

DATED 29 December 2025

**BANK OF COMMUNICATIONS TRUSTEE LIMITED**

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**DEED OF VARIATION**

**in relation to the**

**BCOM JOYFUL RETIREMENT MPF SCHEME**

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**THIS DEED OF VARIATION** is made the 29<sup>th</sup> day of December 2025

**BY:**

**BANK OF COMMUNICATIONS TRUSTEE LIMITED ("Approved Trustee")** a company established in Hong Kong with registered office situated at 1st Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong.

**WHEREAS:-**

- (A) By a Master Trust Deed dated 26th January 2000 (as amended by the Deeds of Variation dated 17th January 2001, 14th August 2002, 8th November 2002, 13th February 2003, an Amending Deed dated 30th November 2005, a Deed of Variation dated 25th October 2006, a Second Amending Deed dated 15th October 2007, the Deeds of Variation dated 30th September 2009, 6th August 2010, 11th October 2012, 1st August 2013, 31st October 2015, 8th December 2016, 1st April 2019, 17th March 2020 and 16th December 2022, and an Amended and Restated Master Trust Deed dated 3 September 2024) (collectively the "**Trust Deed**"), the Approved Trustee established a master trust scheme known as The BCOM Joyful Retirement MPF Scheme (the "**Scheme**") for the purpose of providing benefits subject to the terms and conditions herein on retirement, death, total incapacity or other circumstances as provided herein, to employees of such employers, relevant employees and self-employed persons as the case may be as they may agree to participate in the Scheme from time to time.
- (B) The Approved Trustee is the present trustee of the Scheme.
- (C) Clause 47 provides that the Approved Trustee may at any time and from time to time by deed amend, delete from and add to any provision of Trust Deed and the Governing Rules scheduled thereto, subject to the limitations therein contained.
- (D) In exercise of its powers under Clause 47 of the Trust Deed, the Approved Trustee wishes to amend the Trust Deed in the manner as set out in this deed of variation (the "**Deed**") with effect from 31 December 2025 (the "**Effective Date**").

**NOW THIS DEED WITNESSETH** as follows:-

**1. Terms and Expressions**

- (a) Terms and expressions defined in the Trust Deed shall have the same meaning in this Deed unless the context requires otherwise.
- (b) In this Deed, the term "amend" shall be construed as meaning "amend or add to" as the context may require. Derivative expressions shall be construed accordingly.

**2. Amendments**

In exercise of its powers under Clause 47 of the Trust Deed, the Approved Trustee wishes to amend the Trust Deed in the following manner:

- (a) Clause 1.1 of the Trust Deed shall be amended by:
  - (1) the replacement of the definition of "Business Day" with the following definition:

""**Business Day**" means a day or part of a day, other than a Saturday or Sunday or Hong Kong public holiday, which is either:

    - (i) a day or part of a day on which banks are open for business in Hong Kong; or
    - (ii) for the sole purpose of describing a day or part of a day which, despite Severe Weather:

- (A) the Stock Exchange of Hong Kong Limited is open for the business of dealing in securities; and
- (B) the following processes, namely, (1) fund switching instructions and change of investment instructions via electronic means; (2) de-risking of Default Investment Strategy; and (3) fund valuation, will continue to be able to be processed by the Approved Trustee or the eMPF Platform

on that day or part of that day, the Severe Weather Trading Day."

- (2) the replacement of the definition of "eMPF Platform" with the following definition:

""**eMPF Platform**" means an electronic MPF system administered and operated by the Platform Company."
- (3) the addition of the following definition after the definition of "self-employed member":

""**Severe Weather**" means Typhoon Signal No. 8 or above, or Black Rainstorm Warning is issued by the Hong Kong Observatory or "Extreme Conditions" are announced by the Hong Kong Government."
- (4) the addition of the following definition after the definition of "Severe Weather":

""**Severe Weather Trading Day**" means a day or part of a day from Monday to Friday, except a Hong Kong public holiday, that meets the criteria set out in (ii) of the definition of "Business Day"."
- (b) Clause 11.2(b)(xii) of the Trust Deed shall be replaced in its entirety with the following:

"(xii) the cost of publicising, or issuing notifications, with respect to Unit prices or rate of returns;"
- (c) Clause 21.1(d) of the Trust Deed shall be replaced in its entirety with the following:

"(d) Pricing Errors  
Any pricing error will be handled in accordance with paragraphs B1.16, B1.16A and B1.16B of the Code on MPF Investment Funds."
- (d) Clause 21.7(b) of the Trust Deed shall be replaced in its entirety with the following:

"[Deleted]"
- (e) Clause 21.7(c) of the Trust Deed shall be replaced in its entirety with the following:

"[Deleted]"
- (f) Clause 21.7(h) of the Trust Deed shall be replaced in its entirety with the following:

"The Investment Manager shall, as soon as may be practicable after the commencement of a suspension, cause a notice to be given to the Employer and Members whose applications to subscribe for or redeem Units of unitized Constituent Fund or to make payment in or withdrawal of non-unitized Constituent Fund shall have been affected by such suspension and shall place a notice at least once a month in an appropriate manner with reference to the means of dissemination contemplated under Clause 21.8 stating that such suspension is in effect and the reason therefor. At the end of any period of suspension the Approved Trustee

shall cause notice of the termination of suspension to be placed in such appropriate manner as contemplated in B1.24 of the Code on MPF Investment Funds."

- (g) Clause 21.8 of the Trust Deed shall be replaced in its entirety with the following:

**"PUBLICATION OF PRICE**

The latest available Offer and Redemption prices or Net Asset Value per unit of unitized Constituent Funds must be made public free of charge on every dealing day in such manner as contemplated in B1.24 of the Code on MPF Investment Funds."

- (h) All references to "sponsor" in Clause 28.1A of the Trust Deed shall be replaced by "MPF scheme provider (or for the purposes of section 34DD of the Ordinance, the "MPF scheme provider" means the "sponsor" referred to in that section)".

- (i) Clause 31 of the Trust Deed shall be replaced in its entirety with the following:

**"SEVERANCE PAYMENTS AND LONG SERVICE PAYMENTS TO BE PAID FROM ACCRUED BENEFITS**

Accrued benefits attributable to contributions paid by an Employer held in the Scheme in respect of an Employee Member may be applied to reduce the Employer's liability to pay a severance payment or long service payment in accordance with the Employment Ordinance (Cap. 57) and section 12A of the Ordinance in such manner as the law may prescribe.

Generally, benefits attributable to the Employer's ORSO transfers (if applicable) will first be applied to offset the Employer's liability to pay the statutory long service or severance pay, followed by Employer's voluntary contributions (if applicable), and benefits attributable to the Employer's mandatory contributions (with respect to the long service payment or severance payment attributable to the Employee Member's period of service before 1 May 2025) will be the last to be applied to effect the offset. However, should the Employer with different types of benefits attributable to its own contributions wish to apply a different sequence of offsetting, the Employer may make such application through the eMPF Platform."

**3. Governing law**

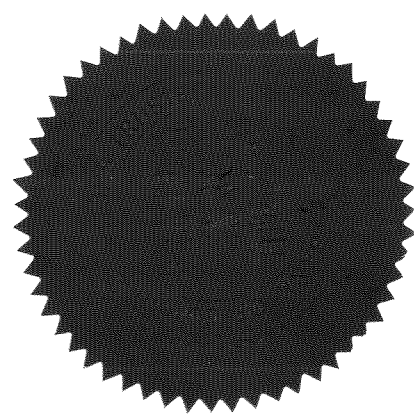
This Deed shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

**IN WITNESS WHEREOF** Bank of Communications Trustee Limited has caused its common seal to be affixed with the authority of its Board of Directors the day, month and year first above written.

The Common Seal of  
**BANK OF COMMUNICATIONS  
TRUSTEE LIMITED**  
was hereunto affixed  
in the presence of:-

)  
)  
)  
)  
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*[Handwritten signature]*  
*[Handwritten signature]*



**Dated 3 September 2024**

**BANK OF COMMUNICATIONS TRUSTEE LIMITED**

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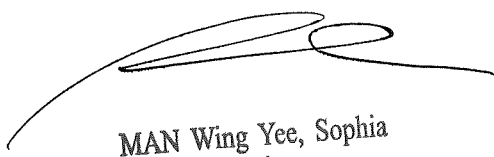
**AMENDED AND RESTATED MASTER TRUST DEED**

**in relation to the**

**BCOM JOYFUL RETIREMENT MPF SCHEME**

I, the undersigned, do hereby certify that  
this foregoing document is a true and  
complete copy of the original.

Dated 27 Aug 2024



**MAN Wing Yee, Sophia**  
**Solicitor**  
**Baker & McKenzie**  
**Hong Kong SAR**

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**THIS AMENDED AND RESTATED MASTER TRUST DEED** is made the 3rd day of September 2024

**BY:**

**BANK OF COMMUNICATIONS TRUSTEE LIMITED** (“Approved Trustee”) a company established in Hong Kong with registered office situated at 1st Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong.

**WHEREAS:-**

- (A) By a Master Trust Deed dated 26th January 2000 (as amended by the Deeds of Variation dated 17th January 2001, 14th August 2002, 8th November 2002, 13th February 2003, an Amending Deed dated 30th November 2005, a Deed of Variation dated 25th October 2006, a Second Amending Deed dated 15th October 2007, the Deeds of Variation dated 30th September 2009, 6th August 2010, 11th October 2012, 1st August 2013, 31st October 2015, 8th December 2016, 1st April 2019, 17th March 2020 and 16th December 2022 ) (collectively the “**Original Trust Deed**”) the Approved Trustee established a master trust scheme known as “The BCOM Joyful Retirement MPF Scheme” (the “**Scheme**”) for the purpose of providing benefits subject to the terms and conditions herein on retirement, death, total incapacity or other circumstances as provided herein, to employees of such employers, relevant employees and self-employed persons as the case may be as they may agree to participate in the Scheme from time to time.
- (B) The Approved Trustee is the present trustee of the Scheme.
- (C) Clause 47 provides that the Approved Trustee may at any time and from time to time by deed amend, delete from and add to any provision of Trust Deed and the Governing Rules scheduled thereto, subject to the limitations therein contained.
- (D) In exercise of its power under Clause 47 of the Original Trust Deed, the Approved Trustee wishes to amend the Trust Deed by replacing the Original Trust Deed in its entirety with this amended and restated master trust deed (the “**Deed**”) with effect from 3 September 2024 (the “**Effective Date**”).

**NOW THIS DEED WITNESSETH** as follows:-

## **PART I**

This Deed shall supersede and replace the Original Trust Deed with effect from the Effective Date .

## PART II

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed including the Recital hereto, unless the context otherwise requires the following words have the following meaning:-

**“Accounting Date”** means the last calendar day of the financial period which shall be 31st December in each year commencing on the date hereof or such other date as decided by the Approved Trustee from time to time, subject to the prior approval of the Authority and provided that, the Members, Employers and service providers are all given one month prior written notice (or such shorter notice as the Authority may agree from time to time);

**“Account Holder”** has the same meaning as “account holder” under section 50A of the Inland Revenue Ordinance (Cap. 112 of the laws of Hong Kong) or, where applicable, its equivalent meaning in AEOI of other overseas jurisdiction(s).

**“accrued benefits”** has the same meaning as in the Ordinance;

**“Accumulation”** in relation to a Member Fund Account, means all sums of Contributions, plus investment returns less any costs and expense referred to in clause 11 and any amount payable therefrom. For avoidance of doubt, Contributions due and unpaid shall not be credited to the Member Fund Account. Accumulation when used in respect of more than one Member, means the aggregate of the same;

**“AEOI”** means the applicable laws and regulations, whether in Hong Kong or other jurisdictions, concerning automatic exchange of financial account information, as implemented from time to time including any future laws and regulations.

**“Application of Participation”** means the enrolment instructions for the purpose of applying to be an Employer or Member (as the case may be) of the Scheme.

