

**Risk
Spectrum
of the Fund**

4
**Medium
to Low**

Summary Prospectus Q & A

Manulife Strength - Foreign Fixed Income Fund 3Y (MS-FFI3Y)

- Investment in mutual fund unit is not a deposit and involves risks. Investors should invest in Manulife Strength - Foreign Fixed Income Fund 3Y only when they deem that investing in this Fund suits their own investment objectives and are able to accept any risks associated with such investment.
- Manulife Strength - Foreign Fixed Income Fund 3Y invests in offshore, it therefore contains risk arising from economic, political, and social changes or other investment-related constraints of the countries in which the Fund invests. Such risks may result in the fluctuations of prices of the instruments invested by the Fund.
- This Fund invests in bonds with non-investment grade rating and/or unrated bonds, investors may be exposed to high risks such as credit risk or liquidity risk which may result in partial or full loss to the investors and the investors may not receive the full amount of investment from redemption of Mutual Fund Units as specified in the Project.
- The Management Company shall assign Manulife Asset Management (Hong Kong) Limited to undertake the foreign investment function of the Fund. The rights, duties and responsibilities of the investment outsourcing service provider as well as the conditions regarding change of foreign investment outsourcing service provider shall be in accordance with the details specified in the fund scheme and the foreign investment outsourcing contract. In this regard, the outsourced foreign investment service provider may invest assets of the Fund, whether in full amount or partially, in the assets or securities under management of the outsourced foreign investment service provider and/or its related companies at the discretion of the outsourced foreign investment service provider.
- In the event of unusual circumstances, investors may not receive the redemption proceeds within the period specified in the Fund Prospectus.
- For offshore investments, the Fund shall fully hedge against foreign exchange rate risk.
- In the case that this Fund is not able to maintain adequate liquidity ratio, investors may not be able to redeem the mutual fund units as per the redemption order.
- The Management Company has no intention to offer mutual fund units of the Fund to or for the benefit of:
1) citizens or residents of the United States (including any of its territories or possessions or areas subject to its jurisdiction) as well as the US passport holders and holders of green cards issued by the US. 2) Legal entities such as corporations or partnerships, etc., established under the US laws, including branches of such entities. 3) US Government agencies located in and outside the United States. 4) Investors making contact with or receiving information from the Management Company; sending orders related to the mutual fund units of the Management Company; or making/receiving payments of proceeds related to the mutual fund units in the United States; including investors who appoint an agent, manager, or trustee in the United States to handle such activities on their behalf. 5) Pool of assets of individuals and juristic persons described in 1-4.

The Management Company reserves the right to refuse or suspend any subscription, allocation and/or transfer of mutual fund units, directly or indirectly, requested by investors with the above-mentioned characteristics.

(Translation)

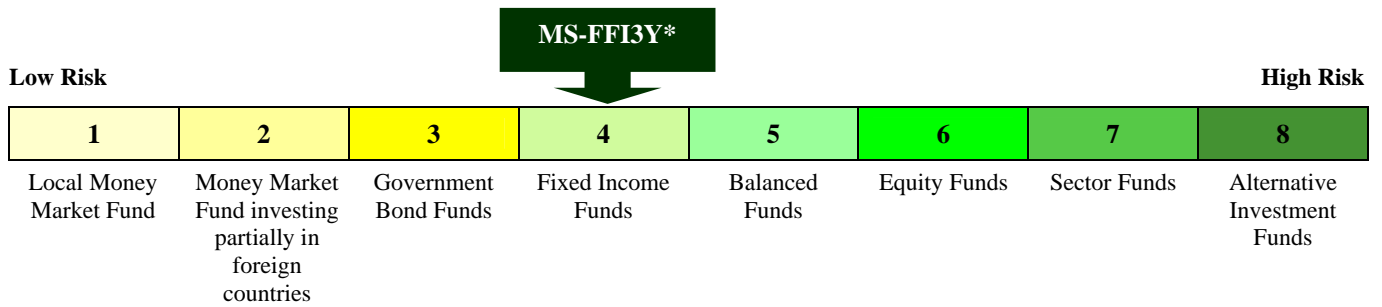
Type and Investment Policy of the Fund including Investment Return for Investors

Name of the Fund in Thai	กองทุนเปิด แมนูไลฟ์ สตรีทจ์ ตราสารหนี้ต่างประเทศ 3Y
Name of the Fund in English	Manulife Strength - Foreign Fixed Income Fund 3Y
Abbreviation	MS-FFI3Y
Type of the Fund	Foreign Fixed Income Fund, open-end fund with automatic redemption
Fund Maturity	Approximately 3 years but not less than 2 years 11 months and not more than 3 years 1 month from the day following the date of registration of the Fund's assets.
Investment Policy	<p>The Fund has an investment policy to invest in bonds and/or deposits and/or financial instruments that overseas governments, government agencies/organization, state enterprises and/or financial institutions and/or private sectors are the issuers, certifiers, aval issuers or the guarantors with investment grade credit ratings as well as bonds and/or deposits with non-investment grade credit rating and/or unrated bonds. However, the Fund shall invest overseas averaged in one accounting period not less than 80% of the Fund's NAV.</p> <p>The Management Company shall assign Manulife Asset Management (Hong Kong) Limited to undertake the function of foreign investment of the Fund. The rights, duties and responsibilities of the investment outsourcing service provider as well as the conditions regarding change of foreign investment outsourcing service provider shall be in line with the details specified in the fund scheme and the foreign investment outsourcing contract. Manulife Asset Management (Hong Kong) Limited is incorporated in Hong Kong and is authorized to operate fund management business under the supervision of the Securities and Futures Commission of Hong Kong which is an ordinary member of the International Organizations of Securities Commission (IOSCO). In this respect, the foreign investment service provider may invest part or all of the Fund's assets in the assets and/or scurrilities under management of the foreign investment service provider and/or its related companies at the discretion of the foreign investment service provider.</p> <p>For the remaining investment portion, the Fund may invest in hybrid instruments and/or other types of securities or asset; or seek investment returns by other means, domestically and overseas, as stipulated or approved by the Office of the SEC.</p> <p>Additionally, the Fund shall consider investing in derivatives whereby the agreement for fully hedging against exchange rate will be made. However, the Fund will not invest in the structured notes.</p>
Investment Returns for Investors	Investors will receive returns from their investments in the form of capital gains from investments in bonds and deposits. Such returns are tax exempted (for personal tax only)
Hedging Policy From Exchange Rate Risk	Fully Hedge
SEC Approval Date	July 15, 2016
Initial Public Offer Date	August 22-24, 2016

(Translation)

The Management Company has analyzed and identified the risk spectrum of the Fund which can be clarified in the diagram below.

Risk Spectrum Classified by Type of Instruments Invested by the Fund



*Manulife Strength - Foreign Fixed Income Fund 3Y shall fully hedge against foreign exchange rate risk.

Q&A Regarding Salient Features of the Fund

- 1. Is there any classification of investor type or division of the Mutual Fund Units of the Fund into different classes?**
 - The Fund is a retail fund for general investors and there are no different classes.
- 2. What is the size of the Fund's registered capital?**
 - Baht 2,000.00 million. During the IPO period, the Management Company may exercise a green shoe option of up to 15 percent of the Registered Capital.
- 3. What type of money is suitable for investing in this Fund? What is the appropriate investment horizon?**
 - This Fund has been established to increase the opportunity to seek returns from investments in offshore bonds, thus, it is suitable for the investment of investors in the part that is able to accept risks related to investing overseas and the risk from investment in high yield bonds as well as investors who are able to invest for a period of approximately 3 years or for the remaining life of the Fund.
- 4. Which are the factors having material effect on the investment of investors?**
 - 1. The price volatility of the debt instruments in which the Fund invests.
 - 2. The ability to operate their businesses and the ability to repay debt of the issuers.
- 5. Is this Fund a guaranteed fund or a capital protected fund?**
 - The Fund is neither a guaranteed fund nor a capital protected fund.
- 6. What is the annual accounting period of the Fund?**
 - The last day of each annual accounting period: July 31
The last day of the first annual accounting period: July 31,2017

Q & A Regarding Provisions for Subscription, Redemption and Transfer of Mutual Fund Units

- 1. How to subscribe and redeem the Mutual Fund Units of this Fund?**
 - **Method for Subscription of Mutual Fund Units**
 - (1) Methods for Opening an Account**

Subscribers without a Fund Account

The subscribers should apply for an account opening and place the subscription order simultaneously. In opening an account, the subscriber should fill in the "Application Form for Account Opening", the "KYC/CDD Questionnaire", the "Customer's Suitability (Risk Profile) Assessment Form", the "Subscription Order Form", application forms for other related services (if any), and/or any other documents as specified by the Management Company with complete and accurate information. All these documents must be accompanied by the complete and true evidences for account opening required by the Management Company.

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Subscribers with a Fund Account

The subscribers should fill in the “Subscription Order Form” and any other documents as specified by the Management Company (if any) by clearly and make full subscription payment simultaneously. The subscription payment shall not be lower than the minimum requirement specified of Mutual Fund Units. All relevant documents and evidences shall be submitted to the Management Company or the Subscription or Redemption Supporting Agents (if any) or via facsimile or any other channels to be specified by the Management Company in the future.

(2) **The minimum subscription amount**

Minimum Value of the Initial Purchase	Minimum Value of Subsequent Purchase
10,000.- Baht	- None -

The Management Company reserves the right to lower the minimum value of the initial purchase, the minimum value of subsequent purchase, the minimum value of redemption, the minimum number of mutual fund unit to be redeemed, and the minimum number of mutual fund unit to be maintained in an account, at its discretion, by deeming that prior approval has been granted by Unitholders. In this respect, the Management Company shall notify the investors at least 3 business days before such change by placing announcements at the office of the Management Company or at every contact of the Subscription or Redemption Supporting Agents.

(3) **Channels for Subscription**

The Management Company shall only offer the Mutual Fund Units only once during its initial offering from 22-24 August, 2016 from the start of its business hours to 15.30 hours. (Specifically on August 22, the Management Company shall accept the subscription orders during 11.00-15.30 hours.) Subscribers can contact the Management Company and/or its Subscription or Redemption Supporting Agents (if any) or subscribe through the internet at the website of the Management Company under the details, criteria, conditions and subscription procedures specified by the Management Company or the Registrar or through other channels as may additionally specified by the Management Company in the future.

(4) **Method for Making Subscription Payment**

Subscribers can make subscription payment in cash or via wire transfer, cheque, or draft, or any other methods as specified by the Management Company or the Subscription or Redemption Supporting Agents. In case of cheque or draft, it must be crossed and payable to the following accounts:

For subscription during IPO

“Subscription Account (IPO) for Manulife Asset Management

	Bank	Account Type	Branch	Account Number
1	Bangkok Bank Public Co Ltd	Current	Siam Square	152-3-11759-4
2	Siam Commercial Bank Public Co Ltd	Current	Siam Square	038-3-08296-7
3	Kasikornbank Public Co Ltd	Current	Siam Square	026-1-10270-6
4	Bank of Ayudhya Public Co Ltd	Current	Siam Square	123-0-04007-7
5	TMB Bank Public Co Ltd	Current	Head Office	001-1-54915-1
6	Krungthai Bank Public Co Ltd	Current	Sri Ayudhya Road	013-6-11358-3
7	Bank of China Limited, Head Office	Current	Head Office	609482-2312-000

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Or “SUB IPO FOR MAMT”

Bank	Account Type	Branch	Account Number
Citibank, N.A.	Current	Bangkok	0-800516-358

Payment Method by Bank Account Direct Debit

The subscriber approved by the bank to use bank account direct debit service can make the subscription payment through the instruction for bank account debit. The commercial banks currently in service include

- Bangkok Bank PCL
- Siam Commercial Bank PCL
- Kasikornbank PCL
- Bank of Ayudhya PCL
- TMB Bank PCL
- Krungthai Bank PCL

and/or other banks to be specified by the Management Company. The relevant details can be obtained from the website of the Management Company (www.manulife-asset.co.th).

▪ **Method for Redemption of Mutual Fund Units**

The Management Company shall reserve the right to only accept redemption of the Mutual Fund Units only once upon the end of the Project Life from the Unitholders whose names appear on the Unitholders registration document. In this respect, the payment of redemption proceeds (net of expenses) shall be made in Thai Baht via wire transfer to the bank account of the Unitholder earlier advised; or by crossed cheque payable to the Unitholder; within 5 business days from the day following the date of automatic redemption except for the case as per “The Postponement of Payment of Redemption of Mutual Fund Units”.

The Management Company shall announce the date for redemption of Mutual Fund Units to the Unitholders within 15 Business Days from the date following the date of registration of the Fund.

2. Under which circumstances that the Management Company reserves the right to reject the subscription of the Mutual Fund Units?

- The Management Company reserves the right to refuse selling of Mutual Fund Units to any person or group of persons in the amount greater than one-third of the total Mutual Fund Units sold, except where such selling falls under the condition entitled to a waiver stipulated in the Notification of the Office of the SEC.
- The Management Company has no intention to offer the Mutual Fund Units of the Fund to or for the benefit of: 1) citizens or residents of the United States (including any of its territories or possessions or areas subject to its jurisdiction) as well as the US passport holders and holders of green cards issued by the US. 2) Legal entities such as corporations or partnerships, etc., established under the US laws, including branches of such entities. 3) US Government agencies located in and outside the United States. 4) Investors making contact with or receiving information from the Management Company; sending orders related to the mutual fund units of the Management Company; or making/receiving payments of proceeds related to the mutual fund units in the United States; including investors who appoint an agent, manager, or trustee in the United States to handle such activities on their behalf. 5) Pool of assets of individuals and juristic persons described in 1-4.

The Management Company therefore reserves the right to refuse or suspend any subscription, allocation and/or transfer of the Mutual Fund Units, directly or indirectly, for investors with the above-mentioned characteristics

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3. What are the provisions regarding postponement of the payment of redemption proceeds, not selling or accepting redemption of the Mutual Fund Units as per orders, and suspension of selling or redemption of Mutual Fund Units?

▪ Postponement of Redemption Payment

The Management Company may postpone the payment of the proceeds from redemption of the Mutual Fund Units to a Unitholder, who has placed the redemption order, under the following events:

- (1) The Management Company, upon consent of the Fund's Custodian, has the honest and reasonable belief that:
 - (a) The disposal, sale or transfer of securities or assets of the Fund cannot be reasonably made in case of necessity;
 - (b) There are uncontrollable factors causing the Fund unable to receive payments from the securities or assets invested by the Fund according to normal schedule.
- (2) There is a redemption order prior to or during a period when the Management Company finds that the Redemption Price is incorrect and the Fund's Custodian has not yet certified the information in the report on the Retrospective Correction of the Price and the report on Compensation of Price, provided that the Redemption Price which is incorrect differs from the correct Redemption Price of Mutual Fund Unit by 1 Satang or more and is equivalent to 0.5 percent or more of the correct Redemption Price.

To postpone the redemption payment to Unitholders according to (1) or (2), the Management Company shall proceed as follows:

- (1) Postpone the payment for no longer than 10 business days from the day following the date of redemption order unless an exemption is granted by the Office of the SEC.
- (2) Notify the Unitholder who has made the redemption order of the postponement of the payment of redemption proceeds and disclose such information to other Unitholders as well as the general investors immediately.
- (3) Immediately notify the postponement of the payment for redemption proceeds and submit a report on the matter thereof with reason and evidence of approval or certification from the Fund's Custodian on information contained in the report on the Retrospective Correction of the Price and the Report on Compensation of Price to the Office of the SEC. In this respect, the Management Company may assign the Fund's Custodian to perform this task on its behalf.
- (4) During the postponement period, if there are redemption orders by Unitholders, the Management Company shall accept such orders by making payment of redemption proceeds to the Unitholders on a first-come first-serve basis.

▪ Not Selling or Accepting Redemption of the Mutual Fund Units as Per Order

1. The Management Company may suspend the selling, redemption, or switching of the Mutual Fund Units as per the orders it has received or may stop acceptance of the orders, under the following events:
 - (1) The Stock Exchange does not open for normal business.
 - (2) The Management Company, upon consent of the Fund's Custodian, has a good faith and reasonable belief that:
 - (a) There is necessity that the disposal, sale, or transfer of securities or assets of the Fund cannot reasonably be made;
 - (b) The Net Asset Value of the Fund cannot be calculated with fairness and appropriation; or

(Translation)

- (c) There is any other reason to protect the interests of the Unitholders.

In this regard, the Management Company shall suspend the selling, redemption, or switching of the Mutual Fund Units as per the purchase, redemption, or switching orders it has received, or shall stop accepting the purchase/redemption/switching order, according to (a), (b), or (c), no longer than 1 business day unless exemption is granted by the Office of the SEC.

- (3) The Fund has invested in foreign securities or assets and there are any of the following circumstances which cause significant negative impacts to the Fund:
- (a) The exchange on which the foreign securities invested by the Fund are traded is not able to open on a normal situation. This condition is applicable to the Fund investing more than 10 percent of its net asset value in the securities traded on each exchange.
 - (b) The currency exchanges cannot be undertaken liberally and the remittance of money into and out of the country is not allowed; or
 - (c) The Fund is unable to receive payments from the securities or assets invested by the Fund according to normal schedule under the circumstance that is uncontrollable by the Management Company and upon consent of the Fund's Custodian.
- (4) There is any of the following evidences that causes the Management Company to suspend the selling of Mutual Fund Units as per the order it has received from or to stop acceptance of the order placed by specific investors:
- (a) The Management Company suspects that the investor is related to the following activities:
 - (1) Predicate offence or money laundering offence under the law on anti- money laundering either in Thailand or in foreign countries;
 - (2) Financing of terrorism;
 - (3) Any action in compliance with the order of a seizure or attachment of property issued by the competent official.
 - (b) The Management Company is unable to conduct the KYC/CDD procedures regarding the essential information of the investor.

Upon occurrence of circumstances according to (1)-(4) as mentioned above and the Management Company decides to suspend the selling, redemption, or switching of the Mutual Fund Units as per the orders; or to halt accepting the subscription, redemption, or switching orders; the Management Company shall proceed as follows:

- (1) Notify the Unitholder who has made the subscription, redemption, or switching order of the suspension immediately. If the event is in accordance with (1), (2), or (3) as mentioned above, the Management Company shall disclose such suspension to other Unitholders and the general investors immediately by any means.
- (2) Immediately notify the suspension of selling, redemption, or switching of the Mutual Fund Units as per the orders; or the halt to accepting subscription, redemption, or switching orders; and submit a report on the matter thereof with reason and corresponding action plans of the Fund to the Office of the SEC.
- (3) In the case that the Management Company has suspended the selling, redemption, or switching of the Mutual Fund Units as per the orders it had received or halted accepting the subscription, redemption, or switching order under (1), (2) or (3) longer than 1 business day, the Management Company shall proceed as follows before resuming the acceptance of subscription or redemption orders:

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- (a) Submit a report on the resumption of the acceptance of subscription, redemption, or switching orders, as well as a report on the status of the Fund's portfolio as at the last business day before the date of such report, to the Office of the SEC within one business day prior to the date of the resumption of the acceptance of the orders
 - (b) Notify the Unitholders who have placed the orders of the resumption of the selling, redemption, or switching of the Mutual Fund Units, as well as notify other Unitholders and the general investors of such resumption of the acceptance of the orders by any means as soon as possible.
2. The Management Company shall suspend the selling/redemption/switching of the Mutual Fund Units as per the orders it has received during the period it finds that the Subscription Price is incorrect and the Fund's Custodian has not certified the information in the report on the Retrospective Correction of the Price and the report on Compensation of Price, provided that the incorrect price differs from the correct Subscription Price by 1 Satang or more and is equivalent to 0.5 percent or more of the correct Subscription Price. In this respect, the Management Company shall notify the Unitholders who have placed the subscription, redemption, or switching orders of the suspension and shall disclose such suspension to other Unitholders and the general investors by any means immediately.
3. In the case that a trading day of the Fund falls on the date announced by the Office of the SEC as a special holiday for asset management companies, the Management Company shall halt to accept the subscription, redemption, or switching orders on that day and shall notify the Unitholders of such halt at least 5 business days prior to the special holiday by publicly placing the announcements at every office of the Management Company and at every contact of the Subscription or Redemption Supporting Agents (if any).

In the case where the Management Company refuses to sell, accept for redemption, or switch the Mutual Fund Units as per the order earlier received, or stops receiving the subscription, redemption or switching orders; the Management Company may also pause the calculation of NAV, NAV per unit, offer price, and subscription price of the Mutual Fund Units.

■ Suspension of Selling or Redemption of Mutual Fund Units

To protect the interests of the Unitholders or in case where there is a necessity to protect the country's economic and financial stability or the stability of the financial market, the Management Company may temporarily suspend acceptance of a purchase order/ redemption order/switching order of the Mutual Fund Units for a period of time as announced by the Office of the SEC but not longer than 20 consecutive business days, unless approval is granted by the Office of the SEC for an extension of the period of suspension of selling, redemption, or switching of Mutual Fund Units

4. How to switch the Mutual Fund Units?

The Management Company and/or the Subscription or Redemption Supporting Agents shall allow switching of the Mutual Fund Units during the IPO period from 22-24 August, 2016 from the start of its business hours to 13.00 hours. (Specifically on August 22, the Management Company shall accept the switching orders during 11.00 - 13.00 hours.) However, this is only applicable to the switching in of Mutual Fund Units of Manulife Strength Money Market Fund (the source fund) to Manulife Strength - Foreign Fixed Income Fund 3Y (the destination fund). Subscribers of the source fund can switch their Mutual Fund Units to the destination fund until the last business day of the IPO period of the destination fund.

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5. Does this Fund specify method for transfer of Mutual Fund Units and are there any restrictions on transfer of Mutual Fund Units?

- Unitholders who wish to transfer the Mutual Fund Units shall proceed according to the procedure for the transfer of Mutual Fund Units and pay the transfer fee as specified by the Management Company or the Subscription or Redemption Supporting Agents.
- The Management Company and the Fund's Registrar reserve the right to refuse or suspend the allocation and/or transfer of Mutual Fund Units that will result in the holding of Mutual Fund Units exceeding the restriction on holding of mutual fund units according to the Notifications of the Capital Market Supervisory Board regarding rules and restrictions on holding of Mutual Fund Units and duties of the Management Company.
- The Management Company and the Fund's Registrar reserve the right to refuse or suspend the allocation and/or transfer of Mutual Fund Units, directly or indirectly, for investors with the following characteristics:
 - (1) citizens or residents of the United States (including any of its territories or possessions or areas subject to its jurisdiction) as well as the US passport holders and holders of green cards issued by the US.
 - (2) Legal entities such as corporations or partnerships, etc., established under the US laws, including branches of such entities.
 - (3) US Government agencies located in and outside the United States.
 - (4) Investors making contact with or receiving information from the Management Company; sending orders related to the mutual fund units of the Management Company; or making/receiving payments of proceeds related to the mutual fund units in the United States; including investors who appoint an agent, manager, or trustee in the United States to handle such activities on their behalf.
 - (5) Pool of assets of individuals and juristic persons described in 1-4

6. How can Unitholders access information about the NAV, NAV per Unit, Subscription Price, and Redemption Price of the Fund?

- The Management Company will publicize the NAV, NAV per Unit, Subscription Price, and Redemption Price of the Fund on a daily basis via the Management Company's website: www.manulife-asset.co.th; and ASTV Manager Daily Newspaper.

The Management Company reserves the right to change the channels for NAV publication as deemed appropriate. In this connection, the Management Company shall notify the Unitholders no less than 30 days prior to the effective date.

Q&A Regarding Rights of the Unitholders

1. **Does this Fund issue and deliver the confirmation note indicating the rights of the Unitholders?**
 - The Registrar shall issue a “Statement of Holding” to every Unitholder following the completion of the initial offering (IPO) period of Mutual Fund Units and every time the selling and redemption transaction is completed in order to confirm the number of Mutual Fund Units held by each Unitholder. The Registrar shall send the Statement of Holding together with the confirmation slip/payment receipt/tax invoice (if any) directly to the subscriber via registered mail or indirectly through the Subscription or Redemption Supporting Agents within 15 business days following the expiry of the IPO period or 5 business days from the date following the trading day.
2. **Are the rights of the Unitholders of this Fund subject to any limitations? If yes, under what conditions?**
 - **Allocation of Mutual Fund Units:** If such allocation of Mutual Fund Units results in any persons or group of persons holding the Mutual Fund Units greater than one-third of the total Mutual Fund Units sold, the Management Company reserves the right not to allocation the total number of Mutual Fund Units as per the subscription order, but shall allocate only the portion not one-third of the total Mutual Fund Units sold of the Fund; except for the exemption case that is in line with the Notifications of the Capital Supervisory Board regarding restriction on holding of Mutual Fund Units and duties of the Management Company.
 - **Unitholders’ Resolution Regarding Modification of Project’s Details:** In case that the person or group of persons holding more than one-third of the total number of Mutual Fund Units sold of the Fund, the Management Company or the Securities Company holding an omnibus account shall not count the votes of the person or the group of persons for the portion of holding which exceeds one-third of the total number of Mutual Fund Units sold, unless otherwise stipulated, approved, granted a waiver, or relaxed by the SEC or the Office of the SEC.
3. **What are the channels and methods for lodging a complaint by investors and is there any policy regarding settlement of disputes through arbitration procedures?**
 - Investors can lodge a complaint to:
 - (1) Sales Persons (Investor Contact) of Mutual Fund Units approved by the Office of the SEC. The list of approved sales persons can be obtained from the website of the Office of the SEC (www.sec.or.th).
 - (2) Compliance Department of Manulife Asset Management (Thailand) Company Limited Tel. (66) 2246-7650 press 2 and 6 respectively.
 - (3) The Office of the Securities and Exchange Commission (Help Center) Tel. (66) 2263-6000.
 - The Fund does not have a policy to settle disputes through arbitration procedures.

Q&A Regarding Related Persons

1. Management Company

▪ Board of Directors

1. Mr. Michael Parker	Chairman
2. Mr. Gianni Fiacco	Director
3. Mr. Juckchai Boonyawat	Director
4. Mr. Tor Indhavivadhana	Director

▪ Independent Director

- None -

▪ Management

1. Mr. Tor Indhavivadhana	Chief Executive Office
2. Mr. Suchart Charoenwuttikhun	Chief of Operation Officer
3. Mr. Juckchai Boonyawat	Chief Distribution Officer
4. Ms. Chutchada Ekahitanonda	Chief of Marketing and Product Development
5. Ms. Pornpimol Changariyawong	Head of Compliance
6. Ms. Jintana Mekintharanggur	Director, Equity
7. Mr. Vasu Suthiphongchai	Director, Fixed Income

▪ Number of Funds under Management

14 Funds (Information as of August 16, 2016)

▪ Net Asset Value of Funds under Management

8,444,728,354.75 (Information as of August 16, 2016)

2. Investment Committee

▪ Chairman of the Investment Committee

Mr. Tor Indhavivadhana	Chief Executive Office
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▪ Members of the Investment Committee

Ms. Jintana Mekintharanggur	Director, Equity
Mr. Vasu Suthiphongchai	Director, Fixed Income
Ms. Pornchanok Rattanakorn	Investment Analyst
Ms. Pornpimol Changariyawong	Head of Compliance
Ms. Saowarot Seeda	Manager – Investment Risk
Mr. Ana Paepipatmongkol	Investment Analyst

3. Fund Managers

No.	Name	Education Background	Past Experiences	Responsibility
1.	Mr. Vasu Suthiphongchai	<ul style="list-style-type: none">Master of Business Administration specialized in Finance from the George Washington University, USA.Bachelor of Business Administration majoring in Finance from Thammasat University	He has over 10 years of experience in capital market. Respectively from the present to the past as follow:- <ol style="list-style-type: none">1. Director, Fixed Income: Manulife AM (Thailand) Co., Ltd.2. Fund manager: Asset Plus Fund Management Co., Ltd.3. Bond trader & dealer: IB Securities and BOA Asset Management.	Fixed Income Management

4. Subscription or Redemption Supporting Agents:

Name List		Tel.
1	TMB Bank PLC.	(66) 2299-1558 or 1558
2	Standard Chartered Bank (Thai) PCL.	(66) 2724-4000

Or any Subscription or Redemption Supporting Agents to be appointed by the Management Company.

