Net Asset Value)
Management fee#	Class A (HKD) Units: 0.90% per annum Class A (USD) Units: 0.90% per annum Class A (RMB) Units: 0.90% per annum Class A (RMB hedged) Units: 0.90% per annum Class I (HKD) Units: 0.35% per annum Class I (USD) Units: 0.35% per annum Class M (HKD) Units: nil Class M (USD) Units: nil
Performance fee	Nil

Fees applicable to both Listed Class of Units and Unlisted Classes of Units

Trustee fee, custodian and administration fee and registrar fee

The maximum Trustee Fee is up to 0.1% per annum of the Net Asset Value of the Sub-Fund. Currently, the Trustee is entitled to receive, out of the assets of the Sub-Fund a trustee's fee of up to 0.03% per year of the Net Asset Value of the Sub-Fund, subject to a monthly minimum of HKD11,700. The Trustee Fee is payable monthly in arrears, accrued daily and calculated as at each Dealing Day.

The administration fee payable to the Administrator is up to 0.03% per annum of the Net Asset Value of the Sub-Fund, subject to a monthly minimum of HKD11,700. The Administrator reserves the right to increase the monthly minimum if the number of classes offered is more than three.

The Custodian is entitled to receive in respect of the Sub-Fund a custodian fee of 0.0205% per annum of the Net Asset Value of the Sub-Fund, calculated based on the latest market value of the Sub-Fund's assets as at the end of each month.

The administration fee and custodian fee may be increased by agreement with the Manager up to the maximum of 1% per annum of the Net Asset Value of the Sub-Fund on one month's notice to the Unitholders. The Custodian and the Administrator shall also be entitled to be reimbursed out of the assets of the Sub-Fund all out-of-pocket expenses incurred.

The Registrar is entitled to receive from the Participating Dealer a registrar fee of HKD155 per Participating Dealer per transaction for updating of the register record of the Sub-Fund.

Other fees and expenses

Please refer to "Fees and Expenses Payable by the Sub-Funds" and "Establishment Costs" under the "Fees and Expenses" section in Part 1 of this Prospectus for details.

The Index

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

General Information on the Index

The Index is HKEX Bursa Malaysia Large Cap Net Total Return Index. It is designed to measure the performance of the largest companies listed in Hong Kong that are eligible for Southbound Trading of the Shanghai-Hong Kong or Shenzhen-Hong Kong Stock Connect Program (the "Southbound Stock Connect"), and the largest companies listed in Malaysia, providing a cross-border benchmark that incorporates relevant mechanisms and align with ETF Connect requirements.

The Index is a net total return index. Its performance reflects the reinvestment of dividends and distributions, net of withholding tax, from the Index constituents. The Index is free float adjusted market capitalisation weighted index.

The Index was launched on 27 March 2026 and had a base level of 10,000 on 31 December 2020. As of 31 July 2026, the Index had a total market capitalisation of approximately HKD 34.09 trillion and 60 constituents.

The Index is denominated and quoted in HKD.

Index Provider

The Index is a co-branded index and jointly developed by HKEX Indices and Benchmarks Limited, a wholly owned subsidiary of Hong Kong Exchanges and Clearing Limited ("**HKEX**") and the Bursa Malaysia Information Sdn Berhad ("**BM**") (the "**Index Provider**") and calculated by Solactive AG.

The Manager and the Sub-Manager (and each of their Connected Persons) are independent of the Index Provider.

Index Universe

The universe for the Index includes securities listed on the Main Board of the Stock Exchange of

Hong Kong ("SEHK") that are eligible for the Southbound Stock Connect, and the securities listed on the Main Market of Bursa Malaysia.

Constituent Eligibility Requirements

A security is eligible for selection if it fulfils all the criteria below:

1. Listing History Requirement: Securities must have been listed for at least 6 months.

2. Liquidity Requirement: Securities must (a) rank within the top 80% shares by average daily turnover over the past 12 months on SEHK or Bursa Malaysia; and (b) have an average daily turnover over the past 6 months of at least HKD 20 million for Hong Kong-listed securities and MYR 5 million for Malaysia-listed securities.

Constituent Selection

1. In each of SEHK and Bursa Malaysia, eligible securities are ranked in descending order by their average daily market capitalisation over the past 12 months. For securities listed for less than 12 months, the average daily market capitalisation is calculated from the listing date.