**“annual Fee”** means a fee charged by the Approved Trustee on an annual basis and payable by the Employers and/or Members;

**“APIF” (“Approved Pooled Investment Fund”)** shall have the meaning as defined in the Regulation;

**“associate”** should have the same meaning as used in the Schedule 8 of the Ordinance;

**“Authority”** means the Mandatory Provident Fund Schemes Authority established under the Mandatory Provident Fund Schemes Ordinance;

**“BCOM Age 65 Plus Fund”** means a Constituent Fund meeting the requirements from time to time prescribed under section 2(a) of Part 2 of Schedule 10 to the Ordinance.

**“BCOM Core Accumulation Fund”** means a Constituent Fund meeting the requirements from time to time prescribed under section 2(b) of Part 2 of Schedule 10 to the Ordinance.

**“Business Day”** means a day, other than (i) a Saturday, (ii) a public holiday, or (iii) a gale warning day or black rainstorm warning day as defined under section 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong) on which banks are open for normal banking business provided that where, as a result of a number 8 typhoon signal or higher or a black rainstorm warning or other similar event, the period during which banks in Hong Kong are open for normal banking business on any day is reduced, such day shall not be a Business Day;

**“casual employee”** has the same meaning as in the Ordinance;

**“Commencement Date”** means the date of commencement of Contributions to the Scheme as specified under the Ordinance;

**“Connected person”** has the same meaning as in the Code on Unit Trusts and Mutual Funds issued by the Securities and Futures Commission;

**“Constituent Fund”** has the same meaning as in the Regulation;

**“Contributions”** means:

- (i) contributions to the Scheme made by an Employer, self-employed person, Employee Member, Individual Relevant Employee Member, Personal Account Member, the TVC Account Member or the Authority, in accordance with the Governing Rules, and
- (ii) any sums received from the trustees or other administrators of any other registered scheme under the Ordinance or ORSO Ordinance;

**“Contribution Account”** has the same meaning as in the Regulation;

**“Controlling Person”** has the same meaning as “controlling person” under section 50A of the Inland Revenue Ordinance (Cap. 112 of the laws of Hong Kong) or, where applicable, its equivalent meaning in AEOI of other overseas jurisdiction(s).

**“Custodian”** means the Approved Trustee or such person, company or companies appointed by the Approved Trustee from time to time exercising the functions of a Custodian of the Scheme pursuant to the provisions herein;

**“Custodian Fee”** means the fee (if any) payable to the Custodian pursuant to a custodian agreement entered into between the Approved Trustee and the Custodian;

**“Default Investment Strategy”** means the default investment strategy that complies with Part 2 of Schedule 10 to the Ordinance.

**“Default Investment Arrangement”** has the same meaning as prescribed in section 34DF of the Ordinance.

“**DIS Funds**” mean the BCOM Age 65 Plus Fund and the BCOM Core Accumulation Fund, and “**DIS Fund**” means either of them.

“**DIS Launch Date**” means 1 April 2017.

“**DIS Section**” means the section “**MPF Default Investment Strategy**” in the Offering Documents.

“**eMPF Platform**” means an electronic MPF system administered and operated by Platform Company to provide scheme administration services to facilitate the Approved Trustee in performing its scheme administration functions, although the eMPF Platform and the Platform Company are not service providers of the Approved Trustee or assume the role of trustee or sponsor of the Scheme;

“**Employee**” means an employee of the Employer and such other employee or class of employees as the Approved Trustee may from time to time at its discretion determine;

“**Employee Member**” means an Employee who has applied to become a Member in such manner as the Approved Trust may reasonably require;

“**Employer**” means a person who is an employer from time to time participating in the Scheme;

“**financial period**” means (a) the first financial period which is the period beginning with the date on which the Scheme was registered with the Authority and ending on a date determined by the Approved Trustee. The date so determined must be a date not more than 12 months from the date of registration of the Scheme or such later date as the Approved Trustee, with prior approval of the Authority so determines; and (b) every subsequent financial period which is to be the period ending on each anniversary of the last date of the first financial period determined by the Approved Trustee;

“**Governing Rules**” or “**Rules**” means the rules of the Scheme contained in the Schedule of this Deed and forming part of this Deed as may be amended or supplemented from time to time;

“**guarantee charge**” refers to an amount that is deducted out of the assets of BCOM Guaranteed (CF) Fund for the purpose of providing a guarantee. This fee is usually charged as a percentage of the net asset value of BCOM Guaranteed (CF) Fund;

“**index-tracking collective investment scheme**” has the same meaning as in the Regulation;

“**Individual Relevant Employee**” means a relevant employee or self-employed person as defined in the Ordinance other than an Employee Member or self-employed member;

“**Individual Relevant Employee Member**” means any Individual Relevant Employee who has joined the Scheme in such manner as the Approved Trustee may reasonably require;

**“Individual RE’s VC”** means in respect of an Individual Relevant Employee Member, any Voluntary Contributions the Individual Relevant Employee Member makes to the Scheme;

**“Investment Management Fee”** means the fee payable to the Investment Manager pursuant to an investment management agreement entered into between the Approved Trustee and the Investment Manager;

**“Investment Manager”** means such person, company or companies appointed by the Approved Trustee exercising the functions of an Investment Manager of any part of the assets of the Scheme from time to time pursuant to the provisions herein;

**“joining fee”** means a one-off fee charged by the Approved Trustee and payable by the Employers and/or Members upon joining the Scheme;

**“Mandatory Contribution”** has the same meaning as in the Ordinance;

**“Member”** means a person admitted to and continuing in membership of the Scheme in accordance with the Governing Rules including the Employee Member, Individual Relevant Employee Member, self-employed member, Personal Account Member and the TVC Account Member, and includes any person participating in the Scheme in one or more of the above capacities;

**“Member Account”** means the account or accounts maintained in the books of the Approved Trustee in respect of a Member to which are credited all Contributions held in respect of that Member including the Contribution Account, the Personal Account and the TVC Account;

**“Member Choice Balance”** means, in respect of a Member and at any date:

- (i) any accrued benefits attributable to the Member under the Scheme which relate to the Member's own Mandatory Contributions that are attributable to the Member's current employment with an Employer, and
- (ii) any accrued benefits attributable to the Member under the Scheme which relate to the Mandatory Contributions made by or in respect of the Member that are attributable to the Member's former employment or former self-employment;

**“Member Fund Account”** means an account of the Member kept by the Approved Trustee on his behalf in respect of each Constituent Fund;

**“minimum MPF benefits”** has the same meaning as in the applicable provisions of the Mandatory Provident Fund Schemes (Exemption) Regulation (Cap. 485 sub. leg.);

**“Net Asset Value”** means the value of the assets of a Constituent Fund after deduction of liabilities (excluding any Employer or Members’ accrued benefits) on each Valuation Date, the calculation of which is set out in Clause 21.6 herein;

**“Notice of Redemption”** means an instruction for redemption of Units of any Constituent Fund pursuant to clause 21.3;

**“Notice of Withdrawal”** means an instruction for withdrawal pursuant to clause 21.5(b);

**“Notice of Switching”** means an instruction for switching meeting the requirements for a specific investment instruction as specified in the Offering documents (which may be in an electronic form) pursuant to clause 24.1;

**“Offer Price”** in relation to a Unit, means the value of the Unit calculated in accordance with clause 21.2 herein;

**“Offering Documents”** means the principal brochure and the key scheme information document of the Scheme, as amended from time to time.

**“Ordinance”** means the Mandatory Provident Fund Schemes Ordinance (Cap.485) as amended from time to time;

**“ORSO exempted scheme”** has the same meaning as in section 2(1) of the Mandatory Provident Fund Schemes (Exemption) Regulation (Cap. 485 sub. leg.);

**“ORSO Ordinance”** means the Occupational Retirement Schemes Ordinance (Cap.426) as amended from time to time;

**“ORSO registered scheme”** has the same meaning as in section 2(1) of the Mandatory Provident Fund Schemes (Exemption) Regulation (Cap. 485 sub. leg.);

**“out-of-pocket expenses”** has the same meaning as in section 34DA of the Ordinance.

**“payment period”** means the period specified in a notice under section 136(1)(a) of the Regulation;

**“permanent departure”** have the same meaning as in the Regulation;

**“Personal Account”** has the same meaning as in section 2 of the Regulation;

**“Personal Account holder”** means a person with a Personal Account held with another registered scheme;

**“Personal Account Member”** means a Member with a Personal Account held in the Scheme;

**“Platform Company”** means eMPF Platform Company Limited;

**“practicable”** means reasonably practicable;

**“prescribed percentage”** is 5 percent or, if such other percentage is prescribed by sections 7A(5) or 7C of the Ordinance, that other percentage;

**“Redemption Date”** means in relation to any Unit the date on which a redemption is to take effect;

**“Redemption Price”** means the price of a Unit of a Constituent Fund upon redemption on any Valuation Date calculated in accordance with clause 21.4 herein;

**“registered scheme”** has the same meaning as in the Ordinance;

**“Regulation”** means the Mandatory Provident Fund Schemes (General) Regulation and any amendments made thereto from time to time;

**“relevant income”** has the same meaning as defined in section 2 of the Ordinance;

**“Reportable Information”** means, in respect of any person or entity considered to be an Account Holder or Controlling Person, information (including but not limited to its/his/her name, address, date of birth, place of birth/incorporation, jurisdiction(s) of tax residence, tax identification number(s) in the relevant jurisdiction(s)) and account information (including but not limited to its/his/her account balance, income, and payments to the account holders).

**“retirement age”** has the same meaning as the words “retirement age” in the Ordinance;

**“self-employed person”** means a “self-employed person” as defined in the Ordinance;

**“self-employed member”** means any self-employed person who has joined the Scheme in such manner as the Approved Trustee may reasonably require;

**“substantial financial institution”** has the same meaning as the words “substantial financial institution” in the Regulation;

**“SFC”** means the Securities and Futures Commission;

**“Special Contribution”** means a Contribution paid by the Authority to the Scheme in accordance with the Ordinance;

**“Tax Authority”** means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function.

**“terminal illness”** have the same meaning as in the Regulation;

**“total incapacity”** has the same meaning as in the Ordinance;

**“Trustee Fee”** means the fee payable to the Approved Trustee referred to in clause 9 hereof;

**“TVC”** means the tax deductible voluntary contributions as defined in section 2(1) of the Ordinance;

**“TVC Account”** means an account opened under section 11A(1) of the Ordinance;

**“TVC Account Applicant”** means a person referred to under section 11A(1) of the Ordinance;

**“TVC Account Member”** has its meaning given in Clause 29A.1;

**“TVC Balance”** means in respect of a TVC Account Member and at any date the value (determined by the Approved Trustee by reference to the Unit Price applicable to the appropriate Constituent Fund or Constituent Funds) on that date of the balance held in the TVC Account;

**“Unit”** means one equal undivided part or share of and in the unitized Constituent Fund including as the context may require, a fraction of a Unit;

**“Unit Price”** means the value of a Unit as determined on a Valuation Date in accordance with clause 21.1 hereof;

**“Valuation Date”** in respect of each Constituent Fund shall be every Business Day and may be subject to change from time to time by the Approved Trustee by giving one month notice in writing to Employers and Members (or such shorter or longer notice period as the MPFA may require).

