

**DATED**      **September 14, 2020**

---

**MANULIFE PROVIDENT FUNDS TRUST COMPANY LIMITED**

---

**MASTER TRUST DEED**

**relating to**

**MANULIFE GLOBAL SELECT (MPF) SCHEME**

**宏利環球精選(強積金)計劃**

---

## **TABLE OF CONTENTS**

<u>Clause</u>	<u>Definition</u>	<u>Page</u>
1.	Interpretation.....	1
2.	Establishment of Trust .....	27
3.	Establishment of a Sub-Scheme.....	28
4.	Appointment, Removal and Retirement of Investment Manager .....	31
5.	Retirement of Trustee .....	32
6.	Functions and Duties of the Trustee .....	33
7.	General Powers of Trustee.....	34
8.	Liabilities of the Trustee and the Investment Manager .....	36
9.	Amendment.....	39
10.	Investment Powers .....	40
11.	Establishment of Constituent Funds .....	45
12.	Conservative Fund .....	60
13.	Switching between Constituent Fund and Deferral in Dealing .....	62
14.	Valuation and Pricing .....	67
15.	Investment in the Constituent Funds and Issue of Units.....	73
16.	Redemption and Repayment from the Constituent Funds .....	74
17.	Suspension of Valuation and Pricing .....	78
18.	Winding-Up .....	79
19.	Fees and Charges .....	79
20.	Notices .....	83
21.	Provision of Information.....	85
22.	Governing Law .....	87
	Appendix - The Rules .....	88

**THIS MASTER TRUST DEED** is made on September 14, 2020

**BY:**

**Manulife Provident Funds Trust Company Limited** whose registered office is at 22.F., Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong (the “Trustee”).

**WHEREAS:**

1. By a master trust deed dated 29 April 2000 (“Trust Deed”) executed by the Trustee, the Trustee established a pooling arrangement to be called the Manulife Global Select (MPF) Scheme whereby employers and their employees, self-employed persons and other eligible persons may participate.
2. By deed of amendment dated 13 March 2012, and supplemental deeds dated 3 September 2012, 11 December 2013, 15 January 2014, 11 May 2015, 27 July 2015, 7 December 2015, 6 December 2016, 21 May 2018, 1 April 2019 and two supplemental deeds both dated March 13, 2020 certain provisions of the Trust Deed were amended.
3. Subject to the approval of the Mandatory Provident Fund Schemes Authority, the Trustee has power pursuant to Clause 9 of the Trust Deed to amend any provisions of the Trust Deed.
4. The Trustee wishes to amend and restate the Trust Deed by the provisions set out in this Deed of Amendment.
5. This Trust Deed takes effect on September 21, 2020.

**NOW THIS DEED WITNESSES** as follows:

1. **INTERPRETATION**

In this Deed, the Rules and the Participation Agreement, the following words and expressions shall (unless the context otherwise requires) have the meanings ascribed to them as follows:

**“2018 Restructure”**

means restructure of the Advanced Scheme, the Basic Scheme and this Scheme pursuant to the 2018 Restructure Application dated 13 April 2018 approved by the MPF Authority;

**“2018 Restructure Application”**

means the Application for the Mandatory Provident Fund Schemes Authority's Consent to the restructure of the Manulife MPF Plan - Basic, the Manulife MPF Plan - Advanced and the Manulife Global Select (MPF) Scheme dated 13 April 2018;

<b>“2018 Restructure Effective Date”</b>	means 26 September 2018, the effective date of the 2018 Restructure;
<b>“2020 Retirement Fund”</b>	means the 2020 Retirement Fund as defined in Clause 11.1;
<b>“2025 Retirement Fund”</b>	means the 2025 Retirement Fund as defined in Clause 11.1;
<b>“2030 Retirement Fund”</b>	means the 2030 Retirement Fund as defined in Clause 11.1;
<b>“2035 Retirement Fund”</b>	means the 2035 Retirement Fund as defined in Clause 11.1;
<b>“2040 Retirement Fund”</b>	means the 2040 Retirement Fund as defined in Clause 11.1;
<b>“2045 Retirement Fund”</b>	means the 2045 Retirement Fund as defined in Clause 11.1;
<b>“Account Holder”</b>	has the same meaning as "account holder" under section 50A of the Inland Revenue Ordinance (Cap. 112 of the Laws of Hong Kong) or, where applicable, its equivalent meaning in AEOI of other overseas jurisdiction(s).
<b>“Accrued Benefits”</b>	means the amount of each Member’s beneficial interest in the Scheme at any time, including sums derived from the contributions made by or in respect of that Member, together with the income or profits arising from any investments of the contributions, but taking into account any losses in respect of the investments and any amounts paid in respect of the Member;
<b>“Advanced Scheme”</b>	means the Manulife MPF Plan - Advanced, a Registered Scheme;
<b>“Advanced Scheme Employee Members”</b>	means an employee of an Advanced Scheme Employer participating in the Advanced Scheme immediately before the 2018 Restructure Effective Date who becomes an Employee Member under this Scheme pursuant to Clause 3.4C;
<b>“Advanced Scheme Employer”</b>	means an employer participating in the Advanced Scheme immediately before the 2018 Restructure Effective Date who becomes an Employer under this

	Scheme pursuant to Clause 3.4C;
<b>“Advanced Scheme Member”</b>	means a member participating in the Advanced Scheme immediately before the 2018 Restructure Effective Date who becomes a Member under this Scheme pursuant to Clause 3.4C;
<b>“Advanced Scheme PA Member”</b>	means a member with a personal account participating in the Advanced Scheme immediately before the 2018 Restructure Effective Date who becomes a Personal Account Member under this Scheme pursuant to Clause 3.4C;
<b>“Advanced Scheme SEP Member”</b>	means a self-employed person participating in the Advanced Scheme immediately before the 2018 Restructure Effective Date who becomes a SEP Member under this Scheme pursuant to Clause 3.4C;
<b>“Advanced Scheme Trustee”</b>	means RBC Investor Services Trust Hong Kong Limited, in its capacity as the trustee of the Advanced Scheme;
<b>“AEOI”</b>	means the applicable laws and regulations, whether in Hong Kong or other jurisdictions, concerning automatic exchange of financial account information, as implemented from time to time including any future laws and regulations.
<b>“Age 65 Plus Fund”</b>	means the Age 65 Plus Fund as defined in Clause 11.1;
<b>“Aggressive Fund”</b>	means the Aggressive Fund as defined in Clause 11.1;
<b>“APIF”</b>	means an investment fund which complies with the requirements set out in Section 17(2) of Schedule 1 of the General Regulation and has been approved by the MPF Authority and the SFC, or has such other meaning as is given to it from time to time in Section 6 of the General Regulation;
<b>“Application Form”</b>	means <ul style="list-style-type: none"> <li>(a) the forms, as may be prescribed by the Trustee from time to time, for providing information to the Trustee for the purpose of applying to become Employers, SEP Members, Personal Account Members, TVC Members or the Individual Relevant Employee Members (as the case may be) of the Scheme; and/or</li> <li>(b) the application forms or any information/</li> </ul>

instruction contained therein which were given by each LS Employer and LS Member (as the case may be) under the LS Scheme for providing relevant information to the LS Trustee for the purposes of the LS Scheme, and which are adopted by or applied in this Scheme under Clause 3.4B or Rule 2.1.1(C); and/or

- (c) the application forms or any information/instruction contained therein which were given by each Advanced Scheme Employer, Basic Scheme Employer, Advanced Scheme Member and Basic Scheme Member (as the case may be) under the Advanced Scheme and Basic Scheme (as the case may be) for providing relevant information to the Advanced Scheme Trustee and Basic Scheme Trustee for the purposes of the Advanced Scheme and Basic Scheme (as the case may be), and which are adopted (to the extent applicable) by the Trustee in this Scheme under Clause 3.4C or Rule 2.1.1(D).

**“Associate”**

means the same meaning as given to it from time to time in Section 2 of the MPFS Ordinance;

**“Auditors”**

means such firm or firms as may be appointed by the Trustee in accordance with this Deed, being qualified to act as the auditors of the Trust and the Sub-Schemes for the purposes of the MPFS Ordinance;

**“Basic Salary”**

means an Employee Member’s basic monthly salary as reported by his Employer, excluding overtime payments and all benefits and allowances;

**“Basic Scheme”**

means the Manulife MPF Plan - Basic, a Registered Scheme;

**“Basic Scheme Employee Members”**

means an employee of a Basic Scheme Employer participating in the Basic Scheme immediately before the 2018 Restructure Effective Date who becomes an Employee Member under this Scheme pursuant to Clause 3.4C;

**“Basic Scheme Employer”**

means an employer participating in the Basic Scheme immediately before the 2018 Restructure Effective Date who becomes an Employer under this Scheme pursuant to Clause 3.4C;

<b>“Basic Scheme Member”</b>	means a member participating in the Basic Scheme immediately before the 2018 Restructure Effective Date who becomes a Member under this Scheme pursuant to Clause 3.4C;
<b>“Basic Scheme PA Member”</b>	means a member with a personal account participating in the Basic Scheme immediately before the 2018 Restructure Effective Date who becomes a Personal Account Member under this Scheme pursuant to Clause 3.4C;
<b>“Basic Scheme SEP Member”</b>	means a self-employed person participating in the Basic Scheme immediately before the 2018 Restructure Effective Date who becomes a SEP Member under this Scheme pursuant to Clause 3.4C;
<b>“Basic Scheme Trustee”</b>	means RBC Investor Services Trust Hong Kong Limited, in its capacity as the trustee of the Basic Scheme;
<b>“Business Day”</b>	means any day (other than a Saturday) on which the banks are open for business in Hong Kong;
<b>“Casual Employee”</b>	means a relevant employee who is declared by an order made under Section 2(2) of the MPFS Ordinance to be a casual employee for the purposes of the MPFS Ordinance, or has such other meaning ascribed to it from time to time in Section 2 of the MPFS Ordinance;
<b>“China Value Fund”</b>	Means the China Value Fund as defined in Clause 11.1;
<b>“Collective Investment Scheme”</b>	has the same meaning as given to it from time to time in Part 1 of Schedule 1 of the Securities and Futures Ordinance (as supplemented, altered or repealed from time to time);
<b>“Combined Balance”</b>	<p>means in relation to a Member in his capacity as an Employee Member on a particular date, the aggregate of:</p> <ul style="list-style-type: none"> <li>(a) the total of the redemption proceeds as at that date of all the Units (if the redemption is from a Constituent Fund other than the Interest Fund) and Accrued Benefits (if the redemption is from the Interest Fund) standing to the credit of his: <ul style="list-style-type: none"> <li>(i) Employer’s Mandatory Sub-Account,</li> </ul> </li> </ul>

- (ii) Employee's Mandatory Sub-Account,
  - (iii) Employee's Mandatory Transfer Sub-Account,
  - (iv) Employee's Regular Voluntary Sub-Account,
  - (v) Employee's Non-Regular Voluntary Sub-Account
  - (vi) Employee's Voluntary Transfer Sub-Account; and
  - (vii) such any other sub-account of the Employee Member as the Trustee considers appropriate or necessary;
- (b) the redemption proceeds as at that date of all the Units (if the redemption is from a Constituent Fund other than the Interest Fund) and Accrued Benefits (if the redemption is from the Interest Fund) representing the Vested Balance of his:
- (i) Employer's Voluntary Sub-Account, and
  - (ii) such any other sub-account of the Employer as the Trustee considers appropriate or necessary;

means in relation to a Member in his capacity as a SEP Member on a particular date, the aggregate of the total redemption proceeds as at that date of all Units (if the redemption is from a Constituent Fund other than the Interest Fund) and Accrued Benefits (if the redemption is from the Interest Fund) standing to the credit of his:

- (i) SEP Member's Mandatory Sub-Account,
- (ii) SEP Member's Mandatory Transfer Sub-Account,
- (iii) SEP Member's Voluntary Sub-Account
- (iv) SEP Member's Voluntary Transfer Sub-Account, and
- (v) such any other sub-account of the SEP Member as the Trustee considers appropriate or necessary;

means in relation to a Member in his capacity as a Personal Account Member on a particular date, the aggregate of the redemption proceeds as at that date of all Units (if the redemption is from a Constituent Fund other than the Interest Fund) and Accrued Benefits (if the redemption is from the Interest Fund) standing to the credit of his:



- (i) Mandatory Personal Sub-Account,
- (ii) Voluntary Personal Sub-Account, and
- (iii) such any other sub-account of the Personal Account Member as the Trustee considers appropriate or necessary;

means in relation to a Member in his capacity as an Individual Relevant Employee Member on a particular date, the total of the redemption proceeds as at that date of all the Units (if the redemption is from a Constituent Fund other than the Interest Fund) and Accrued Benefits (if the redemption is from the Interest Fund) standing to the credit of his:

- (i) Individual Relevant Employee Member's Voluntary Sub-Account, and
- (ii) such any other sub-account of the Individual Relevant Employee Member as the Trustee considers appropriate or necessary;

means in relation to a Member in his capacity as a TVC Member on a particular date, the total of the redemption proceeds as at that date of all the Units (if the redemption is from a Constituent Fund other than the Interest Fund) and Accrued Benefits (if the redemption is from the Interest Fund) standing to the credit of his TVC Member's Voluntary Account,

PROVIDED THAT if a Member has more than one capacity, the Combined Balance of the Member is the aggregate of the Combined Balance calculated in relation to each of his capacities on a particular date;

**“Commencement Date”**

means, in relation to a Sub-Scheme, the day on which the Sub-Scheme commences as specified in the Application Form;

**“Commodities”**

means all precious metals and all other commodities or merchandise of any nature (other than cash and any other merchandise which would fall within the definition of “Investment” if the reference to “Commodity” were omitted therefrom) and includes any futures contract and any financial futures contract. For the purposes of this definition, “financial futures contract” means:

- (a) any contract which is traded on the London

International Financial Futures Exchange, the Chicago Board of Trade or such other exchange or market as the Trustee may approve and is described or treated by persons trading in such contract as a financial futures contract; or

- (b) any contract expressed as being in respect of the sale or purchase of a share price index for settlement at a future date;

**“Commodities Market”**

means any commodities exchange or commodities market in any country in the world and includes, in relation to a particular Commodity, any responsible firm, corporation or association in any country in the world dealing in such Commodity as to be expected generally to provide, in the opinion of the Trustee, a satisfactory market for the Commodity, and in such a case the Commodity shall be deemed to be the subject of an effective permission to deal on the Commodity Market deemed to be constituted by such firm, corporation or association;

**“Connected Person”**

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

**“Conservative Fund”**

means the Conservative Fund as defined in Clause 11.1;

**“Constituent Fund”**

means an investment fund established under Clause 11;

**“Contribution Account”**

means:

(a) in relation to a Member in his capacity as an Employee Member, all of the following sub-accounts:

- (i) Employer's Mandatory Sub-Account,
- (ii) Employee's Mandatory Sub-Account,
- (iii) Employee's Mandatory Transfer Sub-Account,
- (iv) Employer's Voluntary Sub-Account,
- (v) Employee's Regular Voluntary Sub-Account,
- (vi) Employee's Non-Regular Voluntary Sub-Account,
- (vii) Employee's Voluntary Transfer Sub-Account; and
- (viii) any other sub-account which the Trustee has set up and maintained for the Employee Member as necessary;

(b) in relation to a Member in his capacity as an SEP Member, all of the following sub-accounts:

- (i) SEP Member's Mandatory Sub-Account,
- (ii) SEP Member's Mandatory Transfer Sub-Account,
- (iii) SEP Member's Voluntary Sub-Account,
- (iv) SEP Member's Voluntary Transfer Sub-Account, and
- (v) any other sub-account which the Trustee has set up and maintained for the SEP member as necessary;

PROVIDED THAT if a Member is an Employee Member and an SEP Member concurrently, the Trustee shall maintain one Contribution Account (with all the sub-accounts set out in (a) above as necessary) in that Member's capacity as an Employee Member and another Contribution Account (with the sub-accounts set out in (b) above as necessary) in that Member's capacity as an SEP Member;

(c) in relation to a Member in his capacity as an Individual Relevant Employee Member, all of the following sub-accounts:

- (i) Individual Relevant Employee Member's Voluntary Sub-Account, and
- (ii) any other sub-account which the Trustee has

set up and maintained for the Individual Relevant Employee Member as necessary;

- (d) in relation to a Member in his capacity as a TVC Member, the TVC Member's Voluntary Account;

**“Contribution Day”**

means:

- (a) in relation to a SEP Member, has the meaning given by Section 131(3) and (4) of the General Regulation;
- (b) in relation to an Employer, has the meaning given by Section 122(l) of the General Regulation;
- (c) in relation to an Individual Relevant Employee Member, means any day as determined by the Trustee from time to time and agreed by the Individual Relevant Employee Member; and
- (d) in relation to a TVC Member, means any day as determined by the Trustee from time to time and agreed by the TVC Member;

**“Contribution Investment Instruction”**

means an instruction (i) as may from time to time be given by a Member in accordance with this Deed and Rules (in a form as may be prescribed by the Trustee from time to time); or (ii) as may be adopted by or applied in this Scheme under Rule 2.1.1(C), specifying the manner in which future contributions (including amounts transferred from other schemes) shall be invested as referred to in Clause 13.1.1;

**“Controlling Person”**

means has the same meaning as "controlling person" under section 50A of the Inland Revenue Ordinance (Cap. 112 of the Laws of Hong Kong) or, where applicable, its equivalent meaning in AEOI of other overseas jurisdiction(s).

**“Core Accumulation Fund”**

means the Core Accumulation Fund as defined in Clause 11.1;

**“Dealing Day”**

means the day as specified as the Dealing Day in the Offering Document or if such day is not a Business Day the next following Business Day or such other day or days as the Trustee may from time to time determine to be a Dealing Day either generally or in respect of a

	particular Constituent Fund;
<b>“Declared Rate of Return”</b>	means, in relation to a particular month, the effective interest rate which shall not be less than zero for the Interest Fund in that month as declared by the Trustee in its sole discretion based on the economic and market conditions;
<b>“Default Investment Strategy”</b>	means an investment strategy that complies with Part 2 of the Schedule 10 to the MPFS Ordinance;
<b>“DIS Funds”</b>	means the Core Accumulation Fund and Age 65 Plus Fund;
<b>“Dividend Declared Date”</b>	means a date determined by the Trustee, and having regard to the interests of the Members, for the purpose of declaring distribution of dividend for the Retirement Income Fund, provided that such date may be changed from time to time without notice by updating the website as soon as practicable without separate notice to Members. Members should check the latest information available at the website;
<b>“Early Retirement Age”</b>	means, in relation to a Member, 60 years of age or such other age specified from time to time in Schedule 7 of the MPFS Ordinance;
<b>“Eligible Employee”</b>	means a relevant employee of an Employer as defined from time to time by the MPFS Ordinance and such other employee of an Employer as the Trustee may determine from time to time at its discretion;
<b>“Employee Member”</b>	means an employee of an Employer who has joined the relevant Sub-scheme in accordance with the Rules, and who has not ceased to be employed by that Employer;
<b>“Employee’s Mandatory Sub-Account”</b>	means, in relation to an Employee Member, a sub-account as referred to in Rule 4.1(b);
<b>“Employee’s Mandatory Transfer Sub-Account”</b>	means, in relation to an Employee Member, a sub-account as referred to in Rule 4.1(c);
<b>“Employee’s Regular Voluntary Sub-Account”</b>	means, in relation to an Employee Member, a sub-account as referred to in Rule 4.1(e);
<b>“Employee’s Non-Regular Voluntary Sub-Account”</b>	means, in relation to an Employee Member, a sub-account as referred to in Rule 4.1(f);

<b>“Employee’s Voluntary Transfer Sub-Account”</b>	means, in relation to an Employee Member, a sub-account as referred to in Rule 4.1(g);
<b>“Employer”</b>	means (i) any person, firm, corporation or body which has established a Sub-Scheme for its employees by executing a Participation Agreement; or (ii) each LS Employer who participates in the Scheme in accordance with Clause 3.4B; or (iii) each Advanced Scheme Employer and Basic Scheme Employer who participates in the Scheme in accordance with Clause 3.4C.
<b>“Employer’s Mandatory Sub-Account”</b>	means, in relation to an Employee Member, a sub-account as referred to in Rule 4.1(a);
<b>“Employer’s Voluntary Sub-Account”</b>	means, in relation to an Employee Member, a sub-account as referred to in Rule 4.1(d);
<b>“Exemption Regulation</b>	means the Mandatory Provident Fund Schemes (Exemption) Regulation (Cap 485 of the Laws of Hong Kong), as amended from time to time;
<b>“European Equity Fund”</b>	means the European Equity Fund as defined in Clause 11.1;
<b>“Ex-dividend Date”</b>	means the date on which the amount of distribution of dividend is excluded from the Net Asset Value of the Units of the Retirement Income Fund;
<b>“Fidelity Growth Fund”</b>	means the Fidelity Growth Fund as defined in Clause 11.1;
<b>“Fidelity Stable Growth Fund”</b>	means the Fidelity Stable Growth Fund as defined in Clause 11.1;
<b>“Financial Year”</b>	means, in relation to the Trust and each Sub-Scheme, the period from 1 April to 31 March of the next following year PROVIDED THAT in the case of the Trust, the first Financial Year shall commence on the date on which the Scheme was registered under the MPFS Ordinance and end on the first following 31 March, and in the case of each Sub-Scheme, the first Financial Year thereof shall commence on the Commencement Date of such Sub-Scheme and end on 31 March first falling after such Commencement Date or such later date as the Trustee with the prior approval of the MPF Authority so determines;

<b>“Flexi Retirement Contribution”</b>	means, in the case of an Individual Relevant Employee Member, the contribution of such member as per Rule 3.2A;
<b>“Fund Switching Instruction”</b>	means an instruction (i) as may from time to time be given by a Member in a form prescribed by the Trustee to enable the Trustee to deal with the change of investment in respect of the Accrued Benefits of the Member; or (ii) as may be adopted by or applied in this Scheme under Rule 2.1.1(C);
<b>“General Regulation”</b>	means the Mandatory Provident Fund Schemes (General) Regulation (Cap 485 of the Laws of Hong Kong), as amended from time to time;
<b>“Growth Fund”</b>	means the Growth Fund as defined in Clause 11.1;
<b>“Guaranteed Rate of Return”</b>	means, in relation to an investment made in the Stable Fund in a particular period, the guaranteed rate of return of such investment in that period is calculated by determining the calendar-day average of the interest rate on Hong Kong dollar savings accounts quoted by all the Authorized Financial Institutions during that period;
<b>“Hang Seng Index Tracking Fund”</b>	means the Hang Seng Index Tracking Fund as defined in Clause 11.1;
<b>“Healthcare Fund”</b>	means the Healthcare Fund as defined in Clause 11.1;
<b>“Hong Kong Equity Fund”</b>	means the Hong Kong Equity Fund as defined in Clause 11.1;
<b>“Hong Kong Bond Fund”</b>	means the Hong Kong Bond Fund as defined in Clause 11.1;
<b>“Individual Relevant Employee”</b>	means a relevant employee as defined in the MPFS Ordinance;
<b>“Individual Relevant Employee Member”</b>	means an Individual Relevant Employee who has joined the Scheme in accordance with Clause 3.4A, 3.4B or Rule 2.1.1(C);
<b>“Individual Relevant Employee Member's Voluntary Sub-Account”</b>	means, in relation to an Individual Relevant Employee Member, a sub-account as referred to in Rule 4.4(a);
<b>“Interest Fund”</b>	means the Interest Fund as defined in Clause 11.1;

<b>“International Equity Fund”</b>	means the International Equity Fund as defined in Clause 11.1;
<b>“International Bond Fund”</b>	means the International Bond Fund as defined in Clause 11.1;
<b>“Investment”</b>	<p>means any stock, share, debenture, debenture stock, loan stock, bond, insurance policy, unit share or other interest in a Collective Investment Scheme, Commodity, share price index futures contract, security, commercial paper, acceptance, certificate of deposit, trade bill, treasury bill, instrument or note of or issued by or under the guarantee of any body, whether incorporated or unincorporated, or of any government or local governmental authority or supranational body, whether paying interest or dividends or not, and whether fully paid or not and includes without limitation:</p> <ul style="list-style-type: none"> <li>(a) any right, option or interest in or in respect of any of the foregoing;</li> <li>(b) any certificate of interest or participation in, or temporary or interim certificate for, or receipt for or warrant to subscribe for or purchase, any of the foregoing;</li> <li>(c) 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;</li> <li>(d) any mortgage-backed security or other securitised receivable; and</li> <li>(e) any bill of exchange and any promissory note;</li> </ul>
<b>“Investment Management Fee”</b>	means any sum to which the Investment Manager may become entitled pursuant to the provisions of Clause 19;
<b>“Investment Manager”</b>	means such person or persons as may be appointed by the Trustee in accordance with this Deed to manage the investment of the Trust Funds or any portion thereof, being qualified to act as an investment manager of the Trust and the Sub-Schemes for the purposes of the MPFS Ordinance;
<b>“Irregular</b>	means any Qualifying Contributions received from



<b>Contributions”</b>	another scheme (other than the Manu-Lifestyle (MPF) Scheme) or transferred from another Constituent Fund and invested in the Stable Fund;
<b>“Issue Price”</b>	in respect of a Constituent Fund other than the Interest Fund, means the issue price per Unit calculated pursuant to Clauses 14 and 15 at which Units of the Constituent Fund are from time to time issued or to be issued;
<b>“ITCIS”</b>	means an index-tracking collective investment scheme that complies with the requirements set out in Section 6A of Schedule 1 to the General Regulation, or has such other meaning as is given to it from time to time in Section 1 of Schedule 1 to the General Regulation;
<b>“Japan Equity Fund”</b>	means the Japan Equity Fund as defined in Clause 11.1;
<b>“LS Employer”</b>	means an employer participating in the LS Scheme immediately before the Restructure Effective Date;
<b>“LS Employee Member”</b>	means an employee member participating in the LS Scheme immediately before the Restructure Effective Date;
<b>“LS Member”</b>	means a member participating in the LS Scheme immediately before the Restructure Effective Date;
<b>“LS PA Member”</b>	means a personal account member participating in the LS Scheme immediately before the Restructure Effective Date;
<b>“LS IRE Member”</b>	means an Individual Relevant Employee member participating in the LS Scheme immediately before the Restructure Effective Date;
<b>“LS Scheme”</b>	means the Manu-Lifestyle (MPF) Scheme, a Registered Scheme under Section 21 of the MPSO Ordinance;
<b>“LS Scheme Participants”</b>	means the LS Employers and LS Members;
<b>“LS SEP Member”</b>	means a self-employed person participating in the LS Scheme immediately before the Restructure Effective Date;
<b>“Management Fees”</b>	includes Trustee and Administration Fee and

	Investment Management Fee as defined in this Section and any other fees as set out in the Offering Document;
<b>“Mandatory Contribution”</b>	has the meaning as ascribed to it in Section 2 of the MPFS Ordinance;
<b>“Mandatory Personal Sub-Account”</b>	means a sub-account as referred to in Rule 4.3(a);
<b>“Maturity Date”</b>	means, in relation to a Retirement Fund, the date so defined in respect of such Retirement Fund under Clause 11.1;
<b>“Maximum Level of Relevant Income”</b>	means the level of Relevant Income specified in Schedule 3 of the MPFS Ordinance, or such other level as may be specified from time to time under the MPFS Ordinance;
<b>“Member”</b>	means an Employee Member, a SEP Member, an Individual Relevant Employee Member, a TVC Member or a Personal Account Member and includes any person participating in the Scheme in one or more of the above capacities;
<b>“Minimum Level of Relevant Income”</b>	means the level of Relevant Income specified in Schedule 2 of the MPFS Ordinance, or such other level as may be specified from time to time under the MPFS Ordinance;
<b>“MPF Authority”</b>	means the Mandatory Provident Fund Schemes Authority in Hong Kong;
<b>“MPFS Ordinance”</b>	means the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong) as amended from time to time;
<b>“Net Asset Value”</b>	means in relation to a Constituent Fund, the net asset value of such Constituent Fund or, as the context may require, of a Unit of the Constituent Fund (other than the Interest Fund) calculated pursuant to the provisions of Clause 14;
<b>“Net Cumulative Notional Redemption Proceeds”</b>	<p>in respect of the Notional Guaranteed Account of a Member in the Stable Fund on a particular date means the balance of a notional account to which</p> <p>(i) shall be credited with the lesser of any amount of reduction in the Notional Guaranteed Account or any amount of redemption from the</p>

Stable Fund; and

- (ii) any amount of addition to the Notional Guaranteed Account as a result of any Irregular Contributions made to the Stable Fund after the first redemption from the Stable Fund by the Member shall be debited,

PROVIDED THAT if the balance of such notional account becomes negative on a particular date, the balance of such notional account shall be reset to zero on that particular date;

**“Net Cumulative Redemption Proceeds”**

in respect of the Stable Fund on a particular date, means the balance of a notional account to which

- (i) any amount of redemption from the Stable Fund shall be credited; and
- (ii) any amount of Irregular Contributions made to the Stable Fund after the first redemption from the Stable Fund by the Member shall be debited,

PROVIDED THAT if the balance of such notional account becomes negative on a particular date, the balance of such notional account shall be reset to zero on that particular date;

**“NGR Factor”**

in respect of the Stable Fund on a particular date, means a percentage which is equal to the Net Cumulative Notional Redemption Proceeds divided by the Net Cumulative Redemption Proceeds  
PROVIDED THAT if the Net Cumulative Redemption Proceeds is zero, the NGR Factor shall be equal to 100% and FURTHER PROVIDED THAT the NGR Factor shall in any event not be greater than 100%;

**“Non-Qualifying Units”**

means any Unit of the Stable Fund issued to a Member which Units do not satisfy the Qualifying Conditions at the time of its issue, or any Unit(s) of the Stable Fund being converted from Qualifying Units into Non-Qualifying Units pursuant to Rule 8A;

**“Normal Retirement Age”**

means, in relation to a Member, 65 years of age or, if the General Regulation prescribes an earlier age, that earlier age;

**“North American Equity Fund”**

means the North American Equity Fund as defined in Clause 11.1;

**“Notional Guaranteed Account”**

in respect of any monies which satisfy the Qualifying Conditions at the time they are contributed to the Stable Fund by or for a Member, means a notional account (with the necessary sub-accounts) maintained by the Trustee, the account balance of which on a particular date shall be equal to:

- (i) the amount of all such monies invested in the Stable Fund by or for such Member less any applicable charges deducted from such monies when the relevant Qualifying Units are issued to the Member; plus
- (ii) the amount of all interest accrued to the net investment monies referred to in (i) above up to that particular date as if such monies had been invested at the Guaranteed Rate of Return;

**PROVIDED THAT:**

- (i) if Qualifying Units are acquired by the Member with Irregular Contributions after that particular date, the amount which shall be credited to the Notional Guaranteed Account shall be equal to the following:

Amount of the Irregular Contributions (less any applicable charges deducted therefrom) x NGR Factors,

PROVIDED THAT if the Amount of Irregular Contributions (after reduction of the applicable charges) exceeds the Net Cumulative Redemption Proceeds as at the date of such acquisition, the NGR Factor shall not be applied to such excess portion of the Irregular Contributions;

- (ii) if there is a partial redemption of the Qualifying Units from the Stable Fund, the balance of the Notional Guaranteed Account shall be reduced in accordance with Clause 16.2.2(iii); and
- (iii) to the extent that the Qualifying Units acquired with Irregular Contributions are purchased

replacing previously redeemed Qualifying Units in respect of the relevant Sub-scheme by a Member, the Trustee has the right to reduce any resulting increase in the Notional Guaranteed Account in respect of the relevant Sub-scheme scheme by a Member to the level of the guarantee that would have applied had the redemption of Units and subsequent repurchase not have occurred;

<b>“Offering Document”</b>	means the latest offering document issued by the Trustee, approved by the MPF Authority and authorised by the SFC;
<b>“Officer”</b>	has the meaning as given to it from time to time in Section 2 of the MPFS Ordinance;
<b>“Pacific Asia Bond Fund”</b>	means the Pacific Asia Bond Fund as defined in Clause 11.1;
<b>“Pacific Asia Equity Fund”</b>	means the Pacific Asia Equity Fund as defined in Clause 11.1;
<b>“Partial Redemption Rule”</b>	<p>means, in relation any partial redemption of the Qualifying Units in respect of a Sub-scheme by a Member, the percentage based on which the Notional Guaranteed Account of the Member shall be reduced, which percentage shall be equal to :</p> $\frac{\text{(Number of Qualifying Units redeemed)}}{\text{(Total number of Qualifying Units immediately before such redemption)}} \times 100\%$
<b>“Participation Agreement”</b>	<p>means in relation to a Sub-Scheme,</p> <p>(a) an agreement which has been approved by the Trustee from time to time and has been executed by an Employer whereby an Employer agrees to establish a Sub-Scheme under trust upon the terms of:</p> <ul style="list-style-type: none"> <li>(i) this Trust as amended from time to time; and</li> <li>(ii) the relevant Participation Agreement as from time to time modified by any further agreements approved by the Trustee and executed by such Employer; and/or</li> </ul> <p>(b) the participation agreement which was given by each LS Employer for providing relevant information to the LS Trustee for the purposes of LS Scheme, and which are adopted by or applied in</p>

this Scheme under Clause 3.4B; and/or

- (c) the participation agreement which was given by each Advanced Scheme Employer and Basic Scheme Employer for providing relevant information to the Advanced Scheme Trustee and Basic Scheme Trustee respectively for the purposes of the Advanced Scheme and Basic Scheme (as the case may be), and which are adopted (to the extent applicable) by the Trustee in this Scheme under Clause 3.4C (and, for the avoidance of doubt, such participation agreement shall not apply to new members who participate in this Scheme whose Employer participated in both the Advanced Scheme and/or Basic Scheme on the one hand and the Scheme on the other immediately before the 2018 Restructure Effective Date. For such new members, the Participation Agreement under this Scheme shall apply).

**“Personal Account”**

has the same meaning as given to it from time to time in Section 2 of the General Regulation, and shall be divided into the following sub-accounts:

- (a) Mandatory Personal Sub-Account;
- (b) Voluntary Personal Sub-Account; and
- (c) any other sub-account which the Trustee has set up and maintained for the Member;

“Member” in this definition of “Personal Account” does not include an Individual Relevant Employee Member;”

**“Pre-determined Events”**

means, in relation to a Member, any of the following events:

- (i) the death of the Member;
- (ii) the Member reaching the Normal Retirement Age; or
- (iii) before the Member reaches the Normal Retirement Age, the Member suffering from Total Incapacity and satisfying all the conditions as specified in Section 164(2) of the General Regulation;

**“Pre-existing Account”**

means an account in the Scheme which has been opened before April 1, 2017;

**“Personal Account Member”**

means:

- (a) a person who, having Accrued Benefits in another Registered Scheme, has joined the Scheme in accordance with the Rules and has transferred such Accrued Benefits to a Personal Account of the Scheme; or
- (b) a person who, having Accrued Benefits in a Contribution Account in the Scheme, has elected or is taken to have elected to have such Accrued Benefits transferred to a Personal Account of the Scheme in accordance with Part XII of the General Regulation;
- (c) a person who, having contribution paid to the MPF Authority by its previous employer under S.7AA of the MPF Ordinance, elects for the contribution to be paid or has contribution being paid to a Personal Account of the Scheme in accordance with S.7AC of the MPF Ordinance;

**“Qualifying Contributions”**

means contributions which can fulfil the Qualifying Conditions

**“Qualifying Conditions”**

means the qualifying conditions in respect of the issue of units of the Stable Fund as set out in the Offering Document;

**“Qualifying Units”**

means any Units of the Stable Fund issued to a Member which Units satisfy the Qualifying Conditions at the time of its issue;

**“Recognised Commodities Market”**

means any Commodities Market of repute in any country in the world which has for the time being the approval of the Trustee;

**“Recognised Futures Exchange”**

has the meaning as ascribed to it under Section 2 of the General Regulation;

**“Recognised Securities Market”**

means any stock exchange, over-the-counter market or association of dealers in securities of repute in any country in the world which has for the time being the approval of the Trustee;

**“Record Date”**

means the date on which the number of Units of the Retirement Income Fund are held in a Member’s account/sub-account, for that number of Units to be

	entitled to the corresponding dividend distribution (if any) for the Retirement Income Fund;
<b>“Redemption Price”</b>	in respect of a Constituent Fund other than the Interest Fund, means the price per Unit calculated pursuant to Clause 16 at which Units of the Constituent Fund are from time to time redeemed or to be redeemed;
<b>“Registered Scheme”</b>	means a provident fund scheme registered under Section 21 of the MPFS Ordinance as an employer sponsored scheme or a master trust scheme or registered under Section 21A of the MPFS Ordinance as an industry scheme, or has such other meaning ascribed to it from time to time in Section 2 of the MPFS Ordinance;
<b>“Relevant Income”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) in the case of an Employee Member, any wages, salary, leave pay, fee, commission, bonus, gratuity, perquisite or allowance, expressed in monetary terms, paid or payable by an Employer (directly or indirectly) to that Employee Member in consideration of his employment under that contract, but does not include severance payments or long service payments under the Employment Ordinance (Chapter 57 of the Laws of Hong Kong);</li> <li>(b) in the case of a SEP Member, income of that person as ascertained in accordance with the General Regulation including without limitations the provisions contained in Division 3 of Part XI of the General Regulation,</li> </ul> <p>or has such other meaning ascribed to it from time to time in Section 2 of the MPFS Ordinance;</p>
<b>“Remittance Statement”</b>	means a remittance statement required by Section 123 of the General Regulation;
<b>“Reportable Information”</b>	means, in respect of any person or entity considered to be an Account Holder or Controlling Person, information (including but not limited to its/his/her name, address, date of birth, place of birth/incorporation, jurisdiction(s) of tax residence, tax identification number(s) in the relevant jurisdiction(s)) and account information (including but not limited to its/his/her account balance, income, and payments to



the account holders).