5. The Fund's Registrar :

- Bank of Ayudhya Public Company Limited
1222 Rama III Road, Bang Phongphang, Yan Nawa, Bangkok 10120
Tel: (66)2296-5809, (66)2296-4864 Fax: (66)2283-1298
Website: www.krungsri.com E-mail: mjongjit@krungsri.com

6. The Fund's Custodian :

- Citibank, N.A. Bangkok Branch
399 Sukhumvit Road, Interchange 21 Tower,
Klongton Nua, Klongtoey, Bangkok 10110
Tel (66)2788-2134, (66)2788-4764-65

In addition to the duties and responsibilities stipulated in the agreement regarding the appointment of the Fund's Custodian, the Fund's Custodian also has the duties to protect the benefits of Unitholders by law.

7. The Fund's Auditors:

- Mr. Sophon Permsiriwallop, or Miss Rungnapa Lertsuwannakul, or Mrs. Nongluck Pumnoi, or Miss Ratchada Yongsawaswanich, or Miss Somjai Kunapasut
EY Office Limited
193/136-137 Lake Rajada Office Building, 33rd Floor
Ratchadaphisek Road, Khet Klongtoey, Bangkok 10110
Tel. (66) 2264-0777, 0-2661-9190 Fax (66) 2264-0789-90 E-mail: eybkk@mozart.inet.co.th

Q&A Regarding Channels for Investors to Access Further Information of the Fund

Through what channel can the Unitholders obtain further information of the Fund?

- Manulife Asset Management (Thailand) Company Limited
6th Floor Manulife Place, 364/30 Sri Ayudhaya Road,
Thanon Phayathai, Rajthevi, Bangkok 10400
Tel. (66) 2354-1001, (66)2246-7650 press 2 Fax (66) 2642-6341
Website: www.manulife-asset.co.th

Risk Factors

Manulife Strength - Foreign Fixed Income Fund 3Y has an investment policy to invest in bonds and/or deposits and/or financial instruments that overseas governments, government agencies/organization, state enterprises and/or financial institutions and/or private sectors are the issuers, certifiers, aval issuers or the guarantors with investment grade credit ratings as well as bonds and/or deposits with non-investment grade credit rating and/or unrated bonds. However, the Fund shall invest overseas averaged in one accounting period not less than 80% of the Fund's NAV.

The values of the Fund's NAV per unit may fluctuate in accordance with the performance of, or the assets invested by, the Fund as well as the market situation; and hence the risks inherent in all investments. The characteristics of risks and risk management guidelines can be described as follows:

- 1. High Yield Risk :** Since the Fund may invest in high risk instruments such as bonds and/or debt instruments and/or deposits with non-investment grade credit rating and/or unrated bonds, such bonds are not normally traded on the stock exchange but are usually traded over-the-counter with less transparency and the gap between the offering and selling prices are wider. Moreover, the issuer of bonds with higher returns would normally have higher business, financial and economic uncertainties which could affect their ability to repay the principle and interest in the specified time.

Risk Management Guidelines: The Management Company shall conduct an in-depth analysis of the repayment ability of the issuers of bonds. Moreover, the Management Company shall consider investing in an appropriate ratio which shall not be more than the ratio for investments by general mutual funds specified by the Office of the SEC.

- 2. Credit Risk :** The risk arises as issuers of the securities or debt instruments may encounter financial difficulties, thus refusing the repayment of principals and/or interests under contractual obligations partially or in full.

Risk Management Guidelines: The Management Company conducts in-depth analysis regarding the repayment ability of the issuers including the analysis of various factors that could affect the price of securities or bonds of that the Fund selected to invest.

- 3. Market Risk:** The market risk arises from the fluctuations of prices of securities invested by the Fund which are associated with the uncontrollable changes of economic, social and political situations.

Risk Management Guidelines

The Management Company shall analyze the various factors as well as changes in the various situations that could affect the prices of the securities invested and shall consider investing in instruments with remaining lives that are close to the remaining Project Life which would lower the fluctuation risk of the prices of instruments invested.

- 4. Liquidity Risk:** This involves the risk that some securities or instruments may encounter a lack of liquidity, i.e., the trading volumes of such securities and instruments are subdued or during some period they cannot be sold or they are sold at inappropriate prices.

Risk Management Guidelines

The Management Company shall manage its risk by selecting the securities and instruments to be invested that have remaining lives that are close to the Project Life and shall continue to hold such instruments until they mature.

5. **Exchange Rate Risk:** Since the Fund will make investment in foreign securities, the investment of the Fund may be affected by foreign exchange fluctuations which will result in the fluctuation of the return in terms of the Baht currency.

Risk Management Guidelines

The Fund has a policy to fully hedge against foreign exchange risk, however, even though it invests in derivatives to mitigate the risk such risk would not be fully prevented and the Fund may lose the opportunity to receive better returns if the market does not move in the direction predicted.

6. **Risks from the derivative contracts with foreign exchanges as underlying variable:** Normally the purpose of entering into such derivative contracts with foreign exchanges as underlying variable is to hedge against foreign exchange risks. This may in turn cause opportunity loss to the Fund in earning higher investment return in the case that the movement of foreign exchange rates is not in line with the expectations. In addition, the Fund may also have the counterparty risks.

Risk Management Guidelines

The Management Company may enter into derivative contracts that have foreign exchange as underlying for the purpose of hedging against foreign exchange risk. In this respect, the Management Company shall carry out in-depth study about economic data and trends in order to obtain accurate foreign exchange rate forecasts as well as to enable the Fund to hedge against foreign exchange risk properly. In avoiding counterparty risk, the Fund shall enter into such derivative contracts only with financial institutions with the top three investment grade ratings rated by the credit rating agencies recognized by the Office of the SEC.

7. **Country and Political Risk:** The risk involved with the change of domestic factors of countries in which the Fund invests such as change of government, economic policies, as well as other factors that may result in the Fund unable to repay the redemption proceeds in accordance with the specified time-frame.

Risk Management Guidelines

The Management Company conducts analysis on relevant factors and monitors the economic and political situations of the countries in which the Fund invests or any changes that may have impact of the prices of securities on a regular basis.

8. **Repatriation Risk:** The risk arises from the change of policy or legal provisions which may adversely affect the transactions related to remittance and repatriation of funds in that specific country.

Risk Management Guidelines

The Management Company shall monitor and analyze the financial policies and laws of the countries that the Fund invests on a regular basis in order to mitigate the associated risk.

Summary of Investment Limits

Investment Limits		MS-FFI3Y	General Mutual Funds
<u>Single Entity Limits</u>			
<ul style="list-style-type: none"> • Deposits or deposit-equivalent instruments with either of the following characteristics: <ul style="list-style-type: none"> - Investment grade of credit rating (In case of foreign investment or the obligator having a domicile in foreign country and choose to have a national- scale credit rating). - Deposits at and government-guaranteed instruments issued by Government Savings Bank. <p>(excluding deposits or deposit-equivalent instruments for the Fund's operations)</p>	Maximum % of Investment	20 (10 for foreign investment)	20 (10 for foreign investment)
<ul style="list-style-type: none"> • Instrument with all of the following characteristics: <ul style="list-style-type: none"> - Debt instruments or hybrid instruments issued by enterprise established under Thai laws or branch of foreign commercial bank authorized to operate commercial banking business in Thailand. - Offered in Thailand - Investment grade of credit rating - Instruments traded on the organized market or equivalent. 	Maximum % of Investment	20 Or benchmark + 5%	20 Or benchmark + 5% (Investment Grade)
<ul style="list-style-type: none"> • Instruments with all of the following characteristics: <ul style="list-style-type: none"> - Debt instruments or hybrid instruments - Investment grade of credit rating - Instruments issued by enterprise established under Thai law and offered for sale in foreign country or issued by enterprise established under foreign law (not including branch of foreign commercial banks authorized to undertake commercial banking business in Thailand) - Instruments in the organized market or equivalent. 	Maximum % of Investment	15 (10 for foreign investment) Or benchmark + 5%	15 (10 for foreign investment) Or benchmark + 5%
<u>Group Limits</u>			
<ul style="list-style-type: none"> • Assets of any enterprise group 	Maximum % of Investment	25 Or benchmark + 10%	25 Or benchmark + 10%
<u>Product Limits</u>			
<ul style="list-style-type: none"> • Deposits or deposit-equivalent instruments, bills of exchange, and promissory notes issued by banks or financial institutions established under Thai laws *, commercial banks, finance companies, credit foncier companies, and the Second Mortgage Corporation. 	Maximum % of Investment	45 average in any accounting period (*maximum 100% for foreign investment)	45 average in any accounting period (*maximum 100% for foreign investment)
<ul style="list-style-type: none"> • Total Specific Investment Product (SIP) <ul style="list-style-type: none"> - Debt instruments and hybrid instrument not traded in the Organized Market or equivalent, excluding B/E and P/N 	Maximum % of Investment	Not exceeding 15 in aggregate	Not exceeding 15 in aggregate (Including securities listed on the non-retail board and securities listed on the main board undergoing delisting process)

(Translation)

Fees, Payments and Expenses Chargeable to the Fund and Unitholders ⁽¹⁾

Fee and Expenses Chargeable to the Fund ^{(2),(3)}	According to the Project (% p.a. of the Fund's registered capital as of the fund registration date.)
1. Projected fees and expenses	Not exceeding 2.50%
• Management Fee	Not exceeding 1.50%
• Custodian Fee	Not exceeding 0.10%
• Registrar Fee	Not exceeding 0.10%
• Asset Management Outsourcing Fee ⁽⁴⁾	Not exceeding 0.50%
• Advisory Fee	None
• Expenses for Advertising, PR and Sales Promotion (During IPO)	As actually incurred, but not exceeding 1.00% p.a. of the capital of the Project
2. Fees and Expenses that cannot be predetermined	
• Other expenses ⁽⁵⁾	As actually incurred

<u>Fees and Expenses Chargeable to Subscribers or Unitholders</u> ⁽⁶⁾	According to the Project (% of NAV per Unit)
• Front-end Fee	None
• Back-end Fee	None
• Switching Fee	None
• Transfer Fee	Not exceeding Baht 200 per transaction
• Wire-in Fee	As actually charged by the bank
• Service Fee for any special arrangement by the Registrar upon the request of Unitholder	As specified by the Management Company or the Registrar

Remarks:

- (1) The Management Company may increase the above-mentioned fees or expenses by not higher than 5% of the current rates within one accounting year. In this respect, the Management Company shall notify the investors no less than 60 days prior to the effective date by making announcements at the office of the Management Company or every contact of the Subscription or Redemption Supporting Agents and publishing such announcement in at least one newspaper for 3 consecutive days.
- (2) Exclusive of value-added tax, specific business tax, withholding tax, or any other relevant taxes (if any).
- (3) Exclusive of brokerage fee and other fees related to securities trading.
- (4) The Management Company shall collect this Asset Management Outsourcing Fee which is included in the Annual Management Fee
- (5) Refer to other expenses not higher than 0.01% of NAV.
- (6) Inclusive of value-added tax, specific business tax, withholding tax, or any other relevant taxes (if any).

Disclaimer/Recommendations

- Mutual Fund is a juristic person segregated from the Management Company. Therefore, Manulife Asset Management (Thailand) Company Limited has no obligation to compensate for the loss of Manulife Strength - Foreign Fixed Income Fund 3Y. The performance of Manulife Strength - Foreign Fixed Income Fund 3Y does not depend upon the financial status or the operational performance of Manulife Asset Management (Thailand) Company Limited.
- The Management Company may invest in the same securities or other assets which the Fund has invested in accordance with the rules and regulations prescribed by the Office of the SEC. In this connection, the Company will set up a proper system to avoid the conflicts of interest to ensure fairness to the Unitholders of the Fund. Investors can seek such information from the Management Company or the Office of the SEC.
- Prospect investors should study the information in the Prospectus thoroughly and should keep this Prospectus for future references. In particular, they should study and understand the information pertaining to “Investment Policy”, “Type of Invested Securities”, “Investment Limits”, “Investment Risks Associated with the Fund” and “Disclaimer/Recommendations” contained in the “Prospectus Summary” and/or the “Project’s Details” section. If there is any query, investors should seek information and clarification from an approved investor contact person before making any purchase of Mutual Fund Units.
- Investors should make sure that the investor contact has obtained approval from the Office of the SEC.
- The Management Company allows its employees to invest in the securities for their own benefits, subject to their compliance with all ethics and notifications prescribed by the Association of Investment Management Companies and shall disclose such investments to the Company to enable the Company to supervise the trading of such securities of the employees.
- Investors are able to inspect the information which may be influential to their investment decisions such as the transaction in relation to the connected persons, etc, at the Office of the SEC or at the SEC’s website (www.sec.or.th).
- This Summary Prospectus summarizes the material information of the full Prospectus (Details of the Project) for the purpose of concise and easy to understand only. Investors need to study this Prospectus Summary together with the Details of the Project. The Management Company shall manage the Fund in strict compliance with the Project’s Details approved by the Office of the SEC.
- Before and after investing in the Mutual Fund Units of the Fund, the Management Company and/or Subscription or Redemption Supporting Agents appointed by the Management Company may request for additional information, supporting documents, or evidences from the Purchasers or the Unitholders of the Fund or related persons as defined by relevant laws or legally authorized agencies, in order to comply with the Anti-Money Laundering and Combating Financing of Terrorism (AML/CFT), the Law of Thailand and those of other related countries, as well as the operational guidelines, or interpretations, or orders, of authorized agencies. The Management Company and/or the Supporting Agents have the duties to implement the “Know Your Clients” (KYC) and “Client Due Diligence” (CDD) procedures whereas the Purchasers or the Unitholders of the Fund have the responsibility to keep the Management Company and/or the Subscription or Redemption Supporting Agents informed of the changes of information regarding KYC/CDD. Pursuant to the operational guidelines of the above mentioned AML/CFT Laws, the Management Company and/or the Subscription or Redemption Supporting Agents shall proceed to undertake procedures in accordance with the AML/CFT measures including the opening of new accounts, transactions with existing clients, on-going monitoring of accounts and transactions, and other procedures in compliance with the guidelines set out by related agencies.
- Deliberating the draft prospectus does not imply that the Office of the SEC endorses the accuracy of the information contained in the prospectus or guarantees any prices or returns of the mutual fund units.

(This Prospectus in prepared based on data as of August 17, 2016)

-Translation-



Project's Details

Manulife Strength - Foreign Fixed Income Fund 3Y

(MS-FFI3Y)

The Information Contained in This Prospectus was Compiled as of August 17, 2016

-Translation-

Prospectus for Offering of Mutual Fund Units

Manulife Strength - Foreign Fixed Income Fund 3Y

Offered for Sale to the General Public

Established and Managed by

Manulife Asset Management (Thailand) Company Limited

Registered Capital: Baht 2,000,000,000

Number of Mutual Fund Units: 200,000,000 Units

Par Value: Baht 10

Initial Public Offering Price: Baht 10 per Unit

Distribution Channels for Subscription/Redemption of Mutual Fund Units

Manulife Asset Management (Thailand) Company Limited

TMB Bank PLC.

Standard Chartered Bank (Thai) PCL.

or

Any Juristic Person to be appointed as the Subscription or Redemption Supporting Agent
of the Fund Subject to the Approval of the Office of the SEC

Fund's Custodian

Citibank, N.A. Bangkok Branch

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DEFINITIONS

Project	means	“Manulife Strength - Foreign Fixed Income Fund 3Y” Open-ended Mutual Fund Management Project
Mutual Fund/Fund	means	Manulife Strength - Foreign Fixed Income Fund 3Y Open-ended Fund
Mutual Fund Unit	means	Manulife Strength - Foreign Fixed Income Fund 3Y Open-ended Fund
Management Company	means	Manulife Asset Management (Thailand) Company Limited
Custodian	means	Citibank, N.A. Bangkok Branch
Fund Registrar	means	Bank of Ayudhya Public Company Limited
Investment Adviser	means	Any natural person who obtains approval from the Office of the SEC to contact, solicit, give advice to, or offer investment planning to investors on the trading or investment of securities or derivatives contracts.
Subscription or Redemption Supporting Agent	means	Any person appointed by the Management Company as agent to sell or accept redemption of Mutual Fund Units of the mutual fund, as the case may be.
The Stock Exchange	means	The Stock Exchange of Thailand (SET)
The SEC	means	The Securities and Exchange Commission
Office of the SEC	means	Office of the Securities and Exchange Commission
Net Asset Value per Unit	means	Net Asset Value of the Fund divided by the total outstanding Mutual Fund Units sold at the end of each business day. It shall be calculated up to at least 5 decimal points under the international principle of rounding up-down of decimal fractions and its value published in 4 decimal points with the 5th decimal point being discarded.
Net Asset Value per Unit Used in the Calculation of Subscription Price	means	Net Asset Value per Unit calculated up to 5 decimals with the 4th decimal point being rounded up.
Subscription Price	means	The Net Asset Value per Unit calculated as Subscription Price on the date of subscription plus the front-end fee (if any).
Redemption Price	means	The Net Asset Value per Unit calculated as Redemption Price on the date of redemption less the back-end fee (if any).
Permitted Amount	means	The permitted amount allocated to the Management Company for foreign investment.
Business Day	means	A day on which the Management Company or Thai commercial banks are generally open for business.

Retrospective Correction of Prices	means	Rectification of an incorrect price of Mutual Fund Units by retrospective correction of price from the day when the incorrect price is found.
Price Compensation	means	An increase or reduction in the number of Mutual Fund Units of the prices which are incorrect of purchasers or redeeming unitholders or payment in the amount equivalent to the difference between the incorrect and correct price in lieu of increase or reduction of the number of Mutual Fund Units.
Reserves	means	The amount of money set aside as expenditures for the administration of assets received as debt payments.
Fund's Account	means	An Account of the Open-ended Fund for the recording of the number of Mutual Fund Units held by the Unitholder.
Claims	means	The claims arising from the business operations of financial institutions defined by the law governing the borrowing and lending of the financial institutions.
Depository Receipt	means	Depository receipt prescribed as a security according to the Notification of the SEC Concerning Prescription of Additional Types of Securities (No. 6).
Underlying Securities	means	Any type of securities issued by a listed company and is used for accommodating the issuance of Depository Receipt.
Listed Company	means	A company whose securities are listed or are allowed to be traded on the Stock Exchange of Thailand
Subsidiary	means	A Listed or a Registered Company or a Public Limited Company
Enterprise	means	A Listed or a Registered Company or a Public Limited Company
Group of Enterprise	means	The parent company and its subsidiaries according to the Accounting Standard stipulated by the Federation of Accounting Professions concerning Group Financial Statements
Financial Institutions	means	Financial institutions defined by the law governing the borrowing and lending of the financial institutions.
Association	means	An association related to securities business authorized by and registered with the Office of the SEC with an objective of promoting and developing investment management business.
Prospectus	means	The Prospectus for Offering of Mutual Funds Units
Buy & hold Fund	means	The Fund focuses on investing only once by holding on to the assets until the maturity date or the end of the investment cycle or the maturity date of the Fund.
GMS	means	Countries in the Greater Mekong Subregion comprising Thailand, Cambodia, Laos, Myanmar, Vietnam, and the Yunnan Province of China.

Hedging	means	Measures taken to reduce the investment risk arising from entering into derivatives contracts. Such measures must have all the following characteristics: <ol style="list-style-type: none">(1) Do not seek benefits through speculation.(2) Result in the reduction of overall investment risk.(3) Able to reduce both the general and specific risks of the asset.(4) Able to reduce the risk exposure effectively.
Thai Government Instruments	means	The following instruments: <ol style="list-style-type: none">(1) Treasury bills;(2) Government bonds or the Bank of Thailand bonds;(3) Bonds, bills of exchange, promissory notes, Sukuk, or debenture with the Ministry of Finance or the Financial Institutions Development Fund (FIDF) acting as the obligor.
Foreign Sovereign Instruments	means	Securities of the same features as Thai government instruments issued or guaranteed by foreign governments, foreign finance ministry, central bank, or government organizations, or international organizations, but not including instruments issued by local administrations of that country.
Deposit-Equivalent Instruments	means	<ol style="list-style-type: none">1. Deposits, certificates of deposit, deposit receipts, Islamic deposits, or other instruments similar to deposits.2. Lottery savings issued under the Bank for Agriculture and Agricultural Cooperatives (BAAC) Act.3. Special lottery savings issued under the Government Savings Bank Act (The ministerial regulation governing the Government Savings Bank lottery savings scheme).
Short-term Debenture	means	Debenture with a maturity of not exceeding 270 days as from the issuance date.
Guarantor rating	means	The rating of the binding entity as the certifier, aval issuer, endorser or the guarantor.
International scale	means	The standard for formulating the credit rating for comparison between countries or on international level
National scale	means	The standard for formulating the credit rating for comparison at domestic or national level
Issue rating	means	The credit rating of securities or assets
Issuer rating	means	The credit rating of the issuers or the counter parties
Concentration Limit	means	The investment limit which is calculated by the interests in the enterprise invested by the Fund.
Counterparty Limit	means	The investment limit which is calculated by the counterparties engaged in the derivatives contracts invested by the Fund.

Group Limit	means	The investment limit which is calculated by the business group, taking into account the investment ratio in every company within the group.
Net Exposure	means	Net investment in a security, directly or indirectly through the investment in instruments or derivatives contracts with that security being an underlying asset. This results in the Fund's exposure to the risk of that security.
Organized market	means	The center of communication between traders as a place for negotiations as well as sharing of information on the instruments between the buyers and sellers.
OTC derivatives	means	Derivatives traded outside the derivatives exchange
Obligor	means	An entity or a person who is contractually bound to make payments as per the financial instruments as the issuer, payer, certifier, aval issuer, endorser or guarantor as the case may be.
Underlying	means	Goods, variables or securities used as the benchmark

“Manulife Strength - Foreign Fixed Income Fund 3Y” Open-ended Mutual Fund Project

Name of Management Company : Manulife Asset Management (Thailand) Company Limited
Address of Management Company : 6th Floor Manulife Place, 364/30 Sri Ayudhya Road,
Thanon Phayathai, Rajthevee, Bangkok 10400
Tel. (66)2246-7650 Press 2 Fax (66)2642-6341
Website: www.manulife-asset.co.th

1. Name, Type, and Maturity of the Project

- 1.1 Name of the Project in Thai : กองทุนเปิด แมนูไลฟ์ สเตริงค์ ตราสารหนี้ต่างประเทศ 3Y
- 1.2 Name of the Project in English : Manulife Strength - Foreign Fixed Income Fund 3Y
- 1.3 Abbreviated Name : MS-FFI3Y
- 1.4 Type of the Project : Open-ended fund
- 1.5 Type of Sales : Only once during the IPO period
- 1.6 Maturity of the Project : To be determined
- 1.7 Project Life : 3 years but not less than 2 years 11 months and not more than 3 years 1 month from the day following the date of registration of the Fund’s assets.
- 1.8 Expiry Date of the Project (In case of a Term Fund) :-
- 1.9 Conditions (regarding project life) :
- (1) The Project Life is approximately 3 years but not less than 2 years 11 months and not more than 3 years 1 month from the day following the date of registration of the Fund’s assets. The Management Company shall notify the end date of the Project Life to the Unitholders by announcing on its website within 15 days from the date of registration of the Fund’s assets.
 - (2) The Management Company may consider terminating the Project during or upon expiry of the initial offering period if the Fund mobilizes less than Baht 875 million or less than USD 25 million; and/or the Fund cannot invest in line with its investment objective appropriately due to any factors resulting in the significant drop in the rate of return of the instruments to be invested by the Fund. Such decision shall be at the discretion of the Management Company, taking into consideration the maximum interest of the Fund and the Unitholders.
 - (3) In the case there are other changes that affect the overseas investment of the Fund in a particular country such as changes to the regulations related to investment of the country that the Fund invests in or other changes that may result in the Fund being unable to exchange the currency into Thai Baht prior to the Fund’s maturity date, the Fund will have a Project Life that is longer than initially specified. The Management Company reserves the right to consider such investment, including the benefits from such investment, to invest in various assets or other types of investment that do not conflict with the notification of the Office of the SEC for the utmost benefits of the Unitholders which the Management Company will promptly notify the Unhitholders.
- 1.10 Characteristic of the Project : Mutual Fund for Retail Investors
- 1.11 Characteristic of the Offer : Offered in Thailand

2. Registered Capital, Par Value, Number, Type and Subscription Price of Mutual Fund Units

2.1 Registered Capital : Baht 2,000.00 million

2.2 Condition (Regarding registered capital) :

During the IPO period, the Management Company may exercise a green shoe option of up to 15 percent of the Registered Capital.

2.3 Par Value per Unit : Baht 10

2.4 Number of Mutual Fund Units : 200,000,000 units

2.5 Initial Offer Price : Baht 10 per unit

2.6 Minimum Value of Initial Purchase (IPO) : Baht 10,000

2.7 Minimum Value of Subsequent Purchase : N/A

2.8 Minimum Value of Redemption : N/A

2.9 Minimum Number of Mutual Fund Unit to be Redeemed : N/A

2.10 Minimum Value to be Maintained in an Account : N/A

2.11 Minimum Number of Mutual Fund Unit to be Maintained in an Account : N/A

2.12 Additional Details: N/A

3. Objectives of the Project, Investment Policy, Characteristics of the Project, Type and Limits of Investment in Securities or Holding of Other Assets or Other Means to Seek Investment Returns for the Fund

3.1 Objectives of the Project:

The objective of the Project is to raise funds from the general public and/or various juristic persons in order to invest in bonds, both locally and internationally. The Fund suits the type of investors who are able to invest for the full life of the Fund and are able to accept investment risk from overseas investments.

3.2 Type of Fund by Investment Policy: Fixed Income Fund

3.3 Type of Fund by Special Characteristics: N/A

3.4 Type of Fund by Domestic and Offshore Investment: Foreign Investment Fund with risk exposure

3.5 Borrowing Policy (if any):

The Management Company may borrow money, or enter into transaction under Repurchase or Reverse Repurchase Agreements, on behalf of the Fund; which is in compliance with the regulations announced and determined by the Office of Securities and Exchange Commission.

3.6 Investment in Derivatives: Yes

Purpose of Derivatives Investment: For hedging against risk

3.7 Investment in Structured Notes: None

3.8 Management Style: buy-and-hold

3.9 Benchmark:

The benchmark is Bofa Merrill Lynch 1-5 year Asian Dollar Index in US currency adjusted with the exchange rate for conversion to Thai Baht as at the date on which return is calculated.

The Management Company reserves the right to change the benchmark in correspondence with the Master Fund if the change is appropriate and in line with the objective or investment policy of the Fund, subject to consent granted by the Fund Custodian. In this regard, the Management Company shall notify the Unitholders at least 90 days prior to the change and will demonstrate both the existing and the new benchmark for comparison of the Fund's performance for no less than 1 year, which is in compliance with the regulations stipulated by the Association of Investment Companies (AIMC) or related competent authorities.