**“Voluntary Contribution”** means a Contribution paid to the Scheme in accordance with Rule 6A of the Governing Rules and shall include any Individual RE’s VC;

**“withdrawal charge”** means a fee charged by the Approved Trustee upon withdrawal of accrued benefits from the Scheme. This fee is usually charged as a percentage of the withdrawal amount and will be deducted from the withdrawal amount. This charge does not apply to BCOM MPF Conservative Fund;

**“working day”** has the same meaning as in the Ordinance.

1.2 Unless otherwise specified herein, words used shall have the same meaning as that used under the Ordinance.

1.3 In this Deed, unless the contrary intention appears:

- (a) a reference to this Deed, its Schedule or another instrument includes any amendments, replacement or supplements of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them;
- (c) the singular includes the plural and vice versa; reference to one gender shall include the other gender;
- (d) the word “person” includes a firm, a body corporate, an unincorporated association or an authority;

- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including any persons taking by novation) and assigns;
  - (f) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
  - (g) Headings are intended for convenience and do not affect the interpretation of this Deed;
  - (h) The attached Schedule, the Application of Participation and any other instrument from time to time attach hereto shall form part of this Deed;
  - (i) Any terms not defined in this Deed shall have the same meanings prescribed to them in the Ordinance or the Regulation;
- 1.4 In the event that there is any conflict between this Deed and the Ordinance and regulations, the Deed shall be interpreted according to the Ordinance and regulations.

## **2. ESTABLISHMENT OF THE SCHEME**

- 2.1 The Approved Trustee hereby establishes a master trust scheme upon the trusts set out in this Deed and in the Governing Rules for the purpose of providing benefits on retirement, death, total incapacity or other circumstances provided herein for Members who participate in the Scheme either as an Employee Member, Individual Relevant Employee Member, self-employed member, TVC Account Member or Personal Account Member.
- 2.2 The Scheme shall be known as the "BCOM JOYFUL RETIREMENT MPF SCHEME" (hereinafter referred to as the "Scheme").
- 2.3 The Scheme shall be constituted out of all Contributions made to the Scheme and all accretions thereto and the Approved Trustee hereby declares that it shall stand possessed of the Contributions in the form of Scheme assets upon trust to retain, invest and deal with the same in accordance with these presents.
- 2.4 This Deed shall have effect from the date hereof and the Scheme shall be deemed to have commenced on the Commencement Date.
- 2.5 Pursuant to section 47B of the Ordinance, the rules of law relating to perpetuities do not apply to the trusts relating to the Scheme or to the Approved Trustee.

### **3. APPROVAL OF AUTHORITY**

The Approved Trustee shall use its best endeavours to ensure that the Scheme receives continual approval from the Authority by undertaking to the Authority, in the form of a deed or by a document of like effect acceptable to the Authority, that the Approved Trustee will ensure that, as far as reasonably practicable, the relevant requirements and standards prescribed in the Ordinance and Regulation including Part IV of the Regulation will be complied with in relation to the Scheme.

### **4. DEED BINDING ON ALL PARTICIPANTS**

Each Employer, Employee Member, Individual Relevant Employee Member, self-employed member, TVC Account Applicant and Personal Account holder shall by signing the appropriate Application of Participation or otherwise joining in the Scheme, covenant with the Approved Trustee:-

- (a) to pay to the Scheme the Contributions and other sums of money now or hereafter due to be paid under the Ordinance and/or this Deed;
- (b) to comply with the provisions of the Ordinance including its subsidiary legislations and/or this Deed including the Governing Rules.

### **5. COVENANTS OF THE APPROVED TRUSTEE**

5.1.1 The Approved Trustee hereby covenants:

- (a) to hold the Scheme assets upon trust and to cause to invest the Scheme assets in accordance with these presents;
- (b) to administer or cause to administer the Scheme in accordance with these presents;
- (c) to pay out of the Scheme assets, the accrued benefits that are derived from Mandatory Contribution, Voluntary Contribution, Special Contribution (if any) and TVC (if any), in accordance with the Governing Rules; and
- (d) to comply with the provisions of these presents and the Ordinance including its subsidiary legislations regulations and to exercise its powers and duties with reasonable care in order not to prejudice the Authority's approval of the Scheme or of the Approved Trustee.

### **6. APPLICATION OF THE GOVERNING RULES**

The Governing Rules are, in relation to each Employer and Member, set out in the Schedule which may be subject to any variations, modifications and amendments from time to time as hereinafter provided.

## **7. APPOINTMENT AND REMOVAL OF AUDITOR**

- 7.1 The Approved Trustee shall appoint at least 1 person as an auditor of the Scheme in accordance with Part VIII of the Regulation
- 7.2 The Approved Trustee shall appoint a qualified person to be an auditor of the Schemes if the person is: -
- (a) an accounting practice unit; or
  - (b) recognized by the Authority as having a qualification in accounting equivalent to that of a certified public accountant, or a public accountant, as defined by section 2 of the Professional Accountants Ordinance (Cap.50).
- 7.3 The person or persons so appointed shall be independent of the Approved Trustee, any Investment Manager or Custodian.
- 7.4
- (a) An auditor of the Scheme may be removed from office according to sections 98 and 99 of the Regulation.
  - (b) If the Scheme is being wound up, the auditor of the Scheme ceases to hold office on the commencement of the winding up.

## **8. APPOINTMENT OF CUSTODIAN**

### **8.1 THE APPROVED TRUSTEE MUST:-**

- (a) if the Approved Trustee considers necessary, appoint a custodian to administer the Scheme's assets in accordance with the appropriate provisions of Part VI of the Regulation,
  - (b) ensure that any delegation of the functions of a custodian is in accordance with the appropriate provisions of Part VI of the Regulation,
  - (c) comply with the appropriate provisions of Part VI of the Regulation if the Approved Trustee also acts as a custodian or temporary custodian of the Scheme assets,
  - (d) ensure that any sub-custodial agreement entered into between the Custodian of the Scheme and another person complies with the appropriate provisions of Part VI of the Regulation.
- 8.2 Subject to the applicable provisions of the Regulation, cash forming part of the Scheme may be placed on deposit with any bank or other financial institution being an authorized institution under the Banking Ordinance of the laws of Hong Kong or an eligible overseas bank as defined in the applicable provisions of the Regulation.
- 8.3 Subject as provided in this clause, all registrable assets comprised in the Scheme assets shall be registered in the name of or to the order of the Approved Trustee as soon as reasonably practicable and all securities and other assets forming part of the

Scheme assets shall be dealt with as the Approved Trustee may think proper for the purpose of providing for the safekeeping thereof. The Approved Trustee shall be entitled for the purpose hereof to procure any securities that may be delivered to and retained and/or registered in the name of:-

- (a) the Approved Trustee (where eligible under the Regulation); or
- (b) any Custodian, or sub-custodian appointed pursuant to the provisions of this clause; or
- (c) any other central depository or clearing system.

## **9. THE APPROVED TRUSTEE AND ADMINISTRATIVE EXPENSES**

- 9.1 The Approved Trustee shall be entitled to a Trustee Fee for its own absolute use and benefit at such rate per annum on a pro-rata basis if less than 12 calendar months but not exceeding a maximum rate per annum of the Net Asset Value of the respective Constituent Funds as referred to in clause 21.6. The Approved Trustee shall be entitled to deduct the Trustee Fee due hereunder by direct payment out of the assets of the relevant Constituent Fund. The Approved Trustee shall also be entitled to deduct from the relevant Constituent Fund other types of fees, charges and expenses as set out in the Offering Documents. The Approved Trustee has the right to waive part or all of these fees, charges and expenses in respect of such Employee Member, Individual Relevant Employee Member, self-employed member, TVC Account Member or Personal Account Member as the Approved Trustee deems fit. In respect of any increase in any fees, charges and expenses from the current level up to the maximum level as stated in the Offering Documents, at least three months prior written notice (or such shorter notice as the Mandatory Provident Fund Schemes Authority and the Securities and Futures Commission may agree) to all Employers, Employee Members, Individual Relevant Employee Members, self-employed members, TVC Account Members and Personal Account Members must be given.
- 9.2 Subject to the applicable legislative requirements in relation to the BCOM MPF Conservative Fund, the administrative expenses shall be calculated on each Valuation Date at the applicable rate of the respective Constituent Fund. The aggregate sum of the administrative expenses shall be paid out of the assets of the relevant Member Fund Account over such period and at such time as the Approved Trustee may determine. The administrative expenses deduction mechanism is set out in the Offering Documents.
- 9.3 If the Approved Trustee or any of its Connected Person is the trustee of or otherwise participates in the management or administration of Constituent Fund or an APIF, nothing herein limits the fee of the Approved Trustee for such other responsibility or requires it to account therefor.
- 9.4 Subject to Clause 25, the administrative expenses shall be calculated on each Valuation Date and for the purpose of calculating such administrative expenses, the Net Asset Value determined on any Valuation Date shall be deemed to be the Net Asset Value applicable on that day and each day thereafter until the next occasion

when the Net Asset Value is determined notwithstanding that in such period, the determination of Net Asset Value is suspended.

- 9.5 Notwithstanding the above, the ability to charge administrative expenses for the BCOM MPF Conservative (CF) Fund is subject to the provisions set out in the Offering Documents on the BCOM MPF Conservative Fund.

## **10. COSTS AND EXPENSES PAYABLE BY EMPLOYER**

The Approved Trustee shall in addition to other fees chargeable or specified below be entitled to charge an Employer a fee of a specified sum of such rate as annual fee from time to time which fee shall be specified in the Offering Documents and may vary for each Employer. The annual fee if not waived, is payable by the Employer.

The word "Employer" in Clause 10 shall be construed to include any "Individual Relevant Employee Member" or "TVC Account Member".

## **11. COSTS AND EXPENSES PAYABLE FROM THE SCHEME/ CONSTITUENT FUNDS**

- 11.1 The Approved Trustee shall be entitled to receive for its own absolute use and benefit and in addition to the other fees due pursuant to these present an annual fee payable by each Member, the amount of which shall be specified in the Offering Documents. Such fee shall be deductible from Member Fund Account on each Accounting Date and shall be pro-rated for any period of less than twelve (12) months. Notwithstanding anything herein, the Approved Trustee may waive the annual fee at his sole discretion as to part or whole.

- 11.2 Subject to the applicable provisions of the Regulation, there may be payable out of the Scheme assets or where they relate to a particular Constituent Fund, out of that Constituent Fund, the following costs and expenses before calculating the Net Asset Value or declaring a rate of return of the Constituent Fund. The Approved Trustee may in its absolute discretion by giving three months prior written notice to all Employers, Employee Members, Individual Relevant Employee Members, self-employed members, TVC Account Members and Personal Account Members to charge (if they are not already specified in the Offering Documents) or to waive any or all of the costs and expenses (if they are specified in the Offering Documents).