2. The top 30 securities in each of SEHK and Bursa Malaysia with the highest market capitalisation will be selected as index constituents.

3. The total number of constituents of the index is fixed at 60.

Index Weighting and Rebalancing

Index recapping and rebalancing is conducted quarterly in March, June, September and December, with all changes generally implemented after market close on the second Friday of the month and becoming effective on the following trading day. The cutoff date for prices used for the recapping and rebalancing is generally the Monday preceding the implementation date.

Constituents are weighted by free-float adjusted market capitalization. The total weights of the Hong Kong-listed constituents and Malaysia-listed constituents are 62% and 38% respectively, with 12% cap at individual security level.

Ad Hoc Rebalancing: If the aggregate weight of the Malaysia-listed constituents exceeds 38% at market close of the third trading day prior to the last trading day of March and September, an ad hoc rebalancing will be performed and will take effect on the last trading day of March and September respectively.

Index Periodical Review and Ongoing Review

Semi-annually Index Review

The Index is reviewed semi-annually, with all changes generally implemented after market close on the second Friday of June and December, and becoming effective on the following trading day. The data cut-off dates for index review are the last trading day of April and October, respectively. The results of the index review are generally announced two weeks prior to the effective date.

Buffer Zone Arrangement

All eligible stocks, including both existing constituents and non-constituents, will be ranked by their market capitalisation within their respective markets (Hong Kong and Malaysia). Each stock will receive a ranking among all eligible stocks. In each market, existing constituents ranked below 36th will be removed from the index, while non-constituents ranked 24th or above will be added. If the total number of constituents of is below 30 after the application of the buffer zone, the highest-ranking non-constituent eligible stocks will be added until the total reaches 30. If the total number of constituents exceeds 30 after the application of the buffer zone, the lowest-ranking constituents by market capitalisation will be removed until it is reduced to 30.Stocks will be added to or removed from the index to maintain the number of constituents at 30 in each market.

Quarterly adjustments

In addition to the semi-annual review, the list of Southbound Stock Connect eligible securities is subject to quarterly adjustment in March and September.

Existing constituents that have been removed from Southbound Stock Connect will be removed from the Index and replaced by the next highest ranked non-constituent candidate from the last semi-annual index review. All changes are generally implemented after market close on the second Friday of March and September and becoming effective on the following trading day. For the avoidance of doubt, new Southbound Stock Connect eligible securities will not be added during the quarterly adjustment.

Ad-hoc changes

If an existing constituent loses the Southbound Stock Connect eligibility outside the quarterly adjustment due to reasons such as delisting, the relevant constituent will be removed from the Index. All changes are generally implemented after the close of the fifth trading day following the occurrence of the relevant event. The constituents that have been removed from Southbound Stock Connect will be removed from the Index and will not be replaced until the next quarterly adjustments or semi-annual review.

In the event of other corporate actions, the Index will be adjusted in accordance with the corresponding guideline .

Index Constituents and additional information

The Index is published through the website of the Index provider at https://www.hkex.com.hk/Services/Market-Data-Services/Index-Services/Bursa-Malaysia-Large-Cap?sc_lang=en#&product=HKEXBML .

Investors can obtain the list of the constituents of the Index, their respective weightings, additional information and other important news of the Index from the aforementioned website of the Index Provider.

Index Codes

Bloomberg: HKEXBMLN
Refinitiv: .HKEXBMLN

Index Licence Agreement

The Manager has entered into with the Index Provider an index licence agreement with effect from 8 April 2026 (the "Effective Date") and such index licence agreement shall remain in full force and effect unless it is terminated in accordance with the provisions of the licence agreement.

Index Provider Disclaimer

HKEX Indices and Benchmarks Limited and Bursa Malaysia Information Sdn Bhd ("BM") (collectively, "Joint Owners"), their respective affiliates, information providers and any other third parties ("Relevant Parties") involved in, or related to, computation, compilation, publication, dissemination, or provision of HKEX Bursa Malaysia Large Cap Index do not sponsor, endorse, sell, or promote the Da Cheng HKEX Bursa Malaysia Large Cap ETF (the "Product") and make no representation or warranty, express or implied, and shall have no liability to any person including the owners of the Product or any member of the public with regard to the Product including regarding the legality, suitability, advisability of investing in the underlying assets or financial products generally, or in the Product in particular.