Notwithstanding, in the case that the change of benchmark is caused by exogenous factors, e.g., the service provider discontinues the calculation of such benchmark, or the change of benchmark is in response to the regulator's directive, etc., the Management Company reserves the right to proceed with the change without prior notification to the Unitholders. In this respect, the Management Company will place announcements at the office of the Management Company or at every contact of the Subscription or Redemption Supporting Agents or via the website of the Management Company.

3.10 Payment of Investment Return: Non-Complex Return Payment

3.11 Details of the Investment Policy and Special Features:

The Fund has an investment policy to invest in bonds and/or deposits and/or financial instruments that overseas governments, government agencies/organization, state enterprises and/or financial institutions and/or private sectors are the issuers, certifiers, aval issuers or the guarantors with investment grade credit ratings as well as bonds and/or deposits with non-investment grade credit ratings and/or unrated bonds. However, the Fund shall investment offshore averaged in one accounting period no less than 80% of the Fund's NAV.

The Management Company shall assign Manulife Asset Management (Hong Kong) Limited to undertake the function of foreign investment of the Fund. The rights, duties and responsibilities of the investment outsourcing service provider as well as the conditions regarding change of foreign investment outsourcing service provider shall be in line with the details specified in the fund scheme and the foreign investment outsourcing contract. Manulife Asset Management (Hong Kong) Limited is incorporated in Hong Kong and is authorized to operate fund management business under the supervision of the Securities and Futures Commission of Hong Kong which is an ordinary member of the International Organizations of Securities Commission (IOSCO). In this respect, the foreign investment service provider may invest part or all of the Fund's assets in the assets and/or scurrilities under management of the foreign investment service provider and/or its related companies at the discretion of the foreign investment service provider.

For the remaining investment portion, the Fund may invest in hybrid instruments and/or other types of securities or assets; or seek investment returns by other means, domestically and abroad, as stipulated or approved by the Office of the SEC.

Additionally, the Fund will consider investing in derivatives whereby the agreement for fully hedging against exchange rate will be made. However, the Fund will not invest in the Structured Note

Under normal situation, the Fund shall invest an average of no less than 80 percent of its asset value in any accounting period in foreign securities. However, in the case that the investment situation overseas is deemed inappropriate; i.e., highly volatile market and economic situations, and/or occurrence of natural disasters, war, or any extraordinary circumstances; and/or changes in relevant rules and regulations locally and in the countries in which the Fund is invested, and/or pending approval of the authorities concerned for an increase in the permitted amount for offshore investment; and/or the event that the permitted amount for offshore investment has been temporarily fully invested by the Fund, and/or other uncontrollable or any necessary / reasonable causes, etc.; the Management Company may not be able to invest in accordance with the aforementioned investment limits. In this respect, the Management Company shall report to the Office of the SEC the inability to maintain the investment limits as prescribed in the Project.

The maintenance of foreign investment limits as mentioned above shall not be applicable during the pre-investment period which takes about 30 days following the Fund's registration date, and/or during the period of about 30 days before the Fund's dissolution date (in the case that the dissolution is known in advance), and/or during the period when investors purchase or redeem or switch significantly large amount of Mutual Fund Units so that the Management Company cannot make the investment overseas promptly (which take no less than 10 business days following the date that such purchasing or redemption or switching order is placed). The Fund may have to suspend its overseas investment for a while during the period stated above and consequently may sometimes be unable to invest overseas in compliance with the prescribed investment limits.

3.12 Details of Foreign Investment: The Fund has the investment policy that results in its net exposure in the foreign securities on average no less than 80% of the Fund's NAV and not exceeding the permitted amount.

3.13 Type of Securities or Other Assets or Other Means to Seek Investment Returns:

3.13.1 Type of Securities or Other Assets or Other Means to Seek Investment Returns Locally

The Management Company shall invest in or hold securities or other assets issued by; or enter into derivatives contracts with counterparties who are, enterprises established under Thai laws in accordance with the notifications of the SEC, or the Office of the SEC, or the Capital Market Advisory Board, as follows:

Section 1: Type and Qualification of General Financial Instruments

1. Type of Instruments

1.1 Domestic Debt Instruments

- (1) Bonds
- (2) Treasury bills
- (3) Debentures (not including convertible debentures, structured notes, and Basel III-Compliant Instruments)
- (4) Bills of exchange (B/Es)
- (5) Promissory notes (P/Ns)
- (6) Debenture warrants
- (7) Depository receipts having bonds or debentures as underlying assets
- (8) Other debt instruments having similar characteristics to those of the debt instruments according to (1)-(7) to be specified by the Office of the SEC.

1.2 Domestic Hybrid Instruments (not including Basel III-Compliant Instruments). In this respect, if the mutual fund exercises the right to convert the hybrid instruments into equity shares, the Management Company shall dispose such shares within 30 days from the date the fund receives the shares. During the said period, the fund shall not be regarded as having investment in such shares.

2. Qualification of Instruments and Investment Rules

The investible instruments according to 1. must have all the following qualifications:

- 2.1 Free of any restrictions or conditions resulting in the obligations of the investors greater than the investment value in such instrument.
- 2.2 Being transferable (including B/Es or P/Ns which are non-transferable but the Fund has arranged to accept the transfer of rights in such instrument in compliance with the procedures stipulated by laws or the Fund is entitled to sell back the instruments to the issuers).
- 2.3 Having relevant information accessible to the Management Company for supporting investment decision making regularly; and having price that reflects the fair value which are reliable, referable, and in line with international academic standards.

Section 2: Deposits or Deposit-Equivalent Instruments

Deposits at or deposit-equivalent instruments issued by the following:

1. Commercial banks; finance companies; or credit foncier companies established under laws governing businesses of financial institutions;
2. Government Savings Bank;
3. Government Housing Bank;
4. Bank for Agriculture and Agricultural Cooperatives;
5. Second Mortgage Corporation
6. Small and Medium Enterprise Development Bank of Thailand;
7. Export-Import Bank of Thailand;
8. Islamic Bank of Thailand;
9. International financial institutions of which Thailand is a member.
10. Foreign financial institutions with similar characteristics to 1-9.

Section 3: Reverse repurchase transactions (Reverse Repo)

Investment in reverse repo must be in accordance with the following regulations:

1. The counterparty must be juristic person eligible for being engaged as counterparty of a reverse repo transaction under Thai laws as follows:
 - 1.1 Commercial banks;

- 1.2 Finance companies;
 - 1.3 Credit foncier companies;
 - 1.4 Securities companies;
 - 1.5 Insurance Company;
 - 1.6 Bank of Thailand;
 - 1.7 Financial Institutions Development Fund (FIDF);
 - 1.8 Juristic persons established under special laws;
 - 1.9 Government agencies and state enterprises under the law governing budget procedure.
2. The securities used under reverse repo agreement must be as follows:
- 2.1 Thai and foreign government instruments. In case of a foreign government instrument, it must maintain a credit rating of investment grade;
 - 2.2 B/Es, P/Ns, certificates of deposit, and short-term debentures which commercial banks, finance companies or banks established under special laws acting as obligor and the remaining maturity of less than 1 year;
 - 2.3 B/Es, or P/Ns issued by TSFC with the maturity of not exceeding 270 days and are payable at call or at sight;
 - 2.4 B/Es or P/Ns with a maturity of not exceeding 90 days maintaining the following credit ratings:
 - 2.4.1 the highest investment grade rating granted to either the issue or the issuer. In case of issuer rating, such rating must be a short term rating; or
 - 2.4.2 the guarantor rating of investment grade.
 - 2.5 Debt instruments with the remaining maturity of not exceeding 1 year registered with the Thai Bond Market Association (ThaiBMA) or having a reliable and referable price disclosed to the public. Such instruments must also have either of the following credit ratings:
 - 2.5.1 The top 2 investment grade short-term rating or the long-term credit rating comparable to the short-term ratings as compared by the CRA;
 - 2.5.2 The top 3 investment grade long-term rating.
 - 2.6 Debt instruments with the remaining maturity of not exceeding 1 month registered with the Thai Bond Market Association (ThaiBMA) or having a reliable and referable price disclosed to the public. Such instruments must also have either of the following credit ratings:
 - 2.6.1 The top 3 investment grade short-term rating or the long-term credit rating comparable to the short-term ratings as compared by the CRA;
 - 2.6.2 The top 4 investment grade long-term rating.

- 2.7 Other securities to be specified by the Office of the SEC.
3. The debt repayment period of the reverse repo agreement must not be longer than 90 days.
4. Additional rules for Management Company in investment in reverse repo transactions:
 - 4.1 Must use the standard agreement determined by the ThaiBMA or TSFC.
 - 4.2 The securities under the reverse repo agreement must not be sold or transferred unless the transaction falls under the following cases:
 - 4.2.1 The sale or transfer of securities is in accordance with the provisions specified in the contract.
 - 4.2.2 The sale of securities is in accordance with the notification of the SEC governing the rules, conditions and procedures in borrowing on behalf of the mutual fund and the incurrence of obligations to the assets of the mutual fund.
 - 4.3 The value of the securities or instruments purchased on the beginning date of the agreement must be calculated by the following calculating formula (except for the case of investment by non-retail private fund):

Value of the security or instrument purchased > (Purchasing Price x (1 + discount rate))

Purchasing Price = The price that the Fund pays to counterparty for the purchase of securities or instruments under reverse repo agreement.
 - 4.4 The maintenance of the value of the securities or instruments purchased at the end of the day shall be in accordance with the following rules:
 - 4.4.1 Value of the securities or instruments purchased > (the value of reverse repo x (1 + discount rate))
 - 4.4.2 If the value of the securities or instruments purchased at the end of the day is not in line with the formula in 4.4.1, the Management Company shall call the counterparty to transfer the rights in cash or securities or instruments eligible for reverse repo transactions to the Fund, in order that the aggregate value of the securities or instruments purchased and transferred from the counterparty is in line with the said method at the end of the business day following the day that the value of the purchased securities or instruments is lower than the formula in 4.4.1, except for the case mentioned in 4.4.3.
 - 4.4.3 In case that the outcome of the formula in 4.4.1 indicates that the value of the securities or instruments purchased at the end of the day is lower than the value of reverse repo x (1 + discount rate) in the amount not exceeding Baht 5 million or not exceeding 5% of the purchasing

price, whichever is lower, and the circumstance has been specified in the agreement by taking into account the factor of counterparty risk, the Management Company may not proceed as 4.4.2

- 4.5 Method of calculating the value of reverse repo according to 4.4 :
 - 4.5.1 Calculate the purchasing price combined with the interests entitled to the Fund from reverse repo on the date of calculation.
 - 4.5.2 Calculate by each transaction; or calculate in aggregate of net value of all transactions the Fund entering into agreement with the same counterparty, with the provisions in the agreement that repayment of debts from any transaction can be enforced through the securities or instruments purchased or assets transferred according to 4.4.2 under other reverse repo transactions (if any).
- 4.6 The discount rate used in the calculation but be determined based on the risk factors involved with the counterparties, and the purchased securities or instruments.

Section 4: Securities lending transactions

Investment in securities lending transactions must be in line with the following rules:

1. The counterparty of securities lending agreement must be granted a license to undertake SBL business. In case that such counterparty acts as the agent of the securities borrower, the borrower must be one of the following persons who are eligible for conducting business under Thai laws:
 - 1.1 An authorized SBL operator;
 - 1.2 Bank of Thailand;
 - 1.3 Financial Institutions Development Fund (FIDF);
 - 1.4 Export-Import Bank of Thailand;
 - 1.5 Commercial banks;
 - 1.6 Finance companies;
 - 1.7 Securities companies;
 - 1.8 Life insurance companies;
 - 1.9 Non-retail private funds;
 - 1.10 Government Pension Fund;
 - 1.11 Other juristic persons to be specified by the Office of the SEC.
2. The lent securities must be those under the securities depository system of the TSD, or securities which the Bank of Thailand acting as securities registrar.
3. In placing or calling collateral, the Management Company shall proceed as follows:

- 3.1 Arrange for the collateral to be placed or called by the securities borrower and lender. The collateral must be as follows:
 - 3.1.1 Cash;
 - 3.1.2 Thai government instruments;
 - 3.1.3 B/Es, P/Ns, certificates of deposit, or short-term debentures which commercial banks, finance companies or banks established under special laws acting as obligor;
 - 3.1.4 B/Es, or P/Ns issued by TSFC with the maturity of not exceeding 270 days and are payable at call or at sight;
 - 3.1.5 B/Es or P/Ns with a maturity of not exceeding 90 days maintaining the following credit ratings:
 - 3.1.5.1 The highest investment grade rating granted to either the issue or the issuer. In case of issuer rating, such rating must be a short term rating; or
 - 3.1.5.2 The guarantor rating of investment grade;
 - 3.1.6 Debt instruments maintaining the credit rating of investment grade;
 - 3.1.7 Letters of credit issued by commercial banks to the Fund for use as collateral;
 - 3.1.8 Shares listed on the SET which constitute the SET50 Index. In this regards, if the Fund does not have an objective to invest in equity instruments, it cannot accept such securities as collateral.
 - 3.1.9 Mutual fund units of money market funds.
- 3.2 Arrange for the Fund to have rights over or possess the collateral identified in 3.1 or arrange by other means for the Management Company to enforce the debt payment form such collateral promptly.
- 3.3 The collateral identified in 3.1 which is owned by the Fund cannot be transferred or resold or enforced as debt repayment unless such enforcement is in accordance with the securities lending agreement.
- 3.4 Maintain the collateral value at the end of the day > 100% of the value of the securities loaned.
- 3.5 In case where cash is placed as collateral, the cash shall be invested in the following assets immediately:
 - 3.5.1 Deposits at commercial banks or banks established under special laws;
 - 3.5.2 Certificates of deposit or P/Ns as follows:

- 3.5.2.1 B/Es, P/Ns, certificates of deposit, or short-term debentures which commercial banks, finance companies or banks established under special laws acting as obligor;
 - 3.5.2.2 B/Es, or P/Ns issued by TSFC with the maturity of not exceeding 270 days and are payable at call or at sight;
 - 3.5.2.3 B/Es or P/Ns with a maturity of not exceeding 90 days maintaining the following credit ratings:
 - 3.5.2.3.1 The highest investment grade rating granted to either the issue or the issuer. In case of issuer rating, such rating must be a short term rating; or
 - 3.5.2.3.2 The guarantor rating of investment grade;
 - 3.5.3 Thai government instruments;
 - 3.5.4 Reverse repo transaction of Thai government instruments.
4. The securities borrowing and lending contract shall be made with the characteristics and material information in accordance with the notification of the Office of the SEC concerning provisions relating to working system, securities borrowing and lending contract and collateral for securities borrowing and lending transactions.

Section 5: Derivatives transactions as per the following investment rules:

1. Type of underlying

The derivatives contracts that the Fund can enter into shall have one or more of the following assets as underlying:

- 1.1 assets investible by the Fund;
- 1.2 foreign exchanges;
- 1.3 other underlying to be specified by the SEC Office.

In case that the derivatives contract uses the price of the underlying as underlying price, such underlying price must be the spot price or price of the derivatives only. As for price of other underlying which is not an index or the component of an index, such price must be widely accepted and publicly disclosed.

2. Investment Conditions

The Management Company can invest in derivations provided that

- 2.1 The Fund has specified investment in derivatives and the underlying of such derivatives clearly in the Project's Details.
- 2.2 The Management Company is engaged as counterparty of either of the following derivatives contracts:
 - 2.2.1 Derivatives on organized exchange;

2.2.2 OTC derivatives in Thailand with commercial banks, banks established under special laws, derivatives agents, or derivatives dealers engaged as counterparty of the contract.

2.3 In case that delivery of financial product is required for settlement upon expiration of the contract, such product must be investible by the Fund, whether the Fund is the transferor or transferee of the product.

3. Cover Rule

Throughout the period of investment in derivatives, the Management Company shall arrange to have sufficient amount of quality and liquid assets of the Fund in order to cover the contractual obligation Fund upon expiration of the contract in compliance with the rules specified by the Office of the SEC.

4. Additional Rules regarding investment for hedging purpose

If the Management Company invests in derivatives with underlying which is different from the asset intended for hedging against risk, such investment must be in accordance with the regulations of the Office of the SEC.

5. Additional Rules regarding investment in OTC derivatives

The Management Company shall arrange to have the following provisions in the OTC derivatives contract:

5.1 the counterparty shall calculate and notify the fair value of the invested derivatives to the Management Company on the 15th and the end of each month. In case that such dates fall on the holidays of the Management Company, the calculation and notification of the fair value shall be postponed to the next business day.

5.2 upon occurrence of the event that has significant impact on the price of the derivatives, the counterparty shall calculate and notify the fair value to the Management Company immediately.

5.3 the counterparty agrees to offset the position of the contract upon request of the Management Company.

3.13.2 Type of Securities or Other Assets or Other Means to Seek Investment Returns Overseas

The Management Company shall invest in or hold securities or other assets issued by; or enter into derivatives contracts with counterparties who are, enterprises established under foreign laws. In this respect, the securities or contracts must be offered for sale or made in the country of which its regulatory body is an ordinary member of International Organization of Securities Commission (IOSCO) or its securities exchange is a member of World Federations of Exchange (WFE); or issued by enterprises located in as well as offered for sale in the country in the Greater Mekong Subregion (GMS).

Section 1: Type and Qualification of General Financial Instruments

1. Type of Foreign Instruments

1.1 Foreign Debt Instruments

- (1) Bonds
- (2) Treasury bills
- (3) Debentures (not including convertible debentures, structured notes, and Basel III-Compliant Instruments)
- (4) Bills of exchange (B/Es)
- (5) Promissory notes (P/Ns)
- (6) Debenture warrants
- (7) Depository receipts having bonds or debentures as underlying assets
- (8) Other debt instruments having similar characteristics to those of the debt instruments according to (1)-(7) to be specified by the Office of the SEC.

1.2 Foreign Hybrid Instruments (not including Basel III-Compliant Instruments). In this respect, if the mutual fund exercises the right to convert the hybrid instruments into equity shares, the Management Company shall dispose such shares within 30 days from the date the fund receives the shares. During the said period, the fund shall not be regarded as having investment in such shares.

2. Qualification of Instruments and Investment Rules

The investible instruments according to 1. must have all the following qualifications:

- 2.1 Free of any restrictions or conditions resulting in the obligations of the investors greater than the investment value in such instrument.
- 2.2 Being transferable (including B/Es or P/Ns which are non-transferable but the Fund has arranged to accept the transfer of rights in such instrument in compliance with the procedures stipulated by laws or the Fund is entitled to sell back the instruments to the issuers).
- 2.3 Having relevant information accessible to the Management Company for supporting investment decision making regularly; and having price that reflects the fair value which are reliable, referable, and in line with international academic standards.

Section 2: Deposits or Deposit-Equivalent Instruments

Deposits at or deposit-equivalent instruments must be deposits at foreign financial institutions or foreign instruments equivalent to deposits of the following deposit-takers:

- (1) Commercial banks; finance companies; or credit foncier companies established under laws governing businesses of financial institutions;
- (2) Second Mortgage Corporation;
- (3) Foreign financial institutions having similar characteristics as the deposit-takers identified in (1) - (2).

Section 3: Derivatives transactions as per the following investment rules:

1. Type of underlying

The derivatives contracts that the Fund can enter into shall have one or more of the following assets as underlying:

- 1.1 assets investible by the Fund.
- 1.2 foreign exchanges
- 1.3 other underlying to be specified by the SEC Office.

In case that the derivatives contract uses the price of the underlying as underlying price, such underlying price must be the spot price or price of the derivatives only. As for price of other underlying which is not an index or the component of an index, such price must be widely accepted and publicly disclosed.

2. Investment Conditions

The Management Company can invest in derivations provided that

- 2.1 The Fund has specified investment in derivatives and the underlying of such derivatives clearly in the Project's Details.
- 2.2 The Management Company is engaged as counterparty of either of the following derivatives contracts:
 - 2.2.1 Derivatives on organized exchange;
 - 2.2.2 In case of foreign OTC derivatives, the counterparty must be juristic person authorized to undertake derivatives business under the supervision of the regulator which is an ordinary member of IOSCO or a member of WFE.
- 2.3 In case that delivery of financial product is required for settlement upon expiration of the contract, such product must be investible by the Fund, whether the Fund is the transferor or transferee of the product.

3. Cover Rule

Throughout the period of investment in derivatives, the Management Company shall arrange to have sufficient amount of quality and liquid assets of the Fund in order to cover the contractual obligation Fund upon expiration of the contract in compliance with the rules specified by the Office of the SEC.

4. Additional Rules regarding investment for hedging purpose

If the Management Company invests in derivatives with underlying which is different from the asset intended for hedging against risk, such investment must be in accordance with the regulations of the Office of the SEC.

5. Additional Rules regarding investment in OTC derivatives

The Management Company shall arrange to have the following provisions in the OTC derivatives contract:

- 5.1 The counterparty shall calculate and notify the fair value of the invested derivatives to the Management Company on the 15th and the end of each month. In case that such dates fall on the holidays of the Management Company, the calculation and notification of the fair value shall be postponed to the next business day.
- 5.2 Upon occurrence of the event that has significant impact on the price of the derivatives, the counterparty shall calculate and notify the fair value to the Management Company immediately.
- 5.3 The counterparty agrees to offset the position of the contract upon request of the Management Company.

3.14 Limits of Investment in Securities or Holding of Other Assets for the Fund

Limits of Investment in Securities or Holding of Other Assets for the Fund Locally and Abroad

Section 1: Single Entity Limit

Item	Type of Asset	Limit (% of NAV)
1	Thai government instruments	None
2	Foreign sovereign instruments	None
	2.1 Top 2 credit-rating	
	2.2 Investment grade of credit rating but lower than the top 2 levels	Not exceeding 35%
3	Deposits or deposit-equivalent instruments with either of the following characteristics: 3.1 Investment grade of credit rating 3.2 Deposits at and government-guaranteed instruments issued by the Government Savings Bank. (excluding deposits or deposit-equivalent instruments for the Fund's operations)	Not exceeding 20% (or not exceeding 10 in case of foreign investment or the obligor having a domicile in foreign country and choose to have a national-scale credit rating.)

4	<p>Instrument with all of the following characteristics:</p> <p>4.1 Debt instruments or hybrid instruments issued by enterprise established under Thai laws or branch of foreign commercial bank authorized to operate commercial banking business in Thailand.</p> <p>4.2 Offered in Thailand</p> <p>4.2 Investment grade of credit rating</p> <p>4.4 Instruments traded on the organized market system or equivalent.</p>	<p>Not exceeding the following limits, whichever is higher.</p> <p>(1) 20%; or</p> <p>(2) Weighting of the instruments in the benchmark +5%</p>
5	<p>The following assets:</p> <p>5.1 Instruments with the following characteristics:</p> <p>5.1.1 Debt instruments or hybrid instruments</p> <p>5.1.2 Investment grade of credit rating</p> <p>5.1.3 Instruments issued by enterprise established under Thai law and offered for sale in foreign country or issued by enterprise established under foreign law (not including branch of foreign commercial banks authorized to undertake commercial banking business in Thailand)</p> <p>5.1.4 Instruments in the organized market system or equivalent.</p> <p>5.2 The following transactions of which counterparty has an investment grade of credit rating:</p> <p>5.2.1 Reverse repo transactions</p> <p>5.2.2 OTC derivatives</p>	<p>Not exceeding the following limits, whichever is higher.</p> <p>(1) 15% (or not exceeding 10 in case of foreign investment or the obligor having a domicile in foreign country and choose to have a national-scale credit rating).</p> <p>(2) Weighting of the instruments in the benchmark +5%</p>
6	Assets other than those mentioned in 1-5 (SIP)	Not exceeding 5%.

Section 2: Group Limit

Item	Type of Asset	Limit (% of NAV)
1	Investment in the assets of every company under the same business group or engaging as counterparty of the financial transactions with such companies.	<p>Not exceeding the following limits, whichever is higher.</p> <p>(1) 25%; or</p> <p>(2) Weighting of the instruments in the benchmark +10%</p>

Remark: Investment in derivatives on organized market does not have group limit with respect to counterparty of the derivatives contract.

Section 3: Product Limit

Item	Type of Asset	Limit (% of NAV)
1	<p>Cash deposits or deposit-equivalent instruments, bills of exchange, or promissory notes issued or paid by the following juristic persons established under Thai laws (not including foreign branch of such juristic persons), or having such juristic persons as counterparty:</p> <p>1.1 Banks or financial institutions established under special laws;</p> <p>1.2 Commercial banks;</p> <p>1.3 Finance companies;</p> <p>1.4 Credit foncier companies;</p> <p>1.5 The Second Mortgage Corporation.</p> <p>(Not including deposits or deposit-equivalent instruments for the Fund's operations and assets transferred to the Fund by the counterparty according to the reverse repo, securities lending or derivatives contracts.)</p>	<ul style="list-style-type: none"> - In aggregate not exceeding an average of 45% in any accounting period. - The above limit shall not be applicable to the funds with remaining project life or agreement maturity of 6 months or lower. In this respect, the Fund must have a project life or agreement maturity of one year or higher.
2	<p>The following assets:</p> <p>2.1 Non-negotiable bills of exchange or promissory notes that the Fund has arranged to have the claims in the instrument transferred according to the method stipulated by laws or instruments having the condition that the Fund can sell back to the issuer.</p> <p>2.2 Deposits or deposit-equivalent instruments with the maturity longer than 12 months.</p> <p>2.3 Total Specific Investment Product (SIP) in accordance with No. 5 of this section.</p> <p>(This provision shall not be applicable to investment in closed-end mutual funds and "Buy & Hold" funds that invest in B/E, P/N, SN, deposits or deposit-equivalent instruments with a maturity not longer than the maturity of the fund or the investment period of the fund; or that invest in derivatives so that the life of the instruments is in correspondence with the maturity of the Fund.)</p>	<p align="center">In aggregate not exceeding 25%</p>
3	<p>Reverse repo transactions</p>	<p align="center">Not exceeding 25%</p>
4	<p>Securities lending transactions</p>	<p align="center">Not exceeding 25%</p>
5	<p>The following instruments: (Total SIP)</p> <p>5.1 Debt instruments, hybrid instruments not traded on the organized market or equivalent, but not including B/E and P/N.</p>	<p align="center">In aggregate not exceeding 15%</p>
6	<p>Derivatives</p> <p>Hedging Limit: Engagement in derivatives transactions for hedging purpose.</p>	<p align="center">Not exceeding the existing risk exposure.</p>

Section 4: Concentration Limit

Item	Type of Asset	Limit (% of NAV)
1	Debt instruments or hybrid instruments of a single issuer (not including Thai government debt instruments or foreign sovereign debt instruments)	Not exceeding one-third of the total liability of that issuer (according to the disclosure of the latest financial statements) <u>Remark:</u> The total liability shall not include account payable, unearned revenue, accrued expenses and liability of creditor related to the company such as borrowings from related parties, etc.

Section 5: Procedures when the Invested Assets are Disqualified or the Investment Limits are exceeded

1. In the case where the Fund has initially invested in compliance with the prescribed regulations but the qualification of the invested assets has changed later, causing such assets to become disqualified and could no longer be held as assets of the Fund, the Management Company shall proceed as follows:
 - (1) Prepare a report specifying the name, amount, limit for investing such assets, and the date of disqualification; and submit the report to the SEC Office as well as the Fund's Custodian within the business day next to the date of disqualification. The copy of the report shall be retained at the office of the Management Company for inspection.
 - (2) Dispose the disqualified assets within the first possible opportunity by taking into consideration the best interest of the investors, but not later than 90 days from the date of disqualification, except where the circumstance is in accordance with Clause 4 of this Section.
 - (3) In the case where the Management Company is able to the dispose the disqualified assets or the qualification of such assets has changed so that they become investible assets of the Fund in compliance with the prescribed regulations, the Management Company shall prepare a report specifying the name, amount, limits for investing such assets, and the date of disposition or the date of change of qualification, as the case may be; and submit the report to the SEC Office as well as the Fund's Custodian within the business day next to the date of occurrence of the circumstance.