- (a) Costs and expenses incurred at Scheme level (They will be charged to each Constituent Fund in proportion to the asset size of the relevant Constituent Funds):
- (i) the reasonable fees and expenses of auditors;
  - (ii) subject to the applicable provision of the Regulation, all costs and expenses including legal fees of the Approved Trustee of and incidental to preparing any documents for obtaining registration with the Authority and/or for the purpose of securing that the Scheme

conforms to any law ordinance legislation (except the levy payable to the Compensation Fund set up by the Authority), which costs and expenses shall be amortized over a period of five years from the Commencement Date or such shorter period as the Approved Trustee in consultation with the auditor may determine;

- (iii) application fee of the Scheme and annual registration fee of the Scheme chargeable by the Authority;
  - (iv) the premiums and all other costs and expenses of insurance effected for the Approved Trustee and/or the Scheme, such cover may be required by law or at the discretion of the Approved Trustee;
  - (v) all costs and expenses including legal fees of the Approved Trustee of and incidental to the preparing of any amendment, variation or supplemental for the purpose of securing that the Scheme conforms to any law ordinance legislation or such part thereof as the Approved Trustee determines to be payable from the Scheme assets;
  - (vi) costs and expenses of the Approved Trustee in giving notices to Employer and Member where required by any provision of these presents;
  - (vii) any legal or other fees or out of pocket expenses of the Approved Trustee relating to the transfer of accrued benefits of any Member to other registered schemes, as is permitted by law;
  - (viii) any costs and expenses properly payable on and in connection with the winding up, merger or division of the Scheme; and
  - (ix) any other costs and expenses incurred by the Approved Trustee wholly and exclusively for the benefit of the Scheme.
- (b) Costs and expenses incurred at Constituent Fund level:
- (i) the reasonable fees and charges of auditors;
  - (ii) all costs and expenses including legal fees in connection with establishing the Constituent Funds and all costs and expenses incurred by the Approved Trustee in seeking and obtaining authorisation of the Constituent Funds from the relevant authorities which costs and expenses shall be amortized over a period of five years from the Commencement Date or such shorter period as the Insurer in consultation with the auditors may determined;
  - (iii) all stamp duty and other fiscal charges payable from time to time on or in respect of these present;
  - (iv) all taxes, governmental charges, (except the levy payable to the Compensation Fund set up by the Authority) brokerage in relation to

acquisition or disposal of securities, bank charges, transfer fees, registration fees levies payable to recognized exchanges and other duties; and charges arising on any purchase or sale of investments or deposits;

- (v) all expenses including postage and telex and telephone costs incurred in the acquisition or disposal of any investment or deposit or the placing or uplifting of any deposit;
- (vi) all postage, telex and telephone costs incurred by the Approved Trustee in obtaining investment advice;
- (vii) all interest paid on borrowings made on behalf of the Constituent Funds, if any;
- (viii) the cost of printing any reports, accounts or notice and circulating the same, the postal charge incurred in communication with Employers and Members (if required) relating thereto;
- (ix) all foreign exchange costs and expenses incurred in connection with the investment of the Fund in cash or investments or deposits and the changing and realising thereof from time to time;
- (x) for safe custody of assets of the Fund and such charges other than the custodian fees;
- (xi) all legal fees and expenses properly incurred by the Approved Trustee wholly and exclusively in the performance of its duties under these presents and for the benefit of the Fund including those incurred in the interpretation or amendment of these presents or in connection with any endorsement made to alter, modify, or vary the provisions of these presents or in enabling the Fund to conform to legislation enacted after the date hereof;
- (xii) the cost of arranging publication of Unit prices or rate of returns in such newspapers as is required by these presents and such other newspaper as the Approved Trustee may consider appropriate and of any notice required to be given by these presents;
- (xiii) any amount payable by the Approved Trustee to the Platform Company in accordance with the Ordinance.

11.3 Where any of the costs and expenses specified in the above relate to one or more Constituent Funds then all such costs and expenses shall be paid out of that part of the assets comprising the relevant Constituent Funds.

11.4 Subject to the applicable provisions of the Regulation, all costs and expenses payable out of the relevant Constituent Fund may be charged against the income of that Constituent Fund or the capital or partly one and partly the other as the Approved Trustee may from time to time determine.

11.5 The following must not be paid from the Scheme's assets: -

- (a) expenses arising out of any advertising or promotional activities in connection with the Scheme;
- (b) expenses which are not ordinarily paid from the assets of Schemes authorized in Hong Kong;
- (c) expenses which have not been disclosed herein or in the Offering Documents; and

11.6 The maximum fees that may be charged for the Constituent Fund and/or APIF will be disclosed in the Offering Documents.

11.7 The Approved Trustee must ensure that:

- (i) no payment for the services specified in section 34DD(2) of the Ordinance may be charged to or imposed on a DIS Fund or a Member who invests in a DIS Fund, other than those specified under section 34DD(3) of the Ordinance; and
- (ii) the total amounts charged for payment of services and out-of-pocket expenses chargeable under section 34DD(4)(b) of the Ordinance do not exceed the relevant limits specified in section 34DD(4) and specified in Schedule 11 to the Ordinance.

## **12. APPOINTMENT OF INVESTMENT MANAGER**

12.1 Pursuant to the applicable provisions of the Regulation, the Approved Trustee does not have to appoint any Investment Manager to manage the Constituent Fund of the Scheme if the conditions imposed by the applicable provisions of the Regulation are satisfied.

The Approved Trustee however reserves the right to appoint an Investment Manager from time to time by complying with the requirements of the applicable provisions of the Regulation.

### **12.2 INVESTMENT MANAGEMENT FEE**

- (a) The Investment Manager shall subject to the consent of the Approved Trustee be entitled to charge an Investment Management Fee upon the making of any Contributions or any purchase of Units of an amount as specified in the provisions governing the Constituent Funds as contained in the Offering Documents.
- (b) The Investment Manager shall be entitled to receive for its own absolute use and benefit the Investment Management Fee out of the assets of the Constituent Fund provided that it may be waived as to part or all of it as specified in the Application of Participation.

- (c) The Investment Manager may, subject to the consent of the Approved Trustee increase the rate of the Investment Management Fee by giving not less than three month's written notice to the Employers and Members affected thereby and decrease the same by notice given to the Employers and Members affected thereby.

### **13. INVESTMENT POWER**

13.1 The Approved Trustee and the Investment Manager if any, may only invest the funds of the Scheme: -

- (a) in the investments permitted under Part V and Schedule 1 of the Regulation; and
- (b) in accordance with that Part and that Schedule.

13.2 The Approved Trustee and the Investment Manager, if any, may invest the Contributions in restricted investments: -

- (a) only in so far as the Approved Trustee is not prohibited by the Regulation from investing those benefits in those investments; or
- (b) if the Approved Trustee is not so prohibited, only in accordance with such limitations and conditions as are prescribed by the Regulation.

13.3 For the purpose of this clause "restricted investments" means any investments in respect of an Employer (or an associate of an Employer) who is employing Members, comprising:-

- (a) loans to that Employer or associate, as the case may be, other than loans made by way of deposits with authorized institutions within the meaning of the Banking Ordinance (Cap.155);
- (b) shares or other securities of, or issued by, that Employer or associate, as the case may be.

13.4 Notwithstanding any other provisions of this Deed, the Approved Trustee must ensure that the Default Investment Strategy is available under the Scheme for selection by Members and any investment related to the Default Investment Strategy must accord with Part 4AA and Part 2 of Schedule 10 of the Ordinance.

### **14. INVESTMENT RESTRICTIONS**

14.1 RESTRICTIONS ON ENTERING INTO REPURCHASE AGREEMENTS

The Approved Trustee may enter into a repurchase agreement subject to the appropriate provisions of the Regulation.

## **14.2 RESTRICTIONS ON LENDING OF SCHEME SECURITIES**

The Approved Trustee may lend any securities held in respect of the Scheme subject to the appropriate provisions of the Regulation.

## **14.3 FINANCIAL FUTURES CONTRACTS AND FINANCIAL OPTION CONTRACTS**

The Approved Trustee may apply the fund of the Scheme for the acquisition of financial futures contracts or financial option contracts subject to the appropriate provisions of the Regulation.

## **15. STATEMENT OF INVESTMENT POLICY**

The investment policy of the Scheme is collectively reflected by the investment objectives of each of the Constituent Funds.

In the event of any change to the Statement of Investment Policy of a Constituent Fund, unless the Mandatory Provident Fund Schemes Authority and the Securities and Futures Commission agree otherwise, the Employers and Members will be given not less than 1 month's notice in writing (or such shorter or longer notice period as the Mandatory Provident Fund Schemes Authority and the Securities and Futures Commission may require).

## **16. CONTROL OBJECTIVES AND INTERNAL CONTROL PROCEDURES**

16.1 The Approved Trustee shall ensure that control objectives that comply with the applicable provisions of the Regulation are established for the Scheme and be maintained at all times while the Scheme is registered.

16.2 Internal control measures for achieving the control objectives of the Scheme are established and are maintained and complied with at all times while the Scheme is registered.

16.3 The control objectives and internal control measures established and maintained for the Scheme may be amended, and fresh control objectives or internal control measures may be substituted, as and when deemed necessary by the Approved Trustee.

## **17. CONSTITUENT FUNDS**

### **17.1 CREATION OF CONSTITUENT FUND**

Subject to obtaining the necessary prior approval from the Authority and SFC, the Approved Trustee may with or without the advice of the Investment Manager create and establish Constituent Funds as it may deem fit from time to time. The Approved Trustee shall give such notice or marketing materials containing such information (including but not limited to the following) relating to the relevant Constituent Fund

to all Employers and Members as required by law or otherwise as the Approved Trustee deems appropriate:

- (a) the name or any change of name of the Constituent Fund;
- (b) the investment objective and policy of the Constituent Fund as determined by the Investment Manager;
- (c) other such matters that are required to be disclosed under any law or regulation.

#### 17.2 CHOICE OF CONSTITUENT FUNDS

- (a) All Constituent Funds herein shall be denominated in Hong Kong Dollars and each of the Constituent Fund may maintain an internal portfolio by investing in permissible investment in accordance with the applicable provisions of the Regulation or may invest in one or more APIFs.
- (b) All Constituent Funds of the Scheme shall be made available to all Members. The Approved Trustee and any Employer of the Scheme are not allowed to restrict the Member to only some of the Constituent Funds.
- (c)
  - (i) Members (other than Individual Relevant Employee Member and TVC Account Member) shall be given the right to invest 100% of their accrued benefits of Mandatory Contributions and Voluntary Contributions (if any) made by the Members or (where applicable) their Employers, subject to such restrictions, limitations and charges as the Approved Trustee may determine to the extent permitted by the Ordinance and its related legislation, into any one or more Constituent Funds in such proportions as such Members may specify in the appropriate Application of Participation or Notice of Switching.
  - (ii) Each of the Individual Relevant Employee Members and TVC Account Members shall be entitled to elect, subject to such restrictions, limitations and charges as the Approved Trustee may determine, that his accrued benefits due to his Individual RE's VC or TVC (as the case may be) under the Scheme be invested in any one or more Constituent Funds in such proportions as the Individual Relevant Employee Member or TVC Account Member (as the case may be) may specify in the appropriate Application of Participation or Notice of Switching.
  - (iii) The operation of Clause 17.2(c)(i) and (ii) shall be subject to Clause 22.
- (d) [Deleted]

#### 17.3 MERGER, DIVISION TERMINATION OF CONSTITUENT FUNDS

The Constituent Funds may not be merged, divided or terminated by the Approved Trustee before proper arrangements are in place for the Employers and Members and

the approval from the Authority be first obtained. Notice of such merger, division or termination shall be given to the Employers and Members in accordance with sub-section 6 of section III of the principal brochure of the Scheme.

#### 17.4 FINANCIAL PERIOD

The financial period of a Constituent Fund shall coincide with that of the Scheme.

### 18. TYPES OF CONSTITUENT FUNDS

[Deleted]

### 19. ALLOCATION OF ASSET, INCOME AND COSTS TO CONSTITUENT FUNDS

#### 19.1 CASH ACCOUNT

Subject to the applicable provisions of the Regulation, contributions and/or redemption moneys received at any time shall be deposited in an interest bearing cash account of the Scheme opened at the sole discretion of the Approved Trustee with any licensed bank in Hong Kong Special Administrative Region pending investment into the Constituent Funds on the relevant Valuation Dates. The Contributions so deposited shall attract a saving interest which shall be used to defray costs and expenses payable under clause 11 hereof.

#### 19.2 SEPARATION OF ASSETS

All Contributions or other monies or assets to be held as allocated to a Constituent Fund shall be transferred to and /or paid into and allocated thereto separately from the assets of any other Constituent Fund. All income or other monies attributable to the Constituent Fund shall be allocated to that Constituent Fund together with all costs, expenses and liabilities related thereto. The Approved Trustee shall ensure that records are kept such that the assets and liabilities of a Constituent Fund are distinguished from the other Constituent Funds.

#### 19.3 COST ALLOCATION

Where a part of the Contributions is applied for the purchase of Units of a Constituent Fund, then such sum shall be applied to form part of the asset of a relevant Constituent Fund and thereafter all assets and liabilities and income and expenditure attributable thereto shall be applied to such Constituent Fund. Where a liability arises or any cost and expense is incurred in respect of the Constituent Funds, it shall be allocated to that Constituent Fund as in these presents expressly provided or if there is no such provision, as the Approved Trustee in its absolute discretion thinks fit in the circumstances with power for the Approved Trustee to vary such allocation from time to time.