The Joint Owners' only relationship with Da Cheng International Asset Management Company Limited (if any) is the licensing of HKEX Bursa Malaysia Large Cap Total Return Index and certain trademarks, service marks, and/or trade names of the Joint Owners or their respective affiliates. HKEX Bursa Malaysia Large Cap Index and such marks and trade names are the exclusive property of the Joint Owners and their respective affiliates. HKEX Bursa Malaysia Large Cap Index is determined, composed, and calculated by Relevant Parties without regard to the Product or its performance. Relevant Parties may cease to compute, compile or publish HKEX Bursa Malaysia Large Cap Index and may change its computation from time to time without liability to any person and have no obligation to take the needs of Da Cheng International Asset Management Company Limited or the investors of the Product into consideration in determining, composing, or calculating HKEX Bursa Malaysia Large Cap Index.

RELEVANT PARTIES DO NOT GUARANTEE THE ACCURACY, TIMELINESS, RELIABILITY AND/OR THE COMPLETENESS OF HKEX BURSA MALAYSIA LARGE CAP INDEX OR ANY DATA INCLUDED THEREIN AND SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN.

RELEVANT PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, SHALL HAVE NO LIABILITY OF ANY KIND TO ANY PERSON WITH RESPECT TO HKEX BURSA MALAYSIA LARGE CAP INDEX OR ANY DATA INCLUDED THEREIN INCLUDING WITHOUT LIMITATION (I) THE RESULTS TO BE OBTAINED BY DA CHENG INTERNATIONAL ASSET MANAGEMENT COMPANY LIMITED, INVESTORS IN THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF HKEX BURSA MALAYSIA LARGE CAP INDEX OR ANY DATA INCLUDED THEREIN; (II) USEFULNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO HKEX BURSA MALAYSIA LARGE CAP INDEX OR ANY DATA INCLUDED THEREIN; (III) THE ABILITY OF HKEX BURSA MALAYSIA LARGE CAP INDEX TO TRACK GENERAL MARKET PERFORMANCE OR GENERAL PERFORMANCE OF ANY UNDERLYING ASSETS, THEIR PRICES OR OTHERWISE.

An investor by subscribing or purchasing the Sub-Fund will be regarded as having acknowledged, understood and accepted the disclaimer above.

Information available on the Internet

Listed Class of Units

The Manager will publish important news and information with respect to the Sub-Fund (including in respect of the Index), both in the English and in the Chinese languages, on the Manager's website at www.dcfund.com.hk (the contents of this website and any other websites referred to in this Appendix have not been reviewed by the SFC) and the HKEX's website at www.hkex.com.hk (in respect of (a), (b), (c), (d) and (f) below) including:

(a) the Prospectus (including this Appendix) and the product key fact statement in respect of the Sub-Fund (as revised from time to time);

(b) the latest annual and semi-annual financial reports (in English only);

(c) any notices for material alterations or additions to the Sub-Fund's offering documents or constitutive documents;

(d) any public announcements made by the Sub-Fund, including information with regard to the Sub-Fund and Index, notices of the suspension of the calculation of the Net Asset Value, changes in fees and the suspension and resumption of trading;

(e) the tracking difference and tracking error of the Sub-Fund;

(f) the near real time indicative Net Asset Value per Unit updated every 15 seconds during normal trading hours on the SEHK in HKD;

(g) the last Net Asset Value of the Sub-Fund in HKD and the last Net Asset Value per Unit of the Sub-Fund in HKD;

(h) full portfolio information of the Sub-Fund (updated on a daily basis);

(i) the compositions of the dividends (i.e. the relative amounts paid out of (i) net distributable income and (ii) capital) for the last 12 months;

(j) the latest list of the Participating Dealers and Market Makers; and

(k) the past performance information of the Sub-Fund.