**“Reserve Account”**

means, in relation to a Sub-Scheme, an account to which the Trustee shall credit unvested benefits, overpayment under Rule 20.6 and forfeitures due to dismissal for cause under Rule 21.3.4 under that Sub-Scheme (for the avoidance of doubt, the Reserve Account shall not include any amounts forfeited under Rule 16A);

**“Restructure”**

means restructure of the LS Scheme and this Scheme pursuant to the Restructure Application as approved by the MPF Authority;

**“Restructure Application”**

means the Application for the Mandatory Provident Fund Schemes Authority’s Consent to the Restructure of Manu-Lifestyle (MPF) Scheme and Manulife Global Select (MPF) Scheme dated 17th December, 2013;

**“Restructure Effective Date”**

means 27th March, 2014, the effective date of the Restructure;

**“Retirement Funds”**

means the Smart Retirement Fund, the 2020 Retirement Fund, the 2025 Retirement Fund, the 2030 Retirement Fund, the 2035 Retirement Fund, the 2040 Retirement Fund and the 2045 Retirement Fund as defined in Clause 11.1, while each of them is referred to as a “Retirement Fund”;

**“Retirement Income Fund”**

means the Retirement Income Fund as defined in Clause 11.1;

**“RMB Bond Fund”**

means the RMB Bond Fund as defined in Clause 11.1;

**“Rules”**

means the rules attached to and forming part of this Deed as the Appendix (as supplemented by the terms of this Deed and the Participation Agreement of a Sub-Scheme, if any) by which the Sub-Scheme shall be governed;

**“Scheme”**

means the Manulife Global Select (MPF) Scheme which is established under the terms of this Deed;

**“Scheme Participants”**

means Employers and Members;

**“Securities and Futures Ordinance”**

means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

<b>“Self-Employed Person”</b>	means a person whose Relevant Income (otherwise than in the capacity as an employee) derives from his production (in whole or in part) of goods or services in Hong Kong, or his trade in goods or services in or from Hong Kong, or has such other meaning ascribed to it from time to time in Section 2 of the MPFS Ordinance;
<b>“SEP Member”</b>	means a Self-Employed Person who has joined the Scheme in accordance with the Rules;
<b>“SEP Member’s Mandatory Sub-Account”</b>	means, in relation to a SEP Member, a sub-account as referred to in Rule 4.2(a);
<b>“SEP Member’s Mandatory Transfer Sub-Account”</b>	means, in relation to a SEP Member, a sub-account as referred to in Rule 4.2(b);
<b>“SEP Member’s Voluntary Sub-Account”</b>	means, in relation to a SEP Member, a sub-account as referred to in Rule 4.2(c);
<b>“SEP Member’s Voluntary Transfer Sub-Account”</b>	means, in relation to a SEP Member, a sub-account as referred to in Rule 4.2(d);
<b>“Service Provider”</b>	has the same meaning as given to it from time to time in Section 2 of the MPFS Ordinance;
<b>“SFC”</b>	means the Securities and Futures Commission in Hong Kong;
<b>“Smart Retirement Fund”</b>	means the Smart Retirement Fund as defined in Clause 11.1;
<b>“Specific Investment Instructions”</b>	has the meaning given to it in Section 34DA of the MPFS Ordinance;
<b>“Stable Fund”</b>	means the Stable Fund as defined in Clause 11.1;
<b>“Subscription Closure Period”</b>	in respect of each Retirement Fund (save and except for the Smart Retirement Fund, means the seven Business Days’ period ending on the Maturity Date of the fund;
<b>“Subscription Money”</b>	means any moneys in cleared funds received by the Trustee in relation to the Scheme;
<b>“Substantial Financial Institution”</b>	means an institution which satisfies the requirements of Section 7 of the General Regulation;

<b>“Sub-Scheme”</b>	means a notional sub-scheme under the Scheme pursuant to the terms of this Deed;
<b>“Tax Authority”</b>	means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function.
<b>“Tax Deductible Voluntary Contributions”</b>	means the contributions that are paid into a TVC account under Section 11A(2)(a) of the MPFS Ordinance, or has such other meaning ascribed to it from time to time in Section 2 of the MPFS Ordinance;
<b>“Terminal Illness”</b>	has the meaning ascribed to it from time to time in Section 158(3) of the General Regulation;
<b>“Terminated Advanced Scheme Participant”</b>	means a previous Employer, an Employee Member, a SEP Member or Personal Account Member under the Advanced Scheme who has ceased its or his participation or membership in such capacity in the Advanced Scheme within 3 years immediately prior to the 2018 Restructure Effective Date;
<b>“Terminated Basic Scheme Participant”</b>	means a previous Employer, an Employee Member, a SEP Member or Personal Account Member under the Basic Scheme who has ceased its or his participation or membership in such capacity in the Basic Scheme within 3 years immediately prior to the Restructure Effective Date;
<b>“Terminated LS Scheme Participant”</b>	means a previously LS Employer or LS Member who has ceased his participation or membership in the LS Scheme prior to the Restructure Effective Date;
<b>“Total Incapacity”</b>	has the meaning ascribed to it from time to time in Section 2 of the MPFS Ordinance;
<b>“Transfer Notice”</b>	means an instruction in the form specified or approved by the MPF Authority from time to time to enable any transfer of accrued benefits in accordance with the General Regulation;
<b>“Trust”</b>	means the trust established by this Deed;
<b>“Trust Fund”</b>	means all the assets and income received, earned and held by the Trustee for the purpose of the Scheme;
<b>“Trustee”</b>	means Manulife Provident Funds Trust Company

	Limited or any new or replacement trustee for the time being;
<b>“Trustee and Administration Fee”</b>	means any sum to which the Trustee may become entitled to pursuant to the provision of Clause 19;
<b>“TVC account”</b>	means an account opened under Section 11A(1) of the MPFS Ordinance, or has such other meaning ascribed to it from time to time in Section 2 of the MPFS Ordinance and shall be the TVC Member’s Voluntary Account as defined in Rule 4.5(a);
<b>“TVC Members”</b>	means a person who has joined the Scheme in accordance with Clause 3.4D and Rule 2.1.1(A)(j);
<b>“Unit”</b>	in respect of a Constituent Fund other than the Interest Fund, means an undivided share in the Constituent Fund including any fraction thereof permitted under this Deed;
<b>“UTMF Code”</b>	means the Code on Unit Trusts and Mutual Funds issued by the SFC, as amended from time to time;
<b>“Valuation Day”</b>	in relation to the Interest Fund, means the last day of a month.
<b>“Vested Balance”</b>	means <ul style="list-style-type: none"> <li>(i) in relation to the Employer’s Voluntary Sub-Account of an Employee Member on a particular date, the amount of the balance in such sub-account which has vested according to Rule 7.2 or 7.3; and</li> <li>(ii) in relation to any other sub-account (which holds the Voluntary Contributions made by an Employer in respect of an Employee Member) on a particular date, the amount of the balance in such sub-account which has vested according to Rule 7.2 or Rule 7.3;</li> </ul>
<b>“Voluntary Contribution”</b>	means a contribution paid to a Registered Scheme in accordance with Section 11 of the MPFS Ordinance, or has such other meaning ascribed to it from time to time in Section 2 of the MPFS Ordinance; and in the case of an Employee Member, Voluntary Contribution shall include his Employee’s Regular Voluntary Contribution and any Employee’s Non-Regular Voluntary Contribution (as defined in Rule 3.2);

**“Voluntary Personal Sub-Account”**

means a sub-account as referred to in Rule 4.3(b);

**“Working Day”**

has the meaning as given to it in Section 2 of the MPFS Ordinance;

**“Years of Service”**

means, in relation to an Employee Member, the total years (including a fraction thereof) of continuous employment with his Employer and any predecessor or successor company of his Employer as a result of any merger, amalgamation, consolidation or otherwise (whether or not as a Member of the Scheme), PROVIDED THAT any period of employment during which the Member is absent on approved leave without pay shall not be counted as Years of Service. In respect of a Member whose Contribution Account consists of an Employer’s Voluntary Sub-Account and/or such other sub-account which holds the Voluntary Contributions made by the Employer of the Member, the definition of Years of Service shall include any additional complete years and months as specified by the Member’s Employer in the Application Form.

In this Deed and the Rules unless inconsistent with the context, references to the masculine gender include the feminine, words implying the singular include the plural and vice versa, any reference to a statute or regulation includes any statute or regulation which it modifies, re-enacts or replaces and any subsequent modification, re-enactment or replacement of it. References to provisions of any ordinances which have not yet come into operation shall take effect on the day when such provisions become operative in law.

**2. ESTABLISHMENT OF TRUST**

- 2.1 On the effective date of the Trust Deed, the Trustee established a master trust scheme under trust called the Manulife Global Select (MPF) Scheme (宏利環球精選(強積金)計劃) whereby employers, Self-Employed Persons, and other relevant persons may participate in the Scheme.
- 2.2 With effect from the date hereof, all provisions of the Trust Deed shall be replaced by, and the rights and obligations of the Trustee, Investment Manager and all other parties provided in the Trust Deed shall be governed by and construed in accordance with the amended and restated provisions set out in this Deed.
- 2.3 The Trustee shall stand possessed of the Trust Fund on trust in accordance with this Deed, the Rules and any applicable Participation Agreement.

### 3. **ESTABLISHMENT OF A SUB-SCHEME**

- 3.1 An employer (as defined in the MPFS Ordinance) may establish a Sub-Scheme by executing a Participation Agreement and completing an Application Form.
- 3.2 A Self-Employed Person may establish a Sub-Scheme by completing an Application Form.
- 3.3 An Employee Member may establish a Sub-Scheme if upon his cessation of employment he elects or pursuant to the provisions of this Deed is taken to have elected to transfer his benefits accrued under this Scheme to a separate Personal Account in the Scheme.
- 3.4 Any other person as specified in Rule 2.1.1(A)(c) may establish a Sub-Scheme by completing an Application Form if such person wishes to transfer his benefits accrued in another Registered Scheme (or occupational retirement scheme) to a Personal Account of the Scheme.
- 3.4A An Individual Relevant Employee may establish a Sub-Scheme by completing an Application Form.
- 3.4B
  - (a) A Sub-Scheme will be set up for each LS Employer, LS SEP Member, LS IRE Member and LS PA Member, including each Terminated LS Scheme Participant, who is required to transfer their sub-scheme to this Scheme pursuant to the Restructure.
  - (b) Information/instruction (including but not limited to information about the years of participation of any LS Employee Member, if applicable) that is relevant to any sub-scheme under the LS Scheme and should be adopted by or applied in this Scheme pursuant to the Restructure will be adopted and applied by the Trustee respectively for the purpose of handling the relevant Sub-Scheme.
  - (c) For the avoidance of doubt, no Application Form, Participation Agreement or consent is required from the LS Employers, LS SEP Members, LS IRE Members, LS PA Members or Terminated LS Scheme Participants, for the purpose of enabling the Trustee to set up any Sub-Scheme, or to accept any information/instruction, as described above.
- 3.4C
  - (a) For each:
    - (i) Advanced Scheme Employer;
    - (ii) Advanced Scheme SEP Member;
    - (iii) Advanced Scheme PA Member;
    - (iv) Basic Scheme Employer;
    - (v) Basic Scheme SEP Member; and
    - (vi) Basic Scheme PA Member;

who participated solely in the Advanced Scheme and/or Basic Scheme (and

does not participate in the Scheme) immediately before the 2018 Restructure Effective Date, and

each:

- (vii) Terminated Advanced Scheme Participant; and
- (viii) Terminated Basic Scheme Participant,

a Sub-Scheme shall be set up. Each such:

- (i) Advanced Scheme Employer and its Advanced Scheme Employee Members;
- (ii) Advanced Scheme SEP Member;
- (iii) Advanced Scheme PA Member;
- (iv) Basic Scheme Employer and its Basic Scheme Employee Members;
- (v) Basic Scheme SEP Member;
- (vi) Basic Scheme PA Member;
- (vii) Terminated Advanced Scheme Participant; and
- (viii) Terminated Basic Scheme Participant,

shall become a participating (or terminated, as appropriate) Employer, Employee Member, SEP Member or Personal Account Member (as the case may be) under this Scheme pursuant to the 2018 Restructure, and the following shall be applicable:

- (i) any information, instruction, Application Form or Participation Agreement that is relevant to such Advanced Scheme Employer and its Advanced Scheme Employee Members, Advanced Scheme SEP Member, Advanced Scheme PA Member, Basic Scheme Employer and its Basic Scheme Employee Members, Basic Scheme SEP Member and Basic Scheme PA Member under the Advanced Scheme and Basic Scheme (as the case may be) shall be adopted (to the extent applicable) by the Trustee for the purpose of this Scheme (and where appropriate shall be treated as the information, instruction, Application Form and Participation Agreement under this Scheme) pursuant to the 2018 Restructure; and
- (ii) for the avoidance of doubt, no application form, participation agreement or consent is required from any of such employers or members for the purpose of their participation in this Scheme.

(b) For each:

- (i) Advanced Scheme Employer and its Advanced Scheme Employee Members; and
- (ii) Basic Scheme Employer and its Basic Scheme Employee Members,

who participated in both the Advanced Scheme and/or Basic Scheme on the one hand and the Scheme on the other immediately before the 2018 Restructure

Effective Date:

- (i) their respective information, instruction, Application Form and Participation Agreement under the Advanced Scheme and Basic Scheme (as the case may be) shall be adopted (to the extent applicable) by the Trustee in respect of the respective participation of such members in this Scheme (and where appropriate shall be treated as the information, instruction, Application Form and Participation Agreement under this Scheme) pursuant to the 2018 Restructure; and
  - (ii) for the avoidance of doubt, none of the above shall affect the participation of those Employee Members of the Advanced Scheme Employer and Basic Scheme Employer who have participated in this Scheme immediately prior to the 2018 Restructure.
- (c) For each:
- (i) Advanced Scheme SEP Member;
  - (ii) Advanced Scheme PA Member;
  - (iii) Basic Scheme SEP Member; and
  - (iv) Basic Scheme PA Member,

who participated in both the Advanced Scheme and/or Basic Scheme on the one hand and the Scheme on the other immediately before the 2018 Restructure Effective Date, their participation under the Advanced Scheme and Basic Scheme (as the case may be) shall be merged and combined into their participation under this Scheme pursuant to the 2018 Restructure, and the following shall be applicable:

- (i) all the relevant accounts of such members under the Advanced Scheme and Basic Scheme shall be transferred to this Scheme, and where appropriate consolidated into the relevant accounts of the respective members under this Scheme;
- (ii) their respective information, instruction, Application Form and Participation Agreement that is relevant to them under the Advanced Scheme and Basic Scheme (as the case may be) shall cease to have any effect, and their respective information, instruction, Application Form and Participation Agreement that is given to the Trustee under their participation in this Scheme immediately prior to the 2018 Restructure shall be adopted (to the extent applicable) by the Trustee in respect of their continual participation in this Scheme after the 2018 Restructure.

3.4D A person who wishes to pay Tax Deductible Voluntary Contributions into a TVC account may establish a Sub-Scheme by completing an Application Form if such person holds a contribution account or personal account in a Registered Scheme or is a member of an occupational retirement scheme in respect of which an exemption has been granted under Section 5 of the MPFS Ordinance.



- 3.5 The Application Form completed by an Employer, Self-Employed Person, an Individual Relevant Employee or any other person under a Sub-Scheme shall form an integral part of the relevant Sub-Scheme.

4. **APPOINTMENT, REMOVAL AND RETIREMENT OF INVESTMENT MANAGER**

- 4.1 (i) Subject to the approval of the MPF Authority and the SFC, the Trustee shall ensure that one or more Investment Managers are appointed in accordance with Section 44 of the General Regulation to manage the investment of the Trust Fund unless Section 44(2) of the General Regulation is complied.
- (ii) If no Investment Manager is appointed pursuant to Section 44(2) of the General Regulation, any powers, rights and obligations of the Investment Manager referred to in this Deed shall, unless the context otherwise requires, be construed as if they are powers, rights and obligations of the Trustee and any other reference to the Investment Manager shall be construed accordingly PROVIDED ALWAYS THAT all the Accrued Benefits of the Constituent Funds shall be invested solely in APIFs.
- (iii) Notwithstanding that Section 44(2) of the General Regulation is complied, the Trustee may, subject to the approval of the MPF Authority and the SFC, appoint one or more Investment Managers to manage the investment of the Trust Fund.
- (iv) Any Investment Manager appointed under this Clause 4.1 shall be made on such terms as to remuneration or otherwise as shall from time to time be agreed between the Trustee and such Investment Manager PROVIDED THAT any contracts for the appointment of such Investment Manager shall comply with Schedule 2 of the General Regulation.
- 4.2 The Investment Manager and its delegate (if any) must be independent of the Trustee, the custodian of the Trust Fund and the delegate of the custodian (as defined in Section 2 of the General Regulation) pursuant to the criteria set out in Section 46 of the General Regulation.
- 4.3 The Trustee may remove the Investment Manager upon three (3) months' notice in writing being given by the Trustee or such shorter notice as may be agreed between the parties. Notwithstanding the preceding notice provision, the Trustee may remove the Investment Manager with immediate notice upon the occurrence of any of the following events:
- (a) the Investment Manager is commenced to be wound up or is dissolved without being wound up;
- (b) the Trustee states in writing that a change in the Investment Manager is desirable in the interests of Scheme Participants;
- (c) the SFC withdraws its approval of the Investment Manager; or

- (d) in all other cases which stipulate that the Investment Manager must be removed as provided for in the agreement entered into between the Trustee and the Investment Manager for the investment of the Trust Fund or for the investment of any Constituent Fund, as the case may be.
- 4.4 The Investment Manager may retire in accordance with the terms and conditions of the agreement entered into between the Trustee and the Investment Manager for the investment of the Trust Fund, or for the investment of any Constituent Fund, as the case may be, PROVIDED THAT no removal or retirement of an Investment Manager shall take effect unless (i) a new Investment Manager has been appointed subject to the approval of the SFC and the MPF Authority; or (ii) Section 44(2) of the General Regulation is complied.
- 4.5 Upon the removal or retirement of the Investment Manager becoming effective and upon payment to the Trustee of all sums due by the retiring or removed Investment Manager in respect of the Trust, the retiring or removed Investment Manager shall be released from all further obligations under this Deed but without prejudice to the rights of the Trustee or of any Scheme Participants or other person in respect of any act or omission prior to such retirement or removal.
- 4.6 Upon the removal or retirement of the Investment Manager, the removed or retiring Investment Manager shall execute all such documents and take all action necessary to transfer the administration of the Investments to the new Investment Manager and shall deliver to the new Investment Manager all books, documents, records, and other property relating to the Trust as are required for the new Investment Manager to perform its obligations under this Deed.
- 4.7 The Trustee shall, as soon as practicable after the appointment of a new Investment Manager, give notice to the Scheme Participants specifying the name and other relevant details of the new Investment Manager.
- 4.8 Clause 4.3 shall not prejudice any right of the Trustee to terminate the Trust in accordance with this Deed.

5. **RETIREMENT OF TRUSTEE**

- 5.1 Subject to the prior written approval of the MPF Authority, a Trustee may resign from office by giving not less than three (3) months written notice to the Employers and Members (and the other Trustees, if any) PROVIDED THAT adequate arrangements have been made for another Trustee approved by the MPF Authority to assume responsibility for the administration of the Scheme for the Trustee's interest in the Trust Fund to be transferred to that other Trustee.
- 5.2 Upon retirement of a Trustee, the retiring Trustee shall assign, transfer or otherwise pay to the successor Trustee the monies and other property then constituting the Trust Fund less the compensation of the retiring Trustee and any other proper charges against the Trust Fund. Upon such assignment, transfer or payment to the successor Trustee, the retiring Trustee shall be released from all further obligations under this Deed but

without prejudice to the rights of any Scheme Participant or other person in respect of any act or omission prior to such retirement.

## **6. FUNCTIONS AND DUTIES OF THE TRUSTEE**

### **6.1 The functions and duties of the Trustee include the following:**

- 6.1.1 exercise a level of care, skill, diligence and prudence that may reasonably be expected of a prudent person who is acting in a similar capacity and who is familiar with the operation of Registered Schemes;
- 6.1.2 make use of all relevant knowledge and skill that the Trustee may be reasonably expected to have because of the Trustee's business or occupation;
- 6.1.3 ensure that the funds of the Constituent Funds are invested in different investments so as to minimize the risk of losses of those Constituent Funds, unless in particular circumstances it is prudent not to do so;
- 6.1.4 act in the interest of the Members and not in the Trustee's own interest;
- 6.1.5 act in accordance with this Deed, the Rules and the Participation Agreement and all applicable law and regulations;
- 6.1.6 supervise and exercise proper control over all Service Providers appointed or engaged for the purposes of the Scheme;
- 6.1.7 cause proper accounting and other records and reports relating to the Scheme, including statement of accounting policies, financial statements, Auditors' report, scheme report, investment report and consolidated report, to be prepared and kept in accordance with Part VII of the General Regulation;
- 6.1.8 cause the financial statements of the Scheme to be audited annually by the Auditors as required by Part VIII of the General Regulation;
- 6.1.9 ensure that, in accordance with Section 56 of the General Regulation, (a) within 3 months after each Financial Year of the Scheme, each of the Members is provided with a benefit statement setting out the Member's position with respect to the Scheme as at the end of that Financial Year, whether or not the auditing of the financial statements of the Scheme for that Financial Year has been completed then; and (b) if there are subsequent audit adjustments made to the benefit statements affecting the Members' balances, Members are notified in writing within 30 days after the Trustee becomes aware of those audit adjustments;
- 6.1.10 ensure that the Trust Fund (a) is administered and dealt with as trust property by Service Providers appointed or engaged by the Trustee for the purposes of the Scheme; and (b) is held, recorded or otherwise controlled in accordance with the market practices that are currently prevailing in the place where the Trust Fund is held, recorded or otherwise controlled, and in such manner as is prudent in the circumstances; (c) is applied only for the purposes of the Scheme; and (d)

is separately recorded in the records required to be kept in respect of the Scheme and, in particular is distinguished from the Trustee's own assets and from any assets held by the Trustee for the benefit of an Employer or any other person.

6.1.11 ensure that, as far as reasonably practicable, the requirements and standards prescribed in Part IV of the General Regulation will be complied with;

6.1.12 such other functions and duties imposed on the Trustee by the MPFS Ordinance, the General Regulation and all other applicable law and regulations.

6.2 The Trustee may regulate its own proceedings, and in particular, if there is more than one Trustee, the Trustee may act by majority vote or by written resolution signed by a majority of the Trustees.

6.3 Every Trustee which is an incorporated company may exercise or concur in exercising any discretion or power by this Deed, the Rules, the Participation Agreement or by any relevant law conferred on the Trustee by a resolution of such company or by a resolution of its board of directors or governing body or may delegate the right and power to exercise or concur in exercising any such discretion or power to a representative appointed for the purpose by its board of directors or governing body.

## **7. GENERAL POWERS OF TRUSTEE**

7.1 The Trustee shall have all powers required for the proper administration of the Trust or the Sub-Schemes. No decision of the Trustee shall be invalidated on the ground that any Trustee or Officer of the Trustee had a direct or indirect or personal interest in the decision nor shall any Trustee or Officer of a corporate Trustee be liable to account for any benefits which he receives as a result of membership of the Scheme.

7.2 The Trustee may appoint or obtain the advice of professional advisers upon such terms as to duties and remuneration as may be agreed between the Trustee and such advisers. Subject to Clause 8.17.1, the Trustee shall not be liable in respect of anything done or omitted in reliance upon professional advice.

7.3 The Trustee shall have power to appoint and/or remove Auditors of the Scheme.

7.4 The Trustee may appoint or employ any agent or staff in connection with the Trust or any Sub-Scheme including without limitation an administrator to administer the Scheme.

7.5 The Trustee may delegate any of its powers and duties to any person or company appointed or employed by the Trustee in connection with the Trust or any Scheme.

7.6 The Trustee shall have power to appoint and/or remove custodians or other nominees for the purpose of holding Scheme assets on such terms as to remuneration or otherwise as shall from time to time be agreed between the Trustee and such custodians or nominees PROVIDED THAT any custodial agreement for the appointment of such custodians or nominees shall comply with Schedule 3 of the General Regulation. No agent, custodian or broker shall be accountable for any commission or brokerage or

other remuneration received by it notwithstanding that it may be associated with a Trustee.

- 7.7 The Trustee shall cause a register of Members be established and kept in accordance with Section 91 of the General Regulation.
- 7.8 If any benefit is payable to an infant or a person under any legal incapacity, the receipt of a parent, guardian or similar responsible person shall be a complete discharge to the Trustee.
- 7.9 The Trustee shall have power to make or receive any transfers of assets to or from other retirement schemes or arrangements in accordance with this Deed, the Rules, the MPFS Ordinance, the General Regulation and all applicable law and regulations.
- 7.10 The Trustee shall have the power to act on behalf of and/or in the interest of the Scheme commence, carry on, settle or defend proceedings or any claim relating in any way to the Trust or any Sub-Scheme or to the determination of any rights of the Members and others in respect thereof and to be indemnified from the Trust in respect of all costs and expenses it may incur in connection with such proceedings and any investment gains or interest that may be realised by reason of such proceedings, claims or settlement thereof shall notwithstanding any other provisions in the Trust Deed be retained for the benefit of the Scheme and may be applied to defray any costs/expenses under Clause 19.6 as determined by the Trustee in its sole discretion.
- 7.11 The Trustee shall have the power generally to execute and do all such acts and things as the Trustee may consider necessary or expedient (subject to any restrictions contained in this Deed) for the maintenance and preservation of the Scheme assets and the rights of the Members and others thereunder.
- 7.12 Subject to the approval of the MPF Authority, the Trustee shall have the power to restructure the Scheme with other Registered Schemes in accordance with Section 34B of the MPFS Ordinance.
- 7.13 The Trustee shall have all the powers and discretions conferred upon an approved trustee of a Registered Scheme under the MPFS Ordinance, the General Regulation and all other applicable law and regulations.
- 7.14 The Trustee shall have the power to assume and discharge in this Scheme all outstanding operation and administration obligations of the LS Trustee under the LS Scheme after the Restructure Effective Date.
- 7.15 The Trustee shall have the power to assume and discharge in this Scheme all outstanding operation and administration obligations of the Advanced Scheme Trustee and Basic Scheme Trustee under their respective Advanced Scheme and Basic Scheme upon the 2018 Restructure.
- 7.16 Upon a restructure of the Scheme including any restructure in accordance with Section 34B of the MPFS Ordinance, the Trustee shall have the power to sign and execute any

contract notes, transfer instruments or other documents on behalf of any or all of the transferring Members.

8. **LIABILITIES OF THE TRUSTEE AND THE INVESTMENT MANAGER**

- 8.1 The Trustee and the Investment Manager shall not incur any liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan or reorganisation or other document of title, or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.
- 8.2 The Trustee and the Investment Manager shall not incur any liability to the Scheme Participants or any of them for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or either of them shall be directed or requested to do or perform or to forbear from doing or performing.
- 8.3 If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed, the Trustee and the Investment Manager shall not be under any liability therefor or thereby.
- 8.4 The Trustee and the Investment Manager shall not be responsible for the authenticity of any signature on or any seal affixed to any endorsement on any certificate or to any transfer or form of application, request for redemption, endorsement or other document affecting the title to or transmission of Units or Accrued Benefits in a Constituent Fund nor be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer, form or other document or for acting on or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Investment Manager respectively shall nevertheless be entitled but not bound to require that the signature of any Scheme Participants to any document required to be signed by him under or in connection with this Deed shall be verified by a banker or broker or other responsible person or otherwise authenticated to its or their reasonable satisfaction.
- 8.5 The Trustee and the Investment Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers either of the Trustee or of the Investment Manager and shall not be liable for anything done or omitted or suffered in reliance upon such advice or information. The Trustee and the Investment Manager shall not be responsible for or incur any liability in respect of any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, agent or other person as aforesaid or (except as specified in this Deed) of the Investment Manager (in the case of the Trustee) or the Trustee (in the case of the Investment Manager). Any such advice or information may be obtained or sent by letter, telegram, telex message, cablegram, facsimile transmission or any other electronic means and the Trustee and the Investment Manager shall not be liable for acting on any advice or information purported to be conveyed by any such letter,

telegram, telex message, cablegram or facsimile transmission although the same contains some error or shall not be authentic.

- 8.6 The Trustee and the Investment Manager may accept as sufficient evidence of the value of any asset of any Constituent Fund, or the cost price or sale price thereof, or of any Recognised Securities Market, Recognised Commodities Market or Recognised Futures Exchange quotation, a certificate by a person, firm or association qualified in the opinion of the Trustee and the Investment Manager to provide such a certificate.
- 8.7 At all times and for all purposes of this Deed, the Trustee and the Investment Manager may rely upon the established practice and rulings of any Recognised Securities Market, Recognised Commodities Market or Recognised Futures Exchange and any committees and officials thereof on which any dealing in any Investment or other property is from time to time effected in determining what shall constitute a good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under this Deed.
- 8.8 Except if and so far as herein otherwise expressly provided, the Trustee and the Investment Manager shall as regards all the trusts, powers, authorities and discretions vested in each of them respectively have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and the time for the exercise thereof and, neither the Trustee nor the Investment Manager shall be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.
- 8.9 Subject to the relevant provisions of the MPF Ordinance and General Regulations, nothing herein shall prevent the Trustee or the Investment Manager or any of their Associates from contracting or entering into any financial, banking or other transaction with one another or with any Scheme Participants or any company or body any of whose shares or securities form part of the Trust Fund or from being interested in any such contract or transaction and the Trustee and the Investment Manager shall not be in any way liable to account to the Trust or the Scheme Participants or any of them for any profit or benefit made or derived thereby or in connection therewith.
- 8.10 Nothing herein contained shall be construed so as to prevent the Investment Manager or the Trustee in conjunction or separately from establishing or acting as manager, trustee or successor trustee for trusts separate and distinct from the Trust and retaining any profit or benefit made thereby or in connection therewith.
- 8.11 Nothing herein shall prevent the Trustee or the Investment Manager from becoming the owners of Units or Accrued Benefits in a Constituent Fund and holding, disposing or otherwise dealing with the same rights which they would have had if they had not been a party to this Deed and the Trustee and the Investment Manager may buy, hold and deal in any Investments upon their respective individual accounts notwithstanding that similar Investments may be held under this Deed as part of the Trust Fund. The Trustee and the Investment Manager shall not be liable to account either to any of the others of them or to the Scheme Participants or any of them for any profits or benefits made or derived from or in connection with any such transaction.

- 8.12 The Trustee may destroy or otherwise dispose of any document in relation to the Scheme in the possession or control of the Trustee after the expiry of the period for which such document is required to be kept by any applicable laws, rules, regulations, codes or guides from time to time issued by the relevant authorities. The Trustee shall not incur any liability whatsoever for destroying or otherwise disposing of any such document in accordance with this Clause 8.12, PROVIDED THAT it has acted in good faith and without notice of any claim to which the document might be relevant. In each case, unless the contrary is proved, the relevant document so destroyed or otherwise disposed of shall be deemed to have been valid and effective and to have been duly and properly registered, cancelled or, as the case may be, recorded.
- 8.13 The Investment Manager or the Trustee respectively shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by them in good faith under the provisions of this Deed and in particular, but without prejudice to the generality of the foregoing, neither the Investment Manager nor the Trustee shall, in ascertaining the value of any Investment, be under any liability by reason of the fact that a price or a rate (for example, interest rate, and exchange rate) reasonably believed to be the last published/quoted rate(s) or price, closing price, traded price or midway between the latest available market dealing offered price and the latest available market dealing bid price, for the time being may be found not to be such.
- 8.14 The Trustee shall not be under any liability on account of anything done or suffered by the Trustee in accordance with or in pursuance of any request or advice of the Investment Manager. Whenever pursuant to any provisions of this Deed, any certificate, notice, instruction or other communication is to be given by the Investment Manager or any other person to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Investment Manager or such other person by any person whose signature the Trustee is for the time being authorised by the Investment Manager or such other person to accept.
- 8.15 The Trustee shall be indemnified and shall be entitled to be reimbursed out of the Trust Fund in respect of all reasonable and proper costs, outgoings, disbursements, liabilities, charges, expenses or demands which it may incur in respect of the Scheme and which it may incur, whether directly or indirectly, or which are or may be imposed on it, in respect of the performance or exercise of its duties and powers hereunder and in respect of all actions, proceedings, costs, claims and demands relating to any matter or thing done or omitted to be done concerning the Trust Fund. For the purposes of such indemnity and reimbursement, the Trustee may from time to time realise such property of the Trust Fund in such manner and at such time as the Trustee thinks fit.
- 8.16 The Trustee shall be liable only for such moneys as the Trustee shall actually receive and in no event shall the Trustee be liable for any interest in respect of such moneys. Except as required under the MPFS Ordinance or the General Regulation, it shall not be the duty of the Trustee to take proceedings to enforce payment of any contributions or other monies payable under this Deed or any Participation Agreement. In no event shall the Trustee be bound to make any payment except out of the funds held by it for the purpose of the Scheme and under the provisions of this Deed or any Participation Agreement.



8.17 8.17.1 Notwithstanding any provision of this Deed, the Trustee shall not be exempted from or indemnified against:

- (a) liability for breach of trust for failure to act honestly as regards a matter concerning the Scheme; or
- (b) liability for breach of trust for an intentional or reckless failure to exercise, as regards a matter concerning the Scheme, the degree of care and diligence that is to be reasonably expected of a trustee who is exercising functions in relation to a trust; or
- (c) liability for a fine or penalty imposed by or under Hong Kong law.

8.17.2 The Trustee shall not purport to limit any of the liabilities set out in Clause 8.17.1, nor shall the Trustee's liability for such matters be limited.

## 9. **AMENDMENT**

9.1 Subject to Clauses 9.2 and 9.3,

9.1.1 the Trustee may at any time by deed amend or extend any of the provisions of this Deed or the Rules. Any amendment or extension may have retrospective effect PROVIDED THAT if such retrospective amendment or extension shall have any detrimental effect on the Accrued Benefits of a Scheme Participant, such amendment or extension shall not take effect until the Trustee has obtained the consent of all the Scheme Participants being affected by such amendment or extension; and

9.1.2 further subject to any restrictions in the relevant Participation Agreement and/or the Application Form, the Trustee may, with the consent or at the request of the relevant Employer, SEP Member, TVC Member or Personal Account Member, at any time by deed amend or extend the terms of any Participation Agreement. Any amendment or extension may have retrospective effect PROVIDED THAT if such retrospective amendment or extension shall have any detrimental effect on the Accrued Benefits of a Scheme Participant, such amendment or extension shall not take effect until the relevant Employer, SEP Member, TVC Member or Personal Account Member (as the case may be) who requests the amendment of the Participation Agreement, has made, to the Trustee's satisfaction, due communication with the affected Scheme Participants to that effect;

9.1.3 the Trustee may at any time by deed amend or extend any of the provisions of this Deed or the Rules if the Trustee certifies in writing that in its opinion such amendment or extension is necessary in order to make possible compliance with any fiscal, statutory or official requirement (whether or not having the force of law) including without limitation the MPFS Ordinance and any rules, guidelines, codes or regulations made thereunder,

PROVIDED ALWAYS THAT no such alteration shall be made which would cause the main purpose of the Trust or any Sub-Schemes affected by such modification to be other than the provision of retirement and other benefits for employees of Employers, Self-Employed Persons, Individual Relevant Employees, TVC Members or Personal Account Members.