2. In the case where assets at the time of investing have obtained the value of not exceeding the prescribed limits but the value later exceeded such limits for 5 consecutive days without any increase in investment, the Management Company shall proceed as follows:
 - (1) Prepare a report specifying the name, amount, limit for investing such assets, and the date on which such assets obtain the value exceeding investment limits; and submit such report to the SEC Office as well as the Fund's Custodian within the business day next to the last business day of the five consecutive business day period and retain a copy of such report at the office of the Management Company for inspection.
 - (2) Do not make any additional investment until the Management Company is able to rectify their limits to comply with the prescribed limits.

- (3) Rectify the exceeding limits within the first possible opportunity by taking into consideration the best interest of the investors, but no later than the period specified below, except where the circumstance is in accordance with Clause 4 of this Section.
 - (a) 30 days from the end of the accounting period in case where the invested assets exceeding investment limits are deposits, deposit-equivalent instruments, bills of exchange, or promissory notes according to Clause 3 of Section 3.
 - (b) 90 days from the last day of the five consecutive business day period as mentioned above in case where the invested assets are any other types than (3) (a).
 - (4) After rectifying the exceeding investment limits to comply with the prescribed rules, the Management Company shall prepare a report specifying the name, amount, limit for investing such assets, and the date on which such exceeding limits are rectified; and submit such report to the SEC Office as well as the Fund's Custodian within the business day next to the day on which the exceeding limits are rectified.
3. In the case where assets at the time of investing have obtained the value of not exceeding the prescribed limits but the value later exceeded such limits due to the following causes, the Management Company shall proceed in accordance with Clause 2 of this Section, *mutatis mutandis*.
 - (1) In the case where the Fund invests or exercise subscription rights for the rights issue of any shares.
 - (2) In the case where the assets have been donated to the Fund.
 4. In the case where the Management Company is not able to rectify the exceeding investment limits to comply with the prescribed rules according to the procedure specified in 1 (2) or 2 (3) due to force majeure events or any other necessary causes; or the Management Company is of the opinion that such actions are not beneficial for the investors, the Management Company may proceed otherwise appropriately at its discretion by taking into consideration the best interest of the investors. In this respect, the Management Company shall submit a report of its procedures to the SEC Office, Unitholders, and the Fund's Custodian, prior to the expiry of the rectification period as specified. The Management Company may submit such report to Unitholders via publication on the Company's website.

Section 6: Procedures when the Investment of the Fund Does Not Comply with the Investment Policy According to Fund Type Classification

1. In the case where the investment limits of the Fund are not in compliance with the investment policy according to fund type classification, the Management Company shall proceed as follows:
 - (1) Prepare a report of non-compliant investment together with the causes of non-compliance and submit it to the SEC Office as well as the Fund's Custodian within the business day next to the date on which the investment is not comply with the prescribed investment policy. A copy of such report shall be retained at the office of the Management Company for inspection.
 - (2) Proceed to rectify the investment limits of the Fund to comply with the investment policy or change the type of the Fund in accordance with the rules and regulations prescribed under Clause 2 of this Section.

2. In the case where the investment limits of the Fund is not comply with the investment policy according to fund type classification, the Management Company shall rectify the investment limits accordingly within 90 days from the date on which the investment limits of the Fund is non-compliant, except in the case where the Management Company obtain the Unitholders' resolution to change the type of fund within the said period.

In changing the type of fund according to paragraph one, the Management Company shall arrange to have the method in place to enable the existing Unitholders to exit the Fund before the fund type change is effective. Such method shall allow adequate time frame and ensure fair treatment to all Unitholders. Besides, after obtaining the Unitholders' resolution to change the type of fund, the Management Company shall halt collecting redemption fees from every Unitholder until the fund type change is effective. Upon expiry of the 90-day period from the non-compliance date of investment policy, the Management Company shall not offer additional Mutual Fund Units if the process of fund type change is still incomplete.

4. Class of Unit :

- None -

5. Initial Public Offering for Sale of Mutual Fund Units

5.1 Channels for Initial Public Offering:

- The Management Company
- The Subscription or Redemption Supporting Agents
- Any other channels to be specified by the Management Company

5.2 Details for the Initial Public Offering for Sale of Mutual Fund Units:

The Management Company will offer initial subscription of the Mutual Fund Units on the date and time as specified in the Summary Prospectus. In case of the fund's being oversubscribed before the IPO's closing date, the Management Company reserves the right to suspend the subscription before the IPO's closing date. In this respect, the Management Company will post such announcement at the Company and/or the Subscription or Redemption Supporting Agents.

The Management Company reserves the right to consider the information and the execution time using the evidences at the Management Company as reference only.

5.2.1 Methods for Obtaining the Prospectus, Subscription Order Form, and Application Form for Account Opening

Subscribers wishing to invest in the Mutual Fund Units can obtain the Fund's Summary Prospectus, Fund Prospectus (Project's Details), Subscription Order Form, and Application Form for Account Opening (for those who do not have a fund account with the Management Company before), and/or other related documents from the Management Company and/or the Subscription or Redemption Supporting Agents appointed by the Management Company during business hours; or via the website of the Management Company or other channels to be specified by the Management Company in the future. The Mutual Fund Units can be subscribed at a par value of Baht 10 plus a front-end fee (if any) during the IPO period.

5.2.2 Methods for Opening an Account

The subscribers of Mutual Fund Units who do not have a Fund Account with the Management Company should apply for an account opening and place the subscription order simultaneously. In opening an account, the subscriber should fill in the “Application Form for Account Opening”, the “KYC/CDD Questionnaire”, the “Customer’s Suitability (Risk Profile) Assessment Form”, the “Subscription Order Form”, application forms for other related services, and/or any other documents as specified by the Management Company with complete and accurate information. The subscriber must also submit the following evidences to support the account opening, unless a waiver is granted by the Management Company on a case by case basis. In this respect, the Management Company reserves the right to request additional or substitute evidences for consideration as deemed appropriate.

In the case that the Subscriber is a Natural Person

- (1) Certified true copy of ID card or civil official card;
- (2) Certified true copy of passport (foreign investors only);
- (3) Certified true copy of bank pass book indicating name and account number of the depositor;

Or any other additional/substitute documents to be specified by the Management Company.

In the case that the Subscriber is a Juristic Person

- (1) A copy of Company Affidavit duly signed and certified by authorized signatories;
- (2) Copies of Memorandum of Association, Articles of Association and Tax Payer ID card; duly signed and certified by authorized signatories;
- (3) Copies of Certification Letter issued by the juristic person; power of attorney; notifications, orders, internal regulations or evidences for the appointment of authorized persons to perform juristic acts on behalf of the juristic person; duly signed and certified by authorized signatories;
- (4) Copy of delegation letter in case where there is sub-delegation of power to other persons, together with the copies of ID cards of the grantor and the sub-attorney. If such delegation letter is not original, it must be signed and certified by the grantor;
- (5) Shareholders’ Register (Bor Or Jor 5 Form) for limited company or other evidences indicating names of partners or owners of the juristic person as specified by the Management Company; duly signed and certified by authorized signatories;
- (6) Specimen Signature of the authorized persons and the signing conditions.
- (7) Copies of ID cards of the authorized signatories;
- (8) Copy of bank pass book indicating name and account number of the depositor duly signed and certified by authorized signatories;

Or any other additional/substitute documents to be specified by the Management Company.

In the case of other type of person and/or juristic person such as group of persons, unregistered partnership, juristic person established under special law, or independent agency, etc., the Management Company reserves the right to request additional/substitute evidences as deemed appropriate.

Subscribers of Mutual Fund Units are required by the Management Company to disclose information in the “KYC/CDD Questionnaire” in order to comply with the Anti-Money Laundering and Combating of Financing of Terrorism (AML/CFT) measures as stipulated by the Office of the SEC. Meanwhile, the subscribers are required to conduct the “Customer’s Suitability (Risk Profile) Self Assessment” in compliance with the Office of the SEC’s regulations with the objective to let the investors assess their own risk profile and understand their risk-taking capability before making investment decision. In the case that the investors refuse to conduct such suitability assessment, the Management Company is not able to provide them with any advice for investment and they are not allowed to process any transaction including the switching or transfer of any mutual fund.

In addition, the Management Company reserves the right to use such information as evidences in the subscription and redemption of Mutual Fund Units, or as evidences for KYC in the transactions between the Management Company and the Unitholders, and/or as evidences in the verification of unitholder’s signatory in the process of vote casting for Unitholders’ resolution.

5.2.3 Methods for Subscription

5.2.3.1 Through the Management Company and the Subscription or Redemption Supporting Agents

Interested investor can subscribe the Mutual Fund Units by filling in the “Subscription Order Form” and other subscription-related documents specified by the Management Company (if any) , and submit the relevant documents and evidences together with the full subscription payment to the Management Company or the Subscription or Redemption Supporting Agents (if any) in person, or via facsimile, or any other channels to be specified by the Management Company in the future, on the date and business hours as specified in the Prospectus..

Only the subscribers who already have a fund account and have done the risk profile assessment with the Management Company are allowed to send the subscription order to the Management Company via facsimile. The subscribers who have a fund account but have not yet conducted the risk profile assessment are required to complete the assessment questionnaire in order to acknowledge their own risk profile before proceeding to send the subscription order. The subscription order must be sent accompanied with certified copies of the ID card or any evidences of authority to perform juristic act on behalf of the juristic person, as the case may be, to the Management Company.

After receiving the subscription order together with the subscription proceeds in full from the subscriber, the Management Company will in turn send the copy of subscription order to the subscriber for references, except in the case where the subscription order has been sent by facsimile or any other channels to be specified by the Management Company in the future.

5.2.3.2 Sale of Mutual Fund Units through Electronic Transaction Service

(1) Sale of Mutual Fund Units through Internet

The Management Company or the Registrar may arrange to offer the subscription service via internet after the subscriber opens a fund account and applies for the internet subscription service with the Management Company. The subscribers can submit the subscription orders through the website of the Management Company via internet in accordance with the criteria, conditions, and procedures specified by the Management Company or the Registrar upon approval of the Office of the SEC.

(2) Sale of Mutual Fund Units through Other Electronic Transaction Services

The Management Company may introduce the method of Mutual Fund Unit subscription via telephone, Automatic Teller Machine (ATM), or any other electronic medias in the same way, in order to facilitate the subscribers in the future, without being regarded as an amendment to the Project. In this respect, the Management Company shall set forth relevant criteria, conditions, procedures, and time schedule for the subscribers to follow when it is ready for the service. The Management Company shall place such announcements at the offices of the Management Company and/or Subscription and Redemption Supporting Agents or via the website of the Management Company at least 15 day before the new service takes effect.

By the way, the subscribers who can make the subscription via electronic transaction service must already have a fund account and undertake a risk profile evaluation with Management Company. Those who have a fund account but have not undertaken the risk profile evaluation before can pursue the electronic transactions only after they have completed the Risk Profile evaluation.

The Management Company may charge from the subscribers expenses, service fees, and/or tax and/or other expenses actually incurred from the sales of Mutual Fund Unit through internet or other electronic transaction service (if any).

5.2.4 Payment Method and the Maintenance of Subscription Proceeds

5.2.4.1 The Management Company and the Subscription or Redemption Supporting Agents

In subscribing the Mutual Fund Units at the Management Company, the subscribers can make subscription payment in the form of cash, instruction for wire transfer, cheque or draft, or other methods acceptable to the Management Company. In subscribing the Mutual Fund Units via the Subscription or Redemption Supporting Agents, the subscribers can make subscription payment in the form of cash, instruction for wire transfer, cheque or draft, or other methods acceptable to the Subscription or Redemption Supporting Agents. In case of cheque or draft, it must be collectible in the same clearing zone as the office of the Management Company or those of the Subscription or Redemption Supporting Agents accepting the subscription order within the same day as the subscription day and must be crossed and payable to the current accounts under the name of **“Subscription Account (IPO) for Manulife Asset Management”** as follows:

1. Bangkok Bank PCL	Siam Square Branch	152-3-11759-4
2. Siam Commercial Bank PCL	Siam Square Branch	038-3-08296-7
3. Kasikornbank PCL	Siam Square Branch	026-1-10270-6
4. Bank of Ayudhya PCL	Siam Square Branch	123-0-04007-7
5. TMB Bank PCL	Head Office	001-1-54915-1
6. Krungthai Bank PCL	Sri Ayudhya Road	013-6-11358-3
7. Bank of China Limited	Head Office	609482-2312-000

Or the following current account under the name of “**SUB IPO FOR MAMT**”:

Citibank, N.A.	Bangkok Branch	0-800516-358
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Or other bank accounts to be specified by the Management Company in the future. The Management Company reserves the right to change or modify any details regarding the bank accounts for subscription payment without being regarded as incompliant with the Project’s Details and an amendment to the Projects. Such information shall be kept up-to-date in the Summary Prospectus at all times.

In the case that the payment is made in the form of cheque / draft, the subscriber is required to indicate his/her name, address and telephone number at the back of the cheque/draft for contact purpose and for the benefits of the subscriber.

5.2.4.2 Bank Account Debit

The subscriber approved by the bank to use bank account debit service can make the subscription payment through the instruction for bank account debit. The commercial banks currently in service include:

- Bangkok Bank PCL
- Siam Commercial Bank PCL
- Kasikornbank PCL
- Bank of Ayudhya PCL
- TMB Bank PCL
- Krungthai Bank PCL

and/or other banks to be specified by the Management Company. The relevant details can be obtained from the website of the Management Company (www.manulife-asset.co.th).

Additional Conditions:

- (1) The subscribers of Mutual Fund Units shall make the full amount of subscription payment. The payment cannot be made through net settlement arrangement with the Management Company except in the case that the subscribers redeem Mutual Fund Units of another mutual fund under management of the Management Company in order to purchase Mutual Fund Units of the Fund. In such case, the Management Company may arrange to settle the payment between the two transactions.
- (2) The subscription order is valid only when the Management Company has received the full amount of subscription proceeds as per the instruction for bank account debit, cheque/draft, or other methods acceptable to the Management Company. In the case that the subscription payment which is made either through the instruction for

wire transfer, cheque or draft is dishonored by the bank of the subscriber, the Management Company reserves the right to suspend the sale of Mutual Fund Units to that subscriber and shall arrange to send the dishonored cheque or draft back to the subscriber within 15 days from the closing date of the IPO. In the case that there arises any interest in the subscription account, the Management Company shall proceed for the benefit of the Fund.

- (3) The subscribers of Mutual Fund Units who has placed the subscription order and paid in the full amount of subscription payment cannot revoke the subscription order and claim a refund, unless otherwise approved by the Management Company on a special basis.

5.2.5 Allocation of Mutual Fund Units

The Management Company shall allocate the Mutual Fund Units to subscribers as follows:

1. In case where the subscription amount does not exceed the registered capital of the Fund:

- A) Normal Subscription

The Management Company shall allocate the Mutual Fund Units in accordance with subscription amount which has been fully paid. If the subscription amount as per the subscription order is not corresponding with the subscription proceeds received, the Management Company shall allocate the Mutual Fund Units based on the subscription proceeds actually paid by the subscriber.

- B) Subscription through Switching In from Manulife Strength Money Market Fund (MS-MONEY)

The Management Company shall allocate the Mutual Fund Units in accordance with subscription amount specified in the switching order.

2. In case where the subscription amount exceeds the registered capital of the Fund approved by the SEC Office, the Management Company shall allocate the Mutual Fund Units to the subscribers on a “first-come, first-served” basis, taking into consideration the timing that the subscription order along with the full amount of subscription payment and/or the switching order are received.

- 2.1 In case where the subscription orders arrive concurrently and the number of remaining Mutual Fund Units is not adequate for the allocation, the Management Company shall proceed as follows:

- A) Allocate to every subscriber as per the minimum amount of subscription specified in the prospectus (10,000 Baht). If the subscriber has more than one fund account, the Management Company reserves the right to allocate to only one account.

- B) Following the allocation under clause (A), additionally allocate the remaining Mutual Fund Units to every subscriber in multiples of 1,000 Baht (or 100 units), or in accordance with the actual subscription amount, whichever is lower. The process shall be repeated until the total amount of the Mutual Fund Units allocated is equivalent to the registered capital of the Fund.

- C) In the event that the number of Mutual Fund Units is insufficient for allocating to all subscribers under clause (B) above, the Management Company shall use a computerized random selection to allocate the Mutual Fund Units to the subscribers who have not received their full allocation.

- 2.2 In case where the number of subscribers is so large that the Management Company cannot allocate the Mutual Fund Units at the minimum subscription value set out in the Project (10,000 Baht) to all of them

The Management Company reserves the right to use a computerized random selection to allocate the Mutual Fund Units to subscribers at the minimum subscription value set out in the Project, without giving prior notice.

In this respect, the subscribers represent that they shall purchase Mutual Fund Units in the amount subscribed by or allocated to them, without changing or canceling their subscription, and consent to receive a refund of subscription payment in the event of non-allocation.

In this regard, the Management Company reserves the right to make or refuse to make an allocation of Mutual Fund Units according to the method deemed appropriate by the Management Company, without giving prior notice to the subscribers.

The Management Company shall not allocate the Mutual Fund Units to any person or group of persons beyond the holding restriction unless an exemption is granted by the SEC Office according to the Notification of the Capital Market Supervisory Board regarding restriction on mutual fund units holding and duties of the Management Company.

5.2.6 Repayment of Subscription Proceeds to Subscribers

The Management Company shall repay the subscription proceeds of the Mutual Fund Units to the subscriber by crossed cheque payable to the subscriber via registered mail as per the contact address provided by the subscriber in the application for account opening or through the Subscription and Redemption Supporting Agents, or by wiring the proceeds to the bank account of the subscriber according to the information specified by the subscriber to the Management Company or the Subscription or Redemption Supporting Agent, or by any other channels as deemed appropriate by the Management Company. The repayment shall be made under the following circumstances and conditions:

- 5.2.6.1 The Management Company may suspend the offering of Mutual Fund Units if it intends to cancel the establishment of the Fund during the initial public offering (IPO) period.

The Management Company shall notify the Office of the SEC within 7 days from the date on which the offering is suspended whereas the approval for establishment of the Fund shall be terminated accordingly on the date the Office of the SEC is notified.

In this respect, the Management Company shall repay the subscription amount and any interest which is derived from the proceeds to the subscribers in proportion to the subscription amount within 15 days from the date on which the approval for the establishment of the Fund is terminated according to paragraph 2. If the Management Company is unable to repay the subscription amount and interests within the specified time due to its own failure, the Management Company shall make payment for interests at the rate of not less than 7.5 percent per annum from such due

date until the date on which the Management Company pay the subscription amount in full.

5.2.6.2 The Management Company intends to cancel the establishment of the Fund upon expiry of the IPO period under the circumstances specified in Clause 1.9 “Conditions (regarding project life)”.

The Management Company shall repay the subscription amount and any interest which is derived from the proceeds (if any) to the subscribers in proportion to the subscription amount within 1 month from the closing date of the IPO. If the Management Company is unable to repay the subscription amount and interests (if any) to the subscribers within the specified time, it shall make payment for interests at the rate of not less than 7.5 percent per annum from such due date until the date on which the Management Company pay the subscription amount in full. The par value of the Mutual Fund Units shall be used for the calculation of the value of the Mutual Fund Units sold.

5.2.6.3 The Management Company has to terminate the Project upon expiry of the IPO period under the following circumstances:

- (1) The Management Company fails to offer the Mutual Fund Units to up to 35 investors
- (2) The Mutual Fund Units allocated to any person or group of persons is greater than one-third of the total Mutual Fund Units sold, unless such allocation falls under the waiver conditions specified by the Office of the SEC

In this respect, the Management Company shall notify the Office of the SEC within 15 days from the closing date of the IPO period and shall repay for subscription amount and any interest which is derived from proceeds (if any) to the subscribers within 1 month from the expiry of the period for such offering for sale of Mutual Fund Units in proportion to the subscription amount. If the Management Company is unable to repay the subscription amount and interests (if any) within the specified time, it shall make payment for interests at the rate of not less than 7.5 percent per annum from such due date until the date on which the Management Company pay the subscription amount in full. The par value of the Mutual Fund Units shall be used for the calculation of the value of the Mutual Fund Units sold.

In case where necessary and reasonable, the Management Company may seek a waiver from the Office of the SEC for the cause of the termination of approval for establishment of the mutual fund.

5.2.6.4 Others

In case where the subscription of Mutual Fund Units results in the number of the Mutual Fund Units of the Fund exceed the number registered with the SEC Office, the Management Company shall repay the subscription proceeds of the Mutual Fund Units that are not allocated, totally or partially, to the subscriber without interest within 15 days following the closing of the IPO period.

5.2.7 Conditions for Sale of Mutual Fund Units

- (1) The Management Company shall deem that the Unitholder has thoroughly studied the Project and/or this Prospectus and agreed to be bound by the terms and conditions contained therein.
- (2) The Unitholders who have subscribed the Mutual Fund Units and have made the subscription payment in full are not able to cancel the subscription and/or request for a rebate of the subscription proceeds unless approval is granted by the Management Company on a special basis.
- (3) Non-resident investors shall be responsible for related investment regulations and tax on their own behalf.
- (4) The Management Company reserves the right to refuse a subscription order and/or an allocation of Mutual Fund Units that result in a violation of holding restriction according to the Notifications of the Capital Market Supervisory Board concerning rules and restriction of holding of Mutual Fund Units and duties of the Management Company.
- (5) The Management Company reserves the right to refuse and/or suspend a subscription order of Mutual Fund Units, totally or partially, in any of the following events:
 - (5.1) In the event that the subscription order results in the higher number of Mutual Fund Units than that has been approved by the Office of the SEC for the Project.
 - (5.2) In the event that the subscription value of Mutual Fund Units causes the foreign investment portion of the Fund's foreign investment portfolio to exceed the amount permitted for foreign investment and may cause the Management Company unable to manage the Fund in accordance with the main investment objective of the Fund which aims to invest primarily in foreign countries.
 - (5.3) In the event that the SEC, the Office of the SEC, the Bank of Thailand, and/or any other competent authorities change the laws, notifications, rules and regulations, conditions and/or particulars, etc., related to the amount permitted for foreign investment and/or the balance of the permitted amount; which may cause the Management Company unable to manage the Fund in accordance with the main investment objective which aims to invest primarily in foreign countries.
 - (5.4) In the event that the documents or information the Management Company receives from the subscriber are not accurate or complete.
 - (5.5) In the event that the subscription order is suspected by the Management Company to be ambiguous, e.g., the transaction may be involved in money laundering, etc.
 - (5.6) The Management Company reserves the right to refuse any of the subscription application when it is deemed appropriate that such refusal will be beneficial to the Fund and the Unitholders; or that the subscription may cause problems to the management of the Fund or cause damage to the Fund, etc. The Management Company will act at its discretion mainly to protect the benefits of the Fund, the Unitholders, and the reputation of the Management Company; or to act in accordance to the legal responsibility of the Management Company in the future.

- (6) The Management Company has no intention to offer the Mutual Fund Units of the Fund to or for the benefit of: 1) citizens or residents of the United States (including any of its territories or possessions or areas subject to its jurisdiction) as well as the US passport holders and holders of green cards issued by the US. 2) Legal entities such as corporations or partnerships, etc., established under the US laws, including branches of such entities. 3) US Government agencies located in and outside the United States. 4) Investors making contact with or receiving information from the Management Company; sending orders related to the mutual fund units of the Management Company; or making/receiving payments of proceeds related to the mutual fund units in the United States; including investors who appoint an agent, manager, or trustee in the United States to handle such activities on their behalf. 5) Pool of assets of individuals and juristic persons described in 1-4.

The Management Company therefore reserves the right to refuse or suspend any subscription, allocation and/or transfer of the Mutual Fund Units, directly or indirectly, for investors with the above-mentioned characteristics

Other Conditions

The Management Company reserves the right to improve or add in other methods or channels for subscription or making the payment proceeds to facilitate the Unitholders without being regarded as an amendment to the Project. In this connection, the Management Company shall inform the Office of the SEC accordingly and announce the relevant details at the office of the Management Company and/or every contact of the Subscription or Redemption Supporting Agents or the website of the Management Company 15 days prior to such changes.

6. Sale of Mutual Fund Units after Initial Offering

6.1 Channels for Selling Mutual Fund Units after Initial Public Offering

- None -

6.2 Details of Sale of Mutual Fund Units after Initial Offering

- None -

7. Redemption of Mutual Fund Units

7.1 Channels for Redemption of Mutual Fund Units:

The Management Company

7.2 Additional Details regarding Channels for Redemption of Mutual Fund Units:

- None -

7.3 Method for Redemption of Mutual Fund Units:

Auto redemption

7.4 Details of Method for Redemption of Mutual Fund Units:

The Management Company shall reserve the right to only accept redemption of the Mutual Fund Units only once upon the end of the Project Life from the Unitholders whose names appear on the Unitholders registration document. In this respect, the payment of redemption proceeds (net of expenses) shall be made in Thai Baht via wire transfer to the bank account of the Unitholder earlier advised; or by crossed cheque payable to the Unitholder; within 5 business days from the day following the date of automatic redemption except for the case as per “The Postponement of Payment of Redemption of Mutual Fund Units”.

7.5 Date and Time for Redemption of Mutual Fund Units: Upon maturity at the end of the Project Life

7.6 Details of Date and Time for Redemption of Mutual Fund Units:

The Management Company shall announce the date for redemption of Mutual Fund Units to the Unitholders within 15 Business Days from the date following the date of registration of the Fund which the Management Company will accept the redemption only once through automatic redemption upon maturity of the Fund as per the period specified by the Management Company. In the case that the date of redemption of Mutual Fund Units falls on a holiday of the Management Company and/or falls on a national holiday of the country that the Fund invests or is a day that the Office of the SEC instructs the Management Company to stop accepting Mutual Fund Unit buying or redemption orders of an open-end mutual fund, the Management Company shall accept the redemption of Mutual Fund Units on the following business day.

7.7 Prior Notice Requirement for Redemption of Mutual Fund Units : Not required

7.8 Additional Details of Redemption of Mutual Fund Units : None

7.9 Additional Details:

Other Conditions

The Management Company reserves the right to improve or add in other methods or channels for redemption or making the payment proceeds to facilitate the Unitholders without being regarded as an amendment to the Project. In this connection, the Management Company shall inform the Office of the SEC accordingly and announce such the relevant details at the office of the Management Company and/or every contact of the Subscription or Redemption Supporting Agents or the website of the Management Company 15 days prior to such changes.

8. Switching of Mutual Fund Units

8.1 Channels for Switching of Mutual Fund Units

- The Management Company
- The Subscription or Redemption Supporting Agents
- Internet
- Any other channels to be specified by the Management Company

8.2 Additional Details of Switching of Mutual Fund

Switching of mutual fund units refers to the unitholder redeeming mutual fund units of one fund (“the source open-ended fund”) in order to subscribe mutual fund units of another fund (“the destination open-ended fund”) according to the conditions specified in the project’s details of the respective funds and/or the prospectus. In this respect, the management company shall arrange to use the redemption proceeds after deduction of the switching fee (if any) and the back-end fees for the outward switching of the source open-ended fund (if any) to pay for the subscription of mutual fund units of the destination fund.