Unlisted Class of Units

The Manager will publish important news and information with respect to the Sub-Fund (including in respect of the Index), both in the English and in the Chinese languages, on the Manager's website at www.dcfund.com.hk (the contents of this website and any other websites referred to in this Appendix have not been reviewed by the SFC) including:

(a) the Prospectus and this statement (as revised from time to time);

(b) the latest annual and semi-annual financial reports (in English only);

(c) any notices for material alterations or additions to the Sub-Fund's offering documents or constitutive documents;

(d) any public announcements made by the Sub-Fund, including information with regard to the Sub-Fund and Index, the notices of the suspension of the calculation of the NAV, changes in fees and the suspension and resumption of the subscription and redemption of Unlisted Classes of Units;

(e) the tracking difference and tracking error of the Sub-Fund;

(f) the last NAV of the Sub-Fund in HKD only and the last NAV per Unit in HKD, USD and RMB;

(g) the full portfolio information of the Sub-Fund (updated on a daily basis);

(h) the compositions of the dividends (i.e. the relative amounts paid out of (i) net distributable income and (ii) capital) for the last 12 months; and

(i) the past performance information of the Sub-Fund.

The NAV of the Sub-Fund is calculated on each dealing day, and the price of the Unlisted Classes of Units are published on each dealing day on the website at www.dcfund.com.hk (this website has not been reviewed by the SFC).

Risk Factors Specific to the Sub-Fund

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

Investment risk

The Sub-Fund's investment portfolio may fall in value due to any of the key risk factors below and therefore your investment in the Sub-Fund may suffer losses. There is no guarantee in the repayment of principal. There is no assurance that the Sub-Fund will achieve its investment objective.

Equity market risk

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

New index risk

The Index is a new index. The Index has minimal operating history by which investors can evaluate its previous performance. There can be no assurance as to the performance of the Index. The Sub-Fund may be riskier than other exchange traded funds tracking more established indices with longer operating history.

Geographical concentration risk

The Sub-Fund is subject to concentration risk as a result of tracking the performance of companies in Hong Kong and Malaysia may be more volatile than a broad-based fund, such as a global equity fund, as it is more susceptible to fluctuations in value of the Index resulting from adverse conditions in these markets. The value of the Sub-Fund may be more susceptible to settlement risks, custody risks and adverse economic, political, policy, foreign exchange, liquidity, tax, legal or regulatory event affecting these markets.

Emerging market risks

The Sub-Fund invests in emerging markets which may involve increased risks and special considerations not typically associated with investment in more developed markets such as, liquidity risk, currency risks/ control, political, social and economic uncertainties, government interference, policy, legal or regulatory event affecting the relevant markets and taxation risks, settlement risks, custody risk, the risk of nationalisation and expropriation of assets and the likelihood of a high degree of volatility.

Risk factors relating to Malaysian market

The Sub-Fund will invest securities listed on the Main Market of Bursa Malaysia. Investments in these companies and Malaysian market may involve increased risks and special considerations not typically associated with investment in more developed markets, such as legal and regulatory risk stemming from changes in securities laws, listing rules or tax regimes that could adversely affect the value or liquidity of the Sub-Fund's investments, as well as market risk arising from price volatility driven by macroeconomic conditions, political developments and regulatory changes in Malaysia.

The Malaysian market may be less liquid than larger international markets, which could make it more difficult to dispose of holdings at desired prices, particularly in times of market stress. The Sub-Fund may also be subject to currency risk due to fluctuations in the Malaysian ringgit against the Sub-Fund's base currency. Any capital controls or foreign exchange restrictions imposed by Malaysian authorities could impact the ability of the Sub-Fund to repatriate capital or income.

Hong Kong listed Chinese companies risks

In tracking the Index, the Sub-Fund will invest in some companies the securities of which are listed on the SEHK and have substantial business operations in mainland China. Such companies may have substantial exposure to the risks in mainland China. As a result, changes in political, economic and social conditions in mainland China and risks relating to mainland China such as legal, tax, currency and liquidity risk could adversely affect the value of investments.

Sector concentration risk

The constituents of the Index, and accordingly the Sub-Fund's investments, may from time to time be concentrated in companies in a particular industry (e.g. information technology, financials, and consumer discretionary). The value of the Sub-Fund may be more volatile than that of a fund having a more diverse portfolio of investments and may be more susceptible to adverse economic, political, policy, foreign exchange, liquidity, tax, legal or regulatory event affecting the relevant sector.