9.2 No alterations or extensions may be made to this Deed, the Rules or any Participation Agreement unless the MPF Authority and SFC have approved such alterations or extensions and the notification and other procedures (if any) required by the MPF Authority and the SFC have been complied with PROVIDED ALWAYS THAT all the provisions relating to the dealing of Units of each Constituent Fund may be changed by the Trustee in the following manner:

- (a) a permanent change in the method of dealing may only be effected after giving no less than one (1) month's notice to the Scheme Participants; and
- (b) a temporary change may only be effected:
  - (i) in exceptional circumstances, having regard to the interest of the Scheme Participants; and
  - (ii) if the possibility of a temporary change and the circumstances in which the change can be effected have been fully disclosed in the Offering Document.

9.3 9.3.1 The Trustee shall notify the MPF Authority and, if necessary, the SFC in writing of any amendment proposed to be made to this Deed or the Rules and lodge with the MPF Authority and, if necessary, the SFC a copy of the proposed amendment.

9.3.2 To the extent required in the General Regulation an amendment to this Deed, the Rules or the Offering Document will not take effect until the MPF Authority and, if necessary, the SFC have given written notice to the Trustee that the MPF Authority and, if necessary, the SFC have approved the amendment.

9.4 Subject to the approval of the MPF Authority, the Trustee may at any time by deed amend or extend any of the provisions of this Deed or the Rules if the Trustee certifies in writing that in its opinion such amendment or extension is necessary in order to make possible compliance with any fiscal, statutory or official requirement (whether or not having the force of law) including without limitation the MPFS Ordinance and any rules, guidelines, codes or regulations made thereunder.

## 10. **INVESTMENT POWERS**

10.1 Subject to this Clause 10 and the provisions of the MPFS Ordinance and the General Regulation, all cash and other property which ought in accordance with the provisions of this Deed to form part of a Constituent Fund shall be applied at the discretion of the Trustee (but subject always to the provisions of this Deed) in the acquisition of Investments for the account of such Constituent Fund, PROVIDED THAT all or any

amount of cash received for any Constituent Fund may during such time or times as the Trustee may think fit be retained in any currency or currencies as the Trustee may think fit for the account of such Constituent Fund:

- (a) in cash or on deposit with, or in certificates of deposit or other money market or banking instruments issued by the Trustee (if a banker or other financial institution) or any banker or other financial institution in any part of the world approved by the Trustee (including any Connected Person of the Trustee) for the time being receiving money on deposit from the public or any section of the public; or
- (b) on deposit in any other manner authorised by the Trustee Ordinance with any person approved by the Trustee.

10.2 Subject to Clauses 10.3 to 10.6, 10.9 and the provisions of the MPFS Ordinance and the General Regulation, the Trustee shall have and may from time to time exercise all or any of the following powers:

- 10.2.1 power to allow any investments, securities, APIFs or property at any time or times held by them as part of the Trust Fund to remain in the actual state of investment thereof so long as the Trustee may in its absolute discretion think fit;
- 10.2.2 power at such discretion to sell, call in or convert into money any of such investments, securities and property which do not consist of money;
- 10.2.3 power at such discretion in respect of the net proceeds of any such sale, calling in or conversion and of any other capital moneys forming part of the Trust Fund or of any income of the Trust Fund and contributions paid to the Trustee pursuant to this Deed and the Rules which shall not be immediately required for making any payment thereunder to invest or apply the same as to the whole or any part thereof:
  - (i) in the purchase of or at interest upon the security of such funds, securities, bonds, debentures, stocks, shares or other investments or property including any interest in land of whatsoever nature and wheresoever situate and whether authorised by law for the investment of Trust Fund or not and whether involving liability or not and whether in possession or reversion as the Trustee may in its absolute discretion think fit including power to subscribe debt securities permitted by Section 7 of Schedule I of the General Regulation from underwriter or sub-underwriter or guarantee the subscription of any such funds, securities, bonds, debentures, stocks, shares or other investments as aforesaid;
  - (ii) in or towards effecting and maintaining with any insurance company or insurance office of good repute any annuity contracts or annuity policies or life assurance policies and any other policies for the purpose of providing benefits in accordance with the Rules;

- (iii) by lending any of the same at interest or not to any municipal corporation or any joint stock company or mutual or other society or body of repute and standing or any partnership or individual PROVIDED THAT the borrower shall be charged with the repayment of the loan on such terms as the Trustee thinks fit;

to the intent that the Trustee shall have the same full and unrestricted powers of investing and transposing and varying investments, contracts, policies or deposits in all respects as if it were absolutely and beneficially entitled thereto; and

10.2A Notwithstanding any other provisions of this Deed, where the Accrued Benefits and future contributions and other amounts transferred from another scheme (or the relevant percentage thereof) in respect of a Member are invested according to the Default Investment Strategy, the Trustee is authorised and empowered to invest the Accrued Benefits and future contributions and other amounts transferred from another scheme (or the relevant percentage thereof) of such Member in the DIS Funds in accordance with the Default Investment Strategy including the power to switch the Units held in a DIS Fund into Units of another DIS Fund to give effect to the allocation percentage between the DIS Funds in accordance with the MPFS Ordinance and, subject to the MPFS Ordinance, in such manner, at such time or during such time period, and upon such terms and conditions as the Trustee may determine, including without limitation the determination of the date for annual de-risking to give effect to the Default Investment Strategy in the manner as disclosed in the Offering Document and the rounding mechanism for the purpose of the Default Investment Strategy.

10.3 The Fund may be invested only in the investments permitted under and in accordance with Part V and Schedule 1 of the General Regulation as amended from time to time, and the Investment Manager appointed in relation to the Scheme by the Trustee is required to comply with Part V and Schedule 1 of the General Regulation and any guidelines relating to forbidden investment practices issued by the MPF Authority PROVIDED ALWAYS THAT:

- (a) if the Constituent Fund is a feeder fund, it may not enter into any financial futures and option contracts; and
- (b) if the Constituent Fund is a portfolio management fund, no more than 90% of the total assets of Constituent Fund may be invested in one APIF and it may enter into financial futures and option contracts only for hedging purposes.

Subject to the foregoing, assets of a Constituent Fund may comprise cash and bank deposits for ancillary purposes as the Investment Manager thinks fit, including without limitation for meeting redemption requests or defraying operating expenses or for reducing market exposure.

10.4 The Trust Fund must not be subject to any encumbrance other than an encumbrance which complies with Section 65(2) of the General Regulation.

- 10.5 Neither the Investment Manager nor any Connected Person of the Investment Manager shall without the written approval of the Trustee, act as principal, sell or deal in the sale of investments to the Trustee for the account of any Constituent Fund or otherwise deal as principal with any Constituent Fund PROVIDED THAT no such approval shall be required solely by reason of the fact that the Investment Manager or their Connected Persons act as trustee, custodian or administrator in relation to such investment. If the Trustee, the Investment Manager or any of their Connected Persons shall (with such approval, which may be given generally or in any particular case or cases) so sell or deal, the Investment Manager or such Connected Person (as the case may be) may retain for their or its own absolute use and benefit any profit which they or it may derive therefrom or in connection therewith and details of any such transaction shall be disclosed in the accounts of the Trust.
- 10.6 The Trust Fund may not be invested in the securities of, or lent to, as applicable, the Trustee, the Investment Manager, or any custodian appointed under the Trust except where any of these parties is a Substantial Financial Institution. For the purposes of this Clause 10.6, securities do not include units or shares in unit trusts or mutual fund corporations, either authorised under Section 15 of the Securities Ordinance or recognised jurisdiction schemes pursuant to Section 1.2 of the UTMF Code.
- 10.7 Subject to Schedule I of the General Regulation and any statutory requirements and restrictions for the time being in force and to Clause 10.8 below, the Trustee may arrange for the borrowing by the Trustee for the account of any Constituent Fund in any currency for the purpose of enabling the Accrued Benefits to be paid or for settling a transaction relating to the acquisition of securities or other investment in respect of the Constituent Fund.
- 10.8 Where borrowing is undertaken for the account of the Trust, assets forming part of any Constituent Fund may only be registered in the lender's name, or in the name of a nominee of the lender, PROVIDED THAT the lender or his nominee, as the case may be, enters into a written commitment that it will not, under any circumstances, pledge or obligate any part of such assets to any other person, or use any part of the assets as a margin, deposit, or guarantee or to secure, discharge, or settle, any borrowing, trades or contracts or dispose of any part of such assets, or treat them as if any person other than the Trustee and the lender had any interest in them.
- 10.9 In so far as investment of the Trust Fund is concerned, the Trustee must ensure that:
- (a) unless section 44(2) of the General Regulation applies, one (or more than one) Investment Manager shall be appointed for the management of the Trust Fund or any Constituent Fund and any such Investment Manager, or any delegate of that Investment Manager, shall act in the interests of the Members and does not collude with other persons as regards any transaction relating to the investment of the Trust Fund;
  - (b) if a transaction involving the acquisition of an asset for or in relation to the Scheme is entered into between relevant persons, the consideration to be paid for the asset is not greater than the prevailing market price;

- (c) if a transaction involving the disposal or lending of an asset for or in relation to the Scheme is entered into between relevant persons, the consideration to be paid for the asset is not less than the prevailing market price;
- (d) Service Providers appointed or engaged for the purposes of the Scheme and their Associates do not retain any payment or benefit from a third party, either directly or indirectly, derived from the acquisition or disposal or lending of assets of the Scheme PROVIDED THAT this Clause 10.9(d) does not prevent the third party from providing the service providers and their Associates with goods or service that are of demonstrable benefit to the Scheme or Members;
- (e)
  - (i) any Investment Manager appointed for the purposes of the Scheme, or any delegate of that Investment Manager, does not acquire or dispose of securities for those purposes at brokerage rates that exceed the customary institutional full-service brokerage rates generally applicable to the acquisition and disposal of securities; and
  - (ii) the acquisition or disposal of securities for the purposes of the Scheme is effected in accordance with the best commercial practice applicable to the preparation and execution of financial transactions;
- (f) For the purposes of Clause 10.9(b) and (c), the following persons are relevant persons:
  - (i) the Trustee and any Service Provider appointed or engaged for the purposes of the Scheme;
  - (ii) the Employers of Employee Members;
  - (iii) all Associates of any of those Employers, of any Member, or of any Service Provider appointed or engaged for the purposes of the Scheme.

10.10 The Investment Manager may purchase and sell Investments for the account of a Constituent Fund as agent for the Trustee PROVIDED THAT it shall account for all rebates of brokerage and commission which it may derive from or in connection with any such purchase or sale to the Constituent Fund on whose behalf such transaction was effected. The Investment Manager or its Connected Persons may enter into contractual arrangements with other persons (including any Connected Person of the Investment Manager or the Trustee) under which such other persons agree to pay in whole or in part for the provision of goods to, and/or the supply of services to the Investment Manager or Connected Persons of the Investment Manager in consideration of the Investment Manager or a Connected Person of the Investment Manager procuring that such other persons (or persons connected thereto) execute transactions to be entered into for the account of the Scheme. The Investment Manager shall procure that no such contractual arrangements are entered into unless the goods and services to be provided pursuant thereto are of demonstrable benefit to Members (taken as a body and in their capacity as such) whether by assisting the Investment Manager in its ability to manage the Trust Fund or otherwise. For the avoidance of doubt (and without prejudice to the generality of the foregoing) research and advisory services, economic and political analysis,

portfolio analysis (including valuation and performance measurement), market analysis, data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and investment-related publications may be considered as of such benefit to Members.

- 10.11 Subject to allowing interest on cash or short term deposits placed with the Trustee and its Connected Persons or other companies related to the Investment Manager, being Substantial Financial Institutions, the Trustee and its Connected Persons and such Substantial Financial Institutions are entitled in accordance with normal banking practice to retain for their own use any benefit they may derive from cash for the time being in their hands (whether on a current or deposit account) comprising part of the Trust Fund.
- 10.12 Subject to the provisions of this Deed, nothing herein contained shall inhibit the Trustee or the Investment Manager from:
- (a) acting as investment advisers or in any other capacity for any other person;
  - (b) buying, holding or dealing in any investment or currency upon its own account notwithstanding that similar investments or currency may be held in any Constituent Fund;
  - (c) purchasing for any Constituent Fund Investments owned by the Trustee or the Investment Manager for its own account or purchasing for the Trustee's or the Investment Manager's own account (as the case may be) Investments forming part of any Constituent Fund PROVIDED THAT in either case the terms of purchase are not less favourable to the relevant Constituent Fund than they would have been had the transactions been entered into at arm's length on the day in question;
  - (d) buying currency from or selling currency to any Constituent Fund and charging commission for such transactions at the normal commercial rates prevailing from time to time.

The Trustee and the Investment Manager (or any Connected Persons of any of them) shall not be liable to account to the Scheme for any emoluments, commissions, profits or any other benefits whatsoever resulting from the Trustee or the Investment Manager (or their Connected Persons), as the case may be, doing any of the foregoing things.

- 10.13 Subject to the provisions of this Deed, nothing herein contained shall place the Trustee or the Investment Manager under any duty to disclose to any Scheme Participants any fact or thing which comes to their notice in the course of their acting in any capacity for any other person.

## **11. ESTABLISHMENT OF CONSTITUENT FUNDS**

- 11.1 11.1.1 In the exercise of its powers under Clause 10, the Trustee shall establish certain Constituent Funds. The Constituent Funds established are the followings:

- (a) Manulife MPF Interest Fund (“Interest Fund”);
- (b) Manulife MPF Stable Fund (“Stable Fund”);
- (c) Manulife MPF Retirement Income Fund (“Retirement Income Fund”)
- (d) Manulife MPF Growth Fund (“Growth Fund”);
- (e) Manulife MPF Aggressive Fund (“Aggressive Fund”);
- (f) Manulife MPF Conservative Fund (“Conservative Fund”);
- (g) Manulife MPF European Equity Fund (“European Equity Fund”);
- (h) Manulife MPF Hong Kong Equity Fund (“Hong Kong Equity Fund”);
- (i) Manulife MPF International Equity Fund (“International Equity Fund”);
- (j) Manulife MPF Japan Equity Fund (“Japan Equity Fund”);
- (k) Manulife MPF North American Equity Fund (“North American Equity Fund”);
- (l) Manulife MPF Pacific Asia Equity Fund (“Pacific Asia Equity Fund”);
- (m) Manulife MPF Hong Kong Bond Fund (“Hong Kong Bond Fund”);
- (n) Manulife MPF RMB Bond Fund (“RMB Bond Fund”);
- (o) Manulife MPF Pacific Asia Bond Fund (“Pacific Asia Bond Fund”);
- (p) Manulife MPF International Bond Fund (“International Bond Fund”);
- (q) Manulife MPF China Value Fund (“China Value Fund”);
- (r) Manulife MPF Healthcare Fund (“Healthcare Fund”);
- (s) Manulife MPF Hang Seng Index Tracking Fund (“Hang Seng Index Tracking Fund”);
- (t) Manulife MPF Fidelity Growth Fund (“Fidelity Growth Fund”);
- (u) Manulife MPF Fidelity Stable Growth Fund (“Fidelity Stable Growth Fund”).
- (v) Manulife MPF Core Accumulation Fund (“Core Accumulation Fund”)
- (w) Manulife MPF Age 65 Plus Fund (“Age 65 Plus Fund”)



- (x) Manulife MPF Smart Retirement Fund (“Smart Retirement Fund”);
- (y) Manulife MPF 2020 Retirement Fund (“2020 Retirement Fund”);
- (z) Manulife MPF 2025 Retirement Fund (“2025 Retirement Fund”);
- (aa) Manulife MPF 2030 Retirement Fund (“2030 Retirement Fund”);
- (bb) Manulife MPF 2035 Retirement Fund (“2035 Retirement Fund”);
- (cc) Manulife MPF 2040 Retirement Fund (“2040 Retirement Fund”);
- (dd) Manulife MPF 2045 Retirement Fund (“2045 Retirement Fund”).

#### 11.1.2

##### (a) Interest Fund

The Interest Fund is a non-unitised fund which provides a capital guarantee (which shall comprise of accrued benefits at the beginning of the month as increased by any contributions during the month (after the deduction of any applicable service fees) together with any interest credited for the month and reduced by any redemption during the month. A statement of the investment policy of the Interest Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Interest Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation. When contributions are invested in the Interest Fund, interest shall be accrued to such contributions in accordance with Clause 16.2.3.

##### (b) Stable Fund

The Stable Fund is a unitised fund which provides a guaranteed return on any contributions invested upon the occurrence of the Pre-determined Events PROVIDED THAT the Qualifying Conditions are satisfied. A statement of the investment policy of the Stable Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Stable Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation. When investment in the Stable Fund is redeemed, the Accrued Benefits repaid will be determined in accordance with Clause 16.2.2.

##### (c) Retirement Income Fund

The Retirement Income Fund is a unitised fund. A statement of the investment policy of the Retirement Income Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Retirement Income Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(d) Growth Fund

The Growth Fund is a unitised fund. A statement of the investment policy of the Growth Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Growth Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(e) Aggressive Fund

The Aggressive Fund is a unitised fund. A statement of the investment policy of the Aggressive Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Aggressive Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(f) Conservative Fund

The Conservative Fund is a unitised fund. A statement of the investment policy of the Conservative Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Conservative Fund shall be invested in an APIF approved under section 6 of the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(g) European Equity Fund

The European Equity Fund is a unitised fund. A statement of the investment policy of the European Equity Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the European Equity Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(h) Hong Kong Equity Fund

The Hong Kong Equity Fund is a unitised fund. A statement of the investment policy of the Hong Kong Equity Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Hong Kong Equity Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(i) International Equity Fund

The International Equity Fund is a unitised fund. A statement of the investment policy of the International Equity Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the International Equity Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(j) Japan Equity Fund

The Japan Equity Fund is a unitised fund. A statement of the investment policy of the Japan Equity Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Japan Equity Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(k) North American Equity Fund

The North American Equity Fund is a unitised fund. A statement of the investment policy of the North American Equity Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the North American Equity Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(l) Pacific Asia Equity Fund

The Pacific Asia Equity Fund is a unitised fund. A statement of the investment policy of the Pacific Asia Equity Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Pacific Asia Equity Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or

any permissible investments under Schedule 1 to the General Regulation.

(m) Hong Kong Bond Fund

The Hong Kong Bond Fund is a unitised fund. A statement of the investment policy of the Hong Kong Bond Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Hong Kong Bond Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(n) RMB Bond Fund

The RMB Bond Fund is a unitised fund. A statement of the investment policy of the RMB Bond Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the RMB Bond Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(o) Pacific Asia Bond Fund

The Pacific Asia Bond Fund is a unitised fund. A statement of the investment policy of the Pacific Asia Bond Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Pacific Asia Bond Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(p) International Bond Fund

The International Bond Fund is a unitised fund. A statement of the investment policy of the International Bond Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the International Bond Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(q) China Value Fund

The China Value Fund is a unitised fund. A statement of the investment policy of the China Value Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering

Document. The funds of the China Value Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(r) Healthcare Fund

The Healthcare Fund is a unitised fund. A statement of the investment policy of the Healthcare Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Healthcare Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(s) Hang Seng Index Tracking Fund

The Hang Seng Index Tracking Fund is a unitised fund. A statement of the investment policy of the Hang Seng Index Tracking Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Hang Seng Index Tracking Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(t) Fidelity Growth Fund

The Fidelity Growth Fund is a unitised Fund. A statement of the investment policy of the Fidelity Growth Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Fidelity Growth Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(u) Fidelity Stable Growth Fund

The Fidelity Stable Growth Fund is a unitised fund. A statement of the investment policy of the Fidelity Stable Growth Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Fidelity Stable Growth Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(v) Core Accumulation Fund

The Core Accumulation Fund is a unitised fund. A statement of the investment policy of the Core Accumulation Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The investments of the Core Accumulation Fund shall be made in accordance with Section 2(b) of Schedule 10 to the MPFS Ordinance. The funds of the Core Accumulation Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under Section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(w) Age 65 Plus Fund

The Age 65 Plus Fund is a unitised fund. A statement of the investment policy of the Age 65 Plus Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The investments of the Age 65 Plus Fund shall be made in accordance with Section 2(a) of Schedule 10 to the MPFS Ordinance. The funds of the Age 65 Plus Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under Section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(x) Smart Retirement Fund

The Smart Retirement Fund is a unitized fund. A statement of the investment policy of the Smart Retirement Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the Smart Retirement Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation.

(y) 2020 Retirement Fund

The 2020 Retirement Fund is a unitised fund. A statement of the investment policy of the 2020 Retirement Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the 2020 Retirement Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation. The Maturity Date of the 2020 Retirement Fund shall be the last Business Day in year 2020, or such other date as approved by the MPF Authority.

(z) 2025 Retirement Fund

The 2025 Retirement Fund is a unitised fund. A statement of the investment policy of the 2025 Retirement Fund prepared in accordance

with Part IV of the General Regulation is set out in the Offering Document. The funds of the 2025 Retirement Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation. The Maturity Date of the 2025 Retirement Fund shall be the last Business Day in year 2025, or such other date as approved by the MPF Authority.

(aa) 2030 Retirement Fund

The 2030 Retirement Fund is a unitised fund. A statement of the investment policy of the 2030 Retirement Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the 2030 Retirement Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation. The Maturity Date of the 2030 Retirement Fund shall be the last Business Day in year 2030, or such other date as approved by the MPF Authority.

(bb) 2035 Retirement Fund

The 2035 Retirement Fund is a unitised fund. A statement of the investment policy of the 2035 Retirement Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the 2035 Retirement Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation. The Maturity Date of the 2035 Retirement Fund shall be the last Business Day in year 2035, or such other date as approved by the MPF Authority.

(cc) 2040 Retirement Fund

The 2040 Retirement Fund is a unitised fund. A statement of the investment policy of the 2040 Retirement Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the 2040 Retirement Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation. The Maturity Date of the 2040 Retirement Fund shall be the last Business Day in year 2040, or such other date as approved by the MPF Authority.

(dd) 2045 Retirement Fund

The 2045 Retirement Fund is a unitised fund. A statement of the investment policy of the 2045 Retirement Fund prepared in accordance with Part IV of the General Regulation is set out in the Offering Document. The funds of the 2045

Retirement Fund may be invested in an APIF, or invest in two or more APIFs and/or ITCIS approved under section 6A of Schedule 1 to the General Regulation, or any permissible investments under Schedule 1 to the General Regulation. The Maturity Date of the 2045 Retirement Fund shall be the last Business Day in year 2045, or such other date as approved by the MPF Authority.

11.1.3 Subject to the approval of the MPF Authority and the SFC, the Trustee may change the investment objectives and policies of any of the Constituent Funds by giving three (3) months' notice in writing to the SEP Members, the Individual Relevant Employee Members, the TVC Members and the Personal Account Members and to the Employers who shall forward such notice to Employee Members of their relevant Sub-Schemes.

11.1.4 The Trustee shall, subject to Clause 13.7A, make available the Default Investment Strategy under the Scheme for selection by Members, and must ensure that any investment related to the Default Investment Strategy accords with the requirements under Part 4AA of the MPFS Ordinance and Part 2 of Schedule 10 to the MPFS Ordinance.

11.2 Subject to the provisions of this Deed, the Trustee shall

- (i) in respect of a Constituent Fund other than the Interest Fund, stand possessed of the assets of each Constituent Fund as a single common fund upon trust for Members who hold Units of such Constituent Fund; and
- (ii) stand possessed of the assets of the Interest Fund as a single common fund upon trust for Members whose Accrued Benefits form part of the Interest Fund.

The Trustee shall keep separate records for each Constituent Fund so that the assets and liabilities of a Constituent Fund can be distinguished from those of the other Constituent Funds of the Scheme.

11.3 Without prejudice to a Member's right for his or her own Accrued Benefits under the Scheme permitted by law, a Member shall not have or acquire any rights against the Trustee in respect of Units of any Constituent Fund (other than the Interest Fund) or Accrued Benefits of the Interest Fund, other than those which are credited to the Contribution Account or Personal Account of such Member. No Member or other person having an interest in the Scheme shall as a result of the issue of Units of any Constituent Fund (other than the Interest Fund) or the accrual of the benefits in the Interest Fund, have or acquire any interest or share in any assets of the Scheme, or any Sub-Scheme or any Constituent Fund.

11.4 All Constituent Funds of the Scheme shall be denominated in Hong Kong dollars.

11.5 The Trustee may, at any time with the approval of the MPF Authority and the SFC, establish a new Constituent Fund.



11.6 11.6.1 Subject to the prior approval of the MPF Authority and the SFC, the Trustee may terminate a Constituent Fund (other than the Conservative Fund, (referred to in this Clause 11.6 as a “Terminating Constituent Fund”) by giving not less than three (3) months’ notice to the Scheme Participants PROVIDED THAT the Conservative Fund shall not be terminated unless a replacement Constituent Fund which complies with Section 37 of the General Regulation has been established or the Scheme is terminated at the same time. Following termination of a Terminating Constituent Fund, no further contribution may be invested in the Terminating Constituent Fund.

11.6.2 The Members whose Contribution Account or Personal Account holds Units in that Terminating Constituent Fund (if it is not the Interest Fund) or Accrued Benefits in that Terminating Constituent Fund (if it is the Interest Fund) must submit a new Contribution Investment Instruction and/or Fund Switching Instruction to the Trustee and give the Trustee notice to implement the instructions in such a format as prescribed by the Trustee before the closure of such Terminating Constituent Fund or within such timeframe as stipulated by the Trustee in the notice of termination given under Clause 11.6.1 above, whichever is earlier. Within thirty (30) days of the receipt of the Fund Switching Instruction, the Trustee shall redeem all the Units or repay the Accrued Benefits (as the case may be) in the Terminating Constituent Fund standing to the credit of the Contribution Account or Personal Account of the Member concerned and shall apply such redemption proceeds or repayment to invest in the new Constituent Fund specified in the Fund Switching Instruction on the same date when Units or Accrued Benefits in the Terminating Constituent Fund are redeemed or repaid (as the case may be) PROVIDED THAT such date is a Dealing Day of the new Constituent Fund and, if not, on the Dealing Day of the new Constituent Fund immediately following the date on which Units or Accrued Benefits in the Terminating Constituent Fund are redeemed or repaid (as the case may be).

If the new Constituent Fund is a unitised fund, the Units acquired in the new Constituent Fund shall be rounded to the nearest 3 decimal places, or such other number of decimal places as the Trustee may determine from time to time. The Trustee shall then credit the number of Units acquired to the relevant Contribution Account (with allocation to the relevant sub-accounts) or Personal Account (with allocation to the relevant sub-accounts) of the Member concerned.

If the new Constituent Fund is not a unitised fund, the Trustee shall then credit the amount of redemption proceeds or repayment so invested to the relevant Contribution Account (with allocation to the relevant sub-accounts) or Personal Account (with allocation to the relevant sub-accounts) of the Member concerned.

11.7 If a relevant Member fails to notify the Trustee of his new Contribution Investment Instruction and/or Fund Switching Instruction pursuant to Clause 11.6, the relevant Member shall be regarded as having elected to apply the redemption proceeds or repayment from the Terminating Constituent Fund standing to the credit of his

Contribution Account or Personal Account and any future contributions and other amounts transferred from another scheme to the Terminating Constituent Fund in respect of his Contribution Account or Personal Account to invest in accordance with the Default Investment Strategy or in such other Constituent Fund as stated in the notice given by the Trustee under Clause 11.6.1.

- 11.8 Subject to the prior approval of the MPF Authority and the SFC, the Trustee may close any Constituent Fund (other than the Conservative Fund) to any future contributions by giving not less than three (3) months' notice to the Members PROVIDED THAT any closure will not adversely affect benefits accrued in such Constituent Fund prior to such closure.
- 11.9 Subject to the prior approval of the MPF Authority and the SFC, the Trustee may from time to time change or cancel any or all of the guarantee features in respect of the Interest Fund and Stable Fund by giving not less than three (3) months' notice to the Members PROVIDED THAT any change to or cancellation of the guarantee features will not affect any guaranteed entitlement accrued prior to the effective date of change and the guaranteed entitlement will be calculated based on the "pre-change" provisions up to the day before the effective date.
- 11.10 Subject to the approval of the MPF Authority and the SFC, the Trustee may merge or divide the Scheme or any Constituent Fund by giving a three month prior notice to the Scheme Participants.
- 11.11 11.11.1 Subject to the approval of the MPF Authority and the SFC, each Retirement Fund (other than the Smart Retirement Fund) shall be terminated on or after its Maturity Date unless it is terminated prior thereto under Clause 11.6, and each Retirement Fund will be closed on the Maturity Date in accordance with Clause 11.12. In addition, during the Subscription Closure Period of a Retirement Fund, no new contribution may be invested in, and no Unit of other Constituent Fund may be switched into, such Retirement Fund.
  - 11.11.2 If the Trustee receives a request prior to the Subscription Closure Period for subscription for the Units of a Retirement Fund (whether for the purpose of investing contribution monies or implementing a Contribution Investment Instruction or Fund Switching Instruction), the Trustee will use its reasonable endeavours to implement such subscription prior to the Subscription Closure Period. If the subscription cannot be implemented prior to the Subscription Closure Period, the subscription monies will be used to invest in the Smart Retirement Fund.
  - 11.11.3 (i) If the Trustee receives a request to subscribe for Units of a Retirement Fund during its Subscription Closure Period (whether for the purpose of investing contribution monies or implementing a Contribution Investment Instruction or Fund Switching Instruction), the subscription monies will be used to invest in the Smart Retirement Fund.
    - (ii) If the Trustee receives a request to subscribe for Units of a Retirement Fund after its Maturity Date for the purpose of investing contribution

monies (other than in the course of implementing a new Contribution Investment Instruction or a Fund Switching Instruction), the subscription monies will be used to invest in the Smart Retirement Fund.

11.12 On the Maturity Date of a Retirement Fund,

- (i) any and all Units of such Retirement Fund standing to the credit of the Contribution Account or Personal Account of each Member, as at the Maturity Date shall, unless the Member otherwise instructs in accordance with Clause 11.13, be automatically redeemed by the Trustee and subject to Clause 11.12 (iii) below, the redemption proceeds shall be applied by the Trustee to invest in and subscribe for Units of the Smart Retirement Fund. The Trustee shall effect all such redemptions and subscriptions as at the Maturity Date;
- (ii) for the purpose of redemption of Units of such Retirement Fund and investing the redemption proceeds in the Smart Retirement Fund in Clause 11.12(i) above, notwithstanding anything to the contrary in this Deed, the Trustee may select for such redemption and investment to be satisfied by transferring in specie to the Smart Retirement Fund all investments under the Retirement Fund (or any part thereof), in which case, the following provisions shall apply:
  - (a) the Trustee shall select the investments in the Retirement Fund to be transferred in specie;
  - (b) the value of the investments in the Retirement Fund to be transferred in specie shall be calculated as at the close of the business on the Maturity Date;
  - (c) the investments in the Retirement Fund to be transferred in specie shall be valued by the Trustee in accordance with the valuation rules contained in Clause 14;
  - (d) the total redemption proceeds from the Retirement Fund shall be equal to the aggregate of (i) the value of the investments to be transferred in specie (calculated as aforesaid); and (ii) in respect of those investments which are realised by the Trustee, the net proceeds thereof;
  - (e) any and all stamp duty, registration fees and other charges payable in respect of the transfers of investment in the Retirement Fund shall be borne by the Retirement Fund;
  - (f) upon such transfers of investments, the relevant Units of the Retirement Fund held by the Member shall be deemed to have been cancelled as at the Maturity Date;
  - (g) in the absence of bad faith, the Trustee shall not be liable by reason of the selection of the investments for transfers in specie from the Retirement Fund pursuant to the provisions thereof; and

(iii) The Trustee shall make a best estimate of the amount of all fees, charges and expenses that shall be accrued to such Retirement Fund up to and including its Maturity Date and deduct it from the redemption proceeds of the Retirement Fund under Clause 11.12(i) before such proceeds are applied to invest in and subscribe for Units of the Smart Retirement Fund. The best estimate should include all trustee fees, custodian fees, management fees, all other fees and charges, and out of pocket expenses which are to be charged to the Retirement Fund.

(a) If the estimated amount deducted by the Trustee pursuant to this Clause 11.12(iii) is not sufficient to cover the final actual amount of fees payable by the Retirement Fund, the amount of shortfall shall be borne by the Trustee.

(b) If the estimated amount deducted by the Trustee under this Clause 11.12(iii) exceeds the final actual amount of fees payable by the Retirement Fund, the Trustee shall credit the residual amount to the Scheme to defray general scheme expenses.

**11.13 Submission of Contribution Investment Instruction and/or Fund Switching Instruction prior to Maturity Date:**

Prior to the maturity of a Retirement Fund, Members whose Contribution Account or Personal Account is holding Units in such Retirement Fund may submit a new Contribution Investment Instruction and/or Fund Switching Instruction to the Trustee in such a format as prescribed by the Trustee and request the Trustee to cease to invest in the Retirement Fund or switch out existing Units of the Retirement Fund by implementing the instructions before the Maturity Date of such Retirement Fund. Notwithstanding any other provisions to the contrary in this Deed:

(i) the Trustee shall use its reasonable endeavours to implement any such new Contribution Investment Instructions and/or Fund Switching Instruction on or prior to the Maturity Date of the Retirement Fund;

(ii) in effecting the Fund Switching Instruction, the Trustee shall redeem the relevant Units in the Retirement Fund standing to the credit of the Contribution Account or Personal Account of the Member concerned and shall apply such redemption proceeds to invest in the new Constituent Fund specified in the Fund Switching Instruction on the same date when Units in the Retirement Fund are redeemed PROVIDED THAT such date is a Dealing Day of the new Constituent Fund, and if not, on the Dealing Day immediately following the date on which Units in the Retirement Fund are redeemed.

**11.14 Treatment of Contribution Investment Instruction and/or Fund Switching Instruction received prior to the Maturity Date but cannot be implemented on or before the Maturity Date:**

If the new Contribution Investment Instruction submitted to the Trustee under Clause 11.13 cannot be implemented by the Trustee on or prior to the Maturity Date of a Retirement Fund, then, after the Maturity Date, any further contributions which (according to the old Contribution Investment Instruction) are intended to be invested in such Retirement Fund shall be invested in the Smart Retirement Fund, until such time the new Contribution Investment Instruction is implemented by the Trustee.

If the new Fund Switching Instruction submitted to the Trustee under Clause 11.13 cannot be implemented by the Trustee on or prior to the Maturity Date, then,

- (i) any Units of such Retirement Fund which are standing to the credit of the Contribution Account or Personal Account of each Member as at the Maturity Date shall be automatically switched to Units of the Smart Retirement Fund;
- (ii) the Trustee shall not have any further obligation to implement the new Fund Switching Instruction.

11.15 Contribution Investment Instruction and/or Fund Switching Instruction which is received after the Maturity Date:

11.15.1 Any new Fund Switching Instruction in respect of a Retirement Fund received by the Trustee after its Maturity Date shall not be accepted or implemented by the Trustee.

11.15.2 For newly enrolled members, if a Trustee receives a new Contribution Investment Instruction in respect of a Retirement Fund after its Maturity Date and this instruction contains an investment in such Retirement Fund, then any future contributions and other amounts transferred from another scheme to such Retirement Fund in respect of the Member concerned will be used to invest in accordance with the Default Investment Strategy until a new Contribution Investment Instruction is received and implemented by the Trustee. For existing Members, if the Trustee receives a new Contribution Investment Instruction in respect of a Retirement Fund after its Maturity Date, then, the new Contribution Investment Instruction will be rendered invalid and will not be implemented, in which case, the then prevailing Contribution Investment Instruction of the Member will continue to be applicable.