## **20. EXPLANATORY DOCUMENT ON CONSTITUENT FUND**

- 20.1 The eMPF Platform shall provide the Members an Offering Documents describing the investment objective and policy and other features of each Constituent Fund. Such document may be revised as appropriate and shall be re-issued and provided to such Member upon any Offering Documents being superseded by a new Offering Documents by reason of material changes in the information previously provided. New Offering Documents may be issued when a new Constituent Fund is established and offered for choice by Members.
- 20.2 The Approved Trustee shall not invite or cause to invite application to adopt the Scheme without accompanying the Application of Participation, the Offering Documents authorized by SFC. On request of any Member, the eMPF Platform shall provide a copy of the latest version of the Offering Documents to the Member.

## **21. OPERATION OF CONSTITUENT FUNDS**

### **21.1 UNITIZATION OF THE CONSTITUENT FUND**

All Constituent Funds created or to be created herein shall be unitized except for those which are non-investment linked and providing investment guarantees, which may or may not be unitized.

(a) Initial Offers

If an initial offer is made in respect of any Constituent Fund, no investment of Contributions can be made until the conclusion of the first issue of Units at the Unit Price.

(b) Valuation & Pricing

- (i) Offer and Redemption Prices in respect of a unitized Constituent Fund will be calculated on the basis of its Net Asset Value divided by the number of Units outstanding.
- (ii) Pricing of all unitized Constituent Funds is on a forward basis.
- (iii) Subject to the provisions of these presents, all Contributions shall be allocated as soon as possible on receipt by the Scheme for the issue of Units of various Constituent Funds with effect from the relevant Valuation Date for the relevant Constituent Fund.
- (iv) The relevant Valuation Date for the Constituent Funds shall be the Valuation Date on which Contributions for the purchase of such Units of Constituent Funds are received by the Scheme. The relevant Valuation Date for the calculation of the Unit Price and the Offer Prices of Units of a particular Constituent Fund shall be the Valuation Date on which the Units are issued.

- (v) Fractional parts of a Unit may be issued. Fractional parts shall be rounded down to four decimal places. The amount of any rounding of fractional parts of Units shall be retained for the benefit of the Constituent Fund and shall form part of the assets of the Constituent Fund.

(c) Calculation of Unit Price

The Unit Price of a Unit of a Constituent Fund shall initially be Ten Dollars (HK\$10) (unless the Approved Trustee, in respect of a particular unitized Constituent Fund, determines otherwise) and thereafter shall be determined by the Approved Trustee on each Valuation Date for that Constituent Fund by dividing the Net Asset Value after deducting the administrative expenses as referred to in Clause 9 and Compensation Fund levy of that Constituent Fund (if any) by the number of Units in issue in that Constituent Fund on that Valuation Date (which shall include all Units of that Constituent Fund to be redeemed on that Valuation Date and exclude all Units of that Constituent Fund to be issued on that Valuation Date). The initial unit price of each Constituent Fund is set out in the Offering Documents.

(d) Pricing Errors

If an error is made in the pricing of units for a unitized Constituent Fund, the error will be corrected as soon as possible and any necessary action should be taken to avoid further error. If the error results in an incorrect price of 0.5% or more of the Constituent Fund's Net Asset Value per unit, the Authority must be informed immediately. In such a case, Members will be compensated as follows, unless determined otherwise by the Approved Trustee with justification to the Authority:

- (i) where total loss to each individual Member (either purchasing or redeeming) is more than HK\$100 or such lesser amount as the Approved Trustee may decide, Members should be compensated in such manner as the Approved Trustee should determine; and
- (ii) where the loss is to the Approved Trustee or other service providers, no compensation should be paid.

## 21.2 ISSUE OF UNITS

- (a) On each Valuation Date, the Approved Trustee shall calculate or cause to calculate the Unit Price and Offer Price of Units (which shall be rounded off to four decimal places) of each unitized Constituent Fund on the relevant Valuation Date. The calculation of the Unit Price and the Offer Price are set out respectively in each unitized Constituent Fund as contained in the Offering Documents.
- (b) The Approved Trustee shall divide or cause to divide the Contribution for each Constituent Fund by the Offer Price applicable to the relevant Constituent Fund on the relevant Valuation Date and shall issue such number of Units to

the relevant Member Fund Account of the relevant Constituent Fund as equal to the resultant quotient adjusted to the correct fraction as referred to above.

- (c) The Approved Trustee shall divide or cause to divide the redemption money arising from Switching for each Constituent Fund by the Offer Price applicable on the relevant Valuation Date and shall issue such number of Units to the relevant Member Fund Account of the relevant Constituent Fund as equal to the resultant quotient adjusted to the correct fraction as referred to above.
- (d) On any Valuation Date on which Units are issued, the Approved Trustee shall calculate or cause to calculate the amount of any Investment Management Fee due to the Investment Manager in respect of purchase of Units in that Constituent Fund. The Approved Trustee shall pay the same out of the assets of the Constituent Fund to the Investment Manager at such times as are agreed with the Investment Manager. The Unit issuing date for contributions will depend on the date and time of receipt of money subject to cheque clearance and the Unit issuing date for redemption money arising from switching will be the same day as the redemption of units of the switch-out fund.

### 21.3 REDEMPTION OF UNITS

- (a) Where a Member is in accordance with these presents to redeem Units in any Constituent Fund for any reason, he shall give an instruction to eMPF Platform, in such form, on such conditions and at such time as the Approved Trustee may from time to time determine and inform the Member, to apply for the redemption.
- (b) On the Valuation Date on which a redemption is to take effect, the eMPF Platform shall calculate the amount due on the redemption of the relevant Units in accordance with the provisions herein.

### 21.4 CALCULATION OF REDEMPTION PRICE

- (a) The Approved Trustee shall calculate or cause to calculate the Redemption Price of a Unit of any unitized Constituent Fund on the relevant Valuation Date in accordance with the provisions of the Offering Documents.

The relevant Valuation Date shall be the Valuation Date on which the redemption takes effect. The amount due where redemption is by reference to a number of Units shall be the Redemption Price multiplied by the number of Units to be redeemed and rounded off to the nearest four decimal places. Roundings shall be retained for the benefit of the Constituent Fund. Where notice of redemption is given by reference to a stated redemption value the number of Units or fractions thereof to be redeemed shall be determined by dividing the stated redemption value by the applicable Redemption Price.

(b) Redemption of Units

- (i) Any Member wishing to redeem all or any of his Units shall give the eMPF Platform a Notice of Redemption (in such form, on such conditions and at such time as the Approved Trustee may from time to time determine and inform the Member) to that effect.
- (ii) On the Valuation Date on which a redemption is to take effect, the eMPF Platform shall calculate the amount due on the redemption of the Units in accordance with the provisions herein.
- (iii) Subject to the applicable provisions of the Regulation and any liability incurred prior to the receipt of the redemption money, a receipt signed or purported to be signed by the Member for any moneys payable upon the redemption in respect of any Unit held by him shall be a good discharge thereof to the Approved Trustee.

(c) Restrictions on Redemption

Notwithstanding anything herein, the Approved Trustee shall, prior to dealing with any redemption, calculate or cause to calculate whether or not, after taking into account all Units to be issued on the Redemption Date and all redemptions to be effected on that day, the number of Units which will be in issue on the following day will be less than Ninety percent of the Units in issue on the Redemption Date. If the percentage is equal to or more than Ninety percent then the redemption of Units shall take effect accordingly. If the percentage is less than Ninety percent, then the Approved Trustee may limit or cause to limit the number of Units to be redeemed on that day to ten per cent of the total number of Units before taking into account all Units to be issued on the Redemption Date and all redemptions which will be effected on that date and such limitation will then be applied pro rata to all Members who have given a Notice of Redemption so that the proportion of Units of each Member as contained in the Notice of Redemption to be redeemed shall be the same.

Any Units which under this clause are not redeemed shall be carried forward and redeemed on the next succeeding Valuation Date.

21.5 Non-Unitized Constituent Fund

- (a) For non-unitized Constituent Fund, the Member Fund Account will be credited with investment returns at least once a month. At the end of each financial period, or such shorter period as the Approved Trustee shall decide and specified in the provisions of the Constituent Fund as contained in the Annexure of the Offering Documents the Member Fund Account may be credited with an actual rate of return or a declared rate of return, (to be pro rated if less than a year) which rate, may or may not be guaranteed, as the case may be as set out in the provisions of Constituent Fund as contained in the Annexure of the Offering Documents.

(b) Withdrawal from Non-Unitized Constituent Fund

- (i) Any Member wishing to withdraw all or any of the Accumulation in his Member Fund Account shall give the eMPF Platform a Notice of Withdrawal (in such form, on such conditions and at such time as the Approved Trustee may from time to time determine and inform the Member) to that effect.
- (ii) On the Valuation Date on which a withdrawal is to take effect, the eMPF Platform shall calculate the amount due in accordance with the provisions of the relevant Constituent Fund.
- (iii) Subject to the applicable provisions of the Regulation and any liability incurred prior to the receipt of the redemption money, a receipt signed or purported to be signed by the Member for any moneys payable upon withdrawal shall be a good discharge thereof to the Approved Trustee.

(c) Restrictions on Withdrawal

The Approved Trustee shall, prior to dealing with any withdrawal, calculate or cause to calculate whether or not, after withdrawal the balance of the aggregate Accumulation in all Member Fund Accounts on the day following withdrawal will be less than Ninety percent of the aggregate Accumulation on the withdrawal date. If the percentage is equal to or more than Ninety percent, then the withdrawal shall take effect accordingly. If the percentage is less than Ninety percent, then the Approved Trustee may limit the amount to be withdrawn on that Valuation Date to ten per cent of the aggregate Accumulation on the said Valuation Date and such limitation will then be applied pro rata to all Members who have given a notice of withdrawal so that each Member shall be entitled to withdraw the same proportion of the amounts as contained in their notices.

Any balance amount which are to be withdrawn under this clause shall be carried forward and withdrawn on the next succeeding Valuation Date.

21.6 Net Asset Value

(a) Net Asset Value

Subject to the provisions herein, on each Valuation Date, the Approved Trustee shall calculate or cause to calculate the Net Asset Value by ascertaining the gross asset value of each Constituent Fund and making the Deductions hereinafter referred to as at the Valuation Date on which the determination is being made. In calculating Net Asset Value, investments agreed to be purchased or sold where the purchase or sale has not been completed shall be deemed included (in the case of purchase) or excluded (in the case of sale) from the relevant Constituent Fund and the gross purchase or net sale consideration excluded or included (as the case may require) as if such purchase or sale had been duly completed.

(b) Gross Asset Value

Subject as otherwise provided in this clause, the Approved Trustee shall determine or cause to determine the value of gross asset value of the assets of each Constituent Fund using the generally accepted accounting practices and in accordance with the applicable law. In general:-

- (i) Investments for which prices are quoted on a market shall be valued at the latest bid price for an amount equal to that of the relevant investment;
- (ii) Deposits shall be valued at face value;
- (iii) Interest, discount and similar income and returns shall be deemed to accrue from day to day. Dividends shall be deemed to be received on the date on which the relevant investment is first quoted before the dividend or interest payment accrued. The value of any accounts receivable, prepaid expenses, and cash dividends and interest declared or accrued and receivable but not yet received shall be deemed to be the full amount thereof unless Investment Manager shall determine that less than the full amount is likely to be received. In such case, the Investment Manager shall determine the reasonable value thereof;
- (iv) the value of each unit, share or other interest in a collective investment scheme shall be the last published bid price per share or unit.
- (v) the amount of any taxation relating to the income of the Fund shall be taken into account;
- (vi) Contribution received in respect of Units not already in issue (which shall include Units to be issued with effect from the Valuation Date on which the calculation of Net Asset Value is being made) shall not be taken into account.