Consumer discretionary sectors risk

The companies in which the Sub-Fund may invest may belong to the consumer discretionary sector. The performance of companies in the consumer discretionary sectors is correlated to the growth rate of the consumer market, individual income levels and their impact on levels of domestic consumer spending, which in turn depend on the worldwide economic conditions, which have seen significant deterioration in the past. There are many factors affecting the level of consumer spending, including but not limited to interest rates, currency exchange rates, economic growth rate, inflation, deflation, political uncertainty, taxation, stock market performance, unemployment level and general consumer confidence. Any future changes in the economy or shifts in consumer spending in the relevant market may materially affect the business of the companies in the consumer discretionary sectors. This may affect the performance of the Sub-Fund.

Financials sector risk

The Sub-Fund may invest in companies operating within the financials sector. The financials sector includes companies engaged in banking, financial services, consumer finance, capital markets, insurance, financial exchanges and data, and mortgage REITs. Companies in these sectors are sensitive to changes in interest rates, credit quality, market volatility, and regulatory requirements. Adverse economic conditions, fluctuations in property values, occupancy rates, and the availability and cost of financing may significantly impact these sectors. The sector is subject to government regulation, changes in tax policy, and broader economic cycles. Any adverse developments in the sector may materially affect the performance of the Sub-Fund.

Information technology sector risk

The Sub-Fund may invest in companies within the information technology sector, which comprises providers of software and IT services, manufacturers and distributors of technology hardware and equipment (including communications equipment, computers, peripherals, and electronic equipment), and producers of semiconductors and related equipment and materials. Companies in this sector are exposed to risks of rapid technological change, frequent product innovation, and intense competition, which may render products less competitive or obsolete. Other risks include reliance on limited product lines or markets, substantial capital investment requirements, increased government regulation, and the need for skilled personnel. The sector is also subject to greater volatility in stock prices compared to other sectors.

Risk associated with investing in other collective investment schemes

The Sub-Fund may invest in other collective investment schemes and will be subject to the risks associated with the underlying funds. The Sub-Fund does not have control of the investments of the underlying funds and there is no assurance that the investment objective and strategy of the underlying funds will be successfully achieved which may have a negative impact to the Net Asset Value of the Sub-Fund.

The underlying funds in which the Sub-Fund may invest may or may not be regulated by the SFC. There may be additional costs involved when investing into these underlying funds. There is also no guarantee that the underlying funds will always have sufficient liquidity to meet the Sub-Fund's redemption requests as and when made.

Conflicts of interests may arise in a situation where the Sub-Fund invests in other funds managed by the Manager or its Connected Persons (despite that all initial charges and, where the underlying fund is managed by the Manager, all management fees and performance fees on the underlying fund will be waived). The Manager will use its best endeavours to avoid and resolve such conflicts fairly.

Investment in FDIs risk

The Sub-Fund may invest less than 30% of the Net Asset Value in FDIs (being futures and funded total return swaps) for investment and hedging purposes through one or more counterparty(ies). As such, the Sub-Fund may suffer significant loss if a counterparty to the FDIs fails to perform its obligations, or in case of insolvency or default of the counterparty(ies).

Risks associated with FDIs include counterparty/credit risk, liquidity risk, valuation risk, volatility risk and over-the-counter transaction risk. FDIs are susceptible to price fluctuations and higher volatility, and may have large bid and offer spreads and no active secondary markets. The leverage element/component of an FDI can result in a loss significantly greater than the amount invested in the FDI by the Sub-Fund. Exposure to FDIs may lead to a high risk of significant loss by the Sub-Fund.

In the event that the Manager enters into funded total return swaps in respect of the Sub-Fund, the Manager will seek to mitigate the counterparty risks by fully collateralising all counterparty exposures. There is a risk that the value of the collateral may be substantially lower than the amount secured and so the Sub-Fund may suffer significant losses. Any loss would result in a reduction in the Net Asset Value of the Sub-Fund and impair the ability of the Sub-Fund to achieve its investment objective to track the Index.

The Sub-Fund may suffer significant losses if the counterparty fails to perform its obligations, defaults or becomes insolvent under the funded swaps. The value of the collateral assets may be affected by market events and may diverge substantially from the performance of the Index, which may cause the Sub-Fund's exposure to the swap counterparty to be under-collateralised and therefore result in significant losses.

Please refer to the risk factor headed "Financial derivative instruments risk" under "Risk Factors" in Part 1 of this Prospectus for further details.