11.16 Redemption Request:

Notwithstanding any other provisions in this Deed, if a Trustee receives a redemption request which includes Units of a Retirement Fund that will soon reach its Maturity Date, then, insofar as the redemption of such Units is concerned,

- (i) where the redemption request is submitted in respect of Units of a Retirement Fund standing to the credit of an Individual Relevant Employee Member's Voluntary Sub-Account or Employee's Non-Regular Voluntary Sub-Account, the Trustee shall use its reasonable endeavours to process the redemption of such Units on or before the Maturity Date, provided that if the actual redemption cannot be effected on or before the Maturity Date, the redemption

of such Units will not be further processed and the Units of the relevant Retirement Fund shall be automatically switched to Units of the Smart Retirement Fund in accordance with Clause 11.12 as at the Maturity Date. The Trustee shall notify the Member concerned of the result of the redemption request;

- (ii) subject to (i) above, where the redemption request submitted is a result of the Member withdrawing his Accrued Benefits under Rules 8 to 16 or transferring his Accrued Benefits under Rule 18 or 19, the Trustee shall use its reasonable endeavours to process the redemption of such Units on or before the Maturity Date, and if the actual redemption of such Units cannot be effected on or before the Maturity Date, such Units shall be automatically switched to Units of the Smart Retirement Fund in accordance with Clause 11.12 as at the Maturity Date, and the Trustee shall continue to process the redemption request after the Maturity Date on such Unit of the Smart Retirement Fund within a reasonable timeframe.

No redemption request shall be accepted by Trustee in respect of a Retirement Fund after its Maturity Date.

#### 11.17 Failure of members to provide new Contribution Investment Instruction:

If a relevant Member whose existing Contribution Investment Instruction includes investment of future contributions in a Retirement Fund and fails to notify the Trustee of his new Contribution Investment Instruction in time to allow the Trustee to implement the instruction on or prior to the Maturity Date of such Retirement Fund, the Member shall be deemed to have elected to apply any such future contributions to invest in the Smart Retirement Fund unless such time that the new Contribution Investment Instruction is implemented by the Trustee.

- 11.18 Where a Member has given a Contribution Investment Instruction to invest in the Retirement Income Fund, that Contribution Investment Instruction shall be deemed to include an instruction to invest any amounts of dividend distribution pursuant to Clause [16A.5].

## 12. **CONSERVATIVE FUND**

### 12.1 The asset of the Conservative Fund:

- (a) may be invested only:
  - (i) by placing it on deposit in accordance with Section 11 of Schedule 1 of the General Regulation, but only for a term not exceeding 12 months; or
  - (ii) in debt securities with a remaining maturity period of 2 years or less and of a kind referred to in Section 7(2)(a) or (b) of Schedule 1 of the General Regulation; or

- (iii) in debt securities with a remaining maturity period of 1 year or less and that satisfy the minimum credit rating set by the MPF Authority, based on the credit rating of the securities as determined by a credit rating agency approved by the MPF Authority for the purposes of the General Regulation;
  - (b) must have an average portfolio remaining maturity period of not more than 90 days;
  - (c) must have a total value of Hong Kong dollar currency investments equal to the total market value of the Trust Fund, as measured by the effective currency exposure, in accordance with Section 16 of Schedule 1 of the General Regulation; and
  - (d) must operate as a unit trust, or as a unitised insurance policy issued by an authorised insurer.
- 12.2 After taking into account any losses arising from the investment of the funds comprising the Conservative Fund, all income and profits derived from the investment of those funds shall be credited to the relevant Members at least once a month.
- 12.3 Notwithstanding anything contained in this Deed, administrative expenses may be deducted from the account of a Member whose Accrued Benefits form part of the Conservative Fund only as provided by Clauses 12.4 to 12.6.
- 12.4 If the Trustee is required to pay a levy under Section 17(3) of the MPFS Ordinance, such amount as may be necessary to enable the Trustee to pay the levy may be deducted from the accounts of each Member whose Accrued Benefits form part of the Conservative Fund. The Net Asset Value of the Conservative Fund shall be reduced by the amount so deducted.
- 12.5 If the amount of income and profits derived from the investment of the funds of the Conservative Fund for a particular month exceeds the amount of interest that would be earned if those funds had been placed on deposit in a Hong Kong dollar savings account at the prescribed savings rate, an amount not exceeding the excess may be deducted from the Member's Accrued Benefits as scheme administrative expenses for that month.
- 12.6 If for a particular month no amount is deducted as administrative expenses under Clause 12.5, or the amount of administrative expenses that is deducted under Clause 12.5 is less than the amount of administrative expenses for the month, the deficiency may be deducted from the amount of any excess that may remain in respect of any of the following 12 months after deducting the administrative expenses applicable to that following month.
- 12.7 Units in the Conservative Fund shall be issued and redeemed at the Net Asset Value of such Unit.

12.8 For the avoidance of doubt, notwithstanding the foregoing, the Trustee has no obligation to ensure that the Units standing to the credit of the Contribution Account or a Personal Account will be redeemed at the price at which such Units are originally issued.

12.9 For the purposes of this Clause 12:

- (a) “authorised financial institution” means an authorised financial institution belonging to a class specified by the MPF Authority from time to time for the purposes of Section 37(8) of the General Regulation by notice published in the Gazette;
- (b) “Hong Kong dollar savings account” means a Hong Kong dollar savings account established by an authorised financial institution;
- (c) “prescribed savings rate” means the rate prescribed by the MPF Authority for the purposes of Section 37(8) of the General Regulation by notice published in a manner that the Authority considers appropriate as:
  - (i) the rate at which interest is for the time being payable in respect of a Hong Kong dollar savings account; or
  - (ii) if different authorised financial institutions pay interest on Hong Kong dollar savings accounts at different rates, the rate determined by the MPF Authority as the average of those rates.

13. **SWITCHING BETWEEN CONSTITUENT FUND AND DEFERRAL IN DEALING**

13.1 13.1.1 Subject to Clauses 13.1.2, 13.2 to 13.7A and any other limitations the Trustee may impose from time to time as set out in the Offering Document, a Member is entitled to change his Contribution Investment Instruction by submitting a new Contribution Investment Instruction to the Trustee. The Member may instruct the Trustee to cease to apply any future contributions and other amounts transferred from another scheme paid to the Member’s Contribution Account or Personal Account to the Constituent Fund(s) and/or the Default Investment Strategy in accordance with the original Contribution Investment Instruction but to apply such future contributions and other amounts transferred from another scheme to invest in one or more Constituent Funds and/or Default Investment Strategy specified in the new Contribution Investment Instruction, in which case the Trustee shall implement the instruction within thirty (30) days of the receipt of the instruction. Any new Contribution Investment Instruction given to the Trustee by a Member other than in accordance with this Clause 13 shall be regarded as invalid and may be disregarded by the Trustee and the Trustee shall not be responsible for or incur any liability therefrom.

13.1.2 Subject to the Regulation and any codes or guidelines issued by the MPF Authority from time to time, the Trustee in its sole discretion may impose any



limitation or restriction on the submission of a new Contribution Investment Instruction, including without limitation:

- (a) require that a Member must apply 100 per cent of any Accrued Benefits, future contributions and other amounts transferred from another scheme held in or paid to his Contribution Account or Personal Account to invest in only the Default Investment Strategy or one Constituent Fund selected by the Member; or
- (b) limit the manner in which a Member may apportion any Accrued Benefits, future contributions and other amounts transferred from another scheme held in or paid to his Contribution Account or Personal Account for investing in the Default Investment Strategy or different Constituent Funds.

PROVIDED ALWAYS THAT a Member shall be entitled to apply 100 per cent of the Accrued Benefits, future contributions and other amounts transferred from another scheme to invest in the Default Investment Strategy or any one Constituent Fund.

- 13.2 The Contribution Investment Instruction referred to in Clause 13.1 must be forwarded to the Trustee in such form and manner as may be prescribed from time to time by the Trustee. Subject to Clauses 13.1 and 13.6, a new Contribution Investment Instruction shall be regarded as valid and properly documented if it is duly completed and signed by the Member concerned PROVIDED THAT the Trustee may accept the instruction in such other forms (including but not limited to instruction given by telephone or electronic mail) as the Trustee may from time to time prescribe.
- 13.3 13.3.1 Subject to Clauses 13.4 to 13.7A and any other limitations as the Trustee may impose from time to time as specified in the Offering Document, a Member may submit a Fund Switching Instruction to the Trustee instructing the Trustee to redeem all or part of the Units or repay all of the Accrued Benefits in the Default Investment Strategy (with respect to the DIS CFs) and/or any Constituent Fund (referred to in this Clause 13. as the “Current Constituent Fund”) standing to the credit of the Member’s Contribution Account or Personal Account and to apply such redemption proceeds to invest in the Default Investment Strategy (with respect to the DIS CFs) and/or one or more Constituent Funds as specified in the Fund Switching Instruction (referred to in this Clause 13 as the “New Constituent Fund”) PROVIDED ALWAYS THAT Members shall have the right to transfer 100 per cent of their Accrued Benefits into the Default Investment Strategy or any one Constituent Fund. Notwithstanding that a Fund Switching Instruction has been given to the Trustee, any future contributions and other amounts transferred from another scheme paid to the Member’s Contribution Account or Personal Account after switching has been completed shall be applied to invest in the Constituent Fund and/or the Default Investment Strategy as specified in the latest Contribution Investment Instruction submitted by or on behalf of the Member.
- 13.3.2 Subject to Clauses 13.6 to 13.7A, the number of Units in the New Constituent Fund (which is not the Interest Fund) to be issued as a result of the

implementation of the instructions in the Fund Switching Instruction shall be calculated in accordance with the following formula:

$$N = \frac{P}{M}$$

where

N - is the number of Units of the New Constituent Fund to be issued, such number shall be rounded to the nearest 3 decimal places, or such other number of decimal places as the Trustee may determine from time to time.

P - is the redemption proceeds or repayment from the current Constituent Fund and shall be equal to:

- (i) if the Current Constituent Fund is not the Interest Fund, the number that is the product of the number of Units of the Current Constituent Fund to be redeemed and the Redemption Price per Unit of the Current Constituent Fund; or
- (ii) if the Current Constituent Fund is the Interest Fund, the Accrued Benefits to be switched as specified in the Fund Switching Instruction.

M - is the Issue Price per Unit of the New Constituent Fund.

If the New Constituent Fund is the Interest Fund, the redemption proceeds as determined in (i) above will be used to invest in the Interest Fund.

#### 13.3.3 Upon completion of the switching,

- (a) the Trustee shall credit the number of Units issued or the amount of money invested in the New Constituent Fund as a result of the switching to the relevant Contribution Account (with allocation to the relevant sub-accounts) or Personal Account (with allocation to the relevant sub-accounts) of the Member concerned; and
- (b) the Investment Manager shall transfer to the New Constituent Fund from the Current Constituent Fund assets or cash (determined at the sole discretion of the Investment Manager) equal to the aggregate Net Asset Value of the Units or the Accrued Benefits of the Current Constituent Fund exchanged as at the Specified Dealing Day.

13.4 The Fund Switching Instruction referred to in Clause 13.3 must be forwarded to the Trustee in such form and manner as may be prescribed from time to time by the Trustee. Subject to Clause 13.6, a Fund Switching Instruction shall be regarded as valid and properly documented if it is duly completed and signed by the Member concerned PROVIDED THAT the Trustee may accept the instruction in such other forms

(including but not limited to instruction given by telephone or electronic mail) as the Trustee may from time to time prescribe.

- 13.5 13.5.1 Within the same Financial Year, a Member shall not be entitled to submit more than the maximum number of new Contribution Investment Instructions or the maximum number of Fund Switching Instructions as specified by the Trustee in the Offering Document.
- 13.5.2 A Member shall pay a handling fee as specified in the Offering Document as may be imposed by the Trustee from time to time (subject to Section 34 of the General Regulation and any guidelines issued by the MPF Authority) upon submission of a new Contribution Investment Instruction.
- 13.5.3 For the purpose of this Clause 13.5, any new Contribution Investment Instruction or Fund Switching Instruction submitted by the Member under Clause 11.6 shall not be taken into account by the Trustee.
- 13.6 13.6.1 (a) The Trustee shall implement any Contribution Investment Instruction or instructions specified in a Fund Switching Instruction given in accordance with Clause 13.3 within thirty (30) days of the receipt of the Instruction.
- (b) If dealing in either the Current Constituent Fund or the New Constituent Fund is suspended, the Trustee shall not be obliged to implement any or all of the instructions specified in the Fund Switching Instruction until the suspension shall have terminated, whereupon all the above instructions received by the Trustee, but not dealt with prior to such suspension shall remain valid and will be dealt with after the period of suspension. .
- (c) In respect of the Contribution Investment Instruction submitted by the Member, if the dealing in the New Constituent Fund is suspended, units of the New Constituent Fund (other than the Interest Fund) shall not be issued and Subscription Money shall not be invested in the New Constituent Fund until such suspension is terminated. The Trustee shall retain the future contributions received during the period of suspension in an interest-bearing account pending the resumption of dealing in the New Contribution Fund. Any interest generated therefrom shall belong to the Scheme and the Trustee may at any time apply any such interest to defray any costs/expenses under Clause 19.6 of this Deed as determined by the Trustee at its sole discretion.
- 13.6.2 If dealing in the New Constituent Fund is suspended only after Units or Accrued Benefits in the Current Constituent Fund are redeemed, the Trustee shall retain the redemption proceeds in an interest bearing account pending the resumption of dealing in the New Constituent Fund. Any interest generated from the redemption proceeds shall belong to the Scheme and the Trustee may at any time apply any such interest to defray any costs/expenses under Clause 19.6 as determined by the Trustee in its sole discretion.

- 13.7 The Trustee shall have the discretion to limit the total number of Units or amount of Accrued Benefits in a Constituent Fund to be redeemed on any Dealing Day to 10 per cent of the total number of Units in issue or the total amount of benefits accrued in the Constituent Fund (disregarding the number of Units to be issued or the amount of Subscription Money to be made to the Constituent Fund on the same Dealing Day). This limitation shall apply pro-rata to all redemption requests to be effected on such Dealing Day. Any Units or Accrued Benefits which, by virtue of the application of this Clause 13.7 are not redeemed or repaid shall be redeemed or repaid (subject to any further application of this Clause 13.7) on the immediately following Dealing Day.
- 13.7A Without prejudice to the requirements from time to time of the MPFS Ordinance and the General Regulation, the format of Contribution Investment Instruction or Fund Switching Instruction or other investment instructions shall be as specified by the Trustee and investment instructions given thereunder shall be subject to such terms, conditions and restrictions as may be determined by the Trustee and disclosed to Members (including but not limited to in the relevant specified form and/or the Offering Document), including without limitation the number of Constituent Funds into which a Contribution Investment Instruction or Fund Switching Instruction or other investment instructions may direct investment, any restriction on selecting one or more Constituent Funds where the Default Investment Strategy is applicable, the minimum amount or percentage of Contributions that may be invested in each Constituent Fund, the Default Investment Strategy or otherwise.
- 13.8 Any investment instruction or fund switching instruction which is not given in a format of Contribution Investment Instruction or Fund Switching Instruction and/or such other manner as prescribed in this Clause 13 shall be invalid (including without limitation in the circumstances where the Contribution Investment Instruction or Fund Switching Instruction given by the Member in the prescribed form are invalid in accordance with Clauses 13.4 to 13.7A) and may be disregarded by the Trustee without incurring any liability on the part of the Trustee. Without prejudice to the aforesaid, the Trustee may accept Contribution Investment Instructions and Fund Switching Instructions given in such other format or manner as the Trustee may consider appropriate.
- 13.9 A Member shall be regarded to have given a specific investment instruction for his Accrued Benefits, future contributions and amounts transferred from another scheme (or the relevant percentage thereof) (as applicable), if such Member has given a valid Contribution Investment Instruction and/or a valid Fund Switching Instruction in accordance with this Clause 13. For the avoidance of doubt, if a Contribution Investment Instruction given by a Member is regarded as invalid in accordance with Clause 13.8, such Member shall be regarded to have not given a specific investment instruction (including where the Contribution Investment Instruction given is regarded as invalid) for his Accrued Benefits, future contributions and other amounts transferred from another scheme (or the relevant percentage thereof) (as applicable). Any valid Fund Switching Instruction received by the Trustee will be regarded as the rebalancing of the accrued benefits as at the execution of such Fund Switching Instruction.
- 13.10 Subject to Rule 3.3, Section 34DC and Section 34DB(3) and Section 34DB(4) of the MPFS Ordinance, unless a Member has given specific investment instructions, the

Accrued Benefits and future contributions and other amounts transferred from another scheme (or the relevant percentage thereof) in respect of such Member shall be invested according to the Default Investment Strategy. For the avoidance of doubt, subject to Rule 3.3, Section 34DC, Section 34DB(3) and Section 34DB(4) of the MPFS Ordinance, a Member who has failed to give any specific investment instructions or the specific investment instructions given are regarded as invalid in accordance with Clause 13.8, the Accrued Benefits and future contributions and other amounts transferred from another scheme (or the relevant percentage thereof) in respect of such Member's account shall be invested according to the Default Investment Strategy.

**14. VALUATION AND PRICING**

- 14.1 14.1.1 The Trustee shall ascertain the Net Asset Value of a Unit of each Constituent Fund for each Dealing Day in accordance with a policy established between the Investment Manager and the Trustee.
- 14.1.2 Until such time as the Investment Manager and Trustee shall otherwise determine, the Net Asset Value of a Unit of each Constituent Fund shall be determined for each Dealing Day as specified in the Offering Document (except when the determination of prices has been suspended pursuant to Clause 17).
- 14.1.3 The Interest Fund shall be valued on a monthly basis. Interests calculated by the Trustee based on the Declared Rate of Return shall be credited to the Interest Fund at the end of each month.
- 14.2 In respect of a Constituent Fund other than the Interest Fund,
- (a) if on any Dealing Day, the Trustee proposes to issue any Units pursuant to Clause 15, it shall ascertain the Issue Price of a Unit of the relevant Constituent Fund in accordance with the provisions in Clause 15 and this Clause 14,
  - (b) if on any Dealing Day, the Trustee proposes to redeem Units of a Constituent Fund pursuant to Clause 16, it shall ascertain the Redemption Price of a Unit of the relevant Constituent Fund in accordance with the provisions in Clauses 16 and this Clause 14.
- 14.3 The Net Asset Value per Unit, Issue Price and Redemption Price of a Unit of any Constituent Fund (other than the Interest Fund) on each Dealing Day shall be calculated by the Trustee in accordance with this Deed.
- 14.4 The Net Asset Value of a Constituent Fund shall be calculated by valuing the assets of such Constituent Fund and deducting the liabilities attributable to such Constituent Fund in accordance with this Clause 14. In calculating the Net Asset Value of a Constituent Fund for any Dealing Day (or Valuation Day for the Interest Fund),
- (i) any application money received in respect of the Constituent Fund on that Dealing Day shall not be included notwithstanding that such money is received in cleared funds; and

- (ii) no deduction shall be made in respect of any redemption from the Constituent Fund on that Dealing Day.

For a Constituent Fund other than the Interest Fund, in order to determine the Net Asset Value of a Unit, the Net Asset Value of the assets of such Constituent Fund shall be divided by the number of Units of that Constituent Fund in issue immediately prior to the relevant Dealing Day for such Constituent Fund.

14.5 A Constituent Fund shall be entitled to retain any amount corresponding to the rounding up or down as a result of determining the redemption proceeds or repayment amount, the Issue Price, the Redemption Price or the number of Units to be issued or redeemed (as the case may be) in respect of the Constituent Fund.

14.6 The value of the assets comprised in each Constituent Fund shall be calculated on the following basis:

14.6.1 in the case of any investment which is a unit or share in an open ended Collective Investment Scheme, the value thereof shall be calculated by reference to the net asset value per share or unit quoted at the relevant time by the managers of the relevant Collective Investment Scheme (or if more than one price is quoted, the bid price);

14.6.2 the value of any investment other than an investment referred to in Clause 14.6.1 which is quoted, listed or dealt in on a stock exchange or market shall be the last available traded quoted price of the relevant investment as at the close of business in the relevant stock exchange or market at or immediately preceding the valuation time which is the close of business in the last market to close of all relevant stock exchanges or markets on each day of valuation or such other times on a day of valuation as the Investment Manager may from time to time select;

14.6.3 the value of any investment which is not for the time being quoted or dealt on any market or in respect of which for any other reason market dealing prices on a market may not be available at any relevant time or the prevailing price of which is not considered to be fair by the Trustee shall be determined by a professional (including the Investment Manager) approved by the Trustee as qualified to value the relevant investment on a regular basis;

14.6.4 any current or fixed deposits shall be valued at face value;

14.6.5 interest, discount and similar income and returns shall be deemed to accrue from day to day;

14.6.6 dividends shall be deemed to be received on the date on which the relevant investment is first quoted ex the dividend payment in question;

14.6.7 the value of any accounts receivable, prepaid expenses, cash dividends and interest declared or accrued and receivable but not yet received shall be deemed to be the full amount thereof unless the Trustee shall determine that less than the

full amount is likely to be received. In such case, the Trustee shall determine the reasonable value thereof;

14.6.8 the value of any futures contract shall be:

- (i) in the case of a futures contract expressed as being for the sale of the subject matter thereof, the positive or negative amount produced by applying the following formula:

$$a-(b+c)$$

- (ii) in the case of a futures contract expressed as being for the purchase of the subject matter thereof, the positive or negative amount produced by applying the following formula:

$$b-(a+c)$$

where

- a = the contract value of the relevant futures contract ("the relevant contract")
- b = the amount determined by the Trustee to be the contract value of such futures contract as would be required to be entered into by the Investment Manager on behalf of the Constituent Fund in order to close the relevant contract, such determination to be based on the latest available price or (if bid and offered quotations are made) the latest available middle market quotation on the market in which the relevant contract was entered into by the Investment Manager; and
- c = the amount expended out of the relevant Constituent Fund in entering into the relevant contract, including the amount of all stamp duties, commissions and other expenses but excluding any deposit or margin provided in connection therewith.

14.6.9 there shall be taken into account the sum (or the Trustee's estimate of the sum) as will fall to be paid or reclaimed in respect of taxation related to the income of the relevant Constituent Fund and all transactions effected prior to the relevant Dealing Day;

14.6.10 where investments have been agreed to be purchased or sold but such purchase or sale has not been completed, such investments shall be included (in the case of purchase) or excluded (in the case of sale) and the gross purchase or net sale consideration excluded or included (as the case may require) as if such purchase or sale had been duly completed, and regard shall be had to the effect of any call option written and outstanding in respect of any investment held for account of the Constituent Fund and any matching call option the benefit of which is held for the account of the Constituent Fund in respect of the same investment;

14.6.11 subject to Clauses 12.5 and 12.6 in respect of the Conservative Fund and subject to Clause 19.9 in respect of the DIS Funds, there shall be deducted from the gross asset value of each Constituent Fund the following amount (or a due proportion determined by the Trustee of such amount):

- (i) all liabilities attributable to the Constituent Fund including any taxation related to the income of a Constituent Fund and in respect of all transactions effected prior to the relevant Dealing Day and any other fiscal charges for which the Constituent Fund may be liable in any country and any contingent or unascertained liabilities for which the Trustee shall consider it prudent to provide and the extent of such provision shall be determined by the Trustee and in determining the amount of liabilities the Trustee may calculate the same on an estimated figure for a yearly or other period in advance and accrue the same in equal proportions over any such period;
- (ii) expenses of the Scheme calculated and accruing on a daily basis including (without limitations) the following:
  - (a) the fees, expenses and liabilities of the Trustee attributable to the Trust;
  - (b) the Trustee and Administration Fee, the Investment Management Fee and the fees and expenses of the Auditors, the custodian, sub-custodian, nominee, agent or adviser of the Trustee;
  - (c) legal and other professional fees and expenses attributable to the Trust;
  - (d) the fees and expenses incurred in connection with valuation;
  - (e) any fiscal charges, dealing costs, transaction costs, governmental fees and charges including, without limitation, stamp and other duties;
  - (f) the costs of preparing and amending this Deed and the cost involved in informing Scheme Participants about the amendments;
  - (g) the costs incurred in computing taxation or in claiming, reclaiming or contesting any tax liabilities relief or exemption;
  - (h) the costs of preparing the Trust documentations, their amendments and any costs, fees and expenses incurred in registering the Trust with any authority in any jurisdiction and any fees and charges payable to the MPF Authority and the SFC under the MPFS Ordinance or the General Regulation, any codes



or guidelines issued thereof and the costs and expenses incurred in effecting and maintaining adequate insurance for the Scheme as required under the MPFS Ordinance and the General Regulation;

- (i) any other amounts payable out of the Trust Fund pursuant to any provision of this Deed or by law accrued but not paid and any amount which the Trustee shall consider it necessary to provide to defray any contingent liabilities of any liabilities the amount of which is for the time being unascertained;

PROVIDED THAT the Trustee shall have the discretion to amortise the fees, charges and expenses set out in Clauses 14.6.11(i) and (ii) over such period as the Trustee shall think fit.

- (iii) fees, expenses and liabilities of the Trustee for the period since the last payment thereof;
- (iv) the aggregate amount for the time being outstanding of any borrowings together with the amount of any interest and expenses thereon accrued or accruing on the relevant Dealing Day but remaining unpaid. For this purpose interest includes all fees, charges and expenses incurred directly in effecting, maintaining and discharging such borrowing and interest payable by the Trust shall be deemed to accrue from day to day.

14.6.12 amounts expressed in currencies other than in Hong Kong dollars shall be converted into Hong Kong dollars at such prevailing rates of exchange as the Trustee shall consider appropriate.

14.6.13 notwithstanding the foregoing, the Trustee may make such adjustments as it thinks appropriate to take account of any other assets or liabilities attributable to the relevant Constituent Fund not otherwise reflected in a valuation.

14.7 The Trustee shall decide conclusively:

14.7.1 the period to which any income, expenses or liabilities are to be attributed (and, in particular, but without prejudice to the generality of the foregoing, where the annual accounts are to be made up to a date which is not a Dealing Day (or Valuation Day for the Interest Fund), the Trustee may in its absolute discretion decide whether income and expenses accruing between the last Dealing Day (or Valuation Day for the Interest Fund) in the relevant Financial Year and the last day of such Financial Year are to be taken into account in such Financial Year or carried forward to the next Financial Year); and

14.7.2 how any taxation to which the Trust or any Sub-Scheme is or may be subject is to be treated.

14.8 Without prejudice to the generality of the foregoing, the Trustee may, subject to any restrictions in the MPFS Ordinance and other applicable law and regulations, assess

and impose such surcharges (if any) in respect of new investments acquired for the account of any Constituent Fund and such deductions (if any) in respect of disposals of investments as shall in the estimation of the Trustee be appropriate in order to compensate for the difference between the prices at which investments are to be valued in accordance with the provisions of this Deed and the total cost of acquiring investments for such Constituent Fund or the net proceeds of disposing of investment, as the case may be, and for any other relevant expenses.

- 14.9 For the purpose of ascertaining available prices, the Trustee shall be entitled to use and rely upon any recognized mechanised (including electronic) system of valuation dissemination which provides a daily or more frequent valuation service and reference in this Deed to the valuation of investments on a particular day or at a particular time shall, if such a system of valuation dissemination is used by the Trustee, mean the latest such valuation, taken at a time or times selected by the system for the purpose, available on or before the day on which or time as at which such valuation is required.
- 14.10 Any commission, remuneration or other sum payable by the Investment Manager (or if no Investment Manager is appointed, by the Trustee) to any agent or other person in respect of the issue or redemption of any Unit shall not be paid out of the Trust Fund.
- 14.11 Separate books of accounts and records shall be kept for each Constituent Fund. The investment made in a Constituent Fund shall be applied in the books of the Constituent Fund and the assets, liabilities, income and expenditure attributable thereto shall be applied to such Constituent Fund.
- 14.12 In respect of a Constituent Fund other than the Interest Fund, if there is an error in the determination of the Issue Price or Redemption Price of a Unit, the error should be corrected as soon as possible and any necessary action should be taken to avoid further error. If the error results in an incorrect price of a Unit of 0.5 per cent or more of the Constituent Fund's Net Asset Value per Unit, the Trustee shall forthwith inform the MPF Authority. In such a case, Scheme Participants who suffer financial loss as a result of the error shall be compensated as follows, unless determined otherwise by the Trustee with the approval of the MPF Authority:
- (a) where total loss to each individual Scheme Participant (either purchasing or redeeming for the relevant accounts of the Scheme Participant) is more than HK\$100.00 or such lesser amount as the Trustee may decide, Scheme Participant should be compensated in such manner as the Trustee should determine; and
  - (b) where the loss is to the Trustee or other Service Providers, no compensation should be paid.
- 14.13 The Trustee shall arrange for the latest available Unit price(s) of the Unit of any Constituent Fund (other than the Interest Fund) to be published at least once a month in at least one leading English language and one leading Chinese language daily newspaper in Hong Kong approved by the MPF Authority unless a waiver has been obtained from the MPF Authority.

- 14.14 Subject to the approval of the MPF Authority, the Trustee may change the valuation and pricing methodology as provided in this Clause 14 by giving a one month prior notice to the Scheme Participants.

15. **INVESTMENT IN THE CONSTITUENT FUNDS AND ISSUE OF UNITS**

- 15.1 The Trustee shall issue the relevant number of Units in each of the Constituent Funds (other than the Interest Fund) in accordance with this Clause 15 for the amount of Subscription Money received by the Scheme in respect of a Member. The Units of a Constituent Fund (other than the Interest Fund) may only be issued on a Dealing Day.
- 15.2 No investment of the Subscription Money of any Constituent Fund can be made until the conclusion of the first issue of Units at the Issue Price. Units of any Constituent Fund of the Scheme (other than the Interest Fund) shall first be issued at HK\$10.00 unless otherwise determined by the Trustee subject to the prior approval of the MPF Authority before the first issue of such Units.
- 15.3 The Constituent Fund shall be comprised of Investments, cash and other property held or received by or on behalf of the Trustee for the account of such Constituent Fund, arising from proceeds of Units issued (or investment made in the Constituent Fund if it is the Interest Fund) after making any relevant deduction or provision for the Offer Spread.
- 15.4 Subject to Clause 15.2 and the provisions in the MPFS Ordinance and the General Regulation, the Issue Price per Unit of a Constituent Fund on a Dealing Day other than the Interest Fund shall be the Net Asset Value per Unit on that Dealing Day.

PROVIDED ALWAYS that:

- (i) the Issue Price should be rounded to the nearest 3 decimal places or such other number of decimal places as the Trustee shall determine from time to time;
  - (ii) the number of Units issued shall be the number obtained when the Subscription Money is divided by the Issue Price of the Unit of the Constituent Fund in which the Subscription Money shall invest, such a number to be rounded to the nearest 3 decimal places or such other number of decimal places as the Trustee shall determine from time to time and any smaller fraction of a Unit shall be retained for the benefit of the Constituent Fund; and
  - (iii) no Unit of any Constituent Fund shall be issued at a price higher than the Issue Price of the Unit of the Constituent Fund on the relevant Dealing Day.
- 15.5 Units of a Constituent Fund (other than the Interest Fund) shall not be issued and Subscription Money (to be invested in the Interest Fund) shall not be invested in the Constituent Fund during any period when the determination of the Net Asset Value of the relevant Constituent Fund is suspended pursuant to Clause 17.

15.6 15.6.1 If an application for

- (i) the issue of Units of a Constituent Fund (other than the Interest Fund); or
- (ii) participation in the Interest Fund,

is received on a Business Day, the Trustee shall issue the Units or make the respective investments (as the case may be) in accordance with the requirement of the General Regulation.

15.6.2 For the avoidance of doubt, any application shall not be considered to have been received by the Trustee unless the Remittance Statement, the Subscription Money (in cleared funds) accompanying the application and the proper instruction are received by the Trustee.

15.6.3 If the Subscription Money in full in cleared funds shall not have been received within seven Business Days following the Dealing Day on which the relevant Units were issued, the Trustee may (without prejudice to any claim in respect of the failure of the applicant to make payment when due) in any event cancel the issue of the relevant Units. Upon such cancellation, (i) the relevant Units shall be deemed never to have been issued and the applicant therefor shall have no right to claim in respect thereof against the Trustee or the Trust Fund, PROVIDED THAT no previous valuations of the Trust Fund shall be re-opened or invalidated as a result of the cancellation of such Units; and (ii) any appreciation or depreciation in the value of the Units cancelled shall be taken up by the relevant Constituent Fund.

15.6.4 Notwithstanding the above, the Trustee shall retain the discretion to acquire and issue to the Member the relevant number of Units under the Constituent Fund (or to acquire investment made in the Constituent Fund if it is the Interest Fund) upon the receipt of application notwithstanding that the Subscription Monies are received in the form of investment, the value of which shall be determined by the Trustee on a similar basis as those set out in Clause 14.6 provided that the Trustee shall have the right to deduct therefrom any expense connected with the valuation of such investments as the Trustee think fit and shall continue to observe the relevant statement of investment policy of the corresponding Constituent Fund and the investment restrictions contained in Part V and Schedule 1 of the General Regulation (or as amended from time to time) upon the receipt of the said investment. The notional proceeds of the said investments calculated above shall be used to calculate the number of units to be issued (or value of the investment acquired for the Member in the case of Interest Fund).

15.7 Subject to the approval of the MPF Authority, the Trustee may change the methodology of determining the Issue Price as provided in this Clause 15 by giving one month prior notice to the Scheme Participants.

16. **REDEMPTION AND REPAYMENT FROM THE CONSTITUENT FUNDS**

16.1 Subject to the provisions of the MPFS Ordinance, the General Regulation and the provisions of this Deed, the Trustee shall have the discretion to redeem Units or repay Accrued Benefits (as the case may be) standing to the credit of the relevant Contribution Account and/or Personal Account including any sub-accounts therein in order to facilitate Member's withdrawal of benefits or request for Fund switching. In the case of any Member's withdrawal of Accrued Benefits by instalments under the Rules, redemption shall be effected only in respect of each instalment payment upon withdrawal of such instalment, with no change to the investment allocation of any remaining Accrued Benefits for the avoidance of doubt. Before exercising such redemption, it shall be the duty of the Trustee, in consultation with the Investment Manager to ensure that the relevant Constituent Fund has (or will have upon the completion of the sale of Investments agreed to be sold) cash sufficient to pay the amount payable upon the redemption or repayment.

16.2 16.2.1 Subject to the provisions in the MPFS Ordinance and the General Regulation and in respect of a Constituent Fund other than the Interest Fund and the Stable Fund, the Redemption Price per Unit on a Dealing Day shall be the Net Asset Value per Unit on that Dealing Day.

PROVIDED ALWAYS that:

- (i) the Redemption Price should be rounded to the nearest 3 decimal places or such other number of decimal places as the Trustee shall determine from time to time;
- (ii) the total redemption proceeds shall be the Redemption Price multiplied by the number of Units redeemed, such proceeds to be rounded to the nearest 2 decimal places or such other number of decimal places as the Trustee shall determine from time to time;
- (iii) no Unit of a Constituent Fund shall be redeemed at a price lower than the Redemption Price of the Unit of the Constituent Fund on the relevant Dealing Day.

16.2.2 In respect of redemption of Units in the Stable Fund under the relevant account/sub-account,

- (i) Non-Qualifying Units shall be redeemed first before any Qualifying Units are redeemed;
- (ii) if Non-Qualifying Units are redeemed, the total redemption proceeds shall be equal to the amount calculated in Clause 16.2.1 above;
- (iii) if Qualifying Units are redeemed other than upon the occurrence of the Pre-determined Events or under Rule 12A, the total redemption proceeds shall be equal to the amount calculated in Clause 16.2.1 above and the account balance in the Notional Guaranteed Account shall be reduced in accordance with the Partial Redemption Rule;

- (iv) if Units which satisfy the Qualifying Conditions are redeemed upon the occurrence of a Pre-determined Event by way of a lump sum benefit payment (other than by instalments) or under Rule 12A, the total redemption proceeds shall be the greater of:

- (a) the amount calculated in Clause 16.2.1 above; or
- (b) the account balance in the Notional Guaranteed Account,

under the relevant account/sub-account and thereafter the Notional Guarantee Account thereof shall be re-set to zero.

16.2.3 In respect of the Interest Fund,

- (i) the amount of interest accrued and credited to the Interest Fund in respect of any contributions invested in it shall be calculated on a monthly basis based on minimum daily balance. The amount of interest accrued and credited at the end of each calendar month shall be determined by the Trustee based on the Declared Rate of Return of that month.
- (ii) if any monies are withdrawn from the Interest Fund, the amount of interest accrued to the monies withdrawn shall be determined by the Trustee in its sole discretion and be calculated from the first calendar day of the relevant month to the day of withdrawal.