The Management Company and/or the Subscription or Redemption Supporting Agents **shall allow switching of the mutual fund units during its IPO period.** However, this is only applicable to the switching in of mutual fund units of Manulife Strength Money Market Fund (the source fund) to Manulife Strength - Foreign Fixed Income Fund 3Y (the destination fund). Unitholders of the source fund can switch their mutual fund units to the destination fund until the last business day of the IPO period of the destination fund as per the date and time specified in the Summary Prospectus.

In the case the Management Company has considered that the switching of Mutual Fund Units would have an impact to the investment of the Fund or the benefits of the Unitholders or the reputation or the legal responsibility of the Management Company, the Management Company reserves the right to stop accepting the switching orders at any given time temporarily or permanently which it shall post the announcement at the office of the Management Company and/or the Subscription or Redemption Supporting Agent (if any) and promptly notify the Unitholders of the matter.

9. In-Kind Payment for Redemption/Switching of Mutual Fund Units

In the case where the Management Company is unable to make redemption payment to the Unitholder in cash and decides to make the in-kind payment for redemption by other securities or assets, the Management Company shall arrange to set forth relevant implementing processes subject to the approval of the Office of the SEC, without being regarded as an amendment to the Project. Such implementing processes must be practical and fair to every unitholder of the Fund. The Management Company shall give prior notice of at least 60 days to every unitholder accordingly.

10. Postponement of Payment for Redemption to Unitholders

The Management Company may postpone the payment of the proceeds from redemption of the Mutual Fund Units to a Unitholder, who has placed the redemption order, under the following events:

- 10.1 The Management Company, upon consent of the Fund’s Custodian, is of the opinion that
- (a) The disposal, sale or transfer of securities or assets of the Fund cannot be reasonably made in case of necessity;
 - (b) There are uncontrollable factors causing the Fund unable to receive payments from the securities or assets invested by the Fund according to normal schedule.

- 10.2 There is a redemption order during such period of time when the Management Company finds that the Redemption Price is incorrect and the Fund's Custodian has not certified the information in the report on the Retrospective Correction of the Price and the report on Compensation of Price, provided that the Redemption Price which is incorrect differs from the correct Redemption Price of Mutual Fund Unit by 1 Satang or more and is equivalent to 0.5 percent or more of the correct Redemption Price.

In postponing the payment of the proceeds for the redemption to the Unitholder according to 10.1 or 10.2, the Management Company shall proceed as follows:

- (1) Postpone the payment for no longer than 10 business days from the day following the date of redemption order unless an exemption is granted by the Office of the SEC.
- (2) Notify the Unitholder who has sent the redemption order about the postponement of the payment and immediately disclose such information to other unitholders as well as the general public by any means.
- (3) Immediately notify the postponement of the payment for redemption and submit a report on the matter thereof with reason and evidence of approval or certification from the Fund's Custodian on information contained in the report on the Retrospective Correction of the Price and the Report on Compensation of Price to the Office of the SEC. In this respect, the Management Company may assign the Fund's Custodian to perform this task on its half.
- (4) During the postponement period, if there are redemption orders by Unitholders, the Management Company shall accept such orders by making redemption payments to the Unitholders on a first- come first-serve basis.

11. Not Selling or Accepting Redemption of the Mutual Fund Units as Per Orders

11.1 The Management Company may suspend the selling, redemption, or switching of the Mutual Fund Units as per the orders it has received or may stop acceptance of the orders, under the following events:

- (1) The stock exchange does not open for normal business.
- (2) The Management Company, upon consent of the Fund's Custodian, has a good faith and reasonable belief that:
 - (a) There is necessity that the disposal, sale, or transfer of securities or assets of the Fund cannot reasonably be made;
 - (b) The Net Asset Value of the Fund cannot be calculated with fairness and appropriation; or
 - (c) There is any other reason to protect the interests of the Unitholders.

In this regard, the Management Company shall suspend the selling, redemption, or switching of the Mutual Fund Units as per the purchase, redemption, or switching orders it has received, or shall stop accepting the purchase/redemption/switching order, according to (a), (b), or (c), no longer than 1 business day unless exemption is granted by the Office of the SEC.

- (3) The Fund has invested in foreign securities or assets and there are any of the following circumstances which cause significant negative impacts to the Fund:
 - (a) The exchange on which the foreign securities invested by the Fund are traded is not able to open on a normal situation. This condition is applicable to the Fund investing more than 10 percent of its net asset value in the securities traded on each exchange.

- (b) The currency exchanges cannot be undertaken liberally and the remittance of money into and out of the country is not allowed; or
 - (c) The Fund is unable to receive payments from the securities or assets invested by the Fund according to normal schedule under the circumstance that is uncontrollable by the Management Company and upon consent of the Fund's Custodian.
- (4) There is any of the following evidences that causes the Management Company to suspend the selling of Mutual Fund Units as per the order it has received from or to stop acceptance of the order placed by specific investors:
- (a) The Management Company suspects that the investor is related to the following activities:
 - (1) Predicate offence or money laundering offence under the law on anti- money laundering either in Thailand or in foreign countries;
 - (2) Financing of terrorism;
 - (3) Any action in compliance with the order of a seizure or attachment of property issued by the competent official.
 - (b) The Management Company is unable to conduct the KYC/CDD procedures regarding the essential information of the investor.

Upon occurrence of circumstances according to 11.1 (1)-(4) as mentioned above and the Management Company decides to suspend the selling, redemption, or switching of the Mutual Fund Units as per the orders; or to halt accepting the subscription, redemption, or switching orders; the Management Company shall proceed as follows:

- (1) Notify the Unitholder who has made the subscription, redemption, or switching order of the suspension immediately. If the event is in accordance with (1), (2), or (3) as mentioned above, the Management Company shall disclose such suspension to other Unitholders and the general investors immediately by any means.
- (2) Immediately notify the suspension of selling, redemption, or switching of the Mutual Fund Units as per the orders; or the halt to accepting subscription, redemption, or switching orders; and submit a report on the matter thereof with reason and corresponding action plans of the Fund to the Office of the SEC.
- (3) In the case that the Management Company has suspended the selling, redemption, or switching of the Mutual Fund Units as per the orders it had received or halted accepting the subscription, redemption, or switching order under (1), (2) or (3) longer than 1 business day, the Management Company shall proceed as follows before resuming the acceptance of subscription or redemption orders:
 - (a) Submit a report on the resumption of the acceptance of subscription, redemption, or switching orders, as well as a report on the status of the Fund's portfolio as at the last business day before the date of such report, to the Office of the SEC within one business day prior to the date of the resumption of the acceptance of the orders
 - (b) Notify the Unitholders who have placed the orders of the resumption of the selling, redemption, or switching of the Mutual Fund Units, as well as notify other Unitholders and the general investors of such resumption of the acceptance of the orders by any means as soon as possible.

- 11.2 The Management Company shall suspend the selling/redemption/switching of the Mutual Fund Units as per the orders it has received during the period it finds that the Subscription Price is incorrect and the Fund's Custodian has not certified the information in the report on the Retrospective Correction of the Price and the report on Compensation of Price, provided that the incorrect price differs from the correct Subscription Price by 1 Satang or more and is equivalent to 0.5 percent or more of the correct Subscription Price. In this respect, the Management Company shall notify the Unitholders who have placed the subscription, redemption, or switching orders of the suspension and shall disclose such suspension to other Unitholders and the general investors by any means immediately.
- 11.3 In the case that a trading day of the Fund falls on the date announced by the Office of the SEC as a special holiday for asset management companies, the Management Company shall halt to accept the subscription, redemption, or switching orders on that day and shall notify the Unitholders of such halt at least 5 business days prior to the special holiday by publicly placing the announcements at every office of the Management Company and at every contact of the Subscription or Redemption Supporting Agents (if any).

In the case where the Management Company refuses to sell, accept for redemption, or switch the Mutual Fund Units as per the order earlier received, or stops receiving the subscription, redemption or switching orders; the Management Company may also pause the calculation of NAV, NAV per unit, offer price, and subscription price of the Mutual Fund Units

12. Suspension of Selling or Redemption of Mutual Fund Units

To protect the interests of the Unitholders or in case where there is a necessity to protect the country's economic and financial stability or the stability of the financial market, the Management Company may temporarily suspend acceptance of a purchase order/ redemption order/switching order of the Mutual Fund Units for a period of time as announced by the Office of the SEC but not longer than 20 consecutive business days, unless approval is granted by the Office of the SEC for an extension of the period of suspension of selling, redemption, or switching of Mutual Fund Units.

13. Conditions and Restrictions Regarding Allocation and Transfer of Mutual Fund Units

The Unitholder can transfer their Mutual Fund Units according to the following cases:

- (1) Transfer to parents, children, and spouse of the Unitholder
- (2) Transfer in accordance with a court order or by virtue of the result of law
- (3) Transfer in special cases as deemed appropriate and approved by the Management Company.

13.1 Restrictions on Transfer of Mutual Fund Units

- 13.1.1 The Management Company or the Fund's Registrar reserve the right to refuse or suspend the allocation and/or transfer of Mutual Fund Units that will result in the holding of Mutual Fund Units exceeding the restriction on holding of mutual fund units according to the Notifications of the Capital Market Supervisory Board concerning rules and restrictions on holding of Mutual Fund Units and duties of the Management Company.
- 13.1.2 The Management Company sets restrictions on transfer of Mutual Fund Units by reserves the right to refuse or suspend the allocation and/or transfer of Mutual Fund Units, directly or indirectly, for investors with the following characteristics:
- (1) citizens or residents of the United States (including any of its territories or possessions or areas subject to its jurisdiction) as well as the US passport holders and holders of green cards issued by the US.

- (2) Legal entities such as corporations or partnerships, etc., established under the US laws, including branches of such entities.
- (3) US Government agencies located in and outside the United States.
- (4) Investors making contact with or receiving information from the Management Company; sending orders related to the mutual fund units of the Management Company; or making/receiving payments of proceeds related to the mutual fund units in the United States; including investors who appoint an agent, manager, or trustee in the United States to handle such activities on their behalf.
- (5) Pool of assets of individuals and juristic persons described in 1-4.

13.2 Method for Transfer of Mutual Fund Units

The Unitholder wishing to transfer Mutual Fund Units shall proceed as follows:

- (1) Both the transferor and the transferee shall sign in a Request for Transfer of Mutual Fund Units specified by the Management Company or the Registrar, and submit it together with required documents to the Registrar. In the case that the transferee is not a customer of the Management Company, the transferee has to apply for account opening according to the methods specified in the Project's Details before proceeding with the transfer.
- (2) The transferor shall pay a transfer fee at the rate specified in 15.3 "Fees Chargeable to the Subscribers or the Unitholders".
- (3) Upon receipt of the transfer fee from the transferor, the Registrar shall provide the transferor with a payment receipt and tax invoice together with evidence of the transfer request for reference.

The Registrar shall record details of the transfer of Mutual Fund Units and issue a Statement of Holding to the transferor and transferee within 15 days from the date on which the Registrar receives the complete request. In this respect, the transferee shall be entitled to the rights of a Unitholder only when the Registrar has recorded the name of the transferee in the Unitholders' Register.

14. Dividend Payment :

- None -

15. Fees and Expenses Chargeable to the Subscribers or the Unitholders and the Fund

15.1 Total Fees (The maximum of total fees and estimated expenses collected from the Fund)

Items of Fees (according to 15.2): -

Details/Amount/Rate:

Estimated total expenses collected from the Fund shall not exceed 2.50 percent per annum of the Fund's registered capital as of the fund registration date. (such rate is exclusive of value added or any other taxes (if any)).

The above-mentioned fees and expenses are exclusive of the fees and expenses that are unpredictable such as expenses incurred in seeking Unitholders' resolution/amending Project's Details and other expenses (if any), etc., which will be collected as actually incurred. Investors can inspect the details of actual expenses of the Fund in the Project's Details section of the prospectus which is updated annually to demonstrate details of the Fund as at the end of each accounting period.

15.2 Fees and Expenses Chargeable to the Fund

15.2.1 Annual Management Fee:

Details/Amount/Rate:

The Management Company shall collect the management fee in full amount in advance on the first date of Fund Registration or shall collect the fee occasionally as deemed appropriate. The management fee shall be collected for the period from the fund registration date to the project expiry date at the rate of not exceeding 1.50 per cent per annum of the Fund's registered capital as of the fund registration date.

15.2.2 Annual Custodian Fee:

Details/Amount/Rate:

Not exceeding 0.10 percent per annum of the Fund's registered capital as of the fund registration date.

The above-mentioned fee shall not include global custodian fee in terms of annual fee, transaction fee as per order of the Management Company, and other charges related to global custodian service.

15.2.3 Annual Registrar Fee:

Details/Amount/Rate:

Not exceeding 0.10 percent per annum of the Fund's registered capital as of the fund registration date.

15.2.4 Annual Investment Adviser Fee:

- None -

15.2.5 Underwriting Fee:

- None -

15.2.6 Other Fees:

Details/Amount/Rate:

(1) Expenses for the initial offering for sale of the Mutual Fund Units

(1.1) Expenses for production of advertisement and public relations materials, advertisement and public relations medias, training, information dissemination, marketing activities, sales promotion, as well as holding of seminars in order to introduce the Fund, as actually paid. However, the total expenses in this category shall not exceed 1.0 percent of the registered capital of the Fund as of the date of registration of the Funds assets.

(1.2) Fees or expenses in the process of seeking approval for the establishment and management of the Fund, including fee and expenses for registering the capital of the Project as a mutual fund, such as fees or expenses paid to the Office of the SEC.

- (2) Expenses for the operations of the Fund, i.e.,
 - (2.1) Asset Management Outsourcing Fee: Not exceeding 0.50 per cent per annum of the Fund's registered capital as of the fund registration date. The Management Company shall collect this Asset Management Outsourcing Fee which is included in the Annual Management Fee (no. 15.2.1)
 - (2.2) Stamp duties, brokerage fees for trading of securities or other financial instruments, expenses for transfer of securities including expenses for issuing documents indicating ownership in the securities, expenses for acquisition of debenture certificates, transfer fees of government bonds for which the Bank of Thailand acts as registrar, etc; and other expenses incurred from trading of securities or other instruments.
 - (2.3) Charges and expenses incurred in using cash management services provided by financial institutions such as stamp duties, postage charges, expense for issuance of cheque, fees for transferring subscription proceeds from the subscription account to the Fund's account, tele-banking service charges, etc.
 - (2.4) Remuneration paid to the liquidator and the Fund's Custodian during the liquidation process of the Fund, auditor's fee for the liquidation of the Fund, expenses for the allocation or the repayment of cash or other assets to the Unitholders upon dissolution of the Fund, fees and expenses for the registration of dissolution of the Fund with the Office of the SEC as well as other expenses incurred during the liquidation and dissolution process.
 - (2.5) Expenses arising from the collection, demand or legal action for repayment of any debts owed to the Fund, or legal action for protecting the right of the Fund; expense related to the acceptance of debt payment in the form of other assets; property appraiser's fee as well as other expenses arising from the appraisal of other assets and properties.
 - (2.6) Fees and expenses relating to payment for redemption of Mutual Fund Units by other securities or assets other than cash.
 - (2.7) Expenses for preparation, printing and translation of the Prospectus, applications to open an account with the Fund, purchase order forms, redemption order form, switching order form, Statements of Holding, confirmation slips/payment receipt/tax invoice (if any), report of unit holding, and other documents and forms relating to the Fund.
 - (2.8) Expenses for preparation of notices, announcements and reports including advertisements in newspapers and/or newsletters to Unitholders and persons directly related to the Fund which the Management Company will prepare or has the duty to prepare as prescribed by the Office of the SEC or the SEC or applicable laws.
 - (2.9) Auditors' fees and other expenses relate to auditing of the Fund.
 - (2.10) Expenses for the establishment and maintenance of database and statistics of the Unitholders.

- (2.11) Expenses in legal action taken by the Fund's Custodian to cause the Management Company to perform its duties or to claim compensation for damages from the Management Company for the interests of the Unitholders or when instructed by the Office of the SEC (if any).
- (2.12) Expenses in issuing cheques for the payment for redemption, including charges incurred for the transfer of redemption proceeds to the deposit account of the Unitholders.
- (2.13) Expenses, fees and/or taxes and duties or other related surcharges locally and abroad (if any) arising from or related to investment in or holding of local or foreign assets or securities including the acquisition, acceptance, delivery, guardian, safekeeping of such assets or securities as well as the protection of interest; fees and expenses in currency exchanges; wire-in fees; expenses relating to general administration of global custodian; fees and expenses relating to hedging against foreign exchange risk locally and abroad as well as other risks arising from local and foreign investment such as forward, swap and derivatives contracts; other expenses or fees charged by banks as actually paid; and expenses and any other fees incurred in the process of enabling the Fund to invest in such securities, etc.
- (2.14) Expenses or fees related to the management of the Fund locally and abroad such as legal counsel's fee, expenses arising by law, legal expenses to maintain the rights of the Fund, expenses arising from a follow up, demand or legal action to recover any debt owed to the Fund, expenses arising from the actions in compliance with orders or laws or the notification of the Association of Investment Companies (AIMC), communication expenses such as overseas phones and facsimiles, transportation and lodging, travel allowances and insurances, etc.
- (2.15) Charges, fees or expenses arising from investment transactions and/or other expenses such as bank charges, stamp duties, postage, postage for correspondences with Unitholders, transportation, registration fee with competent authorities, as well as expenses and/or fees related to the acquisition, procurement, acceptance/delivery, maintenance, and interest protection of assets and securities of the Fund in addition to those specified in 15.2.2 "Annual Custodian Fee".
- (2.16) Expenses arising from the amendment or modification of the Project, postal charges for the correspondences between the Management Company and the Unitholders, expenses for convening meetings of Unitholders, etc.
- (2.17) Fees or expenses relating to settlement, receipt of payment, delivery of securities, or receipt of securities; such as banks' fees, fees for advanced settlement or contractual settlement payable to global custodian in case of failed trade as actually paid, etc
- (2.18) Other charges, fees, and/or expenses related to the Fund.
- (3) The expenses under Clause 15.2 as well as fees and expenses related to fund's management chargeable to the Fund that are not specified (if any), will be chargeable to the fund according to the amount and time that such expenses actually incur. Such expenses shall not exceed 0.01 percent per annum of the Fund's Net Asset Value.

Remarks:

The calculation of fees and expenditures shall not include value-added tax, special business tax, and other related tax (if any).

15.3 Fees Chargeable to the Subscribers or the Unitholders:

15.3.1 Fee for selling of Mutual Fund Units (front-end fee):

- None -

15.3.2 Fee for redemption of Mutual Fund Units (back-end fee):

- None -

15.3.3 Fee for Switching of Mutual Fund Units (switching fee):

- None -

15.3.4 Fee for transfer of Mutual Fund Units

Details/Amount/Rate:

Not exceeding Baht 200 per transaction; or at the rate specified by the Management Company and/or the Registrar. Such fee will be collected by the Management Company and/or the Registrar from the transferor on the date the application for a transfer is submitted.

15.3.5 Fee for Issuance of Statement of Holding

Details/Amount/Rate:

Not exceeding Baht 50 per each issuance; or at the rate specified by the Management Company or the Registrar.

15.3.6 Penalty Fee for Early Redemption of the Mutual Fund Units as Specified in the Project's Details (exit fee):

- None -

15.3.7 Other fees: Applicable

Details/Amount/Rate:

(1) The Unitholder will be charged a fee for debiting the subscription proceeds from the Unitholder's bank account or for a transfer of the redemption proceeds to the Unitholder's bank account as actually charged by commercial banks for the use of such services.

(2) Regarding services relating to the registration of Mutual Fund Units such as change of Unitholder's name and address, issuance of a new crossed cheque for the redemption proceeds to replace the lost one or in the case that transferring of redemption proceeds to the Unitholder's bank account is not possible due to incomplete information of the deposit account instructed by the Unitholder, issuance of the new Statement of Holding or Report of Holding of Mutual Fund Units in case for replacing the lost one or other reasons requested by the Unitholder, issuance of Certificate of Mutual Fund Units for use as collateral in

seeking credit from financial institutions or other special cases; the Unitholder will be charged a fee for these services at the rate specified by the Registrar.

Remark:

The calculation of front-end fee, back-end fee, switching fee, fee for debiting subscription proceeds or fee for transfer of redemption proceeds is inclusive of value-added tax, special business tax, or other related tax (if any).

15.4 Method of Fee Calculation and Amortization

In calculating the fees and expenses collected from the Fund according to the specified rates, the Management Company may consider to make a one-time lump sum payment of the fees and expenses or to amortize them on a daily basis over the estimated useful life of such expenses

As for the expenses that are chargeable to the Fund as actually incurred, the Management Company may consider to make a one-time lump sum payment of the expenses or to amortize them on a daily basis over the estimated useful life of such expenses.

In this regard, the amortization of fees shall be in compliance with the accounting standards of the Institute of Certified Accountants and Auditors of Thailand.

15.5 Changes of Fees or Expenses:

The Management Company reserves the right to change the fees or expenses according to Clauses 15.2 and 15.3 without being regarded as an amendment to the Project. In this regard, the Management Company shall proceed as follows:

- (1) In case of an increase in fees or expenses not exceeding 5 percent of total fees and/or other expenses within the period of one year

The Management Company shall notify the Unitholders at least 60 days before the increase by

- (a) Publishing in at least one daily newspaper for 3 days consecutively
- (b) Making announcements at the office of the Management Company and head offices and branches of the Subscription or Redemption Supporting Agents appointed by the Management Company

- (2) In case of an increase in fees or expenses exceeding 5 percent of total fees and/or other expenses within the period of 1 year, the Management Company shall proceed to obtain approval from the Unitholders' resolution with a majority of votes of the Unitholders holding in aggregate in excess of one-half of the total number of Mutual Fund Units sold of the Fund; or upon approval of the Office of the SEC.

- (3) In case of a reduction in fees or expenses

The Management Company shall announce at the office of the Management Company and Head offices and branches of the Subscription or Redemption Supporting Agents appointed by the Management Company or via the website of the Management Company.

The Management Company shall notify the Office of the SEC of the changes according to (1), (2) and (3) specified above within 15 days from the date of the change.

15.6 Remarks:

- None -

16. Calculation, Calculation Schedule and Notification of the Net Asset Value, Net Asset Value per Unit, Subscription Price and Redemption Price, Criteria and Procedures when Subscription Price or Redemption Price is Incorrect

16.1 Calculation, Calculation Schedule and Notification of the net Asset Value, Net Asset Value per Unit, Subscription Price and Redemption Price:

16.2 Special Conditions:

1. The Management Company shall calculate the Net Asset Value (NAV) of the Fund in accordance with the regulations and procedures prescribed by the Office of the SEC.
2. The Management Company shall calculate and announce the Net Asset Value, Net Asset Value per Unit, Subscription Price, and Redemption Price of Mutual Fund Units of the Fund according to the following regulations:
 - (2.1) Calculate the Net Asset Value and the Net Asset Value per Unit at the end of every business day, except for the case where that business day falls on the holiday of the Master Fund and other countries involved in the investment, securities trading, and securities settlement of the Master Fund; or the date announced by the Management Company as an extra holiday; or any under extraordinary circumstances.
 - (2.2) Calculate the Subscription Price and Redemption Price at the end of every trading day. In this respect, the Management Company shall calculate the Subscription Price and Redemption Price of Mutual Fund Units based on the Net Asset Value per Unit at the end of the corresponding trading day.
 - (2.3) Notify the Net Asset Value and the Net Asset Value per Unit as follows:
 - (2.3.1) The latest trading day which shall be announced on the following Business Day. In case of a fund that does not open for the buying and sale of Mutual Fund Units every Business Day, the NAV and the value of the Mutual Fund Units shall be additionally announced on the following dates:
 - (a) The Business Day prior to the latest trading day which shall be announced on the latest trading day except for the case of a mutual fund for institutional investors.
 - (b) The last Business Day of each month which shall be announced on the following Business Day, only for the case that each trading day of the Fund is more than 1 month apart.
 - (2.3.2) The book closing date for the determination of dividend payment (if any) shall be announced on the following Business Day.
 - (2.4) Notify the Subscription Price and Redemption Price of the latest trading day within the next business days.

For the announcement of the value and price as per the first paragraph (2.3) and (2.4), the Management Company shall proceed as follows:

- (1) Use the decimal points as specified in No. 16.2 and sub-topic 3 and shall be certified by the Custodian.
- (2) Proceed with any method in order to inform the Unitholders of the matter through appropriate channels such as announcement in newspaper or announcement on its website and within the period of time that the Unitholders are able to make use of such information for their investment decisions.

- (3) Make available such information at all offices of the Management Company and all locations where the Subscription or Redemption Supporting Agent use for the subscription or redemption of the Mutual Fund Units except in the case of a mutual fund for institutional investors which the Management Company may or may not make available such information.

The Management Company may not calculate and notify the Net Asset Value, the Net Asset Value per Unit, the Subscription Price and the Redemption Price upon occurrence of any of the following events or any other causes permitted by the Office of the SEC:

- (1) When the Management Company suspends the selling or redemption of the Mutual Fund Units or stop accepting the subscription or redemption orders: the calculation shall be exempt during this period.
 - (2) When there is an incident that the Management Company has to terminate the Fund: the calculation shall be exempt from the date of the occurrence of such incident.
3. In calculating the Net Asset Value, Net Asset Value per Unit, Subscription Price and Redemption Price or the number of the Mutual Fund Units, the Management Company shall proceed as follows:
 - (3.1) Calculate and notify the net asset value up to 2 decimal points under the international principle of rounding up-down of decimal fractions.
 - (3.2) Calculate the Net Asset Value per Unit up to at least 5 decimal points under the international principle of rounding up-down of decimal fractions. For the net asset value used in the calculation of Subscription Price, the fourth decimal point will be rounded up. For the Net Asset Value used in the calculation of Redemption Price, the fifth decimal point is to be discarded.
 - (3.3) Notify the Net Asset Value per Unit calculated according to (3.2) in 4 decimal points and notify the Subscription Price and the Redemption Price calculated according to (3.2)
 - (3.4) Number of Mutual Fund Units outstanding shall be calculated in at least 5 decimal points, but only 4 decimal points shall be used, and the fifth decimal point discarded.

In case there are any gains resulting from the calculation according to (3.1) to (3.4), such gains will be added to the Fund's assets.

4. With respect to the exchange rate used for converting the Net Asset Value into the Baht currency, the Management Company shall use the weighted-average interbank exchange rate of US dollar against Thai Baht published by the Bank of Thailand on the date before the date of calculation of the Fund's Net Asset Value.

If the Bank of Thailand does not publish such exchange rate, or the Management Company, with the consent of the Fund's Custodian, deems that such exchange rate is inappropriate, the Management Company may use the rate announced by commercial banks or other relevant agencies, without being regarded as breach of the Project's Details.

16.3 Sources of Information for the Disclosure of the Net Asset Value, Net Asset Value per Unit, Subscription Price and Redemption Price:

The Management Company shall disclose the information of the Net Asset Value, Net Asset Value per Unit, Subscription Price and Redemption Price on the Company's website and shall arrange to have such information available at the offices of the Management Company and the Subscription or Redemption Supporting Agents and/or any other channels deemed appropriate by the Management Company.