(c) Valuation of Unquoted Securities

The value of investments not listed or quoted on a recognized market should be determined on a regular basis by an independent professional valuer approved by the Approved Trustee as qualified to value such investment. Such professional person may, with the approval of the Approved Trustee, be the Investment Manager.

(d) Deductions

From the gross asset value of the Constituent Fund determined in accordance with the provisions of this clause, there shall be deducted to give the Net Asset Value: -

- (i) the amount of costs and expenses payable from the Scheme and Constituent Fund as referred to in clause 11 herein and any liabilities

including any contingent or unascertained liabilities for which the Approved Trustee shall consider it prudent to provide but excluding any liability to pay moneys in respect of which Notices of Redemption or withdrawal have been received but which are to take effect in accordance with these presents on the relevant Valuation Date or any subsequent Valuation Date and also excluding any liability taken into account where investments have been agreed to be purchased or sold. The extent of such provisions shall be determined by the Approved Trustee upon advice of the Investment Manager;

(e) Currency Conversion

Any valuation (whether of a liability or of an investment or cash) expressed otherwise than in Hong Kong Dollars shall be converted, so as to be expressed in Hong Kong Dollars, at the rate (whether official or otherwise) which the Investment Manager, after consulting with the Approved Trustee, shall deem appropriate in the circumstances having regard to any premium or discount which may be relevant and to the costs of exchange.

21.7 DEALING

(a) Each Valuation Date is a dealing day.

(b) Changes to Dealing

A permanent change in the method of dealing may only be made after giving one month's written notice to all Members.

(c) Temporary change may only be made:

- (i) in exceptional circumstances, having regard to the interests of Members;
- (ii) the possibility of a change and the circumstances in which it can be made have been fully disclosed in the Offering Documents; and
- (iii) with the approval of the Approved Trustee.

(d) Suspension of Dealings in Units in Unitized Constituent Fund and payment and withdrawal of Non-Unitized Constituent Fund

Subject to the Ordinance, the Approved Trustee may at exceptional circumstances and having regard to the interest of the Members suspend issues and redemptions of Units of unitized Constituent Fund and payment in or withdrawal of non-unitized Constituent Fund:-

- (i) during any period when any stock market or other markets in which investments for the time being comprised in and forming a material part of the assets of the Constituent Fund are quoted, listed or dealt in,

is closed otherwise than for ordinary holidays or when any dealings on any such market are restricted or suspended;

- (ii) during the existence of any state of affairs as a result of which the acquisition of investments or the making of deposits for the assets of the Constituent Fund or the disposal of investments or the uplifting of deposits for the time being comprised in the assets of the Constituent Fund cannot in the opinion of the Investment Manager be effected normally or without seriously prejudicing the interests of the Members;
  - (iii) during any breakdown in the means of communication normally employed in determining the value of the assets of the Constituent Fund or any material part thereof or when for any other reason the value of any investment or deposit for the time being representing a significant part of the value thereof, or the amount of any significant liability, cannot be promptly accurately ascertained;
  - (iv) during any period when the realisation of any investments or the uplifting of any deposits for the time being comprised in the assets of the Constituent Fund or the transfer of funds involved in such realisation cannot in the opinion of the Investment Manager be effected at normal prices or normal rates of exchange respectively;
  - (v) if the remittance of moneys involved in the subscription or redemption of Units of unitized Constituent Fund or in the payment in or withdrawal from the non-unitized Constituent Fund cannot be carried out without undue delay and at normal rates of exchange;
  - (vi) during any period there exist exceptional circumstances which in the reasonable opinion of the Approved Trustee that continuing dealing in units of the relevant Constituent Fund(s) could be detrimental to the beneficiaries of the Scheme; or
  - (vii) during any period when any part or all parts of the eMPF Platform is suspended.
- (e)
- (i) The Approved Trustee shall forthwith give notice to the Authority upon determining that a suspension shall be made. Such suspension shall take effect immediately. During the period of suspension, subject to Clause 21.7(e)(ii), the Net Asset Value shall not be determined and/or no issues or redemptions of Units of unitized Constituent Fund and no payment in or withdrawal from non-unitized Constituent Fund shall be made or agreed to be made and payment of the Redemption Price or withdrawal has not been paid, may be deferred.
  - (ii) Notwithstanding the preceding provisions of this Clause 21.7, the Approved Trustee may declare a suspension of issuance, redemptions of Units of unitized Constituent Fund and/or payment in or withdrawal from non-unitized Constituent Fund without a suspension of the determination of the Net Asset Value of any Constituent Fund(s)

should any of the circumstances set out in Clauses 21.7(d)(i) to 21.7(d)(vii) occur.

- (f) The Investment Manager shall determine when the suspension shall cease, shall give notice of the cessation of a suspension to the Employers and Members forthwith upon so determining and shall in any event so determine on the day following the first Business Day on which:-
  - (i) the condition giving rise to the suspension shall have ceased to exist; and
  - (ii) no other condition under which suspension is authorized hereunder shall exist.
- (g) Any suspension shall be consistent with such existing rules and regulations (if any) relating to the subject matter thereof as shall have been promulgated by the relevant authorities having jurisdiction over the Constituent Fund and as shall be in effect at the time. To the extent not inconsistent with such rules and regulations, and subject to the provisions of this clause, the determination of the Investment Manager as to the existence of any state of affairs or the seriousness thereof for the purpose of determining when issues and redemptions should be suspended and as to commencement or cessation of a suspension shall be conclusive.
- (h) The Investment Manager shall, as soon as may be practicable after the commencement of a suspension, cause a notice to be given to the Employer and Members whose applications to subscribe for or redeem Units of unitized Constituent Fund or to make payment in or withdrawal of non-unitized Constituent Fund shall have been affected by such suspension and shall place a notice at least once a month in the newspaper(s) in which Unit Prices are normally published stating that such suspension is in effect and the reason therefor. At the end of any period of suspension the Approved Trustee shall cause notice of the termination of suspension to be placed in such newspaper(s).
- (i) The Investment Manager may on any Valuation Date determine that from the time of its determination, that it shall cease to accept applications for Units and Notices of Redemption (or payment in or withdrawal) on that day if in the opinion of the Approved Trustee the Net Asset Value has materially changed since the last Valuation Date and the continued dealing in Units at that Offer Price and Redemption Price or continued acceptance of payment in or withdrawal may be prejudicial to the relevant Constituent Fund. Determination of suspension will be published online by the eMPF Platform and/or in such other manner as may be required by the regulatory requirements. Any application for dealing of Units in an Unitized Constituent Fund (or payment in or withdrawal of a non-unitized Constituent Fund) received prior to the determination shall not be affected thereby.

## 21.8 PUBLICATION OF PRICE

The latest available Offer and Redemption prices or Net Asset Value per unit of unitized Constituent Funds must be published at least once a month in at least one leading English language and one leading Chinese language daily newspaper in Hong Kong.

## 21.9 ASSOCIATED AGENCY TRANSACTIONS

Each Constituent Fund whether or not managed by the Investment Manager shall observe the applicable provisions of the Regulation.

## 21.10 MERGER, DIVISION OR TERMINATION OF CONSTITUENT FUND

If a Constituent Fund is to be merged, divided or terminated, prior approval must be obtained from the Authority.

After the merger, division or termination of the Constituent Fund has been approved by the Authority, 3 month's notice in writing must be given to Employers and the Members concerned and prior approval from the SFC concerning for the notice should first be obtained.

## 22. MEMBERS' CHOICE AS TO INVESTMENT

22.1 All Contributions shall be invested in accordance with the specific investment instruction of the Member meeting the requirements for a "specific investment instruction" as set out in the Offering Documents. A Member may directly choose to invest in one or more Constituent Funds. The Member's specific investment instruction shall apply to all types of Contributions.

22.1A Each Member may elect to invest contributions pursuant to Clause 22.1 in one or more of the following ways:

- (i) invest in the BCOM Age 65 Plus Fund and/or the BCOM Core Accumulation Fund according to the Default Investment Strategy, as supplemented in the Offering Documents; and/or
- (ii) invest in any Constituent Fund, including without limitation the BCOM Age 65 Plus Fund and the BCOM Core Accumulation Fund, in such proportion (but subject to such requirements for a specific investment instruction" as set out in the Offering Documents) as the Member may determine, provided that investments in the BCOM Age 65 Plus Fund and the BCOM Core Accumulation Fund shall not be subject to the Default Investment Strategy.

22.2 A Member shall give a Member's choice to take effect on the commencement of the Member's membership which shall apply from such date until any further choices are given by the Member. Any subsequent Member's choice may only be given in accordance with the provisions of these presents.

- 22.3 A further choice shall take effect on expiry of the period of notice specified in the choice or, if none, on three month's notice unless the Approved Trustee agrees to accept shorter notice on any occasion or these presents otherwise expressly provide.
- 22.4 If no valid investment choice (meeting the requirements for a specific investment instruction as specified in the Offering Documents) is received from a Member upon enrolment into the Scheme in such manner and at such time as the Approved Trustee may from time to time determine and inform that Member, the contribution and other money received for that Member's account will be invested in the Default Investment Strategy.
- 22.5 (i) Any de-risking under the Default Investment Strategy in respect of a Member under Clause 22.1A(i) or Clause 22.4 will take place on the birthday of that Member, subject to the provisions specified in the sub-section "*De-risking of the DIS*" of the DIS Section.
- (ii) The number of Units of the BCOM Age 65 Plus Fund and/or the BCOM Core Accumulation Fund (as the case may be) that can be issued in the annual de-risking under the Default Investment Strategy shall be rounded down to four decimal places.
- (iii) Any switching in and out of the Default Investment Strategy will be subject to the provisions specified in the sub-section "*Switching in and out of the DIS*" of the DIS Section.
- 22.6 Notwithstanding Clause 22.5, in respect of a Member whose age the eMPF Platform is not aware of, the eMPF Platform must allocate the Accrued Benefits of the Member solely to the BCOM Age 65 Plus Fund.
- 22.7 Any investment choice of a Member subsequent to the Member's enrolment not made in accordance with the requirements under this Clause shall be rejected.

## 23. SWITCHING

A switching between Constituent Funds can be done on every Valuation Date by submitting the appropriate request for switching in the form of Notice of Switching.

## 24. SWITCHING INSTRUCTIONS

### 24.1 Notice of Switching

A switching instruction shall: -

- (a) be in the form of Notice of Switching and be given to the eMPF Platform ; and
- (b) be irrevocable save as these presents provide for the giving of any subsequent switching instructions.

## 24.2 LIMITS ON SWITCHING

Subject to the above, Members are entitled to give the number of switching instructions as specified in the Application of Participation in each financial period if any in respect of their own choice. The Approved Trustee may vary the number (but in no event less than one switching in a year) of switchings by Members in a year.

24.3 Any switching instruction of a Member not made in accordance with the requirements under this Clause shall be rejected.

## 25. INVESTMENT OF CONSTITUENT FUND

Any investment of a Constituent Fund must be in compliance with the Ordinance, the Regulation, the MPF guidelines and any code (inclusive of, in particular, the Code on MPF Investment Funds) issued by the Authority.

## 26. [INTENTIONALLY DELETED]

## 27. RECORDS AND ACCOUNTS

27.1 The Approved Trustee must ensure that: -

- (a) such accounting records are kept so as to correctly record and explain all transactions concerning the Scheme and the financial position of the Scheme; and
- (b) those records are so kept that: -
  - (i) financial statements showing a true and fair view of the financial transactions of the Scheme during each financial period and of the disposition of its assets and liabilities at the end of each financial period can be prepared from time to time; and
  - (ii) those financial statements can be conveniently and properly audited in accordance with the Regulation.
- (c) the accounting records of the Scheme are kept in writing in either the Chinese language or the English language or, if not kept in either of those languages, in a form that is readily accessible and readily convertible to writing in either of those languages.
- (d) the accounting records of the Scheme are kept at a place or places so that those records can be readily accessible in Hong Kong for the purpose of enabling the Authority to discharge its duties from time to time.
- (e) at all reasonable times and without charge, the accounting records of the Scheme are made available for inspection by the Authority, either in writing in

the Chinese language or the English language or in a form readily convertible to writing in either of those languages.