The Manager has put in place measures to address the risks due to investment in FDIs. For example, the Manager will ensure that counterparties to transactions of over-the-counter FDIs or their guarantors must be substantial financial institutions. Please also refer to the sections "Financial Derivative Instruments" and "Collateral" under "Investment Objective, Investment Strategy and Restrictions, Securities Lending and Borrowing" in Part 1 of this Prospectus for a description of the Manager's policy regarding FDIs and collateral.

Risks relating to securities lending transactions

Collateral risk: As part of the securities lending transactions, the Sub-Fund must receive at least 100% of the valuation of the securities lent as collateral marked-to-market on a daily basis. However, there is a risk of shortfall of collateral value due to inaccurate pricing of the collateral, adverse market movements in the collateral value, change of value of securities lent. This may cause significant losses to the Sub-Fund if the borrower fails to return the securities lent out. The Sub-Fund may also be subject to liquidity and custody risk of the collateral, as well as legal risk of enforcement.

Counterparty risk: If the borrower defaults, there is a risk that the collateral held by the Sub-Fund may be realised at a value lower than the value of the securities lent. This may be due to adverse market movements in the value of the collateral, intra-day increase in the value of the securities lent, a deterioration in the credit rating of the collateral issuer, default or insolvency of the collateral issuer or the illiquidity of the market in which the collateral is traded.

Operational risk: Securities lending transactions entail operational risks such as settlement failure or delays in the settlement of instructions. There can be no assurance that the objective sought to be obtained from use of securities lending transactions will be achieved.

Trading differences risk (applicable to Listed Class of Units only)

As the underlying markets may be open when Units in the Sub-Fund are not priced, the value of the Securities in the Sub-Fund's portfolio may change on days when investors will not be able to purchase or sell the Sub-Fund's Units. Furthermore, the market price of underlying Securities listed on the above stock exchanges which are established outside Hong Kong or swaps may not be available during part or all of the SEHK trading sessions due to trading hour differences which may result in the trading price of the Sub-Fund deviating away from the Net Asset Value.

Differences in dealing arrangements between Listed and Unlisted Classes of Units risk

- Investors of Listed Class of Units and Unlisted Classes of Units are subject to different pricing and dealing arrangements. The NAV per Unit of each of the Listed Class of Units and Unlisted Classes of Units may be different due to different fees and cost applicable to each class. The dealing deadline in respect of cash subscriptions or redemptions of the Unlisted Class of Units is the same as the dealing deadline in respect of cash creations or redemptions of the Listed Class of Units in the primary market but different from the dealing deadline in respect of in-kind creations or redemptions of the Listed Class of Units in the primary market, and the valuation point is the same for the relevant dealing day. The trading hours of the Stock Exchange of Hong Kong Limited applicable to the Listed Class of Units in the secondary market and the dealing deadlines in respect of the Listed Class of Units (in the primary market) or Unlisted Classes of Units are different.

- Units of the Listed Class of Units are traded on the stock exchange in the secondary market on an intraday basis at the prevailing market price (which may diverge from the corresponding NAV per Unit), while Units of the Unlisted Classes of Units are sold through intermediaries based on the dealing day-end NAV per Unit and are dealt at a single valuation point with no access to intraday liquidity in an open market. Depending on market conditions, investors of the Unlisted Classes of Units may be at an advantage or disadvantage compared to investors of the Listed Class of Units.

- In a stressed market scenario, investors of the Unlisted Classes of Units could redeem their Units at NAV per Unit while investors of the Listed Class of Units in the secondary market could only redeem at the prevailing market price (which may diverge from the corresponding NAV per Unit) and may have to exit the Sub-Fund at a significant discount. On the other hand, investors of the Listed Class of Units could sell their Units on the secondary market during the day thereby crystallising their positions while investors of the Unlisted Classes of Units could not do so in a timely manner until the end of the day.

Passive investment risk

The Sub-Fund is not actively managed. Accordingly, the Sub-Fund may be affected by a decline in the market segments relating to the Index. The Sub-Fund invests directly in securities included in the Index regardless of their investment merit. The Manager does not attempt to select investments individually or to take defensive positions in declining markets. Investors should note that the lack of discretion on the part of the Manager to adapt to market changes due to the inherent investment nature of the Sub-Fund will mean that falls in the Index are expected to result in corresponding falls in the value of the Sub-Fund and investors may lose a significant part of their respective investments if the Index falls.