16.4 Criteria and Procedures for Dealing with Incorrect Subscription Price or Redemption Price:

(1) In case the price of the Mutual Fund Unit is different from the correct price by less than 1 Satang or more than 1 Satang but less than 0.5 percent of the correct price, the Management Company shall report the error to the Fund's Custodian within 7 days from the day after its discovery and keep a copy of this report at its office for the SEC's examination. The report shall contain, at least, the following items:

(1.1) Incorrect price

(1.2) Correct price

(1.3) Reasons for the incorrect pricing

(1.4) Measures to prevent incorrect pricing, except in the case that the error is due to external, uncontrollable causes such as incorrect final price quotations by the SET or over-the-counter center.

If the cause of the error in the price of Mutual Fund Units referred to in the above paragraph has subsequent effect on the next price calculation, for example incorrect interest rate, the Management Company will correct the errors as from the date that it discovered the error in the price of Mutual Fund Units.

(2) In case the price of the Mutual Fund Unit is different from the correct price by 1 Satang or more and equivalent to 0.5 percent of the correct price or more, the Management Company shall back date calculation of the price of Mutual Fund Units from the date on which the incorrect price is found and shall take the following action on the date the price is different from the correct price by 1 Satang and equivalent to 0.5 percent or more of the correct price:

(2.1) Prepare a report on retroactive price correction and price compensation wherein the prices of the Mutual Fund Unit are recalculated from the date the error is discovered up to the date that the prices are corrected. This report shall be completed on the business day after the date of discovery of the error and sent to the Fund's Custodian the next day for the latter's certification within the next business day. This report shall contain, at least, the following items:

(a) Incorrect prices

(b) Correct prices

(c) Reasons for the incorrect pricing

(d) Action taken by the Management Company after it discovered the error.

The Management Company shall keep a copy of this report in (2.1) at its office for SEC's examination.

- (2.2) Complete retroactive price correction on the day that the Fund's Custodian has certified the data in the retroactive price correction report and the price compensation report in (2.1).
 - (2.3) Publish a notice of the name of the Fund for which the price correction was made according to (2.2) and the date, month, year the price correction was made according to (2.2) in at least 1 daily newspaper within 3 business days from the date that the Fund's Custodian certified the data in this report.
 - (2.4) Complete the price compensation and notify the persons who purchased or redeemed the Mutual Fund Units during the period that the incorrect pricing occurred of the retroactive price correction in (2.2) and the price compensation within 5 business days from the date that the Fund's Custodian certified the data in this report.
 - (2.5) Prepare a report on measures to prevent pricing errors, and send this report together with a copy of the report on backdated price correction and price adjustment in (2.1) to the Office of the SEC within 7 business days from the date that the Fund's Custodian certified the data in the report on retroactive price correction and price compensation, unless the error is caused by external events beyond the company's control, in which case the Management Company will not send the report on measures to prevent pricing error to the SEC but it will send instead a copy of the Fund's Custodian's certification that the incorrect price was caused by external events beyond the company's control.
- (3) In undertaking the price compensation according to Clause (2.4), the Management Company shall comply with the following guidelines and procedures:
 - (3.1) In the case that the price of Mutual Fund Units is understated, the Management Company shall:
 - (a) If the units have been sold, the Management Company shall reduce the number of the units of the subscriber by the amount equal to the price difference. If the subscriber no longer holds any Mutual Fund Unit or holds a smaller number of units than the number of units to be reduced, the Management Company shall pay its own money to the fund in the amount equal to the shortfall or reduce his remaining Mutual Fund Units and pay its own money to the fund in the amount equal to the shortfall, as the case may be, as a compensation except in the case that the error is caused by external events beyond the company's control such as error in the SET or over the counter center closing price quotations and the Fund's Custodian has certified that such incident has taken place.
 - (b) If the units have been redeemed, the Management Company shall increase the number of the units of the person who redeemed the units by the amount equal to the price difference or pay him the fund's money in the amount equal to the price difference as compensation. But if the person who redeemed the unit no longer holds any Mutual Fund Units, the Management Company shall pay him the fund's money in the amount equal to the price difference as compensation.
 - (3.2) In the case that the price of Mutual Fund Units is overstated, the Management Company shall:
 - (a) If the units have been sold, increase the number of the units of the purchaser by the amount equal to the price difference or pay him the fund's money in the amount equal to the price difference as compensation.

- (b) If the units have been redeemed, reduce the number of the units of the redeemer by the amount equal to the price difference.

If the person who redeemed the unit no longer holds any Mutual Fund Unit, or holds a smaller number of units than the number of units to be reduced, the Management Company shall pay its own money to the fund in the amount equal to the price difference or reduce the remaining Mutual Fund Units and pay its own money to the fund in the amount equal to the price difference except for the case that the error is caused by external events beyond the company's control such as error in the SET or over the counter center closing price quotations and the Fund's Custodian has certified that such incident has taken place.

If the value of the Management Company's compensation to any person who subscribed or redeemed the Mutual Fund Units is less than one hundred baht, it may postpone such payment to the first occasion of payment to unitholders. But if such person herein is no longer a unitholder, the Management Company shall pay him/her compensation within 5 business days after the date that the Fund's Custodian certified the data in the reports on retroactive price correction and price compensation.

In making the Fund's compensation to any person who redeemed the units in Clause 3.1 (b) or who subscribed the units in Clause 3.2 (a), the Management Company may pay its own money instead of the Fund.

- (4) The Management Company shall be responsible for any expense relating to incorrect pricing of Mutual Fund Units, such as cost of announcement of price correction announcement in Clause (2.3) in a newspaper, cost of issuing cheques to compensate the persons who redeemed or subscribed the units except for the case that the error is caused by external events beyond the company's control.

17. List of Related Parties

17.1. Management Company:

Manulife Asset Management (Thailand) Company Limited

17.2. Custodian of the Fund:

Citibank, N.A. Bangkok Branch

17.3. Guarantor of the Fund (applicable to guarantee fund only):

- None -

17.4. Asset Management Outsourcing Service Provider:

Name: Manulife Asset Management (Hong Kong) Limited

Rights, Duties, and Responsibilities:

- (1) Manage the investment portfolio of the Fund in collaboration with local fund managers. The outsourced foreign investment manager shall principally be responsible for and supervise the offshore investment portion of the Fund by providing investment plans and guidelines abroad and present the progress report the Investment Committee of the Fund.
- (2) Use the proceeds of the Fund to invest in various securities or other assets as specified under the Clauses "Type of Securities or Other Assets to be Invested or Other Means to Seek Investment Returns" and "Limits of Investment in Securities or Holding of Other Assets as Assets of the Fund"; as well as purchase, sell, dispose, transfer, increase the

value of the invested securities and other assets as deemed appropriate by the outsourced foreign investment manager. Such investment shall comply with the investment objective and policy of the Fund, including the investment plans approved by the Investment Committee, taking into consideration the best interest of the Unitholders.

- (3) Undertake other activities specified in the outsourcing contract and/or in order to achieve the objective of the Fund and maintain the benefits of the Unitholders under the scope of duties and responsibilities of the outsourced foreign investment manager. Such functions shall not be contrary to the Securities and Exchange Act, B.E. 2535 and related Notifications.
- (4) Perform any other functions specified by the SEC Office.

Conditions Regarding Change of Asset Management Outsourcing Service Provider

The Management Company reserves the right to change the foreign investment outsourcing service provider according to the provisions specified in the Foreign Investment Outsourcing Contract by deeming that prior consent have been granted by the Unitholders. In this connection, the Management Company shall notify Unitholders of the change as soon as possible.

17.5. Advisers

- None -

17.6. Auditors:

- Name : Mr. Sophon Permsiriwallop
Name : Miss Rungnapa Lertsuwannakul
Name : Mrs. Nongluck Pumnoi
Name : Miss Ratchada Yongsawaswanich
Name : Miss Somjai Kunapasut

Additional Details of Auditors:

Or any person approved pursuant to the Notification of the Officer on Rules for Granting Approval of Auditors provided that the Management Company shall notify the Office of the SEC accordingly.

17.7. Representatives of Unitholders: (applicable to country fund only):

- None -

18. Annual Accounting Period of the Fund

18.1 The last day of each annual accounting period: July 31

18.2 The last day of the first annual accounting period: July 31, 2017

18.3 Additional Details:

The last day of each annual accounting period: Approximately 1 year

The last day of the first annual accounting period: Approximately 1 year following the day of fund registration.

19. Obtaining Unitholders' Resolution and Amendment to the Mutual Fund Project or the Management Procedures

19.1 Operation and Management of the Fund by the Management Company

In the operation and management of the Fund, the Management Company shall proceed in accordance with provisions stipulated in the Mutual Fund Project and the Prospectus, unless otherwise amended, modified, added, notified, specified, ordered, approved, and/or granted a waiver by the SEC, the Office of the SEC, Association of the Investment Management Companies, and/or any other competent authorities such as the Ministry of Finance, etc., to which the Management Company shall adhere strictly, deeming that prior approval has been granted by Unitholders.

19.2 Amendment to the Mutual fund Project or the Management Procedures

- (1) Any amendment or addition to the Project or amendment to the management procedures must be approved by the majority votes of Unitholders holding more than one-half of the total number of Mutual Fund Units sold, unless such amendment or addition is approved by the Office of the SEC.
- (2) For a multi-class fund, seeking Unitholders' resolution must be in compliance with the rules and regulations concerning obtaining Unitholders' resolution specified in the Binding Agreement between Unitholders and the Management Company or Section 129 of the Securities and Exchange Act as well as the following regulations:
 - (2.1) In case of obtaining resolution for the issue having impact on the right of the Unitholders of every class, but with different degree of impact on each class, the resolution must be passed by a majority of votes of the Unitholders of each class that is impacted.
 - (2.2) In case of obtaining resolution for the issue having impact on the right of the Unitholders under no circumstances, the resolution must be passed by a majority of votes of the Unitholders of each class that is impacted.
 - (2.3) In case of obtaining resolution for the issue having impact on the right of the Unitholders of a specific class, the resolution must be passed by a majority of votes of the Unitholders of that specific class only.

In case that the person or group of persons holding more than one-third of the total number of Mutual Fund Units sold of the Fund, the Management Company or the Securities Company holding an omnibus account shall not count the votes of the person or the group of persons for the portion of holding which exceeds one-third of the total number of Mutual Fund Units sold. If the Fund is divided into different classes and the Unitholders' resolution is sought for each class of Mutual Fund Units, the Management Company shall not count the vote of the excessive holding except where that class of Mutual Fund Units is solely held by one person or one group of person when the Management Company shall count the total votes of such Unitholder

- (3) In the case that the amendment to the Mutual Fund Project or the management procedures is in accordance with the resolution of Unitholders, the Management Company shall notify the Office of the SEC of such amendments within 15 days from the date on which the resolution is passed, and shall notify every Unitholder of the amendment of the Project and publish the notification in at least one daily newspaper within 15 days from the date on which the approval is granted by the Office of the SEC or the date on which the resolution is passed, as the case may be.

In the case that the Unitholders' resolution is not exceeding 55 percent of the total Mutual Fund Units sold of the Fund, the Management Company shall send relating documents regarding the request for Unitholders' resolution and the evidence of vote casting to the Fund Custodian for certification.

If the amendment cannot be executed based on the resolution passed by a majority of votes of Unitholders due to the restriction on holding of Mutual Fund Units stipulated in the Notifications of the Capital Market Supervisory Board concerning rules and restrictions on holding of Mutual Fund Units and duties of the Management Company, the Management Company may seek approval from the Office of the SEC according to the guidelines set forth by the Office.

- (4) If the amendment is related to the change in investment policy, life and/or type of the Project, the Management Company must obtain approval of both the SEC and the Unitholders' resolution passed by a majority of votes of Unitholders holding in aggregate more than half of the total number of Mutual Fund Units sold of the Fund.
- (5) In making the amendment to the Project which is for the benefit of the Unitholders and the Fund or to be in line with the rules and regulations specified by the SEC or the Office of the SEC, the Management Company may seek approval from the Office of the SEC by filing the application in writing accompanied with details of the amendments and the certification of the Fund's Custodian.

Once the Office of the SEC receives the complete application and supporting documents according to paragraph one, it shall be deemed that approval for the amendment is granted by the Office of the SEC.

- (6) The Management Company may increase the registered capital of the Fund by deeming that prior approval has been granted by Unitholders. In this regard, the Management Company shall act in accordance with the rules and regulations prescribed by the Office of the SEC.

The rules and procedures for seeking Unitholders' resolution as well as the enforcement of such resolution should be in accordance with the provisions prescribed in the Binding Agreement between Unitholders and the Management Company. In the regards, the procedures for seeking of Unitholders; resolution for amendment to the Mutual Fund Project shall be in accordance with Section 129 of the Securities and Exchange Act B.E. 2535 (1992).

20. Other Provisions

20.1 Maintenance of Capital Adequacy

In the event that the Management Company cannot maintain its capital adequacy position pursuant to the provisions in Clause 4 of the Notification of the SEC concerning Regulations on the Maintenance of Capital Adequacy and Management Liability Insurance of Asset Management Companies, the Management Company shall proceed to have another asset management company to manage the Fund instead by seeking approval from the Office of the SEC or seeking approval from the Unitholders through a resolution passed by a majority of votes of Unitholders holding in aggregate more than one-half of the total number of Mutual Fund Units sold of the Fund within 15 days following the day the Management Company realizes or may realize about the situation of inability to maintain the sufficient capital. The Management Company may request for an extension of such period from the Office of the SEC if it is deemed necessary and proper. The selection of a replacement management company shall take into consideration the interests of the Unitholders as a whole. The Management Company shall be responsible for any expenses incurred during such process. If the Management Company fails to proceed accordingly within the specified period, it shall proceed to terminate the Fund.

20.2 Restriction on Holding of Mutual Fund Units

Any person or group of persons are not allowed to hold greater than one-third of the total Mutual Fund Units sold unless such holding falls under the waiver criteria stipulated in the Notifications of the Capital Market Supervisory Board concerning rules and restrictions on holding of Mutual Fund Units and duties of the Management Company.

20.3 Conduct of KYC/CDD

The Management Company and/or the Subscription or Redemption Supporting Agents appointed by the Management Company may request for additional information, supporting documents, or evidences from the Purchasers or the Unitholders of the Fund or related persons as defined by relevant laws or legally authorized agencies, before and after investing in the Mutual Fund Units of the Fund, in order to comply with the Anti-Money Laundering and Combating Financing of Terrorism (AML/CFT), the Law of Thailand and those of other related countries, as well as the operational guidelines, or interpretations, or orders, of authorized agencies. The Management Company and/or the Supporting Agents have the duties to implement the “Know Your Clients” (KYC) and “Client Due Diligence” (CDD) procedures whereas the Purchasers or the Unitholders of the Fund have the responsibility to keep the Management Company and/or the Subscription or Redemption Supporting Agents informed of the changes of information regarding KYC/CDD. Pursuant to the operational guidelines of the above mentioned AML/CFT Laws, the Management Company and/or the Subscription or Redemption Supporting Agents shall proceed to undertake procedures in accordance with the AML/CFT measures including the opening of new accounts, transactions with existing clients, on-going monitoring of accounts and transactions, and other procedures in compliance with the guidelines set out by related competent authorities.

20.4 Soft Commission

The Management Company may accept benefits for the Fund from any person providing services related to fund management with the following criteria and guidelines:

- (1) Such benefits must have an economic value and related to the direct role of the a mutual fund as stipulated in the Securities and Exchange laws; and
- (2) The acceptance of such commission shall not be an incentive to induce portfolio churning.

In allocating the benefits from paragraph one to the funds under management, the Management Company shall act impartially, taking into consideration the characteristics and type of securities in the investment portfolio of each fund.

20.5 Borrowing or Transaction under Repurchase Agreement

In the case where the Fund need to manage its liquidity temporarily, the Management Company may borrow cash or enter into a transaction under the Repurchase Agreement on behalf of the Fund in accordance with the following criteria:

- (1) The counterparty must be an institutional investor and must not be the trustee of the Fund.
- (2) The term for debt settlement under the borrowing agreement or the repurchase agreement must not exceed 90 days.
- (3) The aggregate limit of cash borrowing and transaction under repurchase agreements at the end of each day must not exceed 10 percent of the Fund’s net asset value except where such excess limit is not caused by additional borrowings or repurchase transactions.

- (4) In case of transaction under the repurchase agreement, the standard agreement determined by the Thai Bond Market Association or TSFC Securities Public Company Limited must be applied.

20.6 The Provisions on FATCA and Other Similar Foreign Taxation Legislation

The United States has enacted the Foreign Account Tax Compliance Act (FATCA) in 2010 which shall take effect as from 1 July 2014. The law requires all foreign financial institutions (FFIs) outside the US to report about the accounts owned by US taxpayers (including individual/juristic persons of US nationality who have permanent residence or tax residence in the US) which had been opened with or maintained at the FFIs. Moreover, it is evident that several countries are currently under the process of issuing laws with provisions and regulations similar to FATCA (hereinafter referred to as “Related Foreign Laws”).

Mutual funds and asset management companies are regarded as FFIs according to FATCA definition and therefore are required to obligate themselves to comply with US’s Internal Revenue Service (IRS) regulations by reporting information and financial transactions of US citizens or persons with characteristics under the FATCA provisions, conducting due diligence review of existing accounts in order to identify relationship between clients and the US, as well as requiring some clients to prepare documentary evidence demonstrating their status in accordance with FATCA regulations, etc.

Under the provisions of FATCA, any mutual funds failing to obligate themselves to comply with FATCA regulations (i.e. being a Non-Participating Foreign Financial Institution or NPFFI) shall be impacted significantly in two cases as follows:

- (1) The fund must be subject to a 30% withholding tax on US-source income, benefits, or proceeds from sale of US financial assets (direct investment), effective 1 July 2014; and on passthru payments received from indirect investment in US financial assets, which may include deposits at and investments with other financial institutions outside the US, which will become subject to FATCA withholding as from 2017 onwards. FATCA requires US financial institutions and participating FFIs (including banks and financial institutions, custodians, as well as selling and redemption supporting agents in Thailand) to withhold such payments before making settlements with mutual funds which are NPFFIs.
- (2) Local and foreign banks and financial institutions including fund’s trustees, custodians and selling and redemption supporting agents obligate to comply with FATCA regulations may refuse or suspend the financial transactions or terminate the business relationship with the mutual funds or asset management companies, resulting in the inability of the fund to continue its investment and/or the ineffective investment of the fund. Furthermore, the unitholders may not be able to make the transaction via the selling and redemption supporting agents any longer.

In order to prevent the operations of the management companies and mutual funds from being impacted as well as to protect the benefits of unitholders as a whole, the management companies and mutual funds (by the management companies) obligate themselves to comply with the rules and regulations of related foreign laws. To ensure proper compliance with obligations under the rules and regulations of related foreign laws, the management companies and mutual funds (including parties related with fund operations such as trustees, custodians, and selling and redemption supporting agents) reserves the right to proceed as follows:

- (1) Requesting the unitholders who have indicia of US status (or status of a specified person according to related foreign laws) to grant permission to the management company, the fund, and its agent, to submit all relevant information (such as name, address, US Tax payer Identification Number, number and amount of outstanding mutual fund units, amount of redemption proceeds or dividends received, etc.) of the unitholders in the fund

account with the management company to both domestic and foreign government agencies in accordance with the provisions of related foreign laws.

- (2) Requesting the unitholders to submit information, documentary evidence, and/or additional statement of consent, in order to reaffirm or verify their foreign or US status, for instance, Certificate of Loss of Nationality of the United States, provision of information according to the items specified in US IRS Form, or notification of information modification when there is any change of the initial information provided during account opening, etc. In case that the unitholders are financial institutions, they are also requested to submit the evidence asserting their participation in FATCA or related foreign laws in accordance with the rules and regulations of such laws.
- (3) Conducting any other acts in compliance with related foreign laws.

In order to prevent and mitigate the adverse impact on the fund and the unitholders, and to enhance the benefits of the fund and the unitholders when acting in compliance with related foreign laws, if the unitholder refuses to proceed or fails to respond to the request of the management company within the specified period, the management company reserves the right to pursue any or some of the following actions as deemed necessary and reasonable and by deeming that such unitholder has already acknowledged the actions of the management company and/or the management company has pursued in accordance with the agreement specified in the account opening application form.

- (1) Refuse to accept the subscription/switching/transfer order of mutual units of such unitholder.
- (2) Suspend or halt the service and proceed to repay the investment amount calculated based on the net asset value per unit to such unitholder.
- (3) Proceed to withhold the payment for investment income and/or the redemption proceeds received by such unitholder in order to comply with the regulations and provisions of related foreign laws, in so far as it is not contrary to Thai laws.
- (4) Undertake any other actions to prevent or mitigate the adverse impact or to enhance the benefits of the fund and the unitholders as a whole when acting in compliance with related foreign laws.

The above mentioned procedures are deemed to be necessary for protecting the benefits of the fund as a whole since they are aimed at preventing the management company and the fund from non-compliance with the provisions of FATCA and related foreign laws which may result in the imposition on the fund of a withholding tax or the closure of the bank account of the fund as mentioned above. In practice, the management company shall take the above mentioned actions with the unitholders who have indicia of US status (or status of a specified person according to related foreign laws) only.

In this regard, if there are any modifications on the provisions of the Thai laws in order to facilitate the procedures proclaimed by the management company as mentioned above, the management company (including related parties) shall pursue in accordance with the domestic law and may submit the information of the unitholder to the government agency or undertake any other actions as specified by the authorities without soliciting permission of the unitholder.

21. Enforcement of the Mutual Fund Project

The Management Company has the duty to comply with the Mutual Fund Project, bindings between the Unitholders and the Management Company, as well as the Securities and Exchange Law, as well as relevant announcement, rules and orders issued by virtue of such law. If any provisions in the Mutual Fund Project are conflict with the law, notifications, regulations or orders, if the Management Company has pursued to in compliance with the said law, notification, regulation or order, it is deemed that the Management Company has acted in compliance with the Mutual Fund project.

The Management Company shall appoint the Custodian of the Fund as specified in the Mutual Fund Project. The Custodian is authorized to sign in the Binding Agreement between the Unitholders and the Management Company. In this regard, the signing of the Binding Agreement by the authorized Custodian shall be binding upon all Unitholders.

In expressing the intention to purchase or invest in the mutual fund units in accordance with the Mutual Fund Project, whether this is the initial or all subsequent transaction, the Unitholders agree to be bound by the provisions prescribed in the Mutual Fund Project and the Binding Agreement between the Unitholders and the Management Company.

The Mutual Fund Project approved by the Office of the SEC or amended in accordance with Section 129 of the Securities and Exchange Act B.E. 2535 (1992) attached to the Binding Agreement between the Unitholders and the Management Company are deemed as parts of the Binding Agreement between the Unitholders and the Management Company.

Binding Agreement

Between

Unitholders of

“Manulife Strength - Foreign Fixed Income Fund 3Y”

(MS-FFI3Y)

and

Manulife Asset Management (Thailand) Limited

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1. Management Company:

Name: Manulife Asset Management (Thailand) Company Limited

Address: 6th Floor Manulife Place, 364/30 Sri Ayudhaya Road
Thanon Phayathai, Rajthevi, Bangkok 10400
Tel. (66) 2246-7650 Fax (66) 2642-6341
Website: www.manulife-asset.co.th

Rights, Duties, and Responsibilities of the Management Company:

In managing the Fund, the Management Company shall have the rights, duties and responsibilities as follows:

(1) Fund Management

- (a) File an application with the Office of SEC to register the capital mobilized from the selling of Mutual Fund Units of the Project as a Fund within 15 business days from the closing date of the initial offering for sale of Mutual Fund Units.
- (b) Manage the Fund strictly in accordance with the Project approved by the Office of the SEC as well as the binding agreement between the Unitholders and the Management Company, the Securities and Exchange Act, B.E. 2535, and the relevant Notifications issued by the SEC and the Office of the SEC, currently in use or to be amended in the future
- (c) Invest the money of the Fund in a variety of securities and assets and trade, dispose, transfer, or augment the invested securities or assets at the discretion of the Management Company in compliance with the laws and the Fund's investment objective and policy and by taking into account the best interests of Unitholders.
- (d) Arrange to increase the Fund's registered capital in accordance with the procedures prescribed by the Office of the SEC.
- (e) Arrange to increase the number of Mutual Fund Units sold; or decrease/cancel the number of Mutual Fund Units accepted for redemption; on the day following the trading day of Mutual fund Units in accordance with the rules and procedures prescribed by the SEC.
- (f) Reserve the right to refuse allocation of Mutual Fund Units in accordance with the provisions specified in the Project.
- (g) Attend meetings and vote in activities in which the Fund is a shareholder, as deemed necessary, in order to protect the Unitholders' interests.
- (h) Make modifications or amendments to the details of the Project or the method of fund management in accordance with the rules and procedures specified in the Project Details.
- (i) Accept subscription/redemption order of Mutual Fund Units and arrange to sell or redeem the Mutual Fund Units as per the subscription/redemption orders received on the trading day. Exceptions include the case that the Management Company reserves the right to allocate Mutual Fund Units, suspend acceptance of the subscription orders or reject the subscription orders in accordance with the conditions specified in the Project and the case that the Management Company shall not sell or accept redemption of Mutual Fund Units as per the subscription/redemption orders it has received or halt accepting the subscription/redemption orders in accordance with the conditions specified in Clause 11 "Not Selling or Accepting Redemption of Mutual Fund Units As Per Subscription/Redemption Orders" and Clause 12 "Suspension of Selling and Redemption of Mutual Fund Units".

- (j) Postpone the payment of redemption proceeds to the Unitholder who has placed the redemption order in accordance with the conditions specified in Clause 10 “Postponement of Payment for Redemption to Unitholders”.
- (k) Perform other acts in order to achieve the Fund's investment objectives and to protect the interests of the Unitholders under the scope of duties and responsibilities of the Management Company without violating the regulations prescribed by the Office of the SEC.
- (l) Perform other duties and responsibilities in compliance with the provisions regarding duties of the Management Company prescribed in the Securities and Exchange Act, B.E. 2535 and the notifications issued by the SEC and the Office of the SEC, currently in use or to be amended in the future.

(2) Receipts and Payments of the Fund

- (a) Arrange for the receipt and payment of fees, expense, and any other remuneration from and to Unitholders and the Fund in accordance with the investment objective of the Fund as specified in Clause 15 of the Project Details section.
- (b) Receive the remuneration for the management of the Fund as prescribed in Clause 15 of the Project Details section.
- (c) Arrange to make advance payment for securities settlement by the global custodian (if any) on the settlement date for the case of foreign investment. The fees arising from the transactions of the global custodian shall be regarded as expenses of the Fund as specified in Clause 15 of the Project Details section.

(3) Appointment of Related Parties for Fund Management

- (a) Appoint the Fund's Custodian who has the qualifications specified in the notification of the Office of the SEC regarding qualifications of Fund Custodians including change of the Fund's Custodian and appointment of a replacement Custodian in accordance with the conditions specified in Clause 2 of the Binding Agreement between Unitholders and the Management Company subject to approval of the Office of the SEC.
- (b) Appoint the Subscription or Redemption Supporting Agents of the Fund in accordance with the regulations, conditions and procedures prescribed by the Office of the SEC.
- (c) Arrange to have the Auditor of the Fund who has qualifications and does not possess prohibited characteristics in accordance with the regulations of the Office of the SEC governing approval of auditors of securities companies.
- (d) Appoint a liquidator upon termination or dissolution of the Fund with the prior approval of the Office of the SEC.
- (e) Appoint the Registrar of the Fund and arrange to have a Unitholders Register in accordance with the rules and procedures as prescribed by the Office of the SEC.
- (f) Appoint any other persons to perform the professional functions for the Fund such as the designated fund manager for foreign investment, investment adviser, Fund's adviser, specialist, information service provider, technical adviser, etc., at the discretion of the Management Company and upon endorsement or approval of the Office of the SEC.