16.3 Where redemption is to be effected pursuant to this Clause 16, the Investment Manager (or if no Investment Manager is appointed, the Trustee) shall proceed to effect any sales necessary to provide the cash required to pay the redemption proceeds. The Trustee shall then pay the redemption proceeds to the Member or such other relevant person pursuant to the relevant Rules or apply the redemption proceeds in accordance with the provisions of this Deed. The Trustee may retain any redemption proceeds pending such payment or application in an interest bearing account. Any interest generated from the redemption proceeds shall belong to the Scheme and the Trustee may at any time apply any such interests to defray any costs/expenses under Clause 19.6 as determined by the Trustee in its sole discretion.

16.4 Units of a Constituent Fund (other than the Interest Fund) and Accrued Benefits in the Interest Fund shall not be redeemed during any period when the determination of the Net Asset Value of the relevant Constituent Fund is suspended pursuant to Clause 17.

16.5 The Trustee shall have the discretion to limit the total number of Units or amount of Accrued Benefits of a Constituent Fund to be redeemed or repaid on any Dealing Day to 10 per cent of the total number of Units in issue or the total amount of benefits accrued in the Constituent Fund (disregarding the number of Units to be issued or the amount of Subscription Money to be credited to the Constituent Fund on such Dealing Day). This limitation shall apply pro-rata to all cases where redemption of Units or

repayment of Accrued Benefits are required to be effected on the same Dealing Day pursuant to the provisions of this Deed. Any Units or Accrued Benefits which, by virtue of the application of this Clause 16, fail to be redeemed or repaid shall be redeemed or repaid (subject to any further application of this Clause 16) on the immediately following Dealing Day.

- 16.6 For the purpose of this Clause 16, if a request for redemption of Units of a Constituent Fund (other than the Interest Fund) or a request for withdrawal of benefits from the Interest Fund is received on a Business Day, then the Trustee shall effect the redemption within thirty (30) days of the receipt of the request or in the case of withdrawal of Accrued Benefits by TVC Member or SEP Member or Personal Account Member under rule 16.1 of the Rules, effect the redemption no later than thirty (30) days from the date of receipt of the relevant notices or from the expiry date of such notices.
- 16.7 Subject to the approval of the MPF Authority, the Trustee may change the methodology of determining the Redemption Price as provided in this Clause 16 by giving one month prior notice to the Scheme Participants.

#### **16A. DISTRIBUTION OF DIVIDENDS**

- 16A.1 This Clause 16A applies to the Retirement Income Fund.
- 16A.2 On each Dividend Declared Date, the Trustee shall determine distribution of dividend (if any) to be distributed in respect of Units of the Retirement Income Fund held by a Member on the relevant Record Date. For the avoidance of doubt, for the purposes of entitlement to distribution, any Units of the Retirement Income Fund which are redeemed or switched to other Constituent Funds on such Record Date shall be excluded.
- 16A.3 The amount of dividend to be distributed per Unit of the Retirement Income Fund shall be such amount as the Trustee determines, not exceeding the Net Asset Value of the Retirement Income Fund. The amount of dividend may be chargeable to income or capital (or partly one and partly the other). Such amount shall be excluded from the Net Asset Value of the Retirement Income Fund on the Ex-dividend Date.
- 16A.4 The amount of dividend shall be allocated to a Member's account or sub-account within such period as disclosed in the Offering Document and rounded in such manner determined by the Trustee as it considers appropriate, and in the event of such determination, the amount corresponding to such rounding (if any) will accrue to the Retirement Income Fund.
- 16A.5 Any dividend allocated pursuant to this Clause 16A shall be applied to subscribe for Units in the Retirement Income Fund or participate in the Interest Fund in such manner as disclosed in the Offering Document or be made or applied in such other manner as the Trustee considers appropriate.
- 16A.6 Prior to implementing Clause 16A.5, the Trustee may determine to retain

cleared funds of dividends in an interest-bearing account and any interest generated therefrom shall belong to the Scheme and the Trustee may at any time apply any such interest to defray any costs/expenses under Clause 19.6 of the Trust Deed as determined by the Trustee.

17. **SUSPENSION OF VALUATION AND PRICING**

17.1 The Trustee may in consultation with the Investment Manager, and having regard to the interests of the Scheme Participants, declare a suspension of the dealing of the Units or Accrued Benefits of any Constituent Fund and the determination of the Net Asset Value of any Constituent Fund for the whole or any part of any period during which:

- (a) there is a closure of or the restriction or suspension of trading on any securities market on which a substantial part of the Investments of any Constituent Fund is normally traded or a breakdown in any of the means normally employed by the Investment Manager (or if no Investment Manager is appointed, the Trustee) in ascertaining the prices of Investments;
- (b) for any other reason, the prices of investments held or contracted for/ by the Trustee for the account of the Constituent Fund cannot, in the opinion of the Trustee in consultation with the Investment Manager, reasonably be ascertained;
- (c) circumstances exist as a result of which, in the opinion of the Investment Manager (or if no Investment Manager is appointed, the Trustee), it is not reasonably practicable or is prejudicial to the interests of the Members to realise any Investments held or contracted for the account of any Constituent Fund; or
- (d) the remittance or repatriation of funds which will or may be involved in the realisation of, or in the payment for, the Investments of the Constituent Fund or the subscription or redemption of any Unit of the Constituent Fund is delayed or cannot, in the opinion of the Trustee, in consultation of the Investment Manager, be carried out promptly at normal rates of exchange, PROVIDED THAT the suspension shall not cause the Trustee to be unable to comply with its obligations under the MPFS Ordinance and any rules, guidelines, codes or regulations made thereunder.

The Trustee may also, as a result of any restructuring of the Scheme under Clause 7.12 and where reasonably practicable, declare a suspension of the dealing of the Units or Accrued Benefits of any Constituent Fund and the determination of the Net Asset Value of any Constituent Fund and/or suspend the processing of contributions or transfer in or out requests, fund switching, enrolment or participation applications, or payment of accrued benefits, from or in respect of employers and members who are subject to such restructuring and for such period or periods as the Trustee, in its opinion, considers appropriate and to the best interest of members.

17.2 The suspension referred to in Clause 17.1 shall take effect forthwith upon the declaration thereof and thereafter there shall be no dealing and no determination of the Net Asset Value until the Trustee, in consultation of the Investment Manager, shall



declare the suspension at an end, except that the suspension shall terminate in any event on the day following the first Business Day on which:

- (a) the condition giving rise to the suspension shall have ceased to exist; and
- (b) no other condition under which suspension is authorised hereunder shall exist.

- 17.3 Whenever the Trustee shall declare a suspension of the dealing and the determination of the Net Asset Value of any Constituent Fund hereunder, the Trustee must notify the MPF Authority as soon as practicable after any such declaration and shall publish immediately following such declaration and at least once a month during the period of such suspension, a notice in all the newspapers in which the Issue Price and the Redemption Price of the Constituent Fund are normally published.

18. **WINDING-UP**

The Scheme may be wound up only by the Court on application made by the MPF Authority in accordance with Section 34A of the MPFS Ordinance. The winding up of the Scheme must be conducted in accordance with the winding up rules made in accordance with Section 34A(7) of the MPFS Ordinance.

19. **FEES AND CHARGES**

- 19.1 Subject to Clauses 12.5 and 12.6 in respect of the Conservative Fund and subject to Clause 19.9 in respect of the DIS Funds, as remuneration for its services as Trustee of the Scheme, the Trustee shall be paid monthly in arrears a Trustee and Administration Fee at the rates as specified in the Offering Document within fourteen (14) days of the end of each month out of the assets of the Trust Fund. The Trustee and Administration Fee may also be changed by giving a three month notice in writing to the SEP Members, the Personal Account Members, the Individual Relevant Employee Members, the TVC Members and to the Employers who shall forward such notice to the Employee Members of their relevant Sub-Schemes PROVIDED THAT the Trustee and Administration Fee shall not exceed the maximum level as specified in the Offering Document.

Notwithstanding that the remuneration to the Trustee shall be payable monthly in arrears, the calculation of such remuneration shall be accrued on each Dealing Day. The fee shall be pro-rated if the Trustee commences or ceases to act as the Trustee between two Dealing Days PROVIDED THAT the two Dealing Days are not consecutive days. The Trustee shall not be entitled to any interest or other benefit in respect of any part of the fee accrued but not yet paid.

Subject to the approval of the MPF Authority if required, the Trustee may change the Trustee and Administration Fee provided in the Offering Document by giving three (3) months notice in writing to the SEP Members, the Personal Account Members, the Individual Relevant Employee Members, the TVC Members and to the Employer who shall forward such notice to the Employee Members of their relevant Sub-Scheme.

- 19.2 Subject to Clauses 12.5 and 12.6 in respect of the Conservative Fund and subject to Clause 19.9 in respect of the DIS Funds, any Investment Manager appointed by the Trustee shall be paid monthly in arrears an Investment Management Fee at the rates set

out in the Offering Document within fourteen (14) days of the end of each month as remuneration for providing investment management services out of the assets of the Trust Fund. The Investment Management Fee may also be changed by giving a three month notice in writing to the SEP Members, the Personal Account Members, the Individual Relevant Employee Members, the TVC Members and to the Employers who shall forward such notice to the Employee Members of their relevant Sub-Schemes PROVIDED THAT the Investment Management Fee shall not exceed the maximum level as specified in the Offering Document.

Depending on the investment strategies of any new Constituent Funds established on or after the date of this Deed, assets of the relevant Constituent Fund (other than the DIS Funds) may be invested in APIF for which annual performance fees may be levied, in which case, the charging mechanism shall be disclosed in the Offering Document. In any event, the annual performance fee of each underlying APIF will not exceed twenty (20) per cent of the excess return on a high on high basis PROVIDED THAT any increase above the maximum shall be approved by the MPF Authority. Any increase of the current level of the performance fees shall take effect by giving a three month notice in writing to the SEP Members, the Personal Account Members, the Individual Relevant Employee Members, the TVC Members and to the Employers who shall forward such notice to the Employee Members of their relevant Sub-Scheme.

Notwithstanding that the foregoing fees shall be calculated and accrued on each Dealing Day, the Investment Management Fee shall be payable to the Investment Manager monthly in arrears; whereas performance fee shall be payable annually. The Investment Management Fee and performance fee shall be pro-rated if the Investment Manager commence or cease to act as the Investment Manager between two Dealing Days PROVIDED THAT the two Dealing Days are not consecutive days. The Investment Manager shall not be entitled to any interest or other benefit in respect of any part of the fee accrued but not yet paid.

Subject to the approval of the MPF Authority if required, the Trustee may change the Investment Management Fee provided in the Offering Document by giving three (3) months notice in writing to the SEP Members, the Personal Account Members, the Individual Relevant Employee Members, the TVC Members and to the Employer who shall forward such notice to the Employee Members of their relevant Sub-Scheme.

- 19.3 The Trustee shall, out of the remuneration payable to it pursuant to Clause 19.1, discharge the remuneration of any agents, bankers, brokers, advisers and others appointed or employed by it in the performance of its duties hereunder other than the fees and expenses expressly provided to be paid by an Employer or a Member or out of the assets of the Trust Fund pursuant to the provisions of this Deed, the Rules and any Participation Agreement applicable thereto.
- 19.4 In addition to the fees payable to the Trustee specified in Clause 19.1 and subject to Clause 19.9 in respect of the DIS Funds, the Trustee may be entitled to be reimbursed or may deduct out of the assets of the Trust Fund as administrative expenses such as bank charges, transaction costs, licence fees, charges and expenses (including but not limited to tax, stamp duty, registration fee, custody and nominee charges, compensation fund levy (if any) and indemnity insurance as required under the MPFS Ordinance and the General

Regulation, audit fees and any MPF registration or similar fees (which may be imposed by MPF Authority from time to time)), government, regulatory and/or professional fees & charges), fees for providing valuation and accounting services and any other costs, fees, charges and expenses referred to in Clause 14.6.11 (ii) and any other provision of this Deed.

19.5A 19.5.1 Each Employer, SEP Member, Individual Relevant Employee Member, TVC Member and Personal Account Member shall pay or reimburse to the Trustee as administrative expenses the following fees and expenses PROVIDED THAT, in the case of an Employer, all or part of such fees and expenses may be paid out of the assets representing the Reserve Account of such Employer's Sub-Scheme:

- 19.5.1.1 during a sub-scheme's first 5 years, a joining fee of such amount (if any) as may from time to time be fixed by the Trustee, which shall be charged at the end of each Financial Year, or if the relevant Sub-Scheme is terminated earlier, at the time of such termination PROVIDED THAT the Trustee may at its sole discretion waive such joining fee for any Sub-Scheme;
- 19.5.1.2 any costs incurred in registering or maintaining the registration of such Sub-Scheme with any government authority or other regulatory body, if necessary (including the costs of preparing any supporting documents and supplemental deeds);
- 19.5.1.3 legal and other fees and expenses attributable to such Sub-Scheme;
- 19.5.1.4 audit fees, including fees of the Employer's or SEP Member's or Personal Account Member's or Individual Relevant Employee Member's or TVC Member's own auditor in giving any certificate in connection with its (or his) participation in the Trust and fees of the Auditors in preparing the audited accounts of such Sub-Scheme;
- 19.5.1.5 the costs of amending the Participation Agreement and/or the Rules relating to such Sub-Scheme;
- 19.5.1.6 any other costs, fees and expenses expressed to be payable by the Employers or SEP Members or Personal Account Members or Individual Relevant Employee Members or TVC Members in this Deed, the Rules and/or the Participation Agreement relating to the Sub-Scheme and subject to the provisions of the MPFS Ordinance and General Regulation.

19.5.2 The Trustee shall from time to time notify each Employer, SEP Member, Individual Relevant Employee Member, TVC Member and Personal Account Member in writing of the amount of the fees and expenses due hereunder, and the relevant Employer and SEP Member shall pay the amount so notified to the

Trustee and each Personal Account Member, TVC Member and Individual Relevant Employee Member shall pay the amount so notified to the Trustee within the period as specified by the Trustee.

- 19.5.3 If an Employer Member (or a SEP Member or a Personal Account Member or an Individual Relevant Employee Member or TVC Member) who, in accordance with section 90 of the General Regulation, requests copies of the consolidated report published by the Trustee in respect of the Scheme, the Employer of the Employee Member (or the SEP Member or the Personal Account Member or the Individual Relevant Employee Member or TVC Member, as the case may be) shall pay the Trustee a fee specified in the Offering Document for each copy so requested.
- 19.5.4 Upon withdrawal by any SEP Member or Individual Relevant Employee Member or TVC Member of his Accrued Benefits in any of his Voluntary Account/Sub-account, the Trustee shall be entitled to deduct from the redemption proceeds a Withdrawal Charge in such an amount stipulated in the Offering Document from time to time.
- 19.5B Each SEP Member, TVC Member and Individual Relevant Employee Member shall pay to the Trustee a service fee, a joining fee, a withdrawal charge and such other fee items where appropriate and stipulated in the Offering Document.
- 19.6 Subject to Clause 19.9 in respect of the DIS funds, there may be payable out of the assets of the Trust Fund as administrative expenses which shall include but not limited to all costs, fees and expenses (including legal fees) of and incidental to preparation, registration, operation, administration and registration of the Trust, the Scheme and related documentations. The above cost shall include but without limitation the costs and expenses for seeking the necessary consents of the relevant authorities, preparing and printing the Offering Document, explanatory memorandum and any other documentation (including the costs incurred for the printing of the Participation Agreement) in relation to the Trust and further costs, fees and expenses for amending the documentation and informing Scheme Participants about such amendments in order to conform to future legislation and/or regulations, any costs incurred in informing Scheme Members of change to their Scheme, any costs incurred in advising Scheme Members of new services to be provided by the service providers in relation to their Schemes, legal costs incurred in preparing the Scheme constitutive documents which form the basis for the on-going operation of the Scheme and also the advisory costs incurred in seeking professional advice on the interpretation of the MPF legislation and the application thereof to ensure on-going compliance with the MPF legislation. The Trustee shall subject to the deduction of costs and expenses from any interest generated under Clause 13.6 and 16.3 above and Rule 3.4 of the Rules or from the exercise of power by the Trustee under Clause 7.10, allocate the above costs, fees and expenses set out in this Clause 19.6 to each of the Constituent Funds on a pro rata basis based on the gross value of the assets in each of those Constituent Funds. The Trustee may amortize all the costs payable out of the assets of the Trust pursuant to this Clause 19.6 over such period not exceeding 5 years, in so far as it complies with the legislation and/or regulations and, if applicable, accounting standards of the Hong Kong Society of

Accountants. Details of any amortisation policy shall be set out in the Offering Document.

- 19.7 Notwithstanding the above, the Trustee may in its sole discretion reduce or waive any of the fees and charges provided in this Clause 19 as the Trustee considers appropriate and may charge for any special or extra services which may from time to time be stipulated in the Offering Document or in such other prior notices by the Trustee.
- 19.8 Subject to the approval of the MPF Authority and the SFC and Clause 19.9 in respect of the DIS Funds, the Trustee may change the maximum level of the Trustee and Administration Fee or Investment Management Fee or any fees and charges provided in this Clause 19 by giving three (3) months' notice in writing to the SEP Members, the Personal Account Members, the Individual Relevant Employee Members, TVC Members and to the Employer who shall forward such notice to the Employee Members of their relevant Sub-Scheme.
- 19.9 Notwithstanding any other provision of this Deed, in respect of a DIS Fund, any payment for services may be charged to or imposed on the DIS Fund or a Member who invests in the DIS Fund, in the manner and to the extent without prejudice to Section 34DD of the MPFS Ordinance. Any out-of-pocket expenses as specified in Section 34DA of the MPFS Ordinance incurred on a recurrent basis may be charged to or imposed on the DIS Fund or a Member who invests in the DIS Fund, in the manner and to the extent without prejudice to Section 34DD of the MPFS Ordinance.

## 20. **NOTICES**

- 20.1 20.1.1 Any notice or document required to be given to the Scheme Participants for the purposes of the MPFS Ordinance, this Deed, or the Participation Agreement, may be delivered by hand, sent by prepaid post (airmail if overseas), facsimile, electronic mail or other means of communication at the sole discretion of the Trustee. Any notice which is sent by post shall, in the absence of industrial action or any other unexpected event which affects delivery of mail, be deemed to have been given within three (3) Business Days (or seven (7) Business Days in the case of airmail) after the notice is posted, and in proving such service it shall be sufficient to establish that the notice was properly addressed, stamped and posted.
- 20.1.2 Without limiting the generality of Clause 20.1.1, a notice or other document to be given for the purposes of the MPFS Ordinance, this Deed, or the Participation Agreement may be given
- (a) in the case of a Scheme Participant who is a natural person,
    - (i) by delivering it to the Scheme Participant personally; or
    - (ii) by sending it by ordinary post in a letter addressed to the Scheme Participant at the Scheme Participant's usual place of residence or business or, if the Scheme Participant's address is unknown,

addressed to the Scheme Participant's last known place of residence or business; or

- (b) in the case of a Scheme Participant which is a body corporate -
  - (i) by delivering it to any place in Hong Kong at which the Scheme Participant carries on business and handing it to a person apparently concerned with the management of, or apparently employed by, the Scheme Participant; or
  - (ii) by sending it by ordinary post addressed to the Scheme Participant at its registered office in Hong Kong or at any place in Hong Kong at which the Scheme Participant carries on business; or
- (c) in the case of a Scheme Participant which is a partnership -
  - (i) by delivering it to any place in Hong Kong at which the Scheme Participant carries on business and handing it to a person apparently concerned with the management of, or apparently employed by, the Scheme Participant; or
  - (ii) by sending it by ordinary post addressed to the Scheme Participant at any place in Hong Kong at which the Scheme Participant carries on business.
- (i) in the case of a Scheme Participant who is an Employee Member,-

by delivering to the relevant Employer, by hand or by ordinary post, and in any such case such notice or document shall be deemed to have been duly given when appropriate details have been given to such Employer and such Employer has been advised to pass such notices to the relevant Employee Members.

20.1.3 Any notice or document referred to Clause 20.1.1 which is:

- (a) sent by facsimile transmission or electronic mail shall be taken to have been given if it is sent to the recipient's facsimile number or electronic mail address last known to the sender, or by other means specified by the recipient if a record generated by the means of transmission establishes that the notice or document was so sent PROVIDED THAT the recipient has given prior consent to being given the notice or document by such means in the manner prescribed under Section 206 of the General Regulation;
- (b) made available to the recipient by means of a website or by other electronic means shall be taken to have been given if it is so made available to the recipient and the recipient is notified of its availability PROVIDED THAT the recipient has given prior consent to being given

the notice or document by such means in the manner prescribed under Section 206 of the General Regulation;

- (c) made available to the recipient by means of an electronic system shall be taken to have been given if such electronic system is designated by the MPF Authority under Section 6KA(1) of the MPFS Ordinance.

20.1.4 In the event that a notice is to be given by the Trustee to the Scheme Participant for the purposes of Sections 58 and 59 of the General Regulation, the Employer must ensure that the notice is given to the Employee Member within seven (7) Working Days after the Employer receives the notice.

20.2 If the Trustee or any other party is required to give a notice or other document to a Member under this Deed, the Rules or a Participation Agreement, the Trustee or other party may send the notice or document as follows:

- (a) if the party to be notified is an Employee Member in the employment of an Employer, the place of employment of that Employee Member or at such other address as the Employee Member may have designated and notified to the notifying party for the giving of notices hereunder or to the residential address of such Employee Member last known to the notifying party; or
- (b) if the party to be notified is not an Employee Member in the employment of an Employer, such address as the Member may have designated and notified to the notifying party or to the address (residential or business) of the Member last known to the notifying party.

20.3 Any notice or document sent by post to or left at an address as aforesaid in pursuance of this Clause shall notwithstanding that the addressee be then dead, or bankrupt, in liquidation or receivership and whether or not the Trustee or the Investment Manager have notice of such death, bankruptcy, liquidation or receivership be deemed to have been duly given.

20.4 All notices or documents sent by post by the Trustee or the Investment Manager shall be sent at the risk of the person entitled thereto.

20.5 Notwithstanding any other provisions in this Deed, the Trustee may at any time at its sole discretion waive or shorten any prior notice requirements to be given by any Scheme Participants to the Trustee as stipulated in this Deed.

## 21. **PROVISION OF INFORMATION**

21.1 Subject to section 41 of the MPFS Ordinance, if the Investment Manager or the Trustee is requested by any department of any government or administration to provide such department with any information regarding the Trust Fund and/or the Scheme Participants and/or the investments and income of the Trust Fund and/or the provisions of this Deed and complies with such request, whether or not it was in fact enforceable, neither the Trustee nor the Investment Manager shall incur any liability to the Scheme Participants or any of them or to any other person as a result of such compliance or in

connection with such compliance PROVIDED THAT in so doing the Trustee and/or the Investment Manager (as the case may be) shall also have complied with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

- 21.2 The Trustee shall be entitled to disclose such information as described in Clause 21.1, obtained from an Employer, Member or other persons and/or information obtained in the exercise or performance of the functions of the Trustee within the conditions specified in section 42AAB of the MPFS Ordinance and other applicable legislation.

## 21A TAX-RELATED FILINGS, REPORTING AND DISCLOSURES

21A.1 Subject to the applicable laws and regulations of Hong Kong and other jurisdictions, the Trustee and/or any of its authorised person(s) shall have the power to sign and/or file any returns, elections, and statement by the Scheme with any Tax Authorities, report or disclose Reportable Information regarding any person or entity considered to be Account Holder or Controlling Person of the Scheme under the AEOI to enable the Scheme to comply with applicable laws and regulations of Hong Kong and other jurisdictions.

21A.2 The Trustee may, to the extent not prohibited by applicable law including AEOI and MPFS Ordinance, engage, employ or authorise any individual or entity (including but not limited to third-party service providers, the Trustee's affiliates, subsidiaries, associated entities, and any of their branches and offices) (each, for the purposes of this Clause, an **"authorised person"**) to:

- (a) assist the Scheme with the fulfilment of its obligations under AEOI; and/or
- (b) act on the Scheme's behalf in relation to its obligations under AEOI.

21A.3 Each Member, Employer and any other individual or entity considered to be Account Holder or Controlling Person of an Account Holder (where applicable) of the Scheme must:

- (a) upon demand by the Trustee and/or any of its authorised person(s), provide any form, certification and other information that the Trustee and/or any of its authorised person(s) may from time to time require (the "Required Information") in order to satisfy the Scheme's obligations under AEOI;
- (b) update or replace any Required Information;
- (c) comply with any reporting obligations imposed by Hong Kong or any other jurisdiction; and
- (d) assist the Scheme in complying with any of the due diligence and reporting obligations imposed on the Scheme under AEOI.



21A.4 Notwithstanding any other provisions of this Deed, to the extent not prohibited by applicable law, each of the Trustee and its authorised persons shall have the power to:

- (a) demand from any Account Holder or Controlling Person of an Account Holder (where applicable) the information the Scheme needs in order to fulfil the Scheme's obligations under AEOI;
- (b) refuse to accept any applicant to the Scheme;
- (c) refuse or delay in making any payment to any Account Holder before receiving the Required Information from the applicant or Account Holder (as the case may be);
- (d) share with any Tax Authority the information it has in respect of any Account Holder or Account Holder or Controlling Person of an Account Holder (where applicable);
- (e) take or refrain from taking any other actions with respect to the applicant or Account Holder (as the case may be), to the extent not prohibited by law; and
- (f) share the Required Information of any Account Holder or Controlling Person of an Account Holder (where applicable) of the Scheme with the Trustee or any of the Trustee's authorised persons.

## 22. **GOVERNING LAW**

22.1 This Deed, the Rules and the Participation Agreement shall be governed by the laws of Hong Kong Special Administrative Region.

22.2 The Trustee and the Scheme Participants hereby submit to the jurisdiction of the Courts of Hong Kong Special Administrative Region.

## **APPENDIX**

### **THE RULES**

#### **1. INTERPRETATION**

Words and expressions used in the Rules shall have the meanings given to them in the Deed.

#### **2. ADMISSION OF MEMBERS**

##### **2.1 2.1.1 (A) Subject to 2.1.2,**

- (a) in order to become an Employee Member of the Scheme, an Eligible Employee shall complete an enrolment form as the Trustee may from time to time prescribe;
- (b) a Self-Employed Person may become an SEP Member of the Scheme by completing an Application Form as the Trustee may from time to time prescribe;
- (c) a person who
  - (i) having accrued benefits in another Registered Scheme; or
  - (ii) is a “new member” of and having Accrued Benefits under an occupational retirement scheme (in respect of which an exemption certificate was granted under the Exemption Regulation), andwishes to have those benefits transferred to a Personal Account of the Scheme may become a Personal Account Member of the Scheme by completing an Application Form as the Trustee may from time to time prescribe;
- (d) a person on whose behalf contribution has been paid to the MPF Authority under Section 7AA of the Ordinance
  - (i) where that person is still being employed by the employer concerned at the time when the MPF Authority makes payment;
  - (ii) the employer concerned is an Employer participating in the Scheme; and
  - (iii) either he or the employer concerned has nominated the Scheme to which the MPF Authority pays the contribution;

may become an Employee Member of the Scheme by completing an enrolment form as the Trustee may from time to time prescribe;

- (e) a person on whose behalf contribution has been paid to the MPF Authority under Section 7AA of the Ordinance
  - (i) where that person is still being employed by the employer concerned at the time when the MPF Authority makes payment, but neither he nor his employer has nominated a registered scheme to receive the contribution; or
  - (ii) where that person has ceased to be employed by the employer concerned at the time when the MPF Authority makes payment, and he has not nominated a registered scheme to receive the contribution;

may become a Personal Account Member of the Scheme upon payment of the contribution by the MPF Authority to the Trustee pursuant to Section 7AC of the Ordinance;

- (f) a person on whose behalf contribution has been paid to the MPF Authority under Section 7AA of the Ordinance, where that person has ceased to be employed by the employer concerned at the time when the MPF Authority makes payment, and he has nominated the Scheme to receive the contribution, may become a Personal Account Member of the Scheme upon payment of the contribution by the MPF Authority to the Trustee pursuant to Section 7AC of the Ordinance;
- (g) an Employee Member will automatically becomes a Personal Account Member if upon his cessation of employment he elects or pursuant to the provisions of this Deed is taken to have elected to transfer his benefits accrued under this Scheme to a separate Personal Account in the Scheme;
- (h) an Employee Member who wishes to transfer the Accrued Benefits in his Employee's Mandatory Sub-Account and/or Employee's Mandatory Transfer Sub-Account under the Scheme to a Personal Account of the Scheme may become a Personal Account Member by completing an Application Form as the Trustee may from time to time prescribe; and
- (i) an Individual Relevant Employee may become an Individual Relevant Employee Member of the Scheme by completing an Application Form as the Trustee may from time to time prescribe;

- (j) a person who holds a contribution account or personal account in a Registered Scheme or is a member of an occupational retirement scheme in respect of which an exemption has been granted under Section 5 of MPFS Ordinance may become a TVC Member of the Scheme by completing an Application Form as the Trustee may from time to time prescribe;
- (B) Notwithstanding the above, the Trustee may enroll any person referred to in paragraph (A) in the Scheme in such other manner as the Trustee considers appropriate.
- (C)
  - (a) Notwithstanding the above, the Trustee shall enroll all persons, including Terminated LS Scheme Participant(s) who should be transferred to become a Member of this Scheme pursuant to the Restructure.
  - (b) Information/instruction that is relevant to the above persons under the LS Scheme and should be adopted by or applied in this Scheme pursuant to the Restructure will be adopted and applied by the Trustee respectively for the purpose of handling their memberships, accounts and accrued benefits.
  - (c) For the avoidance of doubt, no enrolment form, Application Form or consent is required from the persons involved for the purpose of enabling the Trustee to enroll the above persons, or to accept any information/instruction, as described above.
- (D)
  - (a) Notwithstanding the above, the Trustee shall enroll all persons, including Terminated Advanced Scheme Participants and Terminated Basic Scheme Participants, who shall be transferred to and become Employers and Members (or terminated Employers or Members, as the case may be) of this Scheme pursuant to the 2018 Restructure.
  - (b) Information or instruction that is relevant to the above persons under the Advanced Scheme and Basic Scheme should be adopted (to the extent applicable) by the Trustee under this Scheme pursuant to the 2018 Restructure for the purpose of handling their memberships, accounts and accrued benefits.
  - (c) For the avoidance of doubt, no enrolment form, Application Form or consent is required from the persons involved for the purpose of enabling the Trustee to enroll the above persons, or to accept any information or instruction, as described above."
  - (d) Pursuant to Clause 3.4C(c), this Rule 2.1.1 (D)(b) shall not apply to the following persons:
    - (i) Advanced Scheme SEP Member;

- (ii) Advanced Scheme PA Member;
- (iii) Basic Scheme SEP Member; and
- (iv) Basic Scheme PA Member,

who participated in both the Advanced Scheme and/or Basic Scheme on the one hand and the Scheme on the other immediately before the 2018 Restructure Effective Date.

For the purpose of this Rule 2.1.1, “new member” shall have the meaning as given to it in the Exemption Regulation.

2.1.2 Without prejudice to the provisions in Rule 2.1.1(B) above and except for the persons referred to in Rule 2.1.1(A)(e), the persons referred to in Rule 2.1.1(A) must:

- (a) provide the information required by, the Trustee with respect to application for membership in the Scheme; and
- (b) agree in writing to comply with and be subject to the provisions of this Deed, the Rules and any subsequent amendment made in accordance with provisions of the Deed.

2.1.3 The Trustee or its delegates must disclose to a person who is considering making an application to become a Member or Employer:

- (a) the requirements and information required for application for membership of or participation in the Scheme;
- (b) the governing rules of the Scheme; and
- (c) Scheme information, including all of the fees and charges payable under the Scheme in accordance with the relevant guidelines issued by the MPF Authority and SFC.

2.1.4 The persons referred to in Rule 2.1.1 must be given a notice of participation that complies with section 31(4A) of the General Regulation within 30 days after the later of the following dates: (a) the date on which the person submits all the information required for the application for membership of or participation in the Scheme; (b) the date on which the person agrees to observe and accept to be subject to the governing rules of the Scheme.

2.1.5 The membership of a Member may be terminated by the Trustee only in accordance with the Rules of the Scheme and:

- (a) in the case of an Employee Member, with the written agreement of that Employee Member or the Employer of that Employee Member given not earlier than 60 days before the termination; or
- (b) in the case of an SEP Member or former SEP Member or a Personal Account Member, with the written agreement of that SEP Member or former SEP Member or Personal Account Member given not earlier than 60 days before the termination; or
- (c) in the case of an Employee Member, a SEP Member, a Personal Account Member, a TVC Member or an Individual Relevant Employee Member, if that Employee Member, SEP Member, Personal Account Member, TVC Member or Individual Relevant Employee Member has attained the Normal Retirement Age and there is zero balance in his Contribution Account (in the case of an Employee Member or a SEP Member), Personal Account (in the case of a Personal Account Member), or Individual Relevant Employee Member's Voluntary Sub-Account (in the case of an Individual Relevant Employee Member); or TVC Member's Voluntary Account (in the case of a TVC Member); or
- (d) in the case of an Individual Relevant Employee Member, with the notification by the Individual Relevant Employee Member to the Trustee that he/she ceases to be a "relevant employee" as defined in the MPFS Ordinance; or with 30 days prior written notification given by the Trustee to Individual Relevant Employee Members if the Flexi Retirement Contribution account balance maintained in the relevant Sub-Scheme of the Individual Relevant Employee Member is less than HK\$5,000; or
- (e) in the case of a TVC Member with a TVC account, with the written agreement of that TVC Member given not earlier than 60 days before the termination; or the TVC account balance maintained in the relevant Sub-Scheme of the TVC Member is zero and there is no transaction activity in respect of the TVC account for 365 days; or
- (f) in the case of an Employee Member (other than a casual employee) who is not required to be enrolled in the Scheme by the MPFS Ordinance and whose employment is being terminated before he is so required to enrol in the Scheme, no agreement is required from the said Employee Member.

2.1.6 The participation of an Employer may be terminated by the Trustee only in accordance with the Rules of the Scheme and with the written agreement of the Employer given not earlier than 60 days before the termination.

- 2.2 2.2.1 The Trustee must, within sixty (60) days of a person becoming a Member, provide the Member with a document containing the following information:

- (a) a general description of the Scheme, including its terms and the fees and charges payable under the Scheme;
- (b) particulars of the Constituent Funds; and
- (c) the person, if any, designated by the Trustee as the contact person for the Scheme, either by name or by reference to the person's position or job description, and the means by which the person can be contacted,

unless such information has already been provided to the person prior to his becoming a Member,

- 2.2.2 In relation to an Employee Member, the Trustee may arrange to give to the Member's Employer the document referred to in Rule 2.2.1. In that case, that Employer must ensure that the document is given to the Employee Member within seven (7) Working Days after the Employer receives it.

### 3. **CONTRIBUTIONS**

#### 3.1 **Mandatory Contributions**

- (a) Every Employer shall pay to the Trustee, in respect of each Employee Member employed by it who is a "relevant employee", for each contribution period after the Commencement Date, out of the Employer's own funds, a Mandatory Contribution required to be made by an employer (the "Employer's Mandatory Contribution") in respect of a relevant employee under Section 7A of the MPFS Ordinance. For the avoidance of doubt, notwithstanding that the Relevant Income of the Employee Member is below the Minimum Level of Relevant Income, the Employer of such Employee Member shall also be required to pay the Employer's Mandatory Contribution pursuant to this Rule 3.1(a).
- (b) Subject to the MPFS Ordinance and the General Regulation as may be amended from time to time, the Employer's Mandatory Contribution is equal to the prescribed percentage as provided in Section 7A of the MPFS Ordinance (or such other percentage prescribed by the MPFS Ordinance or the General Regulation from time to time) of the relevant Employee Member's Relevant Income for the relevant contribution period PROVIDED THAT if the relevant Employee Member's Relevant Income is more than the Maximum Level of Relevant Income, the Employer is not required to contribute the Employer's Mandatory Contribution in respect of the excess Relevant Income.
- (c) Every Employer shall, in respect of each Employee Member employed by it who is a "relevant employee" and for each contribution period after the Commencement Date, deduct from the relevant Employee Member's Relevant Income for that contribution period and pay to the Trustee a Mandatory Contribution required to be made by a relevant employee (the "Employee's Mandatory Contribution") under Section 7A of the MPFS Ordinance.