27.2 The Approved Trustee must ensure: -

- (a) that the first financial period of the Scheme is the period beginning with the date on which the Scheme was registered under the Ordinance and ending on a date determined by the Approved Trustee. The date so determined must be a date not more than 12 months from the date of registration of the Scheme.
- (b) that every subsequent financial period of the Scheme is to be:-
  - (i) the period ending on each anniversary of the date determined above, as the case may be; or
  - (ii) if a different date for the end of a financial period is approved below, the period ending on that date and then on each anniversary of that date.
- (c) The Approved Trustee may, with the prior approval of the Authority, determine a different date for the end of the financial period of the Scheme.

27.3 The Approved Trustee must, within six months after a financial period of the Scheme:-

- (a) cause to be made out a balance sheet as at the last day of the period that gives a true and fair view of the financial position of the Scheme on that day. The balance sheet must specify the assets and liabilities of the Scheme on that day. Obligations in respect of benefits that will become payable to Members after that day are not to be regarded as liabilities for that purpose.
- (b) cause to be made out a statement of account for the relevant financial period that gives a true and fair view of the Scheme's financial transactions for that period. The statement must specify: -
  - (i) all costs and expenses including the administrative expenses deducted or deductible by the Approved Trustee from Member Accounts under the Regulation;
  - (ii) the Contributions and contribution surcharge (if any) paid and payable by, and recovered from, Members and (where appropriate) their Employers;
  - (iii) the total returns derived from investing the funds of the Scheme (taking into account any capital appreciation and depreciation);
  - (iv) the total amount of accrued benefits of Mandatory Contributions, Special Contributions, Voluntary Contributions including Individual RE's VC (if any) and TVC that were paid, and of such accrued benefits that became payable but were not paid, to or in respect of Members; and

- (v) the amount of accrued benefits of Mandatory Contributions, Special Contributions, Voluntary Contributions including Individual RE's VC (if any) and TVC transferred to and from the Scheme,

during the financial period.

27.4 Before preparing the relevant financial statements, the Approved Trustee must take reasonable steps: -

- (a) to recover all outstanding debts in relation to the Scheme; and
- (b) to cause all known bad debts relating to the Scheme to be written off and adequate provision to be made for doubtful debts.

27.5 If the financial statements relating to the Scheme made out in accordance herewith would not otherwise give a true and fair view of the financial position and transactions of the Scheme, the Approved Trustee must add such information and explanations as will give a true and fair view of the financial position and transactions.

27.6 The Approved Trustee must ensure that a statement of the accounting policies followed in preparing the financial statements is included in or attached to the statements.

27.7 The Approved Trustee must take all reasonable steps to ensure that, before the deadline (as defined in the Regulation) for each financial period of the Scheme, the auditor's report on the financial statements prepared for that period is attached to, or endorsed on, those statements.

27.8 The Approved Trustee must ensure that financial statements relating to the Scheme are signed: -

- (a) if the Approved Trustee is or includes a company, by at least two directors of the company; and
- (b) if the Approved Trustee consists wholly of natural persons, by at least two of those persons, including the independent trustee.

## **28. POWERS AND DUTIES OF THE APPROVED TRUSTEE**

28.1 In addition to all trustee's powers necessary to exercise its duties and functions under any relevant law, including common law, the Approved Trustee shall have and may from time to time exercise all or any of the following powers in its absolute discretion:-

- (a) to augment at the request of an Employer or Member, the benefits of any Member under the Scheme upon the payment of such additional Voluntary Contribution (including Individual RE's VC) (if any) paid by or in respect of that Members;

- (b) to execute and do all such other acts and things as the Approved Trustee considers necessary or expedient for the maintenance and preservation of the assets of the Scheme and of the rights of Members and others herein;
  - (c) to appoint and obtain the advice of solicitors, accountants and other advisers upon such terms as to duties and remuneration as it may think fit; and
  - (d) to employ such agents and servants as the Approved Trustee thinks fit in the transaction of any business of the Scheme as it deems fit.
- 28.1A Without prejudice to Clause 28.1, the Approved Trustee may from time to time appoint such persons as the Approved Trustee may see fit as registered intermediaries (within the meaning of the Ordinance) and name any one of such persons so appointed as "sponsor", provided that such person shall be a principal intermediary (within the meaning of the Ordinance) and the Approved Trustee and the sponsor so appointed shall agree that:
- (a) the obligations of the sponsor so appointed and powers under such appointment shall be confined to his role as registered intermediary; and
  - (b) the title of "sponsor" shall not in any way be construed to impose or confer on the sponsor so appointed any obligation or powers that are not incidental to his role as registered intermediary."
- 28.2 The Approved Trustee must, as far as reasonably practicable, ensure that the requirements and standards prescribed by the Regulation and this Deed (including the Governing Rules thereto) are complied with in relation to the Scheme.
- 28.3 The Approved Trustee must lodge with the Authority an annual statement not later than the deadline (as defined in the Regulation) after each financial period in relation to the Scheme. The statement must include or be accompanied by the following: -
- (a) the name and business address of the Approved Trustee;
  - (b) such other information or documents as are prescribed by the Regulation of the Ordinance.
- 28.4 The Approved Trustee is responsible for whatever information is given to the Authority or the SFC on its behalf and should use reasonable care to ensure that statements of intention in any printed matter are followed.
- 28.5 The Approved Trustee shall: -
- (a) use its best endeavors to carry on and conduct its business in a proper and efficient manner and will ensure that the Scheme to which the Deed relates is conducted in a proper and efficient manner; and
  - (b) exercise best endeavours and due diligence to ensure that the marketing of the Scheme is carried out professionally, honestly and fairly.

28.6 The Approved Trustee shall in the discharge of its fiduciary duties, the performance or functions in relation to the Scheme: -

- (a) comply with the Governing Rules;
- (b) exercise the care, skill, diligence and prudence to be reasonably expected of a prudent person who is acting in a similar capacity and who is familiar with the operation of registered scheme;
- (c) use all relevant knowledge and skill that the Approved Trustee may be reasonably expected to have because of the Approved Trustee's business or occupation;
- (d) act in the interests of Members and not in the Approved Trustee's own interests;
- (e) ensure that the funds of the Scheme are invested in different investments so as to minimize the risk of losses of those funds, unless in particular circumstances it is prudent not to do so.

28.7 The Approved Trustee has the same duties as those imposed, the same powers as those conferred, on trustees by law, except in so far as they are expressly or impliedly modified by, or are inconsistent with the Ordinance.

28.8 Whenever the Approved Trustee is required or empowered by or under the Ordinance or by the Governing Rules, to delegate a duty of the Approved Trustee in relation to the Scheme to a service provider, the delegation does not absolve the Approved Trustee: -

- (a) from responsibility to ensure that the duty is performed in relation to the Scheme; or
- (b) from the consequences of any failure by the service provider to perform that duty.

28.9 The Approved Trustee must ensure that there is in existence in respect of the Scheme adequate insurance that will indemnify Members against losses that the Members could incur as a result of the administration of the Scheme by the Approved Trustee or by any service provider appointed or engaged to provide services for the purposes of the Scheme.

The insurance relating to the Scheme must provide that it may be terminated by the insurer only if the insurer gives not less than 30 day's written notice in advance to the Approved Trustee or the service provider by whom the insurance was entered into.

## **28A TAX-RELATED FILINGS, REPORTING AND DISCLOSURES**

- (a) Subject to the applicable laws and regulations of Hong Kong and other jurisdictions, the Approved Trustee and/or any of its authorised person(s) shall have the power to sign and/or file any returns, elections, and statement by the

Scheme with any Tax Authorities, report or disclose Reportable Information regarding any person or entity considered to be Account Holder or Controlling Person of the Scheme under the AEOI to enable the Scheme to comply with applicable laws and regulations of Hong Kong and other jurisdictions.

- (b) The Approved Trustee may, to the extent not prohibited by applicable law including AEOI, engage, employ or authorise any individual or entity (including but not limited to the eMPF Platform, third-party service providers, the Approved Trustee's affiliates, subsidiaries, associated entities, and any of their branches and offices) (each, for the purposes of this Clause, an "authorised person") to:
  - (i) assist the Scheme with the fulfilment of its obligations under AEOI; and/or
  - (ii) act on the Scheme's behalf in relation to its obligations under AEOI.
- (c) Each Member, Employer and any other individual or entity considered to be Account Holder or Controlling Person of an Account Holder (where applicable) of the Scheme must:
  - (i) upon demand by the Approved Trustee and/or any of its authorised person(s), provide any form, certification and other information that the Approved Trustee and/or any of its authorised person(s) may from time to time require (the "Required Information") in order to satisfy the Scheme's obligations under AEOI;
  - (ii) update or replace any Required Information;
  - (iii) comply with any reporting obligations imposed by Hong Kong or any other jurisdiction; and
  - (iv) assist the Scheme in complying with any of the due diligence and reporting obligations imposed on the Scheme under AEOI.
- (d) Notwithstanding any other provisions of this Deed, to the extent not prohibited by applicable law, each of the Approved Trustee and its authorised persons shall have the power to:
  - (i) demand from any Account Holder or Controlling Person of an Account Holder (where applicable) the information the Scheme needs in order to fulfil the Scheme's obligations under AEOI;
  - (ii) refuse to accept any applicant to the Scheme, provided that where such power is exercised by an authorised person, such authorised person has to be a "service provider" within the meaning of the Ordinance;
  - (iii) refuse or delay in making any payment to any Account Holder before receiving the Required Information from the applicant or Account Holder (as the case may be);

- (iv) share with any Tax Authority the information it has in respect of any Account Holder or Account Holder or Controlling Person of an Account Holder (where applicable);
- (v) take or refrain from taking any other actions with respect to the applicant or Account Holder (as the case may be), to the extent not prohibited by law; and
- (vi) share the Required Information of any Account Holder or Controlling Person of an Account Holder (where applicable) of the Scheme with the Approved Trustee or any of the Approved Trustee's authorised persons.

## **29. VOLUNTARY CONTRIBUTIONS**

- 29.1 An Employee who is less than 18 years of age or continues in employment after reaching the retirement age or is exempted under section 4(3) of the Ordinance may join the Scheme as an Employee Member and pay Voluntary Contributions to the Scheme in such manner and at such time as the Employee Member may agree with the Approved Trustee from time to time. The Employee Member's Employer may also pay Voluntary Contributions to the Scheme in respect of that Employee Member.
- 29.2 A self-employed person who is less than 18 years of age or continues in business after reaching the retirement age or is exempted under section 4(3) of the Ordinance may join the Scheme as a self-employed member and pay Voluntary Contributions in such manner and at such time as the self-employed member may agree with the Approved Trustee from time to time to the Scheme.
- 29.3 An Individual Relevant Employee may join the Scheme as an Individual Relevant Employee Member and pay Individual RE's VC in such manner, at such time and on such conditions as the Individual Relevant Employee Member may agree with the Approved Trustee from time to time to the Scheme.
- 29.4 An Employer may pay contributions to the Scheme in respect of an Employee Member exceeding the prescribed percentage of contribution required by the Ordinance.
- 29.5 A self-employed member may pay contributions to the Scheme exceeding the prescribed percentage of contribution payable under the Ordinance.
- 29.6 An Employee Member or a self-employed member whose relevant income is less than the minimum level of relevant income specified in Schedule 2 of the Ordinance may nevertheless contribute to the Scheme.
- 29.6A An Employee Member or self-employed member may make Voluntary Contributions to the Scheme in such manner, at such time and on such conditions as such Employee Member or self-employed member may agree with the Approved Trustee from time to time.