- (4) Arrangements to prevent any person or group of persons from holding Mutual Fund Units exceeding the holding restriction**
- 4.1 Allocate the Mutual Fund Units to any person or group of persons within the holding restriction and supervise the Subscription or Redemption Supporting Agents to comply with such restriction.
 - 4.2 Inform the Fund's Registrar, in case that it is a third party other than the Management Company, of such restriction and instruct the Registrar to refuse the transfer of Mutual Fund Units if such transfer results in a violation of holding limit by any person or group of persons.
 - 4.3 Inspect the holding of Mutual Fund Units by any person or group of persons to ensure compliance with the holding restriction and arrange for the Subscription or Redemption Supporting Agents to conduct such inspection and report to the Management Company whenever a violation of the holding restriction is observed.
 - 4.4 Upon occurrence of the fact that a person or group of persons holding the Mutual Fund Units in excess of the holding restriction, either directly or indirectly, the Management Company shall act in compliance with the regulations as follows:
 - 4.4.1 In case that the excessive holding is caused by acquisition of additional Mutual Fund Units, the Management Company shall proceed as follows:
 - (a) Report to the Office of the SEC within 5 business days from the date on which the fact is known or should be known by the Management Company. The report must contain the guidelines for rectification in order to keep the holding of Mutual Fund Units in line with the prescribed restriction.
 - (b) Disclose the information of any violation of holding restriction by a person or groups of persons to other investors within 5 business days from the date on which the holding exceeds the restriction through appropriate channels such as the website of the Management Company, etc.; and keep such information updated on a monthly basis.

In this respect, the Management Company shall arrange to have an agreement with the Registrar requiring the Registrar to inform the Management Company of the violation of holding restriction.
 - (c) Rectify the holding structure of Mutual Fund Units by any person or group of persons to ensure compliance with the holding restrictions within 2 months from the date on which the evidence of the exceeding of holding limit by the person or group of persons exists.
 - 4.4.2 In case that the excessive of holding is not caused by acquisition of additional Mutual Fund Units or is exempted according to the Notification of the Capital Market Supervisory Board, the Management Company shall disclose such information as per the criteria specified in clause 4.4.1 (b).
 - 4.5 In case of an omnibus account, the Management Company shall arrange to have an agreement requiring the person whose name appears as owner of the account to perform in compliance with the provisions regarding dividend payment (if any), vote counting of Unitholders, and regulations pertaining to the arrangement in case that the holding of Mutual Fund Units exceeding the holding restrictions according to clauses 4.1, 4.3 and 4.4.1 (a) and (c) specified in the binding agreement, mutatis mutandis. In this connection, the owner of the omnibus account shall report the holding of Mutual Fund Units which is in excess of the holding limit according to clause 4.4.1 (a) to the Management Company instead of the Office of the SEC.

(5) Other Arrangements

- (a) Issue Statement of Holding or other document indicating the right to hold Mutual Fund Units to Unitholders.
- (b) Segregate the Fund's assets from the assets of its own and to arrange for the custody of the Fund's assets and interest by the Fund's Custodian.
- (c) Prepare an annual report on the information of the Fund during each fiscal or accounting year and send it to Unitholders whose names are in the register of the Unitholders as well as to the Office of the SEC within 3 months from the date following the end of each fiscal year. Such report shall contain at least the information specified by the Office of the SEC. If the Management Company opts to prepare and send the report in accordance with (d) by calendar year, the period for submitting annual report of the Fund shall be extended to within 4 months from the end of each fiscal year.

The provision in paragraph one shall not be enforced on the case that the Fund is terminated in accordance with Clause 20 of the Project's Details with the termination taking place prior to or on the date scheduled for the preparation or submission of such report.

- (d) Prepare a 6-month report on the information of the Fund during such period and send it to Unitholders whose names are in the register of the Unitholders as well as to the Office of the SEC within 2 months from the date following the end of each 6-month period or upon request of Unitholders. Such report shall contain at least the information specified by the Office of the SEC.

In case that the Management Company opts to prepare the 6-month report according to paragraph one by fiscal year, the Management Company is exempted from preparing and submitting such report for the latter 6-month period of that fiscal year.

- (e) Prepare an updated Prospectus every fiscal year in order to present information about the Fund as at the end of the fiscal year, and send such updated Prospectus to the Office of the SEC within 60 days from the day following the end of the fiscal year.
- (f) Notify the Office of the SEC of any amendments to the registered information within 5 business days from the date of amendment, except for the case of an increase in registered capital or a modification to the existing number and amount of Mutual Fund Units.
- (g) Request for a replacement of Fund Registration Document from the Office of the SEC by paying fees specified by the Office of the SEC In case that the original document is lost or destroyed.
- (h) Prepare a report on trading of securities or other assets for the Fund on a daily basis and to submit such report to the Fund's Custodian within the end of each business day.
- (i) Prepare a report on the Fund's investment position on a daily basis and to submit such report to the Fund's Custodian within the end of each business day.
- (j) Prepare a report on the investment in or holding of securities and/or other assets which their value exceeds the prescribed limits and such exceeding is not caused by additional investment or acquisition in accordance with the rules and procedures prescribed by the office of the SEC by indicating the name, value and investment or holding ratio. The report must also contain the date when such circumstance occurs including the rationale and must be submitted to the Fund's Custodian within 3 days since the date of such exceeding, except otherwise ordered by the Office of the SEC.

- (k) Clarify and arrange to assign the Subscription or Redemption Supporting Agents to clarify to the Unitholders or potential investors when there is an amendment to the Project or an event that has adverse impact on the interests of the Unitholders, the decision making for investing in the Mutual Fund Units, or the significant change in prices of the Mutual Fund Units.
- (l) Calculate and make announcement the net asset value, net asset value per unit, Offer Price, and Bid Price in accordance with the regulations and procedures specified by the Office of the SEC.
- (m) Prepare the financial statement of the Fund in accordance with the Accounting Standard for Investment Business as well as to the regulations and procedures specified by the Office of the SEC.
- (n) Proceed to claim, file law suits, or take legal actions or any other actions on behalf of the Fund against the issuer of securities invested or held by the Fund in order to receive the debt payment or the right in securities or other assets the Fund is eligible from the investment or acquisition of such securities.
- (o) Proceed to terminate the Fund as prescribed in Clause 20 of the Project's Details section.
- (p) Perform other duties and responsibilities in compliance with the provisions regarding duties of the Management Company prescribed in the Securities and Exchange Act, B.E. 2535 and the notifications issued by the SEC and the Office of the SEC, currently in use or to be amended in the future.

The Management Company has the duties to act in compliance with the Binding Agreement, the Mutual Fund Project, the laws governing securities and securities exchange as well as the notifications, regulations and orders stipulated by virtue of such laws. In case where the provisions stipulated in the Binding Agreement or the Mutual Fund Project is contradictory to the rules prescribed in the aforementioned laws, notifications, regulations, or orders, the Management Company shall act in compliance with such laws, notifications, regulations or orders and is regarded that it has already acted in compliance with the Binding Agreement and the Mutual Fund Project.

Conditions for Change of Management Company

In case where there is a change of management company, whether by the order of the Office of the SEC or by any other causes according to the Securities and Exchange Act B.E. 2535; the Management Company shall proceed as deemed necessary including the delivery of all related documents and evidences to ensure that the new management company shall resume the duties properly.

2. The Fund' Custodian:

Name: Citibank, N.A. Bangkok Branch

Address: 399 Sukhumvit Road, Interchange 21 Tower, Klongton Nua, Klongtoey, Bangkok 10110
Tel (66)2788-2134, (66)2788-4764-65

Or any other custodian having the qualification in compliance with the Notification of the Office of the SEC.

Rights, Duties and Responsibilities:

In supervising the Fund, the Fund's Custodian has the following rights, duties and responsibilities:

Rights of the Fund's Custodian:

- (1) Receive remuneration from the Fund for its services in accordance with the rate specified in Clause 15 of the Project's details.
- (2) Terminate the Fund's Custodian Agreement in accordance with the conditions specified in the agreement upon approval of the Office of the SEC.

Duties and Responsibilities of the Fund's Custodian:

- (1) Supervise and ensure that the Management Company performs its duties and responsibilities in accordance with the provisions prescribed in Clause 1 of the Binding Agreement between Unitholders and the Management Company.
- (2) Supervise and ensure that the Management Company performs in strict compliance with the Project's details, the Securities and Exchange Act, B. E. 2535, and the notifications of the SEC and the Office of the SEC issued thereunder, currently in use or to be amended in the future. In case of any incompliance, the Fund's Custodian shall inform the Management Company promptly. If the Management Company has performed any act or omitted to perform any act which has caused damage to the Fund, or the Management Company has not acted in accordance with the provisions of the SEC Act, the Fund's Custodian shall submit a detailed report to the Office of the SEC within 5 days of acknowledgment.
- (3) Take care of, accept into custody and safekeep assets of the Fund by segregating such assets from assets of the Custodian and its customers; as well as supervise the reimbursement of the Fund's assets to ensure compliance with the Project's details.
- (4) Arrange for the acceptance, conversion, disposal, delivery and transfer of securities forming part of the Fund's assets; and to accept or make payment for such securities, after verification of supporting evidence and upon instruction of the Management Company.
- (5) Certify the Management Company's calculation of Asset Value, Net Asset Value, Net Asset Value per Unit, Offer/Bid Price and number of Mutual Fund Units calculated by the Management Company. Once the calculations are certified by the Fund's Custodian, the Fund's Custodian shares with the Management Company responsibilities for any damages caused by the error in such calculations.
- (6) Certify the accuracy of the number of the additional Mutual Fund Units purchased by the Unitholders against the sum which the Management Company transfers into the account of the Fund and the number of the Mutual Fund Units reduced daily through the redemption of the Unitholders on each transaction date in accordance with the instruction of the Management Company.
- (7) Pay the Fund's expenses in accordance with the Management Company's instruction.
- (8) Receive payment eligible for the Fund according to the establishment and operations of the Fund such as subscription proceeds, interest arising from securities, money from disposal or surrender of securities, and other incomes of the Fund and deposit the proceeds in the deposit account of the Fund and/or the custody account of the Fund as per instruction of the Management Company; as well as supervise the reimbursement of the Fund's assets to ensure compliance with the Project's details.
- (9) Notify and report to the Management Company regarding details of the rights relating to the assets invested by the Fund such as the rights to attend shareholders' meeting, the receipt of dividend or interest payment, the change of the value of the securities, and any other changes which have impact on the holding position of the Fund immediately after the Fund's Custodian receives the information in writing.

- (10) Prepare and submit the following reports and accounts to the Management Company in writing:
 - (10.1) Reports on results of operations in accordance with instructions of the Management Company with respect to receipt and disposal of securities, interests and others;
 - (10.2) Preparation of accounts and verification of assets of the Fund in its custody;
 - (10.3) Preparation of accounts of receipt and payment of the assets of the Fund;
 - (10.4) Report on cash and details of the calculation of Asset Value, Net Asset Value, Net Asset Value per Unit, Offer Price, and Bid Price of the Mutual Fund Units.
- (11) Submit detailed report to the Office of the SEC in the event that the Management Company performs any act or omits to perform any act which causes damage to the Fund, or the Management Company does not act in accordance with Section 125 of the Securities and Exchange Act B.E. 2535.
- (12) Take legal action to cause the Management Company to perform its duties or to claim compensation for damages from the Management Company for the interests of all Unitholders or when instructed by the Office of the SEC. Expenses incurred in taking legal action for the interests of the Unitholders shall be claimed from the assets of the Fund.
- (13) Give consent to the Management Company in the determination of fair value of assets or instruments invested by the Fund for the calculation of the Fund's Net Asset Value in case that the normal calculation method does not reflect the real value of investment at the time of calculation; or In case that the Fund invests in assets other than those prescribed in the Notification of the Office of the SEC.
- (14) Distribute the value of Mutual Fund Units to Unitholders according to the net asset value per unit outstanding in the Fund at the time of Project termination as per prior notification of the Management Company.
- (15) Undertake the transaction of foreign exchanges as per order of the Management Company.
- (16) Perform any acts relating to the application for permission to remit the foreign exchanges into and out of the country, subject to the instruction of the Management Company and in compliance with the laws and regulations governing foreign exchange control.
- (17) File taxes relating to the offshore investment (if any) with the Revenue Department.
- (18) Perform the following duties during the period of liquidation of the Fund:
 - (18.1) Supervise and keep in custody the assets of the Fund until the completion of the liquidation process.
 - (18.2) Supervise and ensure that the liquidator complies with Section 130 of the Securities and Exchange Act, B. E. 2535 and to immediately notify the Office of the SEC in case that the liquidator acts or omits to perform any act under Section 130 of the Securities and Exchange Act, B. E. 2535 and accordingly causes damage to the Fund.
 - (18.3) Pay the remaining funds from the reserves for the debt settlement of the Fund and repay to the Unitholders in proportion to the number of Mutual Fund Units held by each Unitholder.

The duties of the Fund's Custodian shall terminate when the Liquidator registers the Termination of the Fund with the Office of the SEC.

- (19) Arrange to have a global custodian or a global depository center (if any) to keep the assets of the Fund in safe custody in foreign countries. The Fund's Custodian shall carefully select and scrutinize the qualifications of the global custodian to ensure that the appointment is in compliance with laws and the global custodian is operating its business with strong fundamental and potential. The Fund's Custodian is responsible and accountable for the performing of duty of the global custodian.
- (20) Notify and report to the Management Company in writing regarding the status of the securities to be transferred or in the process of closing for transfer under the Fund's name for the benefit of attending the securities holder meeting, the receipt of interest payment, etc.
- (21) Give consent to the postponement of the payment for the redemption of Mutual Fund Units to the Unitholders who have placed the redemption orders in the event that the Management Company suspend the selling or redemption of Mutual Fund Units as per the selling/redemption orders it has received, or halts the accepting of selling/redemption orders; in the event of paying redemption proceeds in the form of securities or other assets other than cash in according with the rules and procedures prescribed by the Association of Investment Companies; and in the event that the calculation of Offer Price or Bid Price is incorrect.
- (22) Notify the Office of the SEC regarding the postponement of the payment for the redemption of Mutual Fund Units by submitting a report thereof together with supporting reasons as well as evidence of the Fund's Custodian's consent to the Office of the SEC on behalf of the Management Company.
- (23) Give consent to the Management Company in the receipt of payment in the form of other assets other than the debt payment in accordance with the procedures specified by the SEC.
- (24) Provide comments on the management of the Fund in the report every 6 months of the fiscal year or calendar year and the annual report of the Fund to inform the Unitholders and the Office of the SEC within 60 days from the ending of the 6 month period and within 4 months from the end of the fiscal year, respectively.
- (25) Pay the redemption proceeds to the Unitholders who placed the redemption order through the Management Company in accordance with the Management Company's instructions, and/or to pay any interest or assets of the Fund in accordance with the Management Company's instructions.
- (26) Certify the Unitholders' resolution pertaining to the amendment of the Project if such resolution is passed by the votes of Unitholders not exceeding 55 percent of the total Mutual Fund Units sold.

The Unitholders' resolution according to paragraph one refers to the resolution passed by the majority of Unitholders whose aggregate value of the Mutual Fund Units is greater than half of the total Mutual Fund Units sold.

- (27) Certify the modification or amendment to the Project which is made for the benefits of Unitholders of the Fund or in order to comply with laws and the regulations prescribed by the SEC or Office of the SEC. In this regard, the Management Company may seek approval of the Office of the SEC for such medication or amendment by submitting application I writing together with the modified or amended Project's details as well as the Letter of Certification of the Fund's Custodian.

Once the Office of the SEC receives the application and the complete set of accompanying evidences and documents according to paragraph one, it is deemed that approval for the modification or amendment to the Project's details has been granted.

- (28) Receive payment for the purchase of Mutual Fund Units of the investors from the Management Company in order to transfer to the account of the Fund.

- (29) Perform other acts according to the laws pertaining to securities and exchanges or notifications of the SEC and/or Office of the SEC by acting in compliance with the Securities and Exchange Act, B. E. 2535 and the Notifications issued by the SEC and/or the Office of the SEC, currently in use or to be amended in the future.

In case that the Fund's Custodian fails to comply with any provision of the agreement on the appointment of the Fund's Custodian and accordingly causes damage to the Fund and/or the Unitholders, the Fund's Custodian is obliged to pay the amount of damage to compensate for the Fund and/or the Unitholders within 15 days from the date on which the fault is proved to be the responsibility of the Fund's Custodian. Both the Management Company and the Fund's Custodian agree to keep in confidence any information obtained and shall not disclose to any third party unless it is required by law or with the consent of the counterparty, for the benefits of the Unitholders.

The Fund's Custodian shall be responsible for any damages incurred from a gross negligence or omission of duties without proper cause of the Fund's Custodian, personnel, employees or any persons who work for the Fund's Custodian.

- (30) The Fund's Custodian shall strictly comply with the regulations and procedures prescribed by the Securities and Exchange Act, B.E. 2535 and the Notification issued by the SEC and the Office of the SEC.

The Fund's Custodian has the duties and responsibilities as specified in the agreement on the appointment of the Fund's Custodian and the Securities and Exchange Act, B.E. 2535 which include the duties to protect the benefits of Unitholders. In case where there is change of the Fund's Custodian, the old Custodian shall proceed as deemed necessary to ensure that the new Custodian can resume such duties appropriately. This includes the signing for certification of accurate and complete delivery of assets and documents from the old Custodian to the new Custodian.

In case that the Fund's Custodian performs any act or omits to perform any act, which causes damage to the Fund; or neglect the duties of the Fund's Custodian, the Unitholders may exercise their rights according to Sections 132 and 47 of the Securities and Exchange Act, B.E. 2535 in taking legal action against the Fund's Custodian for the interests of the Unitholders as a whole.

The Fund's Custodian shall not perform any act conflicting with the benefits of the Fund and the Unitholders, no matter whether such act is for the benefits of the Custodian or other persons. Exceptions include case of receiving remuneration for the service of the Fund's Custodian or the case that the act is conducted on a fair treatment basis and the Unitholders have been earlier informed of such act with sufficient information without indicating any objection.

In case where a specific action needs prior approval by Unitholders' resolution but the Management Company pursues such action without seeking Unitholder's resolution accordingly, the Fund's Custodian is authorized to undertake necessary actions to obtain such Unitholders' resolution.

Conditions for Change of the Fund's Custodian:

The Management Company shall change the Fund's Custodian under the following conditions, subject to prior approval of the Office of the SEC:

- (1) When either the Management Company or the Fund's Custodian intends to terminate the Fund's Custodian Agreement and gives the other party at least 90-day prior written notice.
- (2) The Management Company or the Fund's Custodian does not perform its agreed duties and responsibilities, the Fund's Custodian or the Management Company may terminate the Fund's Custodian Agreement by giving the other party at least 30-day prior written notice.

- (3) In case of an amendment to the conditions of the Project or the securities and exchange laws, or the notifications of the SEC or the Office of the SEC, or any other circumstances, and the Management Company and the Fund's Custodian cannot agree on an amendment to the Agreement to be consistent with such laws or notifications, since such amendment would impose increased duties on the Fund's Custodian and the Fund's Custodian does not wish to accept such duties, the Fund's Custodian has the right to terminate the Fund's Custodian Agreement by giving at least 90-day prior written notice to the Management Company.
- (4) The Unitholders resolve by a majority of votes which represents the aggregate number of Mutual Fund Units in excess of one-half of all of the Mutual Fund Units sold of the Fund to change the Fund's Custodian.
- (5) The Fund's Custodian lacks any of the qualifications specified in the notification of the Office of the SEC regarding qualifications of mutual fund Custodians, the Management Company shall require that the Fund's Custodian correct the deficiency within 15 days from the date of discovery of the matter by the Management Company or the date of its discovery by the Office of the SEC, unless the Office of the SEC instructs otherwise. The Management Company shall inform the Office of the SEC of such correction within 3 days from the date of completion of correction.

If the Fund's Custodian does not make the correction according to paragraph one within the specified date, the Management Company shall seek approval from the Office of the SEC to change the Fund's Custodian within 15 days from the specified date for correction. Upon receipt of approval, the Management Company shall appoint a replacement Custodian without delay, unless otherwise ordered by the Office of the SEC.

- (6) The Fund's Custodian discloses information relating to the management of the Fund, or other information relating to the Fund, or uses it in the manner which is or may be detrimental to the Fund, or for its own interest, the Management Company may terminate the Fund's Custodian Agreement by giving a written notice at least 15 days prior to the effective date.
- (7) Other conditions as specified in the Custodian Agreement.

Upon ceasing to act as the Fund's Custodian, the old Custodian shall transfer or deliver the assets of the Fund together with all relevant documents to the new Custodian without delay, or as per the orders of the Management Company or the Office of the SEC. Any other actions may be necessary to facilitate the smooth and prompt transfer or delivery of the assets and related documents in order to ensure continuity of the business. In this respect, the old Custodian shall continue to perform its duties of the Fund's Custodian completely until the transfer of assets and documents of the Fund as well as other necessary procedures to the new Custodian are fully accomplished and the new Custodian is able to carry on its duties instantaneously, except otherwise ordered by the Management Company or the competent agencies.

In case that the act of the Fund's Custodian causes conflicts of interests to the Fund or Unitholders and the matter is material and cannot be rectified, the Management Company has the authority to terminate the Fund's Custodian Agreement.

The Fund's Custody:

Name: Citibank, N.A. Bangkok Branch

Address: 399 Sukhumvit Road, Interchange 21 Tower, Klongton Nua, Klongtoey, Bangkok 10110
Tel (66)2788-2134, (66)2788-4764-65

And/or other Custodian having the qualification specified by the Office of the SEC; and/or Thailand Securities Depository Company Limited; and/or any global depository center including any global custodian and/or custody agent appointed by the Fund's Custodian.

3. The Fund' Auditors:

Name: Mr. Sophon Permsiriwallop, or Miss Rungnapa Lertsuwannakul, or Mrs. Nongluck Pumnoi, or Miss Rachada Yongsawadvanich, or Miss Somjai Khunapasut

Address: EY Office Limited.
193/136-137 Lake Rajada Office Building, 33rd Floor
Ratchadaphisek Road, Khet Klongtoey, Bangkok 10110
Tel. (66) 2264-0777, 0-2661-9190 Fax (66) 2264-0789-90

Or any person approved pursuant to the Notification regarding Rules for Granting Approval of Auditors provided that the Management Company shall notify the Office of the SEC accordingly.

Rights, Duties and Responsibilities:

To be in accordance with the Securities and Exchange Law as well as the notifications, rules, or orders issued by virtue of this Law concerning auditors and the agreement on the appointment of the Fund's Auditors made between the Management Company and the Auditors.

4. The Fund's Registrar:

Name: Bank of Ayudhya Public Company Limited
Address: 1222 Rama III Road, Bang Phongphang, Yan Nawa, Bangkok 10120
Tel: (66)2296-5809, (66)2296-4864 Fax: (66)2283-1298

Or any person approved by the Office of the SEC to be a registrar provided that the Management Company shall notify the Office of the SEC accordingly.

5. The Fund's Underwriter:

Name: None

Address: None

Rights, Duties and Responsibilities:

6. Subscription or Redemption Supporting Agents:

To be specified later.

Remarks:

The Management Company may appoint additional Supporting Agents or cancel the appointment of existing Supporting Agents at a later date, provided that the Management Company shall notify the Office of the SEC the new appointment or the cancellation of appointment accordingly. The said Supporting Agents shall be juristic persons approved by the Office of the SEC and shall perform the duties of Subscription or Redemption Supporting Agents under the same operational system as the existing Supporting Agents. Such appointment of additional Supporting Agents or cancellation of existing Supporting Agents shall not be regarded as modification of the Fund's Project.

Rights, Duties and Responsibilities of the Subscription or Redemption Supporting Agents

Rights of the Subscription or Redemption Supporting Agents:

- (1) Receive fees for the act of Subscription or Redemption Supporting Agents from the Management Company or the Fund (if any) as prescribed in the Agreement on the Appointment of the Subscription or Redemption Supporting Agents.
- (2) Terminate the Subscription or Redemption Supporting Agents Agreement of the Fund in accordance with the conditions thereof.

Duties and Responsibilities of the Subscription or Redemption Supporting Agents:

- (1) Arrange to have the documents related to the Fund available at the headquarters and branch offices (if any) of the Subscription or Redemption Supporting Agents; arrange to publicize, through the cooperation of the Management Company, the Net Asset Value per Unit, Offer Price, Bid Price, and other important information and documents as prescribed by related laws and regulations; and to distribute the Prospectus Summary, application for opening a fund account, order forms for subscription or redemption of the Mutual Fund Units, or other related documents, including the full Prospectus of the Fund (as per request of the investors) in accordance with the notifications of the SEC or the Office of the SEC.
- (2) Receive the application for opening a fund account and the subscription/redemption order from the subscribers or the unitholders.
- (3) Receive payment from the subscription of Mutual Fund Units, pay the redemption proceeds to the Unitholders, or repay subscription payment to subscribers who have not allocated Mutual Fund, according to the conditions specified in the Project.
- (4) Confirm the purchase or redemption of Mutual Fund Units.
- (5) Perform the following duties in the case of an omnibus account:
 - (5.1) Inspect or arrange to have an inspection to confirm whether any person or group of persons under such account holds the Mutual Fund Units in excess of prescribed limit.
 - (5.2) Report to the Management Company within 5 days upon finding that any person or group of persons under such account holds the Mutual Fund Units in excess of prescribed limit. In this connection, if such person or group of persons is granted permission to do so by the SEC, details about such permission shall be declared.
 - (5.3) Notify the Management Company when such person or group of persons has reduced the excessive holding to meet the permissible limit.
 - (5.4) Not count the votes of the person or the group of persons for the portion of holding which exceeds the prescribed limit.
- (6) Deliver or receive statement of holding of the Unitholders in an omnibus account.
- (7) Make clarifications to the Unitholders or potential investors whenever there is an amendment to the Project or an event that has adverse impact on the interests of the Unitholders, the decision making for investing in the Mutual Fund Units, or the significant change in prices of the Mutual Fund Units.

- (8) Perform in accordance with the regulations and procedures as prescribed by the Securities and Exchange Act, the Notifications issued by the SEC, the Office of the SEC, the AIMC, or other related laws' for instance, the regulations regarding advertisement for the selling of Mutual Fund Units of mutual fund, etc.
- (9) Cooperate with the Management Company in notifying or contacting the subscribers or Unitholders when there is necessity to notify or contact them regarding the rights of the subscribers or unitholders or in any other cases of necessity.
- (10) Perform other acts as specified in the Agreement on the Appointment of the Subscription or Redemption Supporting Agents as well as other acts relating to the above mentioned duties.

7. Market Maker (applicable to ETF only):

- None -

8. Participating Dealer (applicable to ETF only) (In the case of a Non-Market Maker):

- None -

9. Advisers:

9.1 Investment Adviser:

- None -

Remark:

The Management Company reserves the right to appoint an Investment Adviser to the Fund at a later date to provide advice regarding fund management in accordance with the investment policy of the Fund for the benefits of the Unitholders. The Investment Adviser must meet the qualifications according to related notifications or regulations and shall not have any authority to control the Management Company. In this respect, the Management Company shall inform the Office of the SEC of the appointment accordingly. Such appointment of Investment Adviser shall not be regarded as modification of the Fund's Project.