- (d) Subject to the MPFS Ordinance and the General Regulation as may be amended from time to time, the Employee's Mandatory Contribution is equal to the prescribed percentage as provided in Section 7A of the MPFS Ordinance (or such other percentage prescribed by the MPFS Ordinance or the General Regulation from time to time) of the relevant Employee Member's Relevant Income for the relevant contribution period PROVIDED THAT:
- (i) an Employee Member whose Relevant Income is less than the Minimum Level of Relevant Income is not required to make an Employee's Mandatory Contribution; and
  - (ii) an Employee Member whose Relevant Income is more than the Maximum Level of Relevant Income is not required to make an Employee's Mandatory Contribution in respect of the excess Relevant Income.
- (e) (i) Every Employer shall, for each contribution period, pay the Mandatory Contribution as referred to in Rules 3.1(a) and (c) to the Trustee in respect of each Employee Member employed by it who is a Casual Employee on or before the Contribution Day or such other day as prescribed by the MPFS Ordinance or the General Regulation from time to time.
- (ii) Every Employer shall, for each contribution period which ends in the previous calendar month or during the "permitted period", as the case may be, pay the Mandatory Contribution as referred to in Rules 3.1(a) and (c) to the Trustee in respect of each Employee Member employed by it who is a "relevant employee" (other than a Casual Employee) on or before the Contribution Day or such other day as prescribed by the MPF Ordinance or the General Regulation from time to time.
- (f) (i) Every Employer shall, in respect of a "relevant employee" who is not a member of a registered scheme as required by Section 7 of the MPFS Ordinance at the date of commencement or any time after the commencement of Section 7AA of the MPFS Ordinance, pay to the MPF Authority the contribution as prescribed under Section 7AA(4) and (5) of the MPFS Ordinance for each contribution period during which the employee is not such a member in accordance with Section 7AA(2) of the MPFS Ordinance.
- (ii) Subject to Rule 3.1(g)(i), the Employer must for each contribution period pay -
- (a) as a contribution by employer, an amount from his own funds that is equal to the prescribed percentage as provided in Section 7AA(5) of the MPFS Ordinance (or such other percentage prescribed by the MPFS Ordinance or General Regulation from time to time) of the "relevant employee's" Relevant Income for the relevant contribution period; and



- (b) subject to Section 7AA(6) of the MPFS Ordinance, as a contribution by the “relevant employee”, deduct from the “relevant employee’s” Relevant Income for the relevant contribution period an amount that is equal to the prescribed percentage as provided by S.7AA(5) of the MPFS Ordinance (or such other percentage prescribed by the MPFS Ordinance or General Regulation from time to time) of the “relevant employee’s” Relevant Income for that contribution period.
- (g) Notwithstanding anything contained herein:
  - (i) no Mandatory Contribution is required to be made in respect of an Employee Member (except in the case of a Casual Employee) who is employed by an Employer for less than 60 days;
  - (ii) an Employer shall not, in respect of each Employee Member (who is not a Casual Employee) whose Wage Period-
    - (a) is not more than 1 month, make a deduction under Rule 3.1(c) in respect of the relevant Employee Member’s relevant income earned for any Wage Period that commences on or before the 30<sup>th</sup> day of that Employee’s employment after the relevant time;
    - (b) is more than 1 month, make a deduction under Rule 3.1(c) in respect of the relevant Employee Member’s relevant income earned for the period commencing from the relevant time and ending on the last day of the calendar month in which the 30<sup>th</sup> day of that Employee’s employment after the relevant time falls.
- (h) Every SEP Member shall, before the end of each contribution period, pay, to the extent required by the MPFS Ordinance, to the Trustee from his own funds a Mandatory Contribution required to be made by a Self-Employed Person (the “SEP Mandatory Contribution”) under Section 7C of the MPFS Ordinance.
- (i) Subject to the MPFS Ordinance and the General Regulation as may be amended from time to time, the SEP Mandatory Contribution is equal to the prescribed percentage as provided in Section 7C of the MPFS Ordinance (or such other percentage prescribed by the MPFS Ordinance or the General Regulation from time to time) of the relevant SEP Member’s Relevant Income for the relevant contribution period PROVIDED THAT:
  - (i) a SEP Member whose Relevant Income is less than the Minimum Level of Relevant Income is not required to make a SEP Mandatory Contribution; and
  - (ii) a SEP Member whose Relevant Income is more than the Maximum Level of Relevant Income is not required to make a SEP Mandatory Contribution in respect of the excess Relevant Income.

(j) For the purposes of Rules 3.1, 3.2 and 3.2A:

“contribution period”:

- (a) in relation to an Employer of an Employee Member (not being a Casual Employee), means each period for which the Employer pays or should pay Relevant Income to the Employee Member, and includes such a period occurring within, or that coincides with, the first 60 days of employment after the relevant time;
- (b) in relation to an Employee Member (not being a Casual Employee) whose wage period -
  - (i) is not more than 1 month, means each period for which the Employer pays or should pay Relevant Income to the Employee Member, but does not include any wage period commencing on or before the 30<sup>th</sup> day of employment after the relevant time;
  - (ii) is more than 1 month, means each period for which the Employer pays or should pay Relevant Income to the Employee Member, but does not include the period commencing from the relevant time and ending on the last day of the calendar month in which the 30<sup>th</sup> day of employment after the relevant time falls;
- (c) in relation to an Employer and an Employee Member who is a Casual Employee, means each period for which the Employer pays or should pay Relevant Income to the Employee Member;
- (d) in relation to a SEP Member who contributes to the Scheme on a yearly basis, means the year that coincides with each Financial Year;
- (e) in relation to a SEP Member who contributes to the Scheme on a monthly basis, means each calendar month;
- (f) in relation to an Individual Relevant Employee Member, means each calendar month or such regular basis as the Trustee may agree; and
- (g) in relation to a TVC Member, means each calendar month or such regular basis as the Trustee may agree;

"permitted period" has the meaning as ascribed to it under section 7(3)(a) of the MPFS Ordinance;

“relevant employee” has the meaning as ascribed to it under Section 2 of the MPFS Ordinance;

“relevant time” means

- (i) in the case of an Employer who is employing an Employee Member at the commencement of Section 7 of the MPFS Ordinance, the time of that commencement; and

- (ii) in the case of an Employer who enters into a contract of employment with an Employee Member after that commencement, the beginning of the date on which the employment begins;

"wage period", in relation to an Employee Member and its Employer, means the period for which the Employee Member is paid, or should be paid, Relevant Income by the Employer.

### 3.2 Voluntary Contributions (other than Individual Relevant Employee Member's Flexi Retirement Contribution and TVC Member's Tax Deductible Voluntary Contributions)

#### 3.2.1 Employer's Regular Voluntary Contribution

- (a) Subject to the provisions of the relevant Participation Agreement, every Employer may elect to pay to the Trustee, in respect of each Employee Member employed by it, for each contribution period after the Commencement Date, out of the Employer's own funds, a Voluntary Contribution (the "Employer's Regular Voluntary Contribution") under Section 11 of the MPFS Ordinance.
- (b) If an Employer elects to pay an Employer's Regular Voluntary Contribution as referred to in Rule 3.2.1(a) in respect of an Employee Member employed by such Employer, such Employer's Regular Voluntary Contribution will be specified in such form/manner as prescribed by the Trustee from time to time . The Employer shall pay the Employer's Regular Voluntary Contribution to the Trustee in respect of the relevant Employee Member at the same time when the Employer pays the Employer's Mandatory Contribution and the Employee's Mandatory Contribution pursuant to Rule 3.1. An Employer may change (or terminate) the Employer's Regular Voluntary Contribution in respect of any Employee Member once in any Financial Year by giving one (1) month's prior written notice to the Trustee and the relevant Employee Member. The Employer may, with the consent of the Trustee, change (or terminate) the Employer's Regular Voluntary Contribution at a frequency of more than once in a Financial Year subject to the payment of a fee to the Trustee. The Trustee may require the Employer to execute any document as may be prescribed by the Trustee from time to time to confirm the change (or termination, as the case may be) before the Trustee gives effect to it.

#### 3.2.2 Employee's Regular Voluntary Contribution

- (a) Subject to the provisions of the relevant Participation Agreement, every Employee Member may elect to contribute, for each contribution period after the Commencement Date, a Voluntary Contribution out of the Employee's Relevant Income (the "Employee's Regular Voluntary Contribution") under Section 11 of the MPFS Ordinance.
- (b) If an Employee Member elects to contribute an Employee's Regular Voluntary Contribution as referred to in Rule 3.2.2(a), such Employee's Regular Voluntary Contribution shall also be specified via the Employer to the Trustee

in such form/manner as prescribed by the Trustee from time to time . The Employee Member may, with the consent of the Trustee, change (or terminate) the Employee's Voluntary Contribution at a frequency of more than once in a Financial Year subject to the payment of a fee to the Trustee. The Trustee may require the Employee to execute any document as may be prescribed by the Trustee from time to time to confirm the change (or termination, as the case may be) before the Trustee gives effect to it.

- (c) If an Employee Member elects to contribute an Employee's Regular Voluntary Contribution as referred to in Rule 3.2.2(a), his Employer shall pay the Employee's Voluntary Contribution from the relevant Employee Member's Relevant Income for each relevant contribution period and pay the Employee's Voluntary Contribution to the Trustee at the same time when the Employer pays the Employer's Mandatory Contribution and the Employee's Mandatory Contribution pursuant to Rule 3.1.

### 3.2.3 Employee's Non-Regular Voluntary Contribution and Employer's Non-Regular Voluntary Contribution

- (a) Subject to the prior written consent of the Trustee and the provisions of the relevant Participation Agreement,
  - (i) an Employee Member may request to make a Voluntary Contribution ("Employee's Non-Regular Voluntary Contribution") on any Dealing Day during his employment with the Employer by giving to the Trustee via the Employer a seven (7) Working Days written notice or such shorter period of notice as the Trustee may from time to time agree; and
  - (ii) such Employee's Non-Regular Voluntary Contribution may either be paid by the Employee Member from his or her own funds or deducted from his or her Relevant Income PROVIDED THAT if it is deducted from his or her Relevant Income, the written consent of his Employer shall be required; and
  - (iii) such Employee's Non-Regular Voluntary Contribution may either be credited to the Employee's Regular Voluntary Sub-Account or Employee's Non-Regular Voluntary Sub-Account, in such manner as the Employee Member may determine.
- (b) Subject to the prior written consent of the Trustee and the provisions of the relevant Participation Agreement,
  - (i) an Employer may request to make, from its own funds, a Voluntary Contribution ("Employer's Non-Regular Voluntary Contribution") on any Dealing Day in respect of any of its Employee Members by giving to the Trustee a seven (7) Working Days written notice or such shorter period of notice as the Trustee may from time to time agree; and

- (ii) such Employer's Non-Regular Voluntary Contribution shall be credited to the Employer's Voluntary Sub-Account.
- (c) Any notice given by an Employee Member or Employer under this Rule 3.2.3 shall be in such form as may be prescribed by the Trustee from time to time.
- (d) If an Employee Member or Employer is permitted to make the contributions under paragraph (a) or (b) above,
  - (i) the number of such contributions allowed for each Employee Member and Employer in a Financial Year shall not exceed, unless the Trustee agrees otherwise, the maximum number as may be specified in the Offering Document; and
  - (ii) the minimum amount of each such contribution shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in the Offering Document.
- (e) The Trustee reserves the right to impose a handling fee up to the maximum level as specified in the Offering Document for each Employee's Non-Regular Voluntary Contribution and Employer's Non-Regular Voluntary Contribution made to the Scheme. Such handling fee shall be deducted from the Employee's Non-Regular Voluntary Contribution and Employer's Non-Regular Voluntary Contribution made (as the case may be).

3.2.4 (a) SEP Member's Regular Voluntary Contribution

- (i) Every SEP Member may elect to pay to the Trustee, for each contribution period after the Commencement Date, a Voluntary Contribution (the "SEP Regular Voluntary Contribution") under Section 11 of the MPFS Ordinance.
- (ii) If a SEP Member elects to pay a SEP Regular Voluntary Contribution, it shall give 30 days' prior written notice to inform the Trustee about the amount of the SEP Regular Voluntary Contribution at the time of making such SEP Regular Voluntary Contribution to the Trustee.
- (iii) A SEP Member may change the SEP Regular Voluntary Contribution PROVIDED THAT prior notice in writing has been given to the Trustee, in which case, the change will be effective for the contribution period as specified in the notice. If the Trustee receives the notice after the commencement date of the specified contribution period or no contribution period is specified, the effective date shall be the contribution period next following the date of receipt of the notice.

(b) SEP Member's Non-Regular Voluntary Contribution

- (i) Subject to the prior written consent of the Trustee, an SEP Member may request to make a Voluntary Contribution ("SEP Non-Regular

Voluntary Contribution”) on any Dealing Day during his self-employment by giving to the Trustee a seven (7) Working Days written notice or such shorter period of notice as the Trustee may from time to time agree. Any such notice given by the SEP Member shall be in such form as may be prescribed by the Trustee from time to time. The SEP Non-Regular Voluntary Contribution so made shall be credited to the SEP Member’s Voluntary Sub-Account.

- (ii) Any SEP Non-Regular Voluntary Contribution may either be paid by the SEP Member from his or her own funds or Relevant Income.
- (iii) If an SEP Member is permitted to make the SEP Non-Regular Voluntary Contribution,
  - (aa) the number of such contributions allowed for each SEP Member in a Financial Year shall not exceed, unless the Trustee agrees otherwise, the maximum number as may be specified in the Offering Document; and
  - (bb) the minimum amount of each such contribution shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in the Offering Document.

### 3.2A Individual Relevant Employee Member’s Flexi Retirement Contribution

- (a) Each Individual Relevant Employee Member may elect to pay to the Trustee on a monthly basis (or on such regular basis as the Trustee may agree) (“contribution period”) a Flexi Retirement Contribution.
- (b) An Individual Relevant Employee Member may change the specified amount of Flexi Retirement Contribution PROVIDED THAT prior 30 days’ (or such other shorter notice as the Trustee may agree from time to time) written notice has been received by the Trustee and that the new amount specified shall not be less than the minimum amount as prescribed in the Offering Document from time to time.
- (c) In any other cases an Individual Relevant Employee Member may make a single specified amount Flexi Retirement Contribution on any Dealing Day in such manner as the Trustee may prescribe from time to time, provided that the minimum single specified amount Flexi Retirement Contribution shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in the Offering Document.
- (d) Flexi Retirement Contribution so made shall be, in accordance with Clause 15, credited to the Individual Relevant Employee Member’s Voluntary Sub-Account.
- (e) The minimum amount of each Flexi Retirement Contribution shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in

the Offering Document.

- (f) For the purposes of anti-money laundering, compliance of the MPFS Ordinance and/or any other situations that the Trustee may deem appropriate, the Trustee reserves the right not to accept any Flexi Retirement Contribution.

### 3.2B TVC Member's Tax Deductible Voluntary Contributions

- (a) Tax Deductible Voluntary Contributions are not voluntary contributions for the purposes of Section 11 of MPFS Ordinance.
- (b) Each TVC Member may elect to pay to the Trustee on a monthly basis (or on such regular basis as the Trustee may agree) ("contribution period") the Tax Deductible Voluntary Contributions.
- (c) A TVC Member may change the specified amount of Tax Deductible Voluntary Contributions PROVIDED THAT written notice has been received by the Trustee and that the new amount specified shall not be less than the minimum amount as prescribed in the Application Form from time to time.
- (d) In any other cases a TVC Member may make a single specified amount Tax Deductible Voluntary Contributions on any Dealing Day in such manner as the Trustee may prescribe from time to time, provided that the minimum single specified amount Tax Deductible Voluntary Contribution shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in the Application Form.
- (e) Tax Deductible Voluntary Contributions so made shall be, in accordance with Clause 15, credited to the TVC Member's Voluntary Account.
- (f) The minimum amount of each Tax Deductible Voluntary Contributions shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in the Application Form.
- (g) For the purposes of anti-money laundering, compliance of the MPFS Ordinance and/or any other situations that the Trustee may deem appropriate, the Trustee reserves the right not to accept any Tax Deductible Voluntary Contributions.

3.3 3.3.1 At the time when a Member joins the Scheme, the Member must submit to the Trustee his Contribution Investment Instruction which shall be included in his Application Form or enrolment form (as the case may be).

3.3.2 If a Member fails to submit to the Trustee a Contribution Investment Instruction in respect of an account in accordance with Rule 3.3.1 (including where the Contribution Investment Instruction given by the Member is regarded as invalid in accordance with Clause 13.8):

- (a) prior to April 1, 2017, a Member shall be deemed to have given a Contribution Investment Instruction to invest his Accrued Benefits and any future

contributions and other amounts transferred from another scheme (or the relevant percentage thereof) received by the Trustee for the account of the Member in the Interest Fund;

(b) with effect from April 1, 2017, the Accrued Benefits, and any future contributions and other amounts transferred from another scheme (or the relevant percentage thereof) received by the Trustee for the account of the Member shall be invested in accordance with Part 4AA of the MPFS Ordinance and this Deed.

- 3.3.3 Without prejudice to Rule 3.3.2, if a Member who has a Pre-existing Account is an existing member (within the meaning of Section 34DF of the MPFS Ordinance), subject to section 34DC of the MPFS Ordinance, all of his Accrued Benefits and any future contributions and other amounts transferred from another scheme for the account of the Member held in or made to a DIA account (within the meaning of Section 34DF of the MPFS Ordinance) shall be invested according to Division 3 of Part 4AA of the MPFS Ordinance. Notwithstanding the aforesaid, Division 3 of Part 4AA of the MPFS Ordinance does not apply to the Member if the Trustee reasonably believes that the Trustee has received specific investment instructions from the Member to invest any of the Accrued Benefits in the Pre-existing Account according to the Interest Fund.
- 3.3.4 Without prejudice to Rule 3.3.2, if a Member who has a Pre-existing Account is a Member to whom Section 34DM of the MPFS Ordinance applies, subject to section 34DC of the MPFS Ordinance, such part of his Accrued Benefits held in the Pre-existing Account which are invested in the Interest Fund immediately before April 1, 2017 will be invested according to Division 4 of Part 4AA of the MPFS Ordinance. Any future contributions and other amounts transferred from another scheme (or the relevant percentage thereof) received by the Trustee for the account of such Member on or after April 1, 2017 shall be invested in the manner as specified in the Offering Document unless the Trustee has received a Contribution Investment Instruction from such Member for such future contributions and other amounts transferred from another scheme.
- 3.3.5 Without prejudice to Rule 3.3.2, if a Member (“Relevant Member”) has a Pre-existing Account with any or all accrued benefits having been transferred from an account in LS Scheme and is not an account under Rule 3.3.3, his Accrued Benefits and any future contributions or other amounts transferred from another scheme for the account of the Relevant Member held in or made to the Pre-existing Account will be invested in the same manner as Accrued Benefits and any future contributions or other amounts transferred from another scheme would have been invested immediately before April 1, 2017. For the avoidance of doubt, a Relevant Member is entitled to change his Contribution Investment Instruction and submit a Fund Switching Instruction in respect of the Pre-existing Account.
- 3.4 3.4.1 Pursuant to the General Regulation, on being satisfied that the amount of contributions or, where applicable, the amount of arrears and contribution surcharge paid to the Trustee is correct, the Trustee shall credit the amount to the relevant Member’s account and apply such Subscription Money (after



deducting any applicable charges in accordance with the terms of this Deed) to the relevant Constituent Fund in accordance with Clause 15 accordingly.

The Trustee shall have the discretion to retain such cleared funds in an interest-bearing account until the investment in the Constituent Fund selected by the Member concerned on the relevant Dealing Day. Any interest generated therefrom shall belong to the Scheme and the Trustee may at any time apply any such interest to defray any costs/expenses under Clause 19.6 of the Trust Deed as determined by the Trustee in its sole discretion. The Trustee shall then apply the Subscription Money (excluding any interest generated therefrom) to invest in the Constituent Fund specified in the relevant Contribution Investment Instruction of the Member concerned.

Units (in the cases of unitised Constituent Funds) acquired shall be rounded to the nearest 3 decimal places or such other number of decimal places as the Trustee may determine from time to time and, together with any benefits acquired (in the case of the Interest Fund) shall be credited to the relevant Contribution Account or Personal Account and the respective sub-accounts of such Contribution Account or of such Personal Account, as the case may be.

- 3.5 At the request of an Employer, the Trustee may accept a transfer of Accrued Benefits from the Employer's existing occupational retirement scheme or registered scheme under the MPFS Ordinance and the Trustee shall regard such payment as a Mandatory Contribution and/or Voluntary Contribution as appropriate in accordance with the applicable laws and regulations so far as the relevant Sub-Scheme is concerned. The Employer shall give instructions to the Trustee as to how such transfer payment should be allocated to the Contribution Accounts of the respective Employee Members of the relevant Sub-Scheme. The Trustee shall have no obligation to inquire into the appropriateness or accuracy of the allocation, basis of allocation or any other matter in relation to the portion of transfer payment specified to be allocated to the Contribution Accounts of the respective Employee Members of the relevant Sub-Scheme.
- 3.6 The amount of any contribution otherwise required to be made by an Employer may be offset against any amount standing to the credit of the Reserve Account of the relevant Sub-Scheme as appropriate.
- 3.7 All contributions made in accordance with the Rules 3.1, 3.2 and 3.2A above shall, unless the Trustee otherwise agrees, be paid in Hong Kong and in Hong Kong dollars.
- 3.8 Contributions in respect of a Member (other than an Individual Relevant Employee Member and TVC Member) shall cease on the last day of the Member's employment or self-employment. Contributions in respect of an Individual Relevant Employee Member and TVC Member shall cease on the day on which his or her participation in the Scheme terminates in accordance with the Rules.
- 3.9 Notwithstanding anything contained in any other part of the Scheme and the Rules:
- (i) An amount that is paid as a contribution to the Scheme contingently on the basis that the amount will later constitute a Mandatory Contribution to the Scheme under Rule 3.1 shall for all purposes be treated as a Mandatory Contribution to

the Scheme (and the provisions of the MPFS Ordinance shall apply accordingly) unless and until it is clear (by subsequent circumstances which shall be referred as “Condition Subsequent”) that the amount will not constitute a Mandatory Contribution to the Scheme at which time it shall be treated by the Trustee and referred as “Overpayment” in this Rule.

- (ii) Any excess payment that is wrongly made to the Trustee by reason of any error or mistake and purported to be made to the Trustee in accordance with either Rule 3.1 or Rule 3.2 shall until the discovery of such mistake or error be treated as part of Mandatory Contributions or Voluntary Contributions respectively subject to the Rules. (Upon the said discovery, such excess payment shall be treated and be referred as “Overpayment” in the Rule.)
- (iii) Upon the happening of any Condition Subsequent or upon the discovery of such mistake or error mentioned in the above paragraph, the Overpayment shall no longer be treated as Mandatory Contributions or Voluntary Contributions and shall until any redemption in accordance with Rule 20, remain in the Constituent Fund and the Contribution Account allocated immediately before the said happening or discovery.

#### 4. **ACCOUNTS**

4.1 The Trustee shall in respect of each Employee Member arrange for the Employee Member’s Contribution Account to be divided into the following sub-accounts:

- (a) “Employer’s Mandatory Sub-Account” – specifying the contributions paid in respect of the Employee Member by the Employee Member’s current Employer under Section 7A(1)(a) or (2)(a) of the MPFS Ordinance, the Accrued Benefits derived from those contributions, and any contribution surcharge paid by the Employee Member’s Employer on arrears if the Relevant Income of the Employee Member is less than the Minimum Level of Relevant Income per month and there is not an Employee’s Mandatory Sub-Account together with the portion of minimum MPF benefits under Rule 6.1(b);
- (b) “Employee’s Mandatory Sub-Account” – specifying the Employee Member’s contributions deducted by the Employee Member’s current Employer under Section 7A(1)(b) or (2)(b) of the MPFS Ordinance, the Accrued Benefits derived from those contributions, and any contribution surcharge paid by the Employee Member’s Employer on arrears if the Relevant Income of the Employee Member is above the Minimum Level of Relevant Income per month together with the portion of minimum MPF benefits under Rule 6.1(b);
- (c) “Employee’s Mandatory Transfer Sub-Account” – specifying the Employee Member’s Accrued Benefits derived from all Mandatory Contributions paid by or in respect of the Employee Member that are attributable to the Employee Member’s former employments or former self-employments, and transferred to the Employee Member’s Contribution Account in the Scheme in accordance with Part XII of the General Regulation together with any contribution surcharges in respect of Mandatory Contributions from former employment or

self-employment, and any other minimum MPF benefits transferred to the Scheme in accordance with the appropriate provisions of the Exemption Regulation, which are attributable to his former employments;

- (d) “Employer’s Voluntary Sub-Account” – specifying the Voluntary Contributions (if any) paid in respect of the Employee Member by the Employee Member’s current Employer (regardless of whether the contributions are paid under (i) the Scheme; or (ii) another occupational retirement scheme or registered scheme under the MPFS Ordinance and transferred to the Scheme as a Voluntary Contribution) and the Accrued Benefits derived from those contributions;
- (e) “Employee’s Regular Voluntary Sub-Account” – specifying
  - (i) the Voluntary Contributions (if any) paid by the Employee Member and credited to such sub-account under Rule 3.2.2 while employed by the Employee Member’s current Employer; and
  - (ii) contributions which are paid under another occupational retirement scheme or registered scheme under the MPFS Ordinance and transferred to the Scheme as a Voluntary Contribution; and
  - (iii) the Accrued Benefits derived from (i) and (ii) above;
- (f) “Employee’s Non-Regular Voluntary Sub-Account” - specifying the Voluntary Contributions (if any) paid by the Employee Member and credited to such sub-account under Rule 3.2.3 while employed by the Employee Member’s current Employer and the Accrued Benefits from such Voluntary Contributions;
- (g) “Employee’s Voluntary Transfer Sub-Account” – specifying the Employee Member’s Accrued Benefits derived from all Voluntary Contributions paid by or in respect of the Employee Member while employed by a former employer, or while self-employed, and transferred to the Employee Member’s Contribution Account in the Scheme in accordance with Part XII of the General Regulation excluding any minimum MPF benefits transferred to the Scheme in accordance with the appropriate provisions of the Exemption Regulation; and
- (h) any such other sub-account as the Trustee shall consider appropriate or necessary.

4.1.1 For the purposes of sections 12A(6A) and (6B) of the MPFS Ordinance (if applicable)-

- (a) any reference to "current employer" or "current employment" in Rule 4.1 shall include the previous employer or employment with the previous employer (as the case may be;
- (b) any reference to "former employer" or "former employment" in Rule 4.1 shall not include the previous employer or the employment with the previous employer (as the case may be).

4.2 The Trustee shall in respect of each SEP Member arrange for the SEP Member's Contribution Account to be divided into the following sub-accounts:

- (a) "SEP Member's Mandatory Sub-Account" – specifying the SEP Member's contributions under Section 7C of the MPFS Ordinance, the Accrued Benefits derived from those contributions, and any contribution surcharge paid by the SEP Member on arrears;
- (b) "SEP Member's Mandatory Transfer Sub-Account" – specifying the SEP Member's Accrued Benefits derived from all Mandatory Contributions paid by or in respect of the SEP Member that are attributable to the SEP Member's former employments or former self-employment and transferred to the SEP Member's Contribution Account in the Scheme in accordance with Part XII of the General Regulation together with any contribution surcharges in respect of Mandatory Contributions from former employment or self-employment, and any other minimum MPF benefits transferred to the Scheme in accordance with the appropriate provisions of the Exemption Regulation;
- (c) "SEP Member's Voluntary Sub-Account" – specifying the Voluntary Contributions (if any) paid by the SEP Member while self-employed and the Accrued Benefits derived from those contributions;
- (d) "SEP Member's Voluntary Transfer Sub-Account" – specifying the SEP Member's Accrued Benefits derived from all Voluntary Contributions paid by or in respect of the SEP Member before the SEP Member became self-employed and transferred to the SEP Member's Contribution Account in the Scheme in accordance with Part XII of the General Regulation; and
- (e) any such other sub-account as the Trustee shall consider appropriate or necessary.

4.3 In the case of a Member who holds a Personal Account in the Scheme, the Trustee shall arrange for the Member's Personal Account to be divided into the following sub-accounts:

- (a) "Mandatory Personal Sub-Account" – specifying the Mandatory Contributions paid by or in respect of the Member (regardless of whether the contributions are paid under the Scheme or another occupational retirement scheme or registered scheme under the MPFS Ordinance) and transferred to the member's personal account in accordance with Part XII of the General Regulation, together with any contribution surcharges in respect of Mandatory Contributions from previous employment or self-employment, and any other minimum MPF benefits transferred to the Scheme in accordance with the appropriate provisions of the Exemption Regulation and the Accrued Benefits derived from those contributions;
- (b) "Voluntary Personal Sub-Account" – specifying the Voluntary Contributions paid by or in respect of the Member (regardless of whether the contributions are

paid under the Scheme or another occupational retirement scheme or registered scheme under the MPFS Ordinance) and the Accrued Benefits derived from those contributions; and

- (c) any such other sub-account as the Trustee shall consider appropriate or necessary.

4.4 The Trustee shall in respect of each Individual Relevant Employee Member arrange for the Individual Relevant Employee Member's Contribution Account to be divided into the following sub-accounts:

- (a) "Individual Relevant Employee Member's Voluntary Sub-Account" – specifying the Flexi Retirement Contribution (if any) paid by the Individual Relevant Employee Member and credited to such sub-account under Rule 3.2.A and the Accrued Benefits derived from such Flexi Retirement Contribution;
- (b) any such other sub-account as the Trustee shall consider appropriate or necessary.

4.5 The Trustee shall in respect of each TVC Member arrange for the TVC Member's Contribution Account to be the "TVC Member's Voluntary Account" – specifying the Tax Deductible Voluntary Contributions (if any) paid by the TVC Member and credited to such account under Rule 3.2B and the Accrued Benefits derived from such Tax Deductible Voluntary Contribution and the Accrued Benefits derived from all Tax Deductible Voluntary Contributions paid by or in respect of the TVC Member transferred to the TVC Member's Contribution Account in the Scheme in accordance with Part XII of the General Regulation.

## 5. **TEMPORARY ABSENCE**

- 5.1 Unless otherwise provided in the relevant Participation Agreement, if an Employee Member is temporarily absent from work with the approval of the Employer and the Employee Member continues to receive Relevant Income from the Employer during the approved period of absence, the Employee Member's employment shall be deemed not to be interrupted and accordingly to be continuous. The Employer and the Employee Member shall be required to make contributions to the Scheme in accordance with Rule 3 above. The Employee Member's Years of Service shall be deemed to include the approved period of absence PROVIDED THAT if at the expiration of an approved period an Employee Member has not returned to work, his employment will be deemed to have terminated at the date such approved period of absence expired except that in the case of an Employee Member having reached Normal Retirement Age during such period of approved absence, he shall be deemed to have retired at the date he reached Normal Retirement Age.
- 5.2 Unless otherwise provided in the relevant Participation Agreement, if an Employee Member is temporarily absent from work with the approval of the Employer but the Employee Member does not continue to receive Relevant Income from the Employer during the approved period of absence, the Employer and the Employee Member shall not be required to make contributions to the Scheme under Rule 3 above during the

approved period of absence. The approved period of absence in such case shall be excluded from the Employee Member's Year of Service and the Employer shall notify the Trustee of the commencement date of the approved period of absence, and the date on which the Employee Member subsequently returns to work, as soon as practicable.

6. **TRANSFERS INTO THE SCHEME**

6.1 The Trustee may accept a transfer of accrued benefit from any scheme or arrangement, and for this purpose,

(i) any transfer amount which is attributable to the "minimum MPF benefits" of a "new member" of an occupational retirement scheme (in respect of which an exemption certificate was granted under the Exemption Regulation) shall be held

(a) in the relevant Mandatory Personal Sub-Account (under a Personal Account) or Mandatory Transfer Sub-Account of that Member; or

(b) in the Employer's Mandatory Sub-Account in respect of any minimum MPF benefit which the Trustee reasonably considers to be attributable to employer's contribution and in the Employee's Mandatory Sub-Account in respect of any minimum MPF benefit which the Trustee reasonably considers to be attributable to employee's contribution, in the case where there is no change in employer upon any such transfer.

For the purpose of this Rule 6, "minimum MPF benefits" and "new member" shall have the meaning as given to them in the Exemption Regulation; and

(ii) the Trustee shall have the sole and absolute discretion to accept the transfer in cleared funds or in specie or otherwise; and

(iii) such member shall submit to the Trustee a completed Application Form, Transfer Notice and any necessary documents, whichever is applicable, and in the absence of investment instructions which are valid in accordance with Clause 13.8, any amounts transferred from another scheme to the Scheme under this Rule shall be invested in the manner as set out in the Offering Document.

6.2 Without limiting the generality of Rule 6.1, an employee who was formerly a member of another Registered Scheme may upon cessation of employment make a transfer request to the Trustee requesting the Trustee to accept a transfer of his accrued benefits from that Registered Scheme, and such accrued benefits shall be held in the relevant sub-account under Rule 4.

6.2A Without limiting the generality of Rule 6.1, an employee who has accrued benefits attributable to his former employment or former self-employment (which are of the nature of Section 78(6)(c) of the General Regulation) may at any time make a transfer request to the Trustee by requesting the Trustee to accept a transfer of his accrued benefits from that Registered Scheme, and such accrued benefits shall be held in the relevant sub-account under Rule 4.

- 6.3 Without limiting the generality of Rule 6.1, a self-employed person who was formerly a member of a former master trust scheme or a former industry scheme may at any time make a transfer request to the Trustee by requesting the Trustee to accept a transfer of his accrued benefits from the former master trust scheme or the former industry scheme, and such accrued benefits shall be held in the relevant sub-account under Rule 4.
- 6.4 For the purpose of Rule 6.2, if the employee was a member of a former employer sponsored scheme and he fails to make an election as to which scheme his accrued benefits should be transferred within three (3) months after the approved trustee of the former employer sponsored scheme concerned has been notified that such member had ceased to be employed by his former employer, a transfer notice may be completed and given by the approved trustee of the former employer sponsored scheme to effect the transfer of accrued benefits into this Scheme, and such accrued benefits shall be held under a Personal Account in the relevant sub-account under Rule 4.
- 6.5 Without limiting the generality of Rule 6.1, an employee who has accrued benefits attributable to employee's contribution of his current employment (which are of the nature of Section 78(6)(b) of the General Regulation) in another Registered Scheme may at any time make a transfer request to the Trustee requesting the Trustee to accept a transfer of his accrued benefits from that Registered Scheme, and such accrued benefits shall be held under a Personal Account in the relevant sub-account under Rule 4.
- 6.5A Without limiting the generality of Rule 6.1, if a scheme member holds a TVC account in another Registered Scheme, the member may, at any time make a transfer request to the Trustee by requesting the Trustee to accept a transfer of all his accrued benefits in the TVC account from another Registered Scheme, and such accrued benefits shall be held in the relevant account under Rule 4.
- 6.5B Without limiting the generality of Rule 6.1, if an employee was a member of a former employer sponsored scheme and the accrued benefits are held by the member in a TVC account in the former employer sponsored scheme, may upon cessation of employment make a transfer request to the Trustee requesting the Trustee to accept a transfer of all his accrued benefits in the TVC account from the former employer sponsored scheme, and such accrued benefits shall be held in the relevant account under Rule 4.
- 6.5C For the purpose of Rule 6.5B, if the employee was a member of a former employer sponsored scheme and he fails to make an election as to which scheme his accrued benefits in a TVC account should be transferred within three (3) months after the approved trustee of the former employer sponsored scheme concerned has been notified that such member had ceased to be employed by his former employer, a transfer notice may be completed and given by the approved trustee of the former employer sponsored scheme to effect the transfer of accrued benefits in a TVC account into this Scheme, and such accrued benefits shall be held under a TVC Account in the relevant account under Rule 4.

- 6.6 There is no limit on the number of transfer payments that the Trustee may accept pursuant to Rule 6.5 during a calendar year.
- 6.7 The Trustee shall have no obligation to inquire into the appropriateness or accuracy of the proportion specified in a Transfer Notice as to the respective proportion of the accrued benefits to be held in the Personal Account Member's Mandatory Personal Sub-Account and the Voluntary Personal Sub-Account.
- 6.8 For the avoidance of doubt, no fees or financial penalties will be charged to or imposed on the relevant member, or deducted from the relevant Member's account for transferring the accrued benefits to the Scheme, other than any amount permitted under Section 34 of the General Regulation and any guidelines issued by the MPF Authority.
- 6.9 Upon receipt of any accrued benefits transferred into the Scheme in accordance with this Rule 6, the Trustee, must, as soon as practicable after receiving those benefits, give to the relevant Member a written notice confirming the transfer and stating the amount (expressed in monetary terms) of those benefits.
- 6.10 This Rule 6 does not apply to an Individual Relevant Employee Member's Voluntary Sub-Account.