Tracking error risk

Because the Manager has no other strategy to minimise tracking error and representative sampling may not provide identical performance, the Net Asset Value of the Sub-Fund may not correlate exactly with the Index. Factors such as the fees and expenses of the Sub-Fund, imperfect correlation between the Sub-Fund's assets and the constituents of the Index, inability to rebalance the Sub-Fund's holdings of the Index securities in response to changes in the constituents of the Index, and changes to the regulatory policies may affect the Manager's ability to achieve close correlation with the Index. These factors may cause the Sub-Fund's returns to deviate from the Index.

Currency risk

Underlying investments of the Sub-Fund may be denominated in currencies other than the base currency of the Sub-Fund. The Net Asset Value of the Sub-Fund and its performance may be affected unfavourably by fluctuations in the exchange rates between these currencies and the base currency and by changes in exchange rate controls.

(applicable to Unlisted Class of Units only) The base currency of the Sub-Fund is HKD but the class currencies of the Units are in HKD, RMB and USD. The Net Asset Value of the Sub-Fund and its performance may be affected unfavourably by fluctuations in the exchange rates between these currencies and the base currency and by changes in exchange rate controls. The Manager may or may not hedge any foreign exchange risk in respect of the Sub-Fund, although the Manager will ensure that any currency risk will be appropriately managed and any material currency risk will be appropriately hedged. Investors should take into account the potential risk of loss in respect of subscriptions, redemptions and dividends arising from fluctuations in value between currencies.

Hedging risk

The Manager is permitted, but not obliged, to use hedging techniques to attempt to offset market risks. There is no guarantee that the desired hedging instruments will be available or hedging techniques will achieve their desired result.

Hedged RMB denominated class risk (applicable to Unlisted Classes of Units only)

For hedged RMB denominated class of Units, investors have to bear the associated hedging costs which may be significant depending on prevailing market conditions. If the counterparties of the instruments used for hedging purpose default, investors of the hedged RMB denominated class may be exposed to currency exchange risk on an unhedged basis and in which case investors may be subject to the risks of investing in RMB denominated class on an unhedged basis. Also there is no guarantee that the hedging strategy will fully and effectively eliminate the currency exposure.

Hedged RMB denominated class will hedge the Sub-Fund's base currency back to RMB on a best effort basis, with an objective to align the performance of the hedged RMB denominated class to that of the equivalent class denominated in the Sub-Fund's base currency. This strategy may preclude the hedged RMB denominated class from benefiting from any potential gain resulting from the appreciation of the base currency against RMB. Please also refer to the risk factor headed "Hedging risk".

Distribution out of/effectively out of capital risk

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 such original investments. Any such distributions may result in an immediate reduction of the Net Asset Value per Unit of the Sub-Fund. This may also reduce the capital that the Sub-Fund has available for investment in future and may constrain capital growth.

(Applicable to Unlisted Classes of Units only) The distribution amount and Net Asset Value of the hedged share class may be adversely affected by differences in the interest rates of the reference currency of the hedged share class and the fund's base currency, resulting in an increase in the amount of distribution that is paid out of capital and hence a greater erosion of capital than other non-hedged share classes.

Reliance on Market Makers risk (applicable to Listed Class of Units only)

Although the Manager will ensure that at least one Market Maker will maintain a market for the Units traded in each counter, it should be noted that liquidity in the market for the Units may be adversely affected if there is no Market Maker for the Units. The Manager will seek to mitigate this risk by ensuring at least one Market Maker gives not less than 3 months' notice prior to terminating market making arrangement under the relevant market making agreements.

Termination risk

The Sub-Fund may be terminated early under certain circumstances, for example, where the Index is no longer available for benchmarking or if the size of the Sub-Fund falls below HKD100 million. Investors should refer to the section "Termination" in the Prospectus for further details. Investors may not be able to recover their investments and may suffer a loss when the Sub-Fund is terminated.

Hong Kong Stamp duty

No stamp duty is payable in respect of any contract notes or instruments of transfer relating to transactions in all Units (either HKD, USD or RMB denominated Units).

No stamp duty is payable by an investor in relation to the creation of Units or the redemption of Units.

Appendix dated 22 September 2026