9.2 Fund's Adviser:

- None -

Remark:

The Management Company reserves the right to appoint professional experts as the Fund's Advisers, for instance business and investment adviser, legal adviser, risk management adviser, etc., to provide advice regarding various aspects of fund management for the benefits of the Unitholders. The Fund Advisers must meet the qualifications according to related notifications or regulations and shall not have any authority to control the Management Company. In this respect, the Management Company shall inform the Office of the SEC of the appointment accordingly. Such appointment of Fund's Advisers shall not be regarded as modification of the Fund's Project.

10. Guarantor (applicable to guaranteed fund only):

- None -

11. Asset Management Outsourcing Service Provider:

Name: Manulife Asset Management (Hong Kong) Limited

Address: 16th Floor, the Lee Gardens
33 Hysan Avenue, Causeway Bay
Hong Kong SAR

Rights, Duties and Responsibilities:

- (1) Manage the investment portfolio of the Fund in collaboration with local fund managers. The outsourced foreign investment manager shall principally be responsible for and supervise the offshore investment portion of the Fund by providing investment plans and guidelines abroad and present the progress report the Investment Committee of the Fund.
- (2) Use the proceeds of the Fund to invest in various securities or other assets as specified under the Clauses “Type of Securities or Other Assets to be Invested or Other Means to Seek Investment Returns” and “Limits of Investment in Securities or Holding of Other Assets as Assets of the Fund”; as well as purchase, sell, dispose, transfer, increase the value of the invested securities and other assets as deemed appropriate by the outsourced foreign investment manager. Such investment shall comply with the investment objective and policy of the Fund, including the investment plans approved by the Investment Committee, taking into consideration the best interest of the Unitholders.
- (3) Undertake other activities specified in the outsourcing contract and/or in order to achieve the objective of the Fund and maintain the benefits of the Unitholders under the scope of duties and responsibilities of the outsourced foreign investment manager. Such functions shall not be contrary to the Securities and Exchange Act, B.E. 2535 and related Notifications.
- (4) Perform any other functions specified by the SEC Office.

Conditions Regarding Change of Asset Management Outsourcing Service Provider

The Management Company reserves the right to change the foreign investment outsourcing service provider according to the provisions specified in the Foreign Investment Outsourcing Contract by deeming that prior consent have been granted by the Unitholders. In this connection, the Management Company shall notify Unitholders of the change as soon as possible.

Remarks (Asset Management Outsourcing Service Provider):

The Management Company shall assign Manulife Asset Management (Hong Kong) Limited to undertake the function of foreign investment of the Fund. The rights, duties and responsibilities of the investment outsourcing service provider as well as the conditions regarding change of foreign investment outsourcing service provider shall be in line with the details specified in the fund scheme and the foreign investment outsourcing contract. Manulife Asset Management (Hong Kong) Limited is incorporated in Hong Kong and is authorized to operate fund management business under the supervision of the Securities and Futures Commission of Hong Kong which is an ordinary member of the International Organizations of Securities Commission (IOSCO).

12. Representatives of Unitholders (applicable to country fund only) :

- None -

13. Rights, Duties and Responsibilities of Unitholders :

13.1 Right to Redeem Mutual Fund Units

The Unitholders cannot redeem the Mutual Fund Units prior to the maturity of the Project Life. The Fund will automatically redeem the Mutual Fund Units upon the Fund's maturity as per the details in No. 7 "Redemption of Mutual Fund Units" on the details of the Fund Project.

13.2 Right to Receive Dividends

None

13.3 Right to Transfer Mutual Fund Units

Unitholders have the right to transfer the Mutual Fund Units provided that this is not contrary to the securities law and the notifications of the Capital Market Supervisory Board. The transfer shall be in accordance with Clause 13 "Conditions and Restrictions Regarding Allocation and Transfer of Mutual Fund Units" of the Project's Details section.

13.4 Restrictions on Transferring of Mutual Fund Units

- (1) Unitholders are prohibited from transferring Mutual Fund Units to a US person. Accordingly, the Management Company shall not accept the registration of Mutual Fund Unit transferring if it is related with the transfer or selling of Mutual Fund Units to a US person.
- (2) The Management Company or the Fund's Registrar may refuse the registration of the transferring in case that it results in the holding of Mutual Fund Units exceeding the holding restriction according to the Notifications of the Capital Supervisory Board regarding restriction on holding of Mutual Fund Units and duties of the Management Company.

13.5 Right to Vote for the Amendment to and/or Addition of the Project or for an Amendment to the Management Procedures of the Fund:

Unitholders are entitled to vote for a resolution requiring the Management Company to amend the Project or the management procedures, and the Management Company shall proceed to amend the Project and the Binding Agreement between Unitholders and the Management Company only when it obtains a majority of votes of Unitholders holding in aggregate more than one-half of the total number of Mutual Fund Units sold of the Fund. This is in compliance with the provision prescribed in Clause 19 of the Binding Agreement between Unitholders and the Management Company.

In case that the person or group of persons holding more than one-third of the total number of Mutual Fund Units sold of the Fund, the Management Company or the Securities Company holding an omnibus account shall not count the votes of the person or the group of persons for the portion of holding which exceeds one-third of the total number of Mutual Fund Units sold.

13.6 Right to Receive Proceeds upon Dissolution of the Fund:

Unitholders are entitled to receive distribution of proceeds and/or other type of in-kind payments upon the dissolution of the Fund. The Management Company shall arrange to have a liquidator endorsed by the Office of the SEC to undertake the liquidation of the Fund in accordance with the rules and procedures specified in Clause 23 “Liquidation upon Termination of the Fund” of the Binding Agreement between Unitholders and the Management Company.

13.7 Other Rights:

(1) Right to attend the Unitholders’ meeting

In making investment in this Fund, Unitholders agree to assign the Management Company to manage the Fund under supervision of the Fund’s Custodian. The Management Company shall proceed to manage the Fund in strict compliance with the Details of the Project approved by the Office of the SEC and the commitment between Unitholders and the Management Company. Accordingly, there is no necessity for Unitholders to monitor the performance of the Management Company and the Fund closely by themselves and there is no necessity for the Management Company to convene a Unitholders’ meeting, except otherwise deemed appropriate by the Management Company, the Fund’s Custodian, or a majority of votes of Unitholders holding in aggregate in excess of one-half of the total number of Mutual Fund Units sold of the Fund, as the case may be.

(2) Right to receive in-kind payment for redemption of Mutual Fund Units

Unitholders have the right to receive payment for redemption of their Mutual Fund Units in the form of securities or other assets other than cash (in-kind payment) in the event that the Management Company is not able to pay the redemption proceeds to the Unitholders as prescribed in Clause 9 “In-Kind Payment for Redemption of Mutual Fund Units” of the Project’s Details section.

13.8 Other:

The liability of Unitholders is limited to the outstanding amount of subscription proceeds payable to the Management Company. In expressing the intention to purchase or invest in the Mutual Fund Units of this Fund at any transaction, it is deemed that the Unitholders agree to be bound by the provisions as stated in the Binding Agreement duly signed by the Fund’s Custodian appointed by the Management Company.

Unitholders may request the Management Company to pay benefits or pay back the investment money at the amount not exceeding their proportionate holding of the Fund’s capital. In case where the Mutual Fund Units are divided into different share classes, the right to receive benefits or the investment amount of the Unitholders of each share class shall conform to the respective provisions of the Mutual Fund Units of that particular class.

14. Issuance and Delivery of Statement of Holding:

14.1 Format of the Confirmation Note Indicating the Right of Holding of Mutual Fund Units:

Statement of Holding

14.2 Conditions for the Issuance of the Statement of Holding and Schedule for Delivery

- (1) The Registrar shall record the name of the subscribers in the Unitholders' Register. In case that there are 2-4 unitholders jointly holding the Mutual Fund Units, the Registrar shall record the name of every unitholder as joint unitholders. In this connection, the first person whose name appears on the application for account opening shall be the one who holds the right of the unitholder or the bearer of the proceeds from redemption of Mutual Fund Units. However, if otherwise advised by the subscribers, the Management Company shall consider taking appropriate action at its discretion.
- (2) The Registrar shall issue a "Statement of Holding" to every unitholder following the completion of the initial offering (IPO) period of Mutual Fund Units and every time the selling and redemption transaction is completed in order to confirm the number of Mutual Fund Units held by each unitholder. The Registrar shall send the Statement of Holding together with the confirmation slip/payment receipt/tax invoice (if any) directly to the subscriber via registered mail or indirectly through the Subscription or Redemption Supporting Agents within 15 business days following the expiry of the IPO period or 5 business days following the trading day.
- (3) The Registrar and/or the Management Company shall treat the outstanding balance of the Mutual Fund Units appears on the Unitholders' Register and the latest Statement of Holding as the valid and up-to-date information.

In case there are errors in the Statement of Holding and/or the Report of Mutual Fund Units Holding, the Unitholder shall make an objection within 15 days from the date of receiving such statement.

- (4) The Registrar may issue a Mutual Fund Unit Certificate to the unitholder only upon request. Such Mutual Fund Unit Certificate is to be used as the collateral in seeking loans from financial institution or other special purposes. The issuance of the Mutual Fund Unit Certificate shall be the discretion of the Management Company with the following processes:
 - (4.1) The Unitholder obtains a Request Form for Issuance of Mutual Fund Unit Certificate form the Registrar and fills out with complete and accurate information.
 - (4.2) The Unitholder submits the request form along with the issuance fee to the Registrar.
 - (4.3) The Registrar shall arrange to issue the Mutual Fund Unit Certificate to the Unitholder as per request. In case that the Unitholder states the number of Mutual Fund Units under his ownership higher than the actual figure appears on the Unitholder Register, The Management Company shall deem that the Unitholder intend to issue the Mutual Fund Unit Certificate at the amount in accordance with the information recorded in the Unitholder Register.
 - (4.4) The Mutual Fund Unit Certificate issued by the Management Company shall incorporate the information specified in the SEC's notification which will indicate the name of the Unitholder, and shall be affixed with the signature of the authorized person of the Management Company and the company's seal of the Management Company or the signature of the Registrar and the seal produced by a

device or any methods in accordance with laws regarding the Securities and Exchange.

- (4.5) In case of redemption, the Unitholder who holds a Mutual Fund Unit Certificate shall submit the Certificate to the Registrar in order to transfer the Mutual Fund Units to the scripless system before making the redemption.
- (5) The Registrar shall issue and deliver the report of Mutual Fund Unit holding which is updated every 3 months to the Unitholders whose names appear on the Unitholder Register on the date of publishing such report.
- (6) The Management Company and the Registrar reserve the right to change the format of the statement indicating right in Mutual Fund Units from a Statement of Holding to a Fund Pass Book or other format upon approval of the Office of the SEC. In this connection, the Management Company shall announce the relevant details at the office of the Management Company and every contact of the Subscription or Redemption Supporting Agents 7 days prior to the change.

The Management Company shall issue the evidence indicating right in Mutual Fund Units to Unitholders for use as reference in dealing with the Management Company and other persons.

The Management Company shall issue the Certificate of Mutual Fund Units to Unitholders upon request.

15. Schedule, Method, and Restrictions Regarding Dividend Payment to Unitholders:

None

16. Method of Payment or In-kind Payment to Unitholders:

In case where there is a default or there is any evidence indicating that the issuer of the debt instrument or the claim debtor may be unable to repay the debt, the Management Company may accept debt settlement for the Fund by other assets, whether it is the collateral or not, in accordance with the SEC notification regarding criteria and procedures of the mutual fund management when the issuers of the debt instruments or the claim debtors default as follows:

- 16.1 In case that the Management Company has written off the value of the debt instrument or claim as having zero value
 - 16.1.1 When there is a recording of the value of the debt instrument or claim as having zero value, unitholders whose names are in the unitholders' register as of the date when the Management Company has written down the value of the debt instrument or a claim with zero value shall be entitled to the net proceeds income from the assets received for debt settlement.
 - 16.1.2 Upon acceptance of assets for debt settlement, the Management Company shall not include such assets and the net proceeds from such assets in the calculation of the net asset value of the Fund and shall dispose such assets as soon as possible for the interests of the Unitholders except in case the entitled Unitholders agree to accept the debt settlement with the assets in lieu of cash in accordance with rules and procedures set out by the Association of Investment Management Companies upon approval of the SEC.
 - 16.1.3 During the time that the assets have not been disposed, the Management Company may seek the interest from such assets. In case that any expenses are incurred in the management of such assets, the Management Company shall pay for such expenses from the reserve income or profit derived from the management of such assets.

Upon receipt of the proceeds from each asset disposal the Management Company shall distribute them equally to entitled unitholders within 45 days from the date after the date of receipt of the net proceeds and shall report details of the distribution to the SEC within 15 business days from the date after the date of distribution unless a waiver of the distribution date is granted by the SEC.

- 16.1.4 After writing down the value of the debt instrument or claim as zero, if the Fund receives cash repayment for such debt or claim, the Management Company shall proceed as set out in Clause 16.1.3 *mutatis mutandis*.
- 16.2 In case that the Management Company has not written off the value of such debt instrument or claim as having zero value

- 16.2.1 Prior to each acceptance for debt settlement with other assets other than the collateral, the Management Company shall obtain Unitholder's consent by a majority of votes representing the aggregate number of Mutual Fund Units in excess of one-half of all the Mutual Fund Units sold, or by the consent of the Fund's Custodian. The Fund's Custodian shall examine the situation and provide a reason that such settlement at the time is more favorable to the Unitholders' interests than holding of such debt instruments or claims.

In obtaining consent of the Unitholders or the Fund's Custodian under the preceding paragraph, the Management Company shall provide details of the assets to be acquired for debt settlement, the value of the assets, an estimate of the expense and the reason and necessity for such acceptance.

- 16.2.2 Upon acceptance of assets of debt settlement, the Management Company shall include such assets in the calculation of the net asset value of the Fund and shall determine the value of such assets for the purpose of calculation of the net asset value of the Fund pursuant to the rules and procedures of the Association of the Investment Management Companies which are approved by the SEC. The Management Company shall proceed as follows:

- (1) In case of the "investible" assets, the Management Company may hold them as the assets of the Fund;
- (2) In case of the "non-investible" assets, the Management Company shall dispose of them as soon as possible with regard to the interests of the Unitholders. During the period the Management Company is unable to dispose of the assets, the Management Company may seek interest from such assets.

In case that there are expenses incurred in the management of such assets, the Management Company shall pay for such expenses from the Fund's assets.

- 16.3 In case where there is any act indicating that the issuer of the debt instrument or the claim debtor may be unable to repay the debt, the Management Company may proceed to entitle unitholders whose names are in the unitholders' register as of the date when there is such an indication to receive net proceeds income from other assets received for debt settlement. In this connection, the Management Company shall not include such debt instrument or claim in the calculation of the net asset value of the Fund.

Additional Conditions:

In making each distribution of the net proceeds according to Clause 16.1.3, if the Management Company can justify that the net proceeds from the assets derived from the debt settlement are not commensurate with the distribution expense, the payment may be postponed until such time it is worth the expense. After disposal of all assets, if it appears that the net proceeds do not cover the distribution expense, the Management Company may include the net proceed in the calculation of the net asset value of the Fund.

17. Unitholders' Register, Transfer of Mutual Fund Units, and Restrictions Regarding Transfer of Mutual Fund Units:

The Management Company has the duties to prepare and maintain the Unitholders' Register in accordance with the regulations issued under Section 125 (5) of the Securities and Exchange Act, B.E. 2535.

It is assumed that the Unitholders' Register is accurate and complete. Besides, the payment of cash or other assets including the extension of rights to or the restriction of rights of the Unitholders whose names appear on the Unitholders' Register are deemed to be duly performed by the Management Company according to its authority and duties if such actions are undertaken in accordance with the provisions stated in the Binding Agreements or relevant laws.

The Management Company or the Fund's Registrar may refuse to register the transfer and pledge of the Mutual Fund Units in the following cases:

- (a) The transfer of Mutual Fund Units in the case that the holding of Mutual Fund Units exceeds the limit specified in the Notification of the Capital Market Supervisory Board regarding rules and restrictions on holding of Mutual Fund Units and duties of the Management Company.
- (b) The transfer of Mutual Fund Units in the case the Mutual Fund Units are offered to non-retail investors and the transfer of the Mutual Fund Units would result in Unitholders becoming non-institutional investors, major investors or high volume investors as specified in the Project, except for the case of a transfer due to inheritance.
- (c) The transfer or pledge of Mutual Fund Units in the case of a provident fund or a long term equity fund (LTF).

18. Restriction on Holding of Mutual Fund Units:

Any person or group of persons are not allowed to hold greater than one-third of the total Mutual Fund Units sold unless such holding falls under the waiver criteria stipulated in the Notifications of the Capital Market Supervisory Board regarding rules and restrictions on holding of Mutual Fund Units and duties of the Management Company.

19. Rules and Method of Obtaining Unitholders' Resolution:

For action that requires approval by obtaining Unitholders' resolution as prescribed in the Project or by law, if such action is duly pursued by the Management Company in accordance with the Unitholders' resolution, it is deemed that the action is approved by all Unitholders and is binding according to the resolution.

The Unitholders' resolution for pursuing any action which is in conflict with or violates the regulations prescribed by law is regarded as void.

In case of obtaining Unitholders' resolution for an amendment to the Binding Agreement on the issue having significant impact on the rights of the Unitholders, approval shall be passed by a majority of votes of Unitholders holding in aggregate more than one-half of the total number of Mutual Fund Units sold. However, in case that the Mutual Fund Units are divided into different classes, the Management Company shall proceed as follows:

- (1) In case of obtaining resolution for the issue having impact on the right of the Unitholders of every class, but with different degree of impact on each class, the resolution must be passed by a majority of votes of the Unitholders of each class that is impacted.
- (2) In case of obtaining resolution for the issue having impact on the right of the Unitholders under no circumstances, the resolution must be passed by a majority of votes of the Unitholders of each class that is impacted.

- (3) In case of obtaining resolution for the issue having impact on the right of the Unitholders of a specific class, the resolution must be passed by a majority of votes of the Unitholders of that specific class only.

20. Amendment to the Binding Agreement:

Any amendments to the Binding Agreement that are made in accordance with the procedures as prescribed in the Binding Agreement and contain the essence that is in compliance with and not in conflict with the Securities and Exchange Act, B.E. 2535 and the regulations issued thereunder are binding on the counterparties.

Any amendments to the Binding Agreement on the issues with significant impact on the rights of the Unitholders shall be approved by the Unitholders' resolution passed by a majority of votes. In this regard, the issues with significant impact on the rights of the Unitholders include the provisions relating to benefits and the pay-back of investment money to the Unitholders and other issues deemed by the Fund's Custodian as having significant impact of the Unitholders.

The following amendments to the Binding Agreement upon endorsement of the Fund's Custodian are binding without having to obtain Unitholders' resolution:

- (a) The amendment is made to ensure that the essence is in line with the amendment to the project which has been approved by the resolution of a majority of votes of Unitholders or the Office of the SEC; or
- (b) The Fund's Custodian is of the opinion that such amendment is considered appropriate, essential, or reasonable and does not have a significant impact on the rights of Unitholders.

Amendments to the Binding Agreement in any cases shall be made in writing, duly signed by authorized signatories of the Management Company and the Fund's Custodian with the company's seals affixed (if any).

The Management Company shall arrange to have the Binding Agreement available at the office and on the website of the Management Company for the Unitholders to review. It shall also send the amendment summary accompanying with the causes and necessity for the amendments to the Unitholders along with the Fund's annual report (applicable to mutual fund for retail investors only).

21. Settlement of Disputes through Arbitration Procedures:

- None -

22. Termination of the Fund:

22.1 Conditions for Fund Termination

1. When the number of Unitholders is less than 35 persons on any of the business day.
2. When the redemption of Mutual Fund Units on any business day accounts for more than two-thirds of the total number of Mutual Fund Units sold, except for the case of money market fund and fund of funds.
3. When the total redemption of Mutual Fund Units during 5 consecutive business days accounting for more than two-thirds of the total number of Mutual Fund Units sold, except for the case of money market fund and fund of funds.
4. Upon the Office of the SEC ordering the Management Company to dissolve the Fund in case where the Management Company has done any act or omitted to do any act which has caused damage to the Fund.
5. Upon the resolution passed by a majority of votes of Unitholders holding in aggregate more than one-half of the total number of Mutual Fund Units sold of the Fund.
6. In the event that the Management Company is unable to manage the Fund in accordance with the Investment Policy stipulated in the Project's Details, the Management Company reserves the right to dissolve the Fund in order to protect the interests of the Unitholders.
7. The Office of the SEC may revoke the approval for establishment and management of the Fund, should any of the following events arise:
 - (7.1) Any person or group of persons hold Mutual Fund Units of the Fund greater than one-third of the total Mutual Fund Units sold, except for the exemption as stipulated by the Notifications of the Office of the SEC.
 - (7.2) There is an evidence that the Management Company or any person or group of persons have endeavored to conceal or dissemble the real holding position of any person or any group of persons who actually hold in aggregate more than one-third of the Mutual Fund Units sold.
8. In case where there are reasonable suspicions that the establishment of a retail fund is actually for the benefits of a specific person or group of persons or is used as a mechanism for the management of assets or business of any specific group of persons, the Office of the SEC will notify the Management Company or related persons to make a clarification or provide supporting evidences on the matters. If the relevant parties fail to make such a clarification or fail to prove that the establishment of the retail fund is for the interests of the retail investors, the Office of the SEC will order the Management Company to make rectifications accordingly. In case that the Management Company fails to effect such rectifications, or cannot take any action to make the Fund a real retail fund, the Office of the SEC will revoke the approval for establishment and management of the Fund.
9. The Management Company reserves the right to terminate the Fund, by deeming that prior approval has been granted by Unitholders, in case of any of the following events:
 - (9.1) The Management Company is of the opinion that the investment situation overseas is inappropriate, such as highly volatile market situation, etc.
 - (9.2) There are changes in the rules and regulations related to the permitted amount for foreign investment, causing the Fund unable to invest in foreign countries according to its investment objective.

- (9.3) The Fund is unable to invest in the Master Fund, or unable to identify and/or invest in any other appropriate foreign mutual fund with corresponding or similar investment policy to that of the Mutual Fund Project.
- (9.4) The amount of funds mobilized during the IPO period is not sufficient for the Fund to make appropriate investments overseas.
- (9.5) There is reason to believe that the action is done for the interests of the Unitholders as a whole.

22.2 Arrangement of the Management Company upon Termination of the Mutual Fund Project

Unless otherwise permitted, notified, or ordered by the Office of the SEC, the Management Company shall proceed to dissolve the Fund as follows:

22.2.1 In Case that the Termination Schedule is Known by the Management Company in Advance

If the termination schedule is known by the Management Company in advance, the Management Company shall proceed as follows:

- (1) Inform in writing the Unitholders whose names are in the Register of Unitholders by registered mail or inform the general public of such event through other means such as publishing the announcement in a local newspaper, etc., no less than 5 business days before the termination date.
- (2) Inform the Fund's Custodian and the Office of the SEC in writing no less than 5 business days before the termination date.
- (3) Dispose the securities or assets of the Fund for collection as cash, current account deposits, savings account deposits, and promissory notes due on demand prior to the termination date.

22.2.2 In case that the Termination Schedule is Not Known by the Management Company in Advance

If the termination schedule is not known by the Management Company in advance, the Management Company shall proceed as follows:

- (1) Halt to accept purchasing and redemption orders from the business day of the occurrence of the events according to 22.1.
- (2) Inform the Unitholders whose names are in the Register of Unitholders in writing by registered mail as well as inform the Office of the SEC in writing within 3 business days from the business day of the occurrence of the events according to 22.1.
- (3) Dispose the remaining securities or assets of the Fund within 5 business days from the business day of the occurrence of the events according to 22.1 in an attempt to raise the maximum sum of cash to pay the redemption proceeds to the Unitholders automatically.
- (4) Pay the redemption proceeds in proportion to cash raised from (3) to the Unitholders within 10 business days following the business day of the occurrence of the events according to 22.1. The Fund is deemed as being dissolved after the redemption payment has been completed.

Following the actions in accordance with (1) to (4), if there are remaining securities or assets in the Fund from procedure (3), the Management Company shall proceed to comply with the regulations, conditions and procedures of the Office of the SEC regarding liquidation of mutual funds.

22.2.3 Liquidation of the Fund and Methods of Distributing Money to Unitholders upon Fund Dissolution

Upon dissolution of the Fund, the Management Company shall proceed as follows, unless the SEC or the Office of the SEC otherwise modifies or amends the related notifications, makes an order, approves, and/or grants a permission.

- (1) Arrange for the liquidation of the Fund by appointing a liquidator approved by the Office of the SEC to realize and collect the Fund's assets, carry out the accounting tasks, dispose of the Fund's assets, pay the Fund's debts and expenses and do whatever necessary to accommodate the liquidation of the Fund in accordance with the rules, conditions and procedures stipulated by the SEC for the liquidation of mutual fund.
- (2) After paying all the expenses, fees, encumbered charges, liquidator's remunerations and all liabilities of the Fund, the liquidator shall distribute the remaining cashes to Unitholders in accordance with the remaining net asset value and the holding of Mutual Fund Units as recorded in the Register of Unitholders on the date of dissolution of the Fund.
- (3) In case that the Fund's creditors do not file a claim with the liquidator, or the Unitholders do not show up to receive the distributed cash or assets or do not cash the cheque paid by the Fund from the distribution of assets; the liquidator shall place the unclaimed debts and cheque payment or other remaining property (after deducting any related cost but inclusive of deposit charges) with the Deposit of Property Office in accordance with the law, regulations and rule regarding deposit of property. The liquidator shall subsequently inform the creditors and Unitholders, whose name appear on the Register of Unitholders or other documents of the Fund, of such deposit in writing via registered mail or other methods with evidence of receipt acknowledgement. The liquidator shall also perform any other necessary acts to empower the Office of the SEC to withdraw the cash or property, which are regard as accrued assets of the Fund, placed with the Deposit Office in case that the creditors or Unitholders of the Fund do not make any claims against such property within 10 years following the date of receipt of the notification about the deposit of property.
- (4) The liquidator shall complete the liquidation process within 90 days from the date next to the date of fund dissolution. After the liquidation has been completed, the liquidator shall register the dissolution of the Fund with the Office of the SEC and file a report on the liquidation results using the form specified by the the Office of the SEC within 30 days from the date next to date on which the liquidation is completed. However, and shall subsequently transfer to the Office of the SEC any remaining assets of the Fund which will become the property of the Office of the SEC after the dissolution of the Fund.

23. Liquidation upon Termination of the Fund:

Following termination of the Project, if there remain securities or other assets after the Management Company has undertaken the actions in compliance with the notifications of the SEC regarding rules, conditions, and procedures for the liquidation of mutual funds and shall arrange to appoint a liquidator approved by the Office of the SEC to act as the liquidator of the Fund. The liquidator shall pursue the disposal of the Fund's assets, pay the Fund's debts and expenses and distribute the remaining cash to the Unitholders in accordance with the remaining net asset value and the holding of Mutual Fund Units as recorded in the Register of Unitholders on the date of dissolution of the Fund. The aforementioned procedures shall be in accordance with the rules, conditions and procedures stipulated by the SEC.

Expenses and remuneration incurred in the liquidation of the Fund shall be deducted from the Fund's assets. After the liquidation has been completed, the liquidator shall register the dissolution of the Fund with the Office of the SEC, and shall subsequently transfer to the Office of the SEC any remaining assets of the Fund which will become the property of the Office of the SEC after the dissolution of the Fund.