**6A. TRANSFERS WITHIN THE SCHEME**

- 6A.1 Transfer of any account balance from a Member's Contribution Account/Personal Account to the Member's another Contribution Account/Personal Account (as appropriate) within the Scheme that is processed by the Trustee will be effected by way of unit transfer of the relevant units of Constituent Funds (other than the Interest Fund) from the Member's Contribution Account/Personal Account to the Member's another Contribution Account/Personal Account. The relevant balance, if any, of the Interest Fund in the Member's Contribution Account/Personal Account at the time of transfer will be transferred to the Member's another Contribution Account/Personal Account.
- 6A.2 In the case of a transfer pursuant to Clause 6A.1 above,
- (a) where the Member's Contribution Account/Personal Account holds any units of the Stable Fund at the time of transfer, the relevant account balance of the Notional Guaranteed Account maintained by the Trustee in respect of such Member will be transferred to the Member's Notional Guaranteed Account in relation to the Member's another Contribution Account/Personal Account and the record of all relevant transactions in respect of the Stable Fund that are applicable in determining the future account balance of the Notional Guaranteed Account in the Member's Contribution Account/Personal Account will be transferred to such another Contribution Account/Personal Account and treated by the Trustee as if the transactions have occurred in the Member's another Contribution Account/Personal Account in respect of the Stable Fund; and
  - (b) the account balance so transferred shall be invested in accordance with Section 34DC of the MPFS Ordinance, and the applicable Contribution Investment Instruction in respect of the Member's another Contribution Account/Personal Account after the transfer under this Rule 6A shall be arranged in such manner as specified in the



Offering Document and for the avoidance of doubt, the account balance transferred in the above manner shall not be treated as future contributions to the Member's another Contribution Account/Personal Account.

**6B. TRANSFERS FROM THE LS SCHEME**

- 6B.1 Unless otherwise provided under Rule 6B.2, transfer of any account balance from a Member's contribution account/personal account under the LS Scheme to the Member's Contribution Account/Personal Account (as appropriate) under this Scheme that is processed by the Trustee will be effected upon the Trustee's receipt of all the required Application Form, Transfer Notice and enrolment form (whichever is applicable). Pursuant to any such transfer, the relevant units of the constituent funds (other than the Manulife MPF Interest Fund of the LS Scheme) in the Member's contribution account/personal account under the LS Scheme at the time of transfer will be transferred to the Member's Contribution Account/Personal Account by way of unit transfer. Such unit transfer will be effected by way of deducting the relevant units of constituent funds from the Member's contribution account/personal account under the LS Scheme and issuing the same number of Units of the respective Constituent Funds (having the same names as the constituent funds of the LS Scheme from which units are deducted) to the Member's Contribution Account/Personal Account under this Scheme. The relevant balance, if any, of the Manulife MPF Interest Fund in the Member's contribution account/personal account under the LS Scheme at the time of transfer will be transferred to the Member's Contribution Account/Personal Account under this Scheme.
- 6B.2 Transfer of account balances, assets, liabilities, accrued benefits and data from LS Scheme to the Scheme pursuant to the Restructure will be accepted by the Trustee.
- 6B.3
- (a) In the case of a transfer pursuant to Rule 6B.1 and 6B.2, where the Member's contribution account/personal account under the LS Scheme holds any units of the Manulife MPF Stable Fund at the time of transfer, the relevant account balance of the Notional Guaranteed Account maintained by the trustee in respect of such Member will be transferred to the Member's Notional Guaranteed Account in the Scheme and the record of all relevant transactions in respect of the Manulife MPF Stable Fund that are applicable in determining the future account balance of the Notional Guaranteed Account in the LS Scheme will be transferred to the Scheme. The qualifying units of the transferring Member under Manulife MPF Stable Fund in the LS Scheme will be added to and continue to be kept under the Scheme. The Member's entitlement to the guarantee under the Manulife MPF Stable Fund of LS Scheme will continue to be kept in the Scheme as if it were a continuation under the LS Scheme. By transferring the balance of Manulife MPF Interest Fund in the Member's contribution account/personal account from the LS Scheme to this Scheme, his or her entitlement to the guarantee of Manulife MPF Interest Fund under the LS Scheme will continue in the Scheme as if it were a continuation under the LS Scheme.
  - (b) In the case of a transfer pursuant to Rule 6B.1, the applicable Contribution Investment Instruction in respect of the Member's Contribution Account/Personal

Account after the transfer under this Rule 6B shall be arranged in such manner as specified in the Offering Document and for the avoidance of doubt, the account balance transferred in the above manner shall not be treated as future contributions under the Scheme.

6C. **TRANSFERS FROM THE ADVANCED SCHEME AND BASIC SCHEME**

- 6C.1 Unless otherwise provided under Rule 6C.2, transfer of any account balance from a Member's contribution account or personal account under the Advanced Scheme and Basic Scheme to the Member's Contribution Account or Personal Account (as appropriate) under this Scheme that is processed by the Trustee will be effected upon the Trustee's receipt of all the required Application Form, Transfer Notice and enrolment form (whichever is applicable).
- 6C.2 Transfer of account balances, assets, liabilities, accrued benefits and data from the Advanced Scheme and Basic Scheme to the Scheme pursuant to the 2018 Restructure will be accepted by the Trustee.
- 6C.3 The applicable Contribution Investment Instruction in respect of the Member's Contribution Account or Personal Account after the transfer under this Rule 6C shall be arranged in such manner as specified in the 2018 Restructure.

7. **VESTING OF BENEFITS**

- 7.1 Each Employee Member shall be fully vested at all times with the balance of his:
- (a) Employer's Mandatory Sub-Account;
  - (b) Employee's Mandatory Sub-Account;
  - (c) Employee's Mandatory Transfer Sub-Account;
  - (d) Employee's Regular Voluntary Sub-Account;
  - (e) Employee's Non-Regular Voluntary Sub-Account; and
  - (f) Employee's Voluntary Transfer Sub-Account.
- 7.2 7.2.1 Subject to the terms of the relevant Participation Agreement or such other instructions in writing, each Employee Member shall become fully vested with the balances of his Employer's Voluntary Sub-Account on the first to happen of:
- (a) his attaining Normal Retirement Age;
  - (b) his termination of employment due to Total Incapacity and the conditions in Rule 12 are met; and
  - (c) the death of the Employee Member during his employment.
- 7.2.2 Upon early retirement of an Employee Member in accordance with Rule 9 below, the Units or Accrued Benefits (as the case may be) standing to the credit of his Employer's Voluntary Sub-Account shall be vested in him in accordance with the vesting scale set out in the relevant enrolment form or in such form/manner as prescribed by the Trustee from time to time, and such

Employee Member may become fully vested in his Employer's Voluntary Sub-Account if so specified.

- 7.2A For Advanced Scheme Members and Basic Scheme Members, subject as otherwise provided in this Deed or the relevant Participation Agreement, the balance of his Employer's Voluntary Sub-Account shall at all times be fully vested in the relevant Advanced Scheme Member or Basic Scheme Member.
- 7.3 Subject to Rule 7.2 above, the Units or Accrued Benefits (as the case may be) standing to the credit of his Employer's Voluntary Sub-Account and any other sub-accounts of an Employee Member shall be vested in that Employee Member as at the date of cessation of employment or lodgement of the claim (if there is no cessation of employment, as the case may be) in accordance with the vesting scale and/or other terms as set out in the relevant enrolment form or in such form/manner as prescribed by the Trustee from time to time.
- 7.4 Each SEP Member shall be fully vested at all times with the balance of his:
- (a) SEP Member's Mandatory Sub-Account;
  - (b) SEP Member's Mandatory Transfer Sub-Account;
  - (c) SEP Member's Voluntary Sub-Account;
  - (d) SEP Member's Voluntary Transfer Sub-Account; and
  - (e) other sub-accounts which the Trustee has set up.
- 7.5 Each Personal Account Member shall be fully vested at all times with the balance of his:
- (a) Mandatory Personal Sub-Account;
  - (b) Voluntary Personal Sub-Account; and
  - (c) other sub-accounts which the Trustee has set up.
- 7.5A Each Individual Relevant Employee Member shall be fully vested at all times with the balance of his:
- (a) Individual Relevant Employee Member's Voluntary Sub-Account; and
  - (b) other sub-accounts which the Trustee has set up for the Individual Relevant Employee Member.
- 7.5B Each TVC Member shall be fully vested at all times with the balance of his TVC Member's Voluntary Account.
- 7.6 The provisions of Rules 7.1, 7.2, 7.3, 7.4 and 7.5 are subject to the provisions of Rule 21.3 and will not be applicable for Overpayment that is subject to withdrawal/transfer in accordance with Rule 20.
- 7A. **WITHDRAWAL OF EMPLOYEE'S NON-REGULAR VOLUNTARY CONTRIBUTION**

7A.1 Subject to the provisions of the relevant Participation Agreement, an Employee Member who has benefits accrued in his or her Employee's Non-Regular Voluntary Sub-Account under Rule 3.2.3 may request the Trustee to redeem any or all Units standing to the credit of his Employee's Non-Regular Voluntary Sub-Account at any time during his employment with his Employer by giving to the Trustee a written notice in such form as the Trustee may from time to time prescribe PROVIDED THAT:

- (i) the number of such redemptions allowed for each Employee Member in a Financial Year shall not exceed, unless the Trustee agrees otherwise, the maximum number as may be specified in the Offering Document;
- (ii) the minimum amount of each such redemption shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in the Offering Document; and
- (iii) the maximum amount of each redemption shall not exceed such limit as may from time to time be prescribed by the Trustee.

7A.2 Subject to the provisions of the relevant Participation Agreement, an Employee Member who has benefits accrued in his or her Employer's Voluntary Sub-Account under Rule 3.2.3 may request the Trustee to redeem such Accrued Benefits standing to the credit of his Employer's Voluntary Sub-Account at any time during his employment with his Employer on such terms and subject to such conditions, limitations or restrictions as may be prescribed by the Trustee.

7A.3 The Trustee reserves the right to impose a handling fee up to the maximum level as specified in the Offering Document for each redemption request made in this Rule 7A. Such handling fee shall be deducted from the redemption proceeds.

7A.4 After the redemption proceeds have been paid to the relevant Employee Member under this Rule 7A, his Combined Balance shall be reduced accordingly.

7A.5 Any redemption under this Rule 7A shall be effected in accordance with the provisions of Clause 16.

7B. **WITHDRAWAL OF INDIVIDUAL RELEVANT EMPLOYEE MEMBER'S FLEXI RETIREMENT CONTRIBUTION**

7B.1 Subject to the provisions of the relevant Application Form, an Individual Relevant Employee Member who has benefits accrued in his Individual Relevant Employee Member's Voluntary Sub-Account may request the Trustee to redeem any or all Units standing to the credit of his Individual Relevant Employee Member's Voluntary Sub-Account on any Dealing Day by giving to the Trustee a written notice in such form as the Trustee may from time to time prescribe PROVIDED THAT:

- (i) the number of such redemptions allowed for each Individual Relevant Employee Member in a Financial Year shall not exceed, unless the Trustee agrees otherwise, the maximum number as may be specified in the Offering Document;

- (ii) the minimum amount of each such redemption shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in the Offering Document; and
  - (iii) the maximum amount of each redemption shall not exceed such limit as may from time to time be prescribed by the Trustee.
- 7B.2 The Trustee reserves the right to impose a withdrawal charge up to the maximum level as specified in the Offering Document for each redemption request made in this Rule 7B. Such withdrawal charge shall be deducted from the redemption proceeds due to the relevant Individual Relevant Employee Member.
- 7B.3 After the redemption proceeds have been paid to the relevant Individual Relevant Employee Member under this Rule 7B, his Combined Balance shall be reduced accordingly.
- 7B.4 Any redemption under this Rule 7B shall be effected in accordance with the provisions of Clause 16.

## **8 BENEFITS ON ATTAINING NORMAL RETIREMENT AGE**

- 8.1 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Sections 15(1) of the MPFS Ordinance and Section 159 of the General Regulation) and the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) or, in the case of an Individual Relevant Employee Member, the terms of relevant Application Form, and Rule 8A below, a Member who has attained Normal Retirement Age shall be entitled to receive the entirety of his Accrued Benefits being paid (a) in a lump sum benefit equal in value to the amount of his Combined Balance as at any Dealing Day; or (b) by instalments.
- 8.2 If a Member remains in the continuous employment of his Employer (in the case of an Employee Member) or self-employment (in the case of a SEP Member) after his Normal Retirement Age, he may elect to remain as a Member and continue to make Voluntary Contributions to the Scheme. Notwithstanding that an Employee Member elects to remain as an Employee Member of the Scheme and continue to pay Voluntary Contribution to the Scheme, the Employer of the Employee Member is not obliged to make Voluntary Contribution after the Employee Member reaches Normal Retirement Age unless the Participation Agreement of the relevant Sub-Scheme so specifies. Subject to the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) and Rule 8A below, the Member shall be entitled to receive on his retirement the entirety of his Accrued Benefits being paid (a) in a lump sum benefit equal in value to the amount of his Combined Balance as at any Dealing Day; or (b) by instalments.
- 8.3 If a SEP Member attains his Normal Retirement Age, he may elect to:

- (a) terminate his membership as a SEP Member of the Scheme at Normal Retirement Age. In this event and subject to the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned), he shall be entitled to receive only a lump sum benefit equal in value to the amount of his Combined Balance as at any Dealing Day; or
- (b) transfer the Accrued Benefits equal in value to the amount of his Combined Balance as at the Dealing Day determined in Rule 8.3(a) above to a Personal Account of the Scheme,

and no future contributions shall be payable by or in respect of such Member.

- 8.4 For the purposes of this Rule, the provisions in the MPFS Ordinance (Sections 12, 13, 14 and 15(1) to (3) excepted) and the General Regulation shall apply to the Accrued Benefits derived from Voluntary Contributions in the same way as they apply to the Accrued Benefits derived from Mandatory Contributions.

**(BEFORE JUNE 1, 2020)**

**8A TREATMENT OF STABLE FUND UNITS UPON WITHDRAWAL OF BENEFITS BY INSTALMENTS UNDER RULE 8**

- 8A.1 In respect of any claim of benefit by instalments (instead of a lump sum payment) by a Member under Rule 8, the following shall apply to the Qualifying Units (if any) under the Contribution Account or Personal Account being claimed (hereinafter referred as the “Claimed Account”) before the redemption of Units or investment for the purpose of the claim:

- (i) for each sub-account where there are Qualifying Units, if the balance maintained in the sub-account of the Notional Guaranteed Account is greater than the amount calculated for all such Qualifying Units by adopting the formulation under Clause 16.2.1(i) to (iii), an amount equal to the excess shall be credited to the Claimed Account to acquire Non-Qualifying Units; and
- (ii) any and all Qualifying Units of the Stable Fund in the Claimed Account shall be converted into Non-Qualifying Units. For the avoidance of doubt, no further Qualifying Units of the Stable Fund shall be issued under the Claimed Account notwithstanding that any future contribution may be made by or in respect of that Member into the Stable Fund and the Notional Guaranteed Account under the Claimed Account shall be cancelled.

- 8A.2 Following the application of Rule 8A.1 and immediately after the redemption of Stable Fund Units for the first instalment pursuant to Rule 8, the balance of the remaining Non-Qualifying Units within the Claimed Account at that point will be redeemed to invest in the Interest Fund.

**(ON OR AFTER JUNE 1, 2020)**

**8A TREATMENT OF STABLE FUND UNITS UPON WITHDRAWAL OF BENEFITS BY INSTALMENTS UNDER RULE 8**

In respect of any claim of benefits by instalments (instead of a lump sum payment) by a Member under Rule 8, the Qualifying Units (if any) and Non-Qualifying Units (if any) under the Contribution Account or the Personal Account to which the claim relates shall be dealt with in accordance with section “7.2.4(b)” of the Offering Document.

## **9 BENEFITS ON ATTAINING EARLY RETIREMENT AGE**

- 9.1 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Sections 15(2), (2A), (2B) and (7) of the MPFS Ordinance and Section 160 of the General Regulation) and the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) or in the case of an Individual Relevant Employee Member, the terms of the relevant Application Form, a Member who has not attained Normal Retirement Age but has attained Early Retirement Age and certifies to the Trustee by statutory declaration in a form approved by the MPF Authority that he has permanently ceased his employment or self-employment shall be entitled to receive the entirety of his Accrued Benefits being paid (a) in a lump sum benefit equal in value to the amount of his Combined Balance as at any Dealing Day; or (b) by instalments.
- 9.2 For the purposes of this Rule, the provisions in the MPFS Ordinance (Sections 12, 13, 14 and 15(1) to (3) excepted) and the General Regulation shall apply to the Accrued Benefits derived from Voluntary Contributions in the same way as they apply to the Accrued Benefits derived from Mandatory Contributions.

## **10. BENEFITS ON DEATH**

- 10.1 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Sections 15(4) and (5) of the MPFS Ordinance and Section 161 of the General Regulation) and the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) or in the case of an Individual Relevant Employee Member, the terms of the relevant Application Form, if a Member dies before his benefit has been paid and any of the Member's Accrued Benefits are held in the Scheme, the Trustee shall pay a lump sum benefit to the Member's personal representative equal in value to the amount of his Combined Balance as at any Dealing Day within 30 days of the approval by the Trustee of a claim under this Rule 10.1 submitted by the personal representative of the Member in a form specified or approved by the MPF Authority. If there are no personal representatives of the Member's estate or if they are unwilling to act, the Trustee may treat the Member's Accrued Benefits as unclaimed benefits.
- 10.2 For the purposes of this Rule, the term “personal representatives” has the same meaning as defined in Section 2(1) of the MPFS Ordinance, and the provisions in the MPFS Ordinance (sections 12, 13, 14 and 15(1) to (3) excepted) and the General Regulation shall apply to the Accrued Benefits derived from Voluntary Contributions in the same way as they apply to the Accrued Benefits derived from Mandatory Contributions.

## **11. BENEFITS ON PERMANENT DEPARTURE FROM HONG KONG**

- 11.1 Subject to the provisions of the MPFS Ordinance, the General Regulation (including without limitation Sections 15(2) , (2A), (2B) and (3) of the MPFS Ordinance and Sections 162 and 163 of the General Regulation) and the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) or in the case of an Individual Relevant Employee Member, the terms of the relevant Application Form, a Member who has departed or is about to depart from Hong Kong permanently shall be entitled to receive a lump sum benefit equal in value to the amount of his Combined Balance as at any Dealing Day within 30 days of the approval by the Trustee of a claim in a form specified or approved by the MPF Authority under this Rule 11.1 submitted by the Member PROVIDED THAT evidence satisfactory to the Trustee that the Member is permitted to reside in a place other than Hong Kong is submitted to the Trustee with the claim.
- 11.1A For the purposes of this Rule, a Member shall be considered as departing from Hong Kong permanently (a) if the Member departs from Hong Kong to reside elsewhere with no intention of returning for employment or to resettle in Hong Kong as a permanent resident; or (b) if the MPFS Ordinance and the General Regulation (including without limitation Section 158(2) of the General Regulation) has such other meaning as prescribed from time to time.
- 11.2 For the purposes of this Rule, the provisions in the MPFS Ordinance (sections 12, 13, 14 and 15(1) to (3) excepted) and the General Regulation shall apply to the Accrued Benefits derived from Voluntary Contributions in the same way as they apply to the Accrued Benefits derived from Mandatory Contributions.
- 11.3 The balance of any Units or Accrued Benefits (as the case may be) standing to the credit of the Employer's Voluntary Sub-Account which is in excess of its Vested Balance because of the effect of Rule 7.3 shall be credited to the Reserve Account.

## **12. BENEFITS ON TOTAL INCAPACITY**

- 12.1 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Sections 15(2) , (2A), (2B) and (3) of the MPFS Ordinance and Sections 162 and 164 of the General Regulation) and the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) or in the case of an Individual Relevant Employee Member, the terms of the relevant Application Form, a Member who retires on the ground of Total Incapacity shall be entitled to receive a lump sum benefit equal in value to the amount of his Combined Balance as at any Dealing Day within 30 days of the approval by the Trustee of a claim in a form specified or approved by the MPF Authority under this Rule 12.1 submitted by the Member.
- 12.2 For the purposes of this Rule, the provisions in the MPFS Ordinance (sections 12, 13, 14 and 15(1) to (3) excepted) and the General Regulation shall apply to the Accrued Benefits derived from Voluntary Contributions in the same way as they apply to the Accrued Benefits derived from Mandatory Contributions.



## **12A BENEFITS ON TERMINAL ILLNESS**

- 12A.1 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Sections 15(2) , (2A), (2B) and (3) of the MPFS Ordinance and Sections 162 and 164A of the General Regulation) and the terms of the relevant Participation Agreement, a Member who has a Terminal Illness shall be entitled to receive a lump sum benefit equal in value to the relevant portion of his Combined Balance attributable to the Mandatory Contributions as at any Dealing Day within 30 days of the approval by the Trustee of a claim in a form specified or approved by the MPF Authority under this Rule 12A.1 submitted by the Member, and thereafter, account balance in the Notional Guaranteed Account of the Member with respect to the relevant account(s)/sub-account(s) withdrawn for the purpose of providing the benefit under this Rule shall be reset to zero in accordance with Clause 16.2.2(iv).
- 12A.2 For the purposes of this Rule and subject to Rule 12A.3 and 12A.4, the provisions in the MPFS Ordinance (sections 12, 13, 14 and 15(1) to (3) excepted) and the General Regulation shall apply to the Accrued Benefits derived from Voluntary Contributions in the same way as they apply to the Accrued Benefits derived from Mandatory Contributions.
- 12A.3 If an Employee Member withdraws the relevant portion of his Combined Balance attributable to the Mandatory Contributions under Rule 12A.1 and the Trustee has been notified of a cessation of employment of such Member at the time of the withdrawal, the Trustee shall have the power to pay the relevant portion of his Combined Balance attributable to the Voluntary Contributions in addition to the relevant portion of his Combined Balance attributable to the Mandatory Contributions.
- 12A.4 If a SEP Member or a Personal Account Member withdraws the relevant portion of his Combined Balance attributable to the Mandatory Contributions under Rule 12A.1, the entire Combined Balance thereof shall be withdrawn and paid to the SEP Member or Personal Member, as the case may be. For the purpose of Rule 16, such a withdrawal under this Rule 12A.4 shall not be taken into account.
- 12A.5 In the event of the withdrawal of the relevant portion of the Member's Combined Balance attributable to the Voluntary Contributions under Rule 12A.3 or 12A.4, the account balance in the Notional Guaranteed Account of such Member with respect to the relevant account(s)/sub-account(s) withdrawn for the purpose of providing the benefit attributable to the Voluntary Contributions under this Rule shall, thereafter, be reset to zero in accordance with Clause 16.2.2(iv).
- 12A.6 If a Member remains in the continuous employment of his Employer (in the case of an Employee Member) or self-employment (in the case of a SEP Member) after having a claim under Terminal Illness, he and his Employer (in the case of an Employee Member) shall continue to make contributions in accordance with the Rules. If any of such contributions are invested in the Stable Fund, new Qualifying Units shall be issued if the Qualifying Conditions are satisfied at the time of issue and the Notional Guaranteed Account shall be maintained for the Member.

## **13. BENEFITS ON SMALL BALANCE**

- 13.1 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Section 15(2) , (2A), (2B) of the MPFS Ordinance and Sections 162 and 165 of the General Regulation) and the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) or in the case of an Individual Relevant Employee Member, the terms of the relevant Application Form, if (i) a Member's Accrued Benefits kept in the Scheme as at the date of the claim do not exceed HK\$5,000 (or such other amount as prescribed from time to time by Section 162(2) of the General Regulation) ; (ii) as at the date of the claim, at least 12 months have elapsed since the Contribution Day in respect of the latest contribution period for which a Mandatory Contribution is required to be made to the Scheme or any other Registered Scheme by or in respect of the Member; and (iii) the Member does not have Accrued Benefits kept in any other Registered Scheme, the Member shall be entitled to receive as a lump sum benefit equal in value to the amount of his Combined Balance as at any Dealing Day within 30 days of the approval by the Trustee of a claim in a form specified and approved by the MPF Authority under this Rule 13.1 submitted by the Member.
- 13.2 For the purposes of this Rule, the provisions in the MPFS Ordinance (sections 12, 13, 14 and 15(1) to (3) excepted) and the General Regulation shall apply to the Accrued Benefits derived from Voluntary Contributions in the same way as they apply to the Accrued Benefits derived from Mandatory Contributions.
- 13.3 The balance of any Units or Accrued Benefits (as the case may be) standing to the credit of the Employer's Voluntary Sub-Account which is in excess of their respective Vested Balances because of the effect of Rule 7.3 shall be credited to the Reserve Account.
- 13A. **CLAIM FOR PAYMENT BY COMMITTEE OF ESTATE APPOINTED UNDER MENTAL HEALTH ORDINANCE**
- 13A.1 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Section 165A of the General Regulation) and the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) or in the case of an Individual Relevant Employee Member, the terms of the relevant Application Form, if a committee of the estate is appointed under section 11 of the Mental Health Ordinance (Cap. 136 of the Laws of Hong Kong) in relation to the property and affairs of a Member, the committee of estate may, as if it were a Member, lodge a claim for the Member's Accrued Benefits or continue with such a claim initiated by the Member.
- 13A.2 This Rule 13A shall not apply in relation to a claim under Rule 10.
- 13A.3 For the purposes of this Rule, the provisions in the MPFS Ordinance (sections 12, 13, 14 and 15(1) to (3) excepted) and the General Regulation shall apply to the Accrued Benefits derived from Voluntary Contributions in the same way as they apply to the Accrued Benefits derived from Mandatory Contributions.
14. **BENEFITS DERIVED FROM VOLUNTARY CONTRIBUTION ON LEAVING EMPLOYMENT**

14.1 Subject to the provisions of the MPFS Ordinance and the General Regulation and the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned), an Employee Member who ceases to be employed by his Employer (other than in circumstances as referred to in Rule 8, 9, 10, 11, 12 or 12A) may elect (using a form prescribed by the Trustee and approved by the MPF Authority) to

- (i) receive a lump sum benefit equal to the aggregate of the total balance of his Employee's Regular Voluntary Sub-Account, Employee's Non-Regular Voluntary Sub-Account, Employee's Voluntary Transfer Sub-Account and Voluntary Personal Sub-Account and the Vested Balance of his Employer's Voluntary Sub-Account as of the Dealing Day within 30 days of the later of the following dates (taking into account the effect of Rule 7.3):
  - (a) the date of cessation of employment; or
  - (b) the date on which the Trustee receives the notice of cessation of employment; or
  - (c) the date on which the Trustee receives the duly completed claim from the Member; or
- (ii) have the aggregate benefits described in (i) above be dealt with in accordance with Rule 18.1 below as if they were Accrued Benefits in the Contribution Account.

14.2 The balances of any Units or Accrued Benefits (as the case may be) standing to the credit of the Employer's Voluntary Sub-Account which is in excess of their respective Vested Balances because of the effect of Rule 7.3 shall be credited to the Reserve Account.

15. **BENEFITS ON EMPLOYER'S FAILURE TO MAKE A VOLUNTARY CONTRIBUTION**

15.1 If an Employer has failed, in respect of an Employee Member, to make the Employer's Regular Voluntary Contribution to the Scheme within six (6) months after:-

- the end of the period covered by the payment of such income, if the amount of such Voluntary Contribution required to be made by the Employer is determined by reference to the income derived from the Employee Member's employment with the Employer; or
- the end of the period of employment of the Employee Member with the Employer, if the amount of the relevant contributions required to be made by the Employer is determined by such period.

the relevant Employee Member shall be entitled to request the Trustee to pay him a lump sum benefit equal to the aggregate of the total balance of his Employee's Regular Voluntary Sub-Account, Employee's Non-Regular Voluntary Sub-Account, the Employee's Voluntary Transfer Sub-Account and Voluntary Personal Sub-Account and the Vested Balance of his Employer's Voluntary Sub-Account as at the Dealing

Day which falls within thirty (30) days after the receipt by the Trustee of a written request for such payment in a form as may be prescribed by the Trustee from time to time PROVIDED THAT such request can be submitted to the Trustee only after the expiry of such 6-month period. For the avoidance of doubt, an Employer shall not be considered to have failed to make the Employer's Regular Voluntary Contribution if the Employer elects to terminate the payment under Rule 3.2.1(b).

- 15.2 Any Employee Member who requests payment of Accrued Benefits pursuant to Rule 15.1 shall be responsible for all the tax consequences arising therefrom.
- 15.3 The value of the Units or Accrued Benefits (as the case may be) standing to the credit of the Employer's Voluntary Sub-Account which is in excess of the Employee Member's Vested Balance because of the effect of Rule 7.3 shall be credited to the Reserve Account.

16. **BENEFITS OF VOLUNTARY CONTRIBUTIONS OF SEP MEMBER/  
PERSONAL ACCOUNT MEMBER**

- 16.1 Subject to the provisions or information contained in the relevant Application Form, a SEP Member and a Personal Account Member may withdraw the balance of the SEP Member's Voluntary Sub-Account, SEP Member's Voluntary Transfer Sub-Account and Voluntary Personal Sub-Account (as the case may be) in such frequency as set out in the Offering Document from time to time by giving to the Trustee thirty (30) days' prior written notice (or such shorter notice as the Trustee may agree from time to time) in such a format as prescribed by the Trustee.
- 16.2 Subject to the prior written consent of the Trustee, an SEP Member who has benefits accrued in the SEP Member's Voluntary Sub-Account may request the Trustee to redeem any or all Units standing to the credit of the SEP Member's Voluntary Sub-Account at any time during his self-employment by giving to the Trustee a written notice PROVIDED THAT
  - (i) the number of such redemptions allowed for the SEP Member in a Financial Year shall not exceed, unless the Trustee agrees otherwise, the maximum number as may be specified in the Offering Document;
  - (ii) the minimum amount of each such redemption shall not be less than, unless the Trustee agrees otherwise, such amount as may be specified in the Offering Document; and
  - (iii) the maximum amount of each redemption shall not exceed such limit as may from time to time be prescribed by the Trustee.
- 16.3 The Trustee reserves the right to impose a handling fee up to the maximum level as specified in the Offering Document for each redemption request made under Rule 16.2. Such handling fee shall be deducted from the redemption proceeds.
- 16.4 Any redemption under this Rule 16 shall be effected in accordance with the provisions of Clause 16.

## 16A **FORFEITURE OF VESTED BALANCE**

- 16A.1 If any Member is adjudicated bankrupt on or after the 2018 Restructure Effective Date, then, the vested balance in the Employee's Regular Voluntary Sub-Account, the Employee's Non-Regular Voluntary Sub-Account, the Employee's Voluntary Transfer Sub-Account, and/or the Employer's Voluntary Sub-Account (collectively, the "**Voluntary Accounts**") of such Member shall be automatically forfeited to the Scheme and cease to be accrued benefits (as defined in the MPFS Ordinance) immediately upon the happening of the event set out above, PROVIDED ALWAYS THAT the Trustee shall set aside the amount that would be payable to such Member had such Member ceased to be employed by his Employer upon the date of the happening of the event set out above. The Trustee shall upon such Member thereafter actually ceasing to be employed by his Employer or on his death while employed by his Employer apply the forfeited amounts for the benefit of the Employer (for the purpose of offsetting of long service payment or severance payment or for such other purposes in accordance with the governing rules of the Scheme or other applicable laws and regulations), such Member, and/or one or more of the close relatives (as defined in the MPF Ordinance) of such Member as the Trustee may in its absolute discretion determine.

For the avoidance of doubt, if a Member transferred from Advanced Scheme and/or Basic Scheme has been adjudicated bankrupt before the 2018 Restructure Effective Date and any of his benefit has been forfeited automatically under the Advanced Scheme and/or Basic Scheme upon such adjudication, then, the Trustee shall treat such benefit as forfeited under this Scheme and this Rule 16A shall similarly apply.

- 16A.2 Pending application of any amount forfeited to the Scheme in accordance with Rule 16A.1 above, the Trustee shall hold such amount in cash.
- 16A.3 If the accrued benefits of a Basic Scheme Member or Advanced Scheme Member have been forfeited under the Advanced Scheme or the Basic Scheme, such forfeited amounts shall be retained in the Scheme and the Trustee shall upon such Member thereafter actually ceasing to be employed by his Employer or on his death while employed by his Employer apply the forfeited amounts for the benefit of the Employer (for the purpose of offsetting of long service payment or severance payment or for such other purposes in accordance with the governing rules of the Scheme or other applicable laws and regulations), such Member, and/or one or more of the close relatives (as defined in the MPF Ordinance) of such Member as the Trustee may in its absolute discretion determine.
- 16A.4 Pending application of any amount forfeited to the Scheme in accordance with Rule 16A.3 above, the Trustee shall hold such amount in cash.

## 17. **PRESERVATION OF ACCRUED BENEFITS DERIVED FROM MANDATORY CONTRIBUTIONS/TAX DEDUCTIBLE VOLUNTARY CONTRIBUTIONS**

Notwithstanding anything contained in this Deed, the Rules and/or the Participation Agreement, for the purposes of preserving Accrued Benefits derived from Mandatory Contributions in the Scheme:

- (a) the Trustee shall not pay or otherwise dispose of any part of those Accrued Benefits derived from Mandatory Contributions to any Member or any other person otherwise than in accordance with the provisions of the MPFS Ordinance or the General Regulation;
- (b) no Member shall have any right or entitlement to those Accrued Benefits derived from Mandatory Contributions otherwise than in accordance with the provisions of the MPFS Ordinance and the General Regulation
- (c) no Member shall have any right or entitlement otherwise than in accordance with the provisions of the MPFS Ordinance to any part of those Accrued Benefits in a TVC account.

18. **PORTABILITY OF BENEFITS (OTHER THAN THE BENEFITS IN RESPECT OF AN INDIVIDUAL RELEVANT EMPLOYEE MEMBER)**

18.1.1 When the Employee Member ceases to be employed by an Employer on or after 1 February 2003, the Former Employer must, on or before the date on which the relevant Remittance Statement is required to be lodged under the General Regulation, notify the Trustee -

- (a) of the Employee's cessation of employment,
- (b) of the date on which the employment ceased, and
- (c) further information as requested by the Trustee in its compliance with the applicable provisions of the Employment Ordinance and the MPFS Ordinance, if any, to process such termination of Employee Member's Contribution Account in the Scheme.

18.1.2 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Section 14 of the MPFS Ordinance and Sections 146, 151, 156 and 157 of the General Regulation), if Accrued Benefits of an Employee Member are held in a Contribution Account in the Scheme and the Employee Member ceases to be employed by an Employer, the Employee Member may elect to have those benefits transferred to:

- (a) a Personal Account in the Scheme; or
- (b) a personal account in another master trust scheme nominated by the Employee Member; or
- (c) an existing account of the Employee Member in an industry scheme; or
- (d) if the Employee Member subsequently becomes employed by another employer, the contribution account in the Registered Scheme in which the new employer is participating in relation to that Employee Member.

However, if the accrued benefits are held in a TVC account in the Scheme, those benefits may only be transferred to another TVC account in another Registered Scheme.

An election under this Rule 18.1 is effective;

- (a) in relation to a Personal Account in the Scheme, when written notice of the election and all the information as requested by the Trustee in its compliance with the applicable provisions of the Employment Ordinance and the MPFS Ordinance, if any, to process the transfer are given to the Trustee; and
- (b) in relation to an account referred to in Rule 18.1.2(b), (c) or (d), when written notice is given to the approved trustee of the other scheme.

18.2 If an Employee Member fails to notify an election in accordance with Section 146 of the General Regulation within 3 months after the Trustee has been notified by the former Employer or by the Employee Member that the Employee Member has ceased to be employed by the former Employer:

- (a) the Employee Member is taken at the end of that period to have elected to have his Accrued Benefits held in the Contribution Account concerned in the Scheme transferred to a separate Personal Account in the Scheme; and
- (b) the Trustee is taken at the end of that period to have been notified of the election.

18.3 Subject to Rule 19.1, the provisions of the MPFS Ordinance and the General Regulation (including without limitation Section 14 of the MPFS Ordinance and Section 148 of the General Regulation), if Accrued Benefits of a SEP Member are held in a Contribution Account in the Scheme, the SEP Member may, at any time, elect to have those benefits transferred to:

- (a) an account in another master trust scheme nominated by the SEP Member; or
- (b) an existing account of the SEP Member in an industry scheme; or
- (c) an account in an industry scheme to which the SEP Member is eligible to belong; or
- (d) if the SEP Member subsequently becomes employed by an employer, to the contribution account in the Registered Scheme in which the employer is participating in relation to the SEP Member.

18.4 If a SEP Member fails to notify an election in accordance with Section 148 of the General Regulation within 3 months after the Trustee has been notified that the SEP Member has ceased to be self-employed:

- (a) the SEP Member is taken at the end of that period to have elected not to have his Accrued Benefits held in his Contribution Account transferred under this Rule

18.4 but to transfer the benefits in that account to a Personal Account of the Scheme; and

- (b) the Trustee is taken at the end of that period to have been notified of the election.

18.4A 18.4A.1 This Rule 18.4A shall not apply where an Employee Member has ceased to be employed by his Employer as referred to in Rules 14 and 18.1.2.

18.4A.2 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Section 148A of the General Regulation),

- (i) if Accrued Benefits of an Employee Member are held in an Employee's Mandatory Sub-Account in the Scheme, the Employee Member may, at any time, subject to Rule 18.4A.4, elect to have all Accrued Benefits in such sub-account transferred to:

- (a) a Personal Account in the Scheme; or

- (b) a personal account in another Registered Scheme which is a master trust scheme or an industry scheme nominated by the Employee Member; and

- (ii) if Accrued Benefits of an Employee Member are held in an Employee's Regular Voluntary Sub-Account, Employee's Non-Regular Voluntary Sub-Account or Employee's Voluntary Transfer Sub-Account in the Scheme, the Employee Member shall not be permitted to transfer any of such Accrued Benefits out of such sub-accounts except otherwise allowed under the Rules. Notwithstanding the foregoing, upon request of the Employee Member, the Trustee reserves the sole and absolute discretion to approve the transfer of all the Accrued Benefits in one or more of such sub-accounts to a Personal Account of the Employee Member in the Scheme or a personal account of the Employee Member in another Registered Scheme nominated by the Employee Member.

18.4A.3 An election under Rule 18.4A.2 is effective,

- (a) in relation to a Personal Account in the Scheme, when written notice of the election in the prescribed format is given to the Trustee; and
- (b) in relation to a personal account referred to in Rules 18.4A.2(i)(b) and 18.4A.2(ii) when written notice is given to the approved trustee of the other scheme.

18.4A.4 Notwithstanding Rule 18.4A.2, an election under Rule 18.4A.2(i) may be made by an Employee Member only once in every calendar year.



- 18.4B 18.4B.1 This Rule 18.4B shall not apply where an Employee Member has ceased to be employed by his Employer as referred to in Rules 14 and 18.1.
- 18.4B.2 Subject to the provisions of the MPFS Ordinance and the General Regulation (including without limitation Section 148B of the General Regulation), if Accrued Benefits of an Employee Member are held in an Employee's Mandatory Transfer Sub-Account in the Scheme, the Employee Member may, at any time, elect to have all Accrued Benefits in such sub-account transferred to:
- (a) another Contribution Account in the Scheme nominated by the Employee Member; or
  - (b) a contribution account in another Registered Scheme nominated by the Employee Member; or
  - (c) a Personal Account in the Scheme nominated by the Employee Member; or
  - (d) a personal account in another Registered Scheme which is a master trust scheme or an industry scheme nominated by the Employee Member.
- 18.4B.3 An election under Rule 18.4B.2 is effective,
- (a) in relation to a Contribution Account in the Scheme referred to in Rule 18.4B.2(a), when written notice of the election in the prescribed format is given to the Trustee; or
  - (b) in relation to a contribution account in another Registered Scheme referred to in 18.4B.2(b), when written notice is given to the approved trustee of the other Registered Scheme; or
  - (c) in relation to a Personal Account in the Scheme referred to in Rule 18.4B.2(c), when written notice of the election in the prescribed format is given to the Trustee; or
  - (d) in relation to a personal account in another Registered Scheme which is a master trust scheme or an industry scheme referred to in Rule 18.4B.2(d), when written notice is given to the approved trustee of the other scheme.
- 18.5 18.5.1 Subject to Rule 19.1, the provisions in the MPFS Ordinance and the General Regulation (without limitation Section 14 of the MPFS Ordinance and Section 149 of the General Regulation), a Member may at any time elect to have all the Accrued Benefits held in a Personal Account in the Scheme transferred to:
- (a) a Contribution Account in the Scheme nominated by the Member; or

- (b) a contribution account in another Registered Scheme nominated by the Member; or
- (c) another Personal Account in the Scheme nominated by the Member; or
- (d) a personal account in another Registered Scheme which is a master trust scheme or an industry scheme nominated by the Member.

18.5.2 An election under Rule 18.5.1 is effective,

- (a) in relation to a Contribution Account in the Scheme referred to in Rule 18.5.1(a), when written notice of the election in the prescribed format is given to the Trustee; or
- (b) in relation to a contribution account in another Registered Scheme referred to in Rule 18.5.1(b), when written notice is given to the approved trustee of the other Registered Scheme; or
- (c) in relation to a Personal Account in the Scheme referred to in Rule 18.5.1(c), when written notice of the election in the prescribed format is given to the Trustee; or
- (d) in relation to a personal account in another Registered Scheme which is a master trust scheme or an industry scheme referred to in Rule 18.5.1(d), when written notice is given to the approved trustee of the other scheme.

18.5A 18.5A.1 Subject to Rule 19.1, the provisions in the MPFS Ordinance and the General Regulation (without limitation Section 14 of the MPFS Ordinance and Section 149A of the General Regulation), a Member may at any time elect to have all the Accrued Benefits held in a TVC Account in the Scheme transferred to another TVC account of the Member in another Registered Scheme which the Member is eligible to join.

18.5A.2 An election under Rule 18.5A.1 is effective, in relation to a TVC account in another Registered Scheme which the Member is eligible to join, when written notice is given to the approved trustee of the other Registered Scheme.

18.6 Subject to the provision of Section 157 of the General Regulation and PROVIDED THAT all the information requested by the Trustee in relation to the transfer has been given in the written notice of election to the Trustee, the Trustee shall within:

- (a) thirty (30) days after being notified of the election by an approved trustee of another Registered Scheme pursuant to Section 153 of the General Regulation; or

- (b) if an election is made by an employee who ceases to be employed by his Employer in the Scheme, thirty (30) days after the last contribution day in respect of the employment that has ceased,

whichever is later, take all practicable steps to ensure that all the accrued benefits concerned are transferred in accordance with the election made or taken to have been made. As soon as practicable after making a transfer payment to another Registered Scheme, the Trustee must provide the outgoing Members concerned a transfer statement containing the information set out in Section 154(1) of the General Regulation.

18.7A Subject to the provisions of Section 157 of the General Regulation, the Trustee after being notified of an election under Rule 18.1.2(a), Rule 18.4A.3(a), Rule 18.4B.3(a) or (c), or Rule 18.5.1(a) or (c), PROVIDED THAT all the information as required by the Trustee (in its compliance with the applicable provisions of the Employment Ordinance and the MPFS Ordinance, if any) in relation to the transfer has been given in the written notice of election to the Trustee, shall within:

- (a) thirty (30) days after being so notified; or
- (b) if an election is made by an Employee Member who ceases to be employed by his Employer in the Scheme, within 30 days after the last contribution day in respect of the employment that has ceased,

whichever is later, arrange for the Accrued Benefits concerned to be transferred to the relevant Personal Account in accordance with the election.

18.7B Subject to the provisions of Section 157 of the General Regulation, the Trustee shall, within thirty (30) days after being taken to have been notified under Rule 18.2, arrange for the Accrued Benefits concerned to be transferred to the relevant Personal Account in accordance with the election PROVIDED THAT all the information as required by the Trustee (in its compliance with the applicable provisions of the Employment Ordinance and the MPFS Ordinance, if any) in relation to the transfer has been given to the Trustee.

18.8 After the making of a transfer payment under this Rule or otherwise under the MPFS Ordinance and/or the General Regulation, the Members concerned, and Employer of such Members and any other person who would receive a benefit in respect of the Member shall have no claim under the Scheme in respect of the benefits to which the payment relates and the Trustee and the Trust Fund shall be discharged of all liability for payment of those benefits to the Member and any other person.

18.9 An election made under this Rule 18 must be in a form specified or approved by the MPF Authority.

18.10 This Rule 18 does not apply to an Individual Relevant Employee Member who makes Flexi Retirement Contribution. Benefits held in the Individual Relevant Employee

Member's Voluntary Sub-Account shall be retained in the Scheme unless otherwise withdrawn upon request.

**19. CESSATION OF PARTICIPATION IN THE SCHEME**

- 19.1 Any Employer, SEP Member, an Individual Relevant Employee Member, TVC Member or Personal Account Member may at any time cease to participate in the Scheme by giving a written notice to the Trustee. An Employer who wants to cease its participation in the Scheme under this Rule may provide the notice to the Trustee personally or through the trustee of the new mandatory provident scheme to which the Employer shall participate.
- 19.2 Notwithstanding the above, the membership of an Employee Member, SEP Member, Individual Relevant Employee Member, TVC Member, Personal Account Member or Employer may be terminated by the Trustee in accordance with Rules 2.1.5 and 2.1.6.
- 19.3 Subject to Rules 19.1 and 19.2, the relevant provisions of the MPFS Ordinance and the General Regulation, an Employer who ceases to participate in the Scheme under Rule 19.1 or 19.2 shall have the right to elect to have the Accrued Benefits of its Employee Members held in the Contribution Accounts of such Employee Members in respect of the Employee Member's employment with the Employer transferred to another Registered Scheme in which the Employer is a participant.
- 19.4 An Employee Member, SEP Member or a Personal Account Member who ceases to participate in the Scheme under Rule 19.1 or 19.2 shall have the right to elect to have his benefits kept in the Scheme transferred in accordance with Part XII of the General Regulation.
- 19.4A An Individual Relevant Employee Member who ceases to participate in the Scheme under Rule 19.1 or 19.2 (whichever is applicable) shall be entitled to receive the value of his benefit kept in the respective Sub-scheme in accordance with Clause 16 accordingly.
- 19.4B A TVC Member who ceases to participate in the Scheme under Rule 19.1 or 19.2 shall elect to transfer all of his accrued benefits to another TVC account which the Member is eligible to join in accordance with Rule 18.5A.
- 19.5 Upon transfer of the assets attributable to a Sub-Scheme to another Registered Scheme or upon payment of benefits to an Individual Relevant Employee Member under Rule 19.4A, the Trustee shall have no further liabilities or obligations whatsoever in relation to the Employer, Employee Members, the Personal Account Member, the Individual Relevant Employee Member, TVC Member or the SEP Member of the relevant Sub-Scheme or to any other person who is entitled to make a claim under that Sub-Scheme or the Scheme and any relevant Participating Agreement shall be automatically terminated.
- 19.6 An Employee Member (other than a Casual Employee) shall cease to participate in the Scheme when his employment terminates in such a manner mentioned in item 7 Part 1 Schedule 1 of the MPF Ordinance.

20. **PAYMENT OF BENEFITS AND WITHDRAWAL/TRANSFER OF OVERPAYMENT**

20.1 20.1.1 Subject to the applicable provisions in Clause 16 of this Deed regarding redemption of Constituent Fund and Section 167 of the General Regulation and PROVIDED THAT all of the conditions in Rule 20.1.2 are satisfied, the Trustee must:

- (a) (if the relevant Accrued Benefits are paid in a lump sum) ensure that such Accrued Benefits are paid to the claimant within the appropriate time limits set out in Section 166(1A) and in accordance with Section 35A of the General Regulation;
- (b) (if the relevant Accrued Benefits are paid by instalments) unless otherwise agreed between the Trustee and the claimant, ensure that each instalment is paid to the claimant within the time limits set out in Section 166(1B) and in accordance with Section 35B of the General Regulation.

The necessary transaction costs of any payments of the relevant Accrued Benefits from the Scheme (whether in the form of lump sum payment or payment by instalments) may be charged to or imposed on a Member, or deducted from a Member's account to the extent permitted by Sections 35A and 35B of the General Regulation.

20.1.2 The conditions referred to in Rule 20.1.1 above are:

- (a) a claim for the payment of a Member's Accrued Benefits is lodged with the Trustee in accordance with Part XIII of the General Regulation; and
- (b) the claimant satisfies the Trustee that the claimant is entitled to be paid those benefits.

20.1.3 If after paying Accrued Benefits to a claimant in accordance with Rule 20.1.1, the Trustee receives an outstanding contribution or contribution surcharge for the benefit of the claimant, the Trustee must pay the contribution or surcharge to the claimant as soon as practicable after receiving it.

20.1.4 If a Member is entitled to a payment of benefits by instalments under the Rules, the Member may request to withdraw the instalments in such a manner as may be prescribed by the Trustee from time to time subject to the MPFS Ordinance and its subsidiary legislation.

20.2 When the Trustee pays Accrued Benefits to a claimant in accordance with Part XIII of the General Regulation, the Trustee must ensure that the claimant is provided with a benefit payment statement containing the following information:

- (a) the name of the Trustee, the name of the Scheme and the account number of the account from which the payment is made;

- (b) the name and address of the Member concerned;
  - (c) the total amount of the Accrued Benefits paid to the claimant and the date on which the benefits were paid to the claimant;
  - (d) an itemised statement of any expenses relating to the payment of the Accrued Benefits that were deducted from those benefits by the Trustee before making the payment;
  - (e) if any contribution or contribution surcharge was outstanding at the time of the payment:
    - (i) the fact that a contribution or surcharge is outstanding; and
    - (ii) the amount of the contribution or surcharge if known to the Trustee; and
    - (iii) if the contribution or surcharge was irrecoverable, the fact that it is irrecoverable and the amount concerned if known to the Trustee; and
  - (f) any other information as may be specified in the manner described under Section 168 of the General Regulation and the relevant Guidelines issued by the MPF Authority.
- 20.3 The Trustee may deduct from the payment of benefits made under the Rules the amount it is required or entitled under the prevailing law to deduct in respect of any income taxes or other taxes, duties, charges or assessments whatsoever.
- 20.4 The Trustee shall not be liable to account to any Employer or Member or otherwise for any payment made or suffered by the Trustee in good faith to any duly empowered fiscal authority of Hong Kong or elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under this Deed and the Participation Agreement notwithstanding that any such payment ought not to be or need not have been made or suffered.
- 20.5 Subject to any prevailing legal restrictions, the Trustee shall make payment of moneys due to an Employer or Member in accordance with the provisions of the Scheme in Hong Kong dollars or such other currency as the Trustee sees fit or in such other currency as may be agreed between the relevant recipient and the Trustee. Payment shall be made in Hong Kong or such other place as may be agreed between the Trustee and the recipient. In the event of payment being requested in a currency other than Hong Kong dollars or in a place outside Hong Kong, the Trustee may deduct the costs of conversion and transmission (as the case may be) from the moneys payable. The applicable rate of exchange for such conversion shall be such prevailing rate as the Trustee considers appropriate. Any moneys payable by the Trustee shall as the Trustee thinks fit be paid by cheque or warrant or by telegraphic transfer to the recipient. Any cheque or warrant may be sent through the post to the address of the recipient as shown in the records of the Trustee. Every such cheque or warrant shall be made payable to the order of the person to whom it is delivered or sent and payment of the cheque or

warrant shall be deemed satisfaction of the moneys payable. Where payment is by telegraphic transfer, the Trustee shall be entitled to deduct the costs thereof from the moneys and payment shall be made to such account as designated by the recipient.

- 20.6 Subject to any applicable provisions under the MPF legislation, any Overpayment can be withdrawn by and paid to the payer of the same save for any Overpayment made by an Employer, such Overpayment can be transferred to the Reserve Account of the Employer or withdrawn at the relevant Employer's request subject to the approval of the Trustee, which will not be unreasonably withheld. For the avoidance of doubt, this Rule 20.6 does not apply to an Individual Relevant Employee Member who makes Flexi Retirement Contribution and TVC Member who makes Tax Deductible Voluntary Contribution.
- 20.7 Any of the withdrawal or transfer under Rule 20.6 should be notified by the relevant claimant to the Trustee in writing immediately upon the happening of the Condition Subsequent or upon the discovery of the said mistake or error mentioned in Rule 3.9. Relevant redemption and refund shall be made subject to the applicable provisions in Clause 16 of this Deed regarding redemption of Constituent Fund. In respect of any request for the Overpayment to be transferred to the Reserve Account of the Employer, relevant redemption and transfer to the Reserve Account shall be made subject to Clause 16 of this Deed regarding redemption of Constituent Fund.
- 20.8 For the avoidance of doubt, the said withdrawal or transfer amount under Rule 20.6 shall be calculated in the same manner and in accordance with Clause 16.2 of the Deed by way of redemption.

## 21. **MISCELLANEOUS**

### 21.1 **Benefits Non-assignable**

Any benefit under the Scheme shall be strictly personal and non-assignable. No part of any Accrued Benefits derived from Mandatory Contributions kept under the Scheme shall be taken in execution of a judgment debt or be the subject of any charge, pledge, lien, mortgage, transfer, assignment or alienation by or on behalf of a Member and any purported disposition to the contrary is void.

### 21.2 **Unclaimed Benefits**

21.2.1 Any benefit which is not claimed after the date on which it becomes payable shall be treated in accordance with the provisions in Part XIII of the General Regulation relating to unclaimed benefits.

21.2.2 All unclaimed benefits regarded as such by Part XIII of the General Regulation will be allocated by the Trustee to the Interest Fund within 30 days save as otherwise provided in such other procedures followed by the Trustee.

### 21.3 **Power to deduct from payment from a Scheme**

21.3.1 The Accrued Benefits of any Employee Member derived from Voluntary Contributions (if any) paid in respect of the relevant Employee Member by the

relevant Employee Member's Employer and kept under the relevant Sub-scheme shall stand charged with the payment of any debts or liabilities to such Employer arising out of any criminal, negligent or fraudulent act or omission of the Employee Member. The Trustee may rely on a written confirmation from the Employer.

21.3.2 Where any liability arises to pay any tax or other expense in respect of any benefit under a Scheme, the Trustee may deduct the amount payable from the benefit.

21.3.3 The Trustee may, at the request of the Employer (which request shall be made by submitting a form prescribed by the Trustee) and to the extent allowed by laws, reduce any benefit paid or payable under the Scheme to an Employee Member to take account of any severance payment or long service payment paid or payable to that Member under the Employment Ordinance. The Trustee may pay the amount of any such reduction to the Employer.

21.3.4 The Trustee may, at the request of the Employer and to the extent allowed by law, forfeit to the Reserve Account any benefit which derives from the Employer's Regular Voluntary Contributions or Employer's Non-Regular Voluntary Contributions to the relevant Sub-scheme in respect of an Employee Member who has been dismissed by the Employer (or who has resigned to avoid dismissal) because of fraud, dishonesty or gross misconduct against the Employer. The Trustee may rely on a written confirmation of the Employer, and may pay the amount of any such reduction to the Employee Member's Employer.

#### 21.4 Mis-statement of Information

If any mis-statement is made by a Member as to any relevant matter, the Trustee shall be entitled to make adjustments to the benefits payable in respect of the Member.

#### 21.5 Use of Reserve Account

The amounts in the Reserve Account may be:

- (a) used in the manner as set out in other provisions in the Trust Deed and the Rules; or
- (b) refunded to the Employer.

#### 22. GOVERNING LAW

These Rules shall be governed by the laws of Hong Kong Special Administrative Region.



**IN WITNESS WHEREOF** this Deed has been executed by the Trustee on the day and year first above written.

SEALED with the Common Seal of )  
**MANULIFE PROVIDENT FUNDS** )  
**TRUST COMPANY LIMITED** )  
in the presence of : )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )

**Dated May 14, 2021**

MANULIFE PROVIDENT FUNDS TRUST COMPANY LIMITED

---

**FIRST SUPPLEMENTAL DEED**

**relating to**

**MANULIFE GLOBAL SELECT (MPF) SCHEME  
宏利環球精選(強積金)計畫**

---

THIS FIRST SUPPLEMENTAL DEED is made on the 14th day of May 2021.

BY:

**Manulife Provident Funds Trust Company Limited** whose registered office is at 22/F, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong (the "**Trustee**").

WHEREAS:

- (A) The Manulife Global Select (MPF) Scheme was constituted by a master trust deed (as amended from time to time and in particular by a master trust deed dated 14 September 2020) (collectively hereinafter referred to as the "**Trust Deed**").
- (B) Pursuant to Clause 9 of the Trust Deed and subject to the prior approval of the SFC and the MPF Authority, the Trustee may from time to time by deed amend or extend any of the provisions of the Trust Deed in such manner and to such extent as it may consider expedient.
- (C) The Trustee wishes to amend the provisions of the Trust Deed and the Rules in the manner as set out in this First Supplemental Deed (the "**Deed**").
- (D) This Deed takes effect on the date it is made with all amendments effective immediately unless otherwise specified.

NOW THIS DEED WITNESSES as follows:

**1. Terms and Expressions**

This Deed is supplemental to the Trust Deed. Terms and expressions defined in the Trust Deed shall have the same meaning when used in this Deed unless the context otherwise requires or indicates.

**2. Amendments to the Trust Deed**

Pursuant to its powers contained in Clause 9 of the Trust Deed, the Trustee amends the Trust Deed and the Rules in the manner set out in the Schedule to this Deed, which shall take effect from 14 May 2021, unless otherwise specified.

**3. Miscellaneous**

- (a) Save as expressly amended by the provisions of this Deed, the provisions of the Trust Deed shall remain in full force and effect.
- (b) This Deed shall be governed by and construed in accordance with the laws of Hong Kong.

## Schedule

1. The following definitions in Clause 1 shall be deleted without replacement:

"2020 Retirement Fund"	"Healthcare Fund"
"2025 Retirement Fund"	"Hong Kong Equity Fund"
"2030 Retirement Fund"	"Hong Kong Bond Fund"
"2035 Retirement Fund"	"International Equity Fund"
"2040 Retirement Fund"	"International Bond Fund"
"2045 Retirement Fund"	"ITCIS"
"Age 65 Plus Fund"	"Japan Equity Fund"
"Aggressive Fund"	Management Fees"
"China Value Fund"	"Maturity Date"
"Core Accumulation Fund"	"North American Equity Fund"
"European Equity Fund"	"Pacific Asia Bond Fund"
"Fidelity Growth Fund"	"RMB Bond Fund"
"Fidelity Stable Growth Fund"	"Smart Retirement Fund"
"Growth Fund"	"Subscription Closure Period"
"Hang Seng Index Tracking Fund"	

2. The following definitions in Clause 1 shall be amended as set out below:

"Conservative Fund"	means the "Conservative Fund" as defined in the Offering Document from time to time;
"DIS Funds"	means the "DIS CF(s)" as defined in the Offering Document from time to time;
"Retirement Funds"	means the "Retirement Funds" as defined in the Offering Document from time to time;
"Stable Fund"	means the "Stable Fund" as defined in the Offering Document from time to time;
"Interest Fund"	means the "Interest Fund" as defined in the Offering Document from time to time;

3. Clause 11.1.1 shall be amended as set out below:

"11.1.1 In exercise of its powers under Clause 10, the Trustee may from time to time establish Constituent Funds."

4. Clause 11.1.2 shall be deleted without replacement, and Clauses 11.1.3 and 11.1.4 shall be renumbered as Clauses 11.1.2 and 11.1.3, respectively.

5. Clauses 11.11, 11.12, 11.13, 11.14, 11.15, 11.16 and 11.17 shall be deleted and replaced with the following:

[INTENTIONALLY DELETED]

6. Rule 8A that was stated to be applicable before June 1, 2020 shall be removed in its entirety.

**IN WITNESS** whereof this Deed has been executed by the party hereto on the day and year first above written.

SEALED with the Common Seal of       )  
**MANULIFE PROVIDENT FUNDS**       )  
**TRUST COMPANY LIMITED**       )  
in the presence of:-       )

**Dated May 13, 2022**

MANULIFE PROVIDENT FUNDS TRUST COMPANY LIMITED

---

**SECOND SUPPLEMENTAL DEED**

**relating to**

**MANULIFE GLOBAL SELECT (MPF) SCHEME**  
**宏利環球精選(強積金)計畫**

---

THIS SECOND SUPPLEMENTAL DEED is made on the 13<sup>th</sup> day of May 2022.

BY:

**Manulife Provident Funds Trust Company Limited** whose registered office is at 22/F, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong (the "**Trustee**").

WHEREAS:

- (A) The Manulife Global Select (MPF) Scheme was constituted by a master trust deed (as amended from time to time and in particular by a master trust deed dated 14 September 2020 and a first supplemental deed dated 14 May 2021) (collectively hereinafter referred to as the "**Trust Deed**").
- (B) Pursuant to Clause 9 of the Trust Deed and subject to the prior approval of the SFC and the MPF Authority, the Trustee may from time to time by deed amend or extend any of the provisions of the Trust Deed in such manner and to such extent as it may consider expedient.
- (C) The Trustee wishes to amend the provisions of the Trust Deed and the Rules in the manner as set out in this Second Supplemental Deed (the "**Deed**").
- (D) This Deed takes effect on the date it is made with all amendments effective immediately unless otherwise specified.

NOW THIS DEED WITNESSES as follows:

**1. Terms and Expressions**

This Deed is supplemental to the Trust Deed. Terms and expressions defined in the Trust Deed shall have the same meaning when used in this Deed unless the context otherwise requires or indicates.

**2. Amendments to the Trust Deed**

Pursuant to its powers contained in Clause 9 of the Trust Deed, the Trustee amends the Trust Deed and the Rules in the manner set out in the Schedule to this Deed, which shall take effect from 13 October 2022, unless otherwise specified.

**3. Miscellaneous**

- (a) Save as expressly amended by the provisions of this Deed, the provisions of the Trust Deed shall remain in full force and effect.
- (b) This Deed shall be governed by and construed in accordance with the laws of Hong Kong.

### Schedule

1. The following definition in Clause 1 shall be amended as set out below:

**“Management Fees”**

management fees as referred to in section 5 of the Offering Document and comprises fees payable at the Constituent Fund level and those payable at the underlying fund level;

2. A new Clause 19.8A shall be added as set out below:

“19.8A Notwithstanding any other provisions of the Trust Deed, no prior notice shall be required for any change to any fees which form part of the Management Fees if any such change will not result in an increase in the Management Fees.”



Raymond Ng  
Director

**Dated May 12, 2023**

MANULIFE PROVIDENT FUNDS TRUST COMPANY LIMITED

---

**THIRD SUPPLEMENTAL DEED**

**relating to**

**MANULIFE GLOBAL SELECT (MPF) SCHEME  
宏利環球精選(強積金)計畫**

---

THIS THIRD SUPPLEMENTAL DEED is made on the 12<sup>th</sup> day of May 2023.

BY:

**Manulife Provident Funds Trust Company Limited** whose registered office is at 22/F, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong (the "**Trustee**").

WHEREAS:

- (A) The Manulife Global Select (MPF) Scheme was constituted by a master trust deed (as amended from time to time and in particular by a master trust deed dated 14 September 2020, a first supplemental deed dated 14 May 2021 and a second supplemental deed dated 13 May 2022) (collectively hereinafter referred to as the "**Trust Deed**").
- (B) Pursuant to Clause 9 of the Trust Deed and subject to the prior approval of the SFC and the MPF Authority, the Trustee may from time to time by deed amend or extend any of the provisions of the Trust Deed in such manner and to such extent as it may consider expedient.
- (C) The Trustee wishes to amend the provisions of the Trust Deed and the Rules in the manner as set out in this Third Supplemental Deed (the "**Deed**").
- (D) This Deed takes effect on the date it is made with all amendments effective immediately unless otherwise specified.

NOW THIS DEED WITNESSES as follows:

**1. Terms and Expressions**

This Deed is supplemental to the Trust Deed. Terms and expressions defined in the Trust Deed shall have the same meaning when used in this Deed unless the context otherwise requires or indicates.

**2. Amendments to the Trust Deed**

Pursuant to its powers contained in Clause 9 of the Trust Deed, the Trustee amends the Trust Deed and the Rules in the manner set out in the Schedule to this Deed, which shall take effect from May 12, 2023.

**3. Miscellaneous**

- (a) Save as expressly amended by the provisions of this Deed, the provisions of the Trust Deed shall remain in full force and effect.
- (b) This Deed shall be governed by and construed in accordance with the laws of Hong Kong.

**IN WITNESS** whereof this Deed has been executed by the party hereto on the day and year first above written.

SEALED with the Common Seal of )  
**MANULIFE PROVIDENT FUNDS** )  
**TRUST COMPANY LIMITED** )  
in the presence of:- )

)  
)  
) Ellen Leung  
) Chief Executive Officer  
) & Director  
)

)  
)  
)  
)  
)  
)  
)  
)  
) Raymond Ng  
) Director  
)

## Schedule

1. Rule 8.2 of the Appendix to the Trust Deed shall be replaced in its entirety with the following:

"8.2 If a Member remains in the continuous employment of his Employer (in the case of an Employee Member) or self-employment (in the case of a SEP Member) after his Normal Retirement Age, he may elect to remain as a Member and continue to make Voluntary Contributions to the Scheme. Notwithstanding that an Employee Member elects to remain as an Employee Member of the Scheme and continue to pay Voluntary Contribution to the Scheme:

- (i) the Employer of the Employee Member is not obliged to make Voluntary Contribution after the Employee Member reaches Normal Retirement Age unless the Participation Agreement of the relevant Sub-Scheme so specifies; and
- (ii) subject to the terms of the relevant Participation Agreement (so far as Accrued Benefits attributable to the Voluntary Contributions are concerned) and Rule 8A below, the Member shall be entitled to receive at any time after attaining Normal Retirement Age the entirety of his Accrued Benefits being paid (a) in a lump sum benefit equal in value to the amount of his Combined Balance as at any Dealing Day; or (b) by instalments."

2. Rule 16A of the Appendix to the Trust Deed shall be replaced in its entirety with the following:

"16A **FORFEITURE OF VESTED BALANCE**

- 16A.1 (a) If any Member is adjudicated bankrupt on or after the 2018 Restructure Effective Date but before May 12, 2023, then, the vested balance in the Employee's Regular Voluntary Sub-Account, the Employee's Non-Regular Voluntary Sub-Account, the Employee's Voluntary Transfer Sub-Account, and/or the Employer's Voluntary Sub-Account (collectively, the "**Voluntary Accounts**") of such Member shall be automatically forfeited to the Scheme and cease to be accrued benefits (as defined in the MPFS Ordinance) immediately upon the happening of the event set out above, PROVIDED ALWAYS THAT the Trustee shall set aside the amount that would be payable to such Member had such Member ceased to be employed by his Employer upon the date of the happening of the event set out above. The Trustee shall upon such Member thereafter actually ceasing to be employed by his Employer or on his death while employed by his Employer apply the forfeited amounts for the benefit of the Employer (for the purpose of offsetting of long service payment or severance payment or for such other purposes in accordance with the governing rules of the Scheme or other applicable laws and regulations), such Member, and/or one or more of the close relatives (as defined in the MPF Ordinance) of such Member as the Trustee may in its absolute discretion determine.
- (b) For the avoidance of doubt, if a Member transferred from Advanced Scheme and/or Basic Scheme has been adjudicated bankrupt before the 2018 Restructure Effective Date and any of his benefit has been forfeited automatically under the Advanced Scheme and/or Basic Scheme upon such adjudication, then, the Trustee shall treat such benefit as forfeited under this Scheme and this Rule 16A shall similarly apply.
- (c) Pending application of any amount forfeited to the Scheme in accordance with Rule 16A.1(a) or (b) above, the Trustee shall hold such amount in cash.

- 16A.2 If a Member is adjudicated bankrupt on or after May 12, 2023, then, the balance in the Employer's Voluntary Sub-Account shall be automatically forfeited to the Scheme and cease to be accrued benefits (as defined in the MPFS Ordinance) immediately upon the happening of the event set out above, and the Trustee shall upon such Member thereafter actually ceasing to be employed by his Employer or on his death while employed by his Employer apply the forfeited amounts for the benefit of the Employer (for the purpose of offsetting of long service payment or severance payment or for such other purposes in accordance with the governing rules of the Scheme or other applicable laws and regulations), such Member, and/or one or more of the close relatives (as defined in the MPF Ordinance) of such Member as the Trustee may in its absolute discretion determine.
- 16A.3 (a) If the accrued benefits of a Basic Scheme Member or Advanced Scheme Member have been forfeited under the Advanced Scheme or the Basic Scheme, such forfeited amounts shall be retained in the Scheme and the Trustee shall upon such Member thereafter actually ceasing to be employed by his Employer or on his death while employed by his Employer apply the forfeited amounts for the benefit of the Employer (for the purpose of offsetting of long service payment or severance payment or for such other purposes in accordance with the governing rules of the Scheme or other applicable laws and regulations), such Member, and/or one or more of the close relatives (as defined in the MPF Ordinance) of such Member as the Trustee may in its absolute discretion determine.
- (b) Pending application of any amount forfeited to the Scheme in accordance with Rule 16A.3(a) above, the Trustee shall hold such amount in cash.
- 16A.4 Notwithstanding anything in the preceding provisions of this Rule 16A, where an Employer or the Member (as the case may be) notifies the Trustee that: (i) the Member is entitled to a severance payment or long service payment and the amount of such entitlement (such notification to occur within such period following the termination of employment of the Member as the Trustee may determine and notify to the Employer), and (ii) the Employer has not paid the Member such amount, then the Member shall become immediately entitled to payment of an amount equal to the sum notified to the Trustee by the Employer or the Member (as the case may be) or, if such entitlement is more than the amount of any benefit forfeited in accordance with or otherwise as described in Rule 16A, an amount equal to the forfeited benefit, provided that the Member's entitlement under this Rule 16A.4 shall not exceed such part of the forfeited amount that is attributable to the Employer's contributions."

**Dated May 9, 2025**

MANULIFE PROVIDENT FUNDS TRUST COMPANY LIMITED

---

**FOURTH SUPPLEMENTAL DEED**

**relating to**

**MANULIFE GLOBAL SELECT (MPF) SCHEME**  
**宏利環球精選(強積金)計畫**

---

THIS FOURTH SUPPLEMENTAL DEED is made on the 9<sup>th</sup> day of May 2025.

BY:

**Manulife Provident Funds Trust Company Limited** whose registered office is at 22/F, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong (the "**Trustee**").

WHEREAS:

- (A) The Manulife Global Select (MPF) Scheme was constituted by a master trust deed (as amended from time to time and in particular by a master trust deed dated 14 September 2020, a first supplemental deed dated 14 May 2021, a second supplemental deed dated 13 May 2022 and a third supplemental deed dated 12 May 2023) (collectively hereinafter referred to as the "**Trust Deed**").
- (B) Pursuant to Clause 9 of the Trust Deed and subject to the prior approval of the SFC and the MPF Authority, the Trustee may from time to time by deed amend or extend any of the provisions of the Trust Deed in such manner and to such extent as it may consider expedient.
- (C) The Trustee wishes to amend the provisions of the Trust Deed and the Rules in the manner as set out in this Fourth Supplemental Deed (the "**Deed**").
- (D) This Deed takes effect on the date it is made with all amendments effective immediately unless otherwise specified.

NOW THIS DEED WITNESSES as follows:

**1. Terms and Expressions**

This Deed is supplemental to the Trust Deed. Terms and expressions defined in the Trust Deed shall have the same meaning when used in this Deed unless the context otherwise requires or indicates.

**2. Amendments to the Trust Deed**

Pursuant to its powers contained in Clause 9 of the Trust Deed, the Trustee amends the Trust Deed and the Rules in the manner set out in the Schedule to this Deed, which shall take effect from October 2, 2025.

**3. Miscellaneous**

- (a) Save as expressly amended by the provisions of this Deed, the provisions of the Trust Deed shall remain in full force and effect.
- (b) This Deed shall be governed by and construed in accordance with the laws of Hong Kong.





### **Schedule**

1. Clauses 11.1.1 and 11.1.2 shall be replaced in their entirety with the following:
  - "11.1.1 In exercise of its powers under Clause 10, with the approval of the MPF Authority and the SFC, the Trustee may from time to time establish Constituent Funds with their investment objectives and policies set out in the Offering Document.
  - 11.1.2 Subject to the approval of the MPF Authority and the SFC, the Trustee may change the investment objectives and policies of any of the Constituent Funds by giving at least one month's notice (or if the MPF Authority and/or the SFC may require a notice period of up to three months, such other notice period) in writing to the Scheme Participants."