- 29.7 Any contributions (a) paid to the Scheme as provided by this clause, or (b) consisting of any benefits, other than minimum MPF benefits to which section 5(1) of Schedule 2 to the Mandatory Provident Fund Schemes (Exemption) Regulation (Cap. 485 sub. leg.) applies, of a member of an ORSO exempted scheme, or an ORSO registered scheme, within the meaning of section 2(1) of the Mandatory Provident Fund Scheme (Exemption) Regulation (Cap. 485 sub. leg.), transferred to the Scheme, are Voluntary Contributions and are subject to the Governing Rules specified in the Schedule hereto.
- 29.8 The provisions of this Deed (except clauses 30.1 to 30.3, 32, 33, 35.1 to 35.3) including the Governing Rules (in so far as they are not inconsistent with the Ordinance) apply to accrued benefits derived from Voluntary Contributions paid to the Scheme in the same way as they apply to accrued benefits that are derived from Mandatory Contributions.

#### **29A. TVC**

- 29A.1 The Approved Trustee may, and must to the extent required by the MPF Legislation, subject to the MPF Legislation, admit to participation in the Scheme any TVC Account Applicant. Any such TVC Account Applicant admitted to participation is called in this Deed, a "**TVC Account Member**".
- 29A.2 A TVC Account Member must sign an Application of Participation in terms approved by the Trustee.

### **30. VESTING OF CONTRIBUTIONS**

#### **Mandatory Contribution**

- 30.1 Subject to the following clause, a Mandatory Contribution in respect of a Member vests in the Member as accrued benefits of Mandatory Contribution as soon as it is paid to the Approved Trustee via the eMPF Platform.
- 30.2 Subject to clauses 30.2.1 and 31 herein, income or profits derived from the investment of the Mandatory Contribution of a Member by or on behalf of the Approved Trustee also (after taking into account any gains or loss arising from any such investment) vest in the Member as accrued benefits of Mandatory Contributions as soon as they are received by the Approved Trustee via the eMPF Platform.
- 30.2.1 The reference to income or profits in clause 30.2 herein does not include interest derived from the placing on deposit of –
- (a) contributions or benefits-
    - (i) received by the Approved Trustee via the eMPF Platform in respect of a Member; and
    - (ii) during the period that the payment of the contributions or benefits into the Member Account is pending;

- (b) benefits-
  - (i) moved from a Constituent Fund; and
  - (ii) during the period that the investment of the benefits into another constituent fund is pending; and
- (c) benefits-
  - (i) received from a Constituent Fund; and
  - (ii) during the period that-
    - (A) withdrawal of the benefits from the Scheme is pending; or
    - (B) transfer of the benefits to another registered scheme is pending.

30.2.2 Interest referred to in clause 30.2.1 herein must be retained by the Approved Trustee

- (a) for the payment of any administrative expenses of the Scheme; or
  - (b) as income of the Scheme,
- for the benefit of Members.

30.3 The total amount of accrued benefits vested in a Member from time to time is to be calculated as provided by the rules prescribed by the Authority pursuant to the applicable provisions of the Ordinance.

#### **Voluntary Contributions**

30.4 The Voluntary Contributions from an Employer, shall only vest in the Member (after taking into account any gains or loss arising from any investment) as accrued benefits of Voluntary Contributions in accordance with the vesting percentage and vesting scale specified in the Application of Participation.

30.5 Individual RE's VC from an Individual Relevant Employee Member shall vest in the Individual Relevant Employee Member as soon as they are received by the Approved Trustee via the eMPF Platform.

30.6 Voluntary Contribution from an Employee Member or self-employed member from his own fund shall vest in the Employee Member or self-employed member as soon as they are received by the Approved Trustee via the eMPF Platform.

#### **Special Contributions**

30.7 In accordance with Section 19H of the Ordinance, the provisions of Part IIIA of the Ordinance shall be deemed to have been incorporated into this Deed.

## **TVC**

30.8 TVC from a TVC Account Member shall vest in the TVC Account Member as soon as they are received by the Approved Trustee via the eMPF Platform..

### **31. SEVERANCE PAYMENTS AND LONG SERVICE PAYMENTS TO BE PAID FROM ACCRUED BENEFITS**

Accrued benefits attributable to contributions paid by an Employer held in the Scheme in respect of an Employee Member may be applied to reduce the Employer's liability to pay a severance payment or long service payment in accordance with the Employment Ordinance (Cap. 57) and section 12A of the Ordinance in such manner as the law may prescribe.

### **32. PRESERVATION OF ACCRUED BENEFITS**

For the purpose of preserving accrued benefits arising from Mandatory Contributions and, where applicable, TVC in the Scheme: -

- (a) the Approved Trustee shall not pay or dispose of any part of those accrued benefits of Mandatory Contributions and, where applicable, TVC to any Member or any other person otherwise than in accordance with the provisions of the Ordinance; and
- (b) no Member shall have any right or entitlement to those accrued benefits of Mandatory Contributions and, where applicable, TVC otherwise than in accordance with the provisions of the Ordinance.

### **33. PORTABILITY OF ACCRUED BENEFITS**

33.1 The accrued benefits of Mandatory Contributions of a Member of the Scheme may be transferred to a specified account within the Scheme or any other registered scheme (provided that in the case of a transfer of accrued benefits held in a Personal Account, the term "registered scheme" shall mean a master trust scheme or an industry scheme) at the election of the Member but subject to the provisions of the Ordinance and the Regulations and the Approved Trustee must comply with the election.

33.2 Without prejudice to the generality of Clause 11, the necessary transaction costs of any transfers from the Scheme under this Clause or Rule 10 may be charged at the Scheme level to the extent not prohibited by the Regulations and any guidelines issued by the Authority from time to time and be reimbursed to the relevant Constituent Fund(s) taking into account the applicable law, regulations and guidelines issued by the Authority from time to time.

33.3 [deleted]

33.4 This clause does not apply to Voluntary Contributions including Individual RE's VC or TVC.

#### **34. PROTECTION OF ACCRUED BENEFITS**

No part of any accrued benefits of Mandatory Contributions and Special Contributions in the Scheme in respect of a Member shall be taken in execution of a judgment debt or be the subject of any charge, pledge, lien, mortgage, transfer, assignment or alienation by or on behalf of the Member and any purported disposition to the contrary is void.

#### **35. WITHDRAWAL**

##### **Mandatory Contribution**

- 35.1 A Member who has attained retirement age as specified by the law shall, in relation to the Scheme of which he is a member, be entitled as of right to have paid to him by the Approved Trustee the entirety of his accrued benefits of Mandatory Contributions in the Scheme in a lump sum or, at the election of the Member (in such form and on such terms as the Approved Trustee may prescribe from time to time), in instalments.
- 35.2 A Member who has not attained retirement age but has attained the age specified in Schedule 7 of the Ordinance and certifies to the Approved Trustee by statutory declaration in a form approved by the Authority that he has permanently ceased his employment or self-employment within the meaning of the Ordinance, or is otherwise included in a class of persons specified for that purpose in the Regulation, shall be entitled as of right to have paid to him by the Approved Trustee the entirety of his accrued benefits of Mandatory Contributions in the Scheme in a lump sum or, at the election of the Member (in such form and on such terms as the Approved Trustee may prescribe from time to time), in instalments.
- 35.3 Where a Member has permanently departed from the Hong Kong Special Administrative Region, suffers from total incapacity or terminal illness, in each case, within the meanings as provided in the Ordinance and/or the Regulation, the Member shall be entitled as of right to have paid to him by the Approved Trustee his accrued benefits of Mandatory Contributions in a lump sum, in accordance with the Ordinance and the Regulation.
- 35.4 When a Member has died, the Approved Trustee must pay the whole of the Member's accrued benefits of Mandatory Contributions as a lump sum: -
- (a) to the Member's personal representatives; or
  - (b) if there are no personal representatives of the Member estate or if they are unwilling to act, to such person, or to a person of such class, as is specified in the Regulation.
- 35.5 For the purposes of the above "personal representatives" has the same meaning as in the Probate and Administration Ordinance (Cap. 10) or, where the Official Administrator gets in and administers an estate in a summary manner under Section 15 of the Probate and Administration Ordinance, the Official Administrator.

- 35.6 Except as may be prescribed by the Regulation, no period of limitation prescribed by the Limitation Ordinance (Cap. 347) applies to proceedings for the recovery of a Member's accrued benefits of Mandatory Contributions that have become payable under this clause.

### **Voluntary Contribution**

- 35.7 A Member shall be entitled to be paid his accrued benefits due to his Voluntary Contributions including Individual RE's VCs upon the occurrence of any of the circumstances:-

- (a) upon reaching the retirement age,
- (b) on his death (in which case the benefits are paid to his legal personal representatives),
- (c) on his total incapacity, or
- (d) in such other circumstances as an Individual Relevant Employee Member and the Approved Trustee may agree.

- 35.8 Notwithstanding the preceding provisions of Clause 35.7, the Approved Trustee, with the consent of the Employer (in respect of an Employee Member and such consent only being required in relation to payment or delay of any part of an Employee Member's entitlement due to his Employer's Voluntary Contributions), may, if the Employee Member or Personal Account Member so elects, agree:-

- (a) to pay the whole or any part of the Member's accrued benefits due to his own Voluntary Contributions or the Member's (if such Member is an Employee Member or Personal Account Member) due to his Employer's Voluntary Contributions to the Member (or at the direction of the Member) at any time, or
- (b) to delay payment of the whole or any part of the Employee Member's or Personal Account Member's accrued benefits due to his own Voluntary Contributions to that Employee Member or Personal Account Member,

subject to such conditions as the Approved Trustee may determine.

### **Special Contribution and TVC**

- 35.9 Clauses 35.1 to 35.6 above in relation to the withdrawal of Mandatory Contributions are applicable to the withdrawal of Special Contributions and TVC.

## **36. TRANSFER TO/FROM OTHER REGISTERED SCHEMES**

### **Transfer to Another Registered Scheme**

- 36.1 (a) Subject to the applicable regulatory requirements, an Employer may give an instruction (in a form specified or approved by the Authority) to the Relevant

Recipient of the Employer's intention to discontinue participation in the Scheme for the purpose of joining a new or separate registered scheme (the "new scheme") and to have the accrued benefits held in the Contribution Account in respect of the Employee Members' employment with the Employer transferred to the new scheme.

- 36.1 (b) Subject to the applicable regulatory requirements, an Employer may upon request of the Employee Member, elect by giving an instruction (in a form specified or approved by the Authority) to the Relevant Recipient to have the accrued benefits held in the Contribution Account in respect of the Employee Member's employment with the Employer transferred to another registered scheme in which the Employer is a participant.

36.1A The term "Relevant Recipient" for the purposes of Clause 36.1 means:

- (a) the eMPF Platform, where the new scheme has been onboarded the eMPF Platform by the time of the issuance of the instruction as referred to in Clause 36.1; or
- (b) the transferee trustee of the new scheme, where the new scheme does not meet the requirement in (a) above.

36.2 Any instruction given pursuant to clause 36.1, shall specify the date of discontinuance is to take effect provided that all Contribution payable by the Employer or the Employee Members at such date have been paid and from such date the obligations of the Employer and the relevant Employee Members to make Contributions in respect of the Scheme shall cease.

36.3 The Approved Trustee shall not be obliged to inquire into the accuracy of any information and evidence provided by the Employer for the purposes of the transfer under clause 36.1 and may rely upon all information and evidence supplied by the Employer and not be liable for acting in reliance thereon.

36.4 The Approved Trustee shall within 30 days from the date of receipt of the notice redeem the Units in unitized Constituent Funds and, where applicable, transfer the Accumulations with interest in non-unitized Constituent Funds, held for each relevant Employee Member as at the date of discontinuance and transfer the cash proceeds from the Constituent Funds to the trustee or other administrator of the new scheme.

36.5 [INTENTIONALLY DELETED]

36.6 A self-employed member, TVC Account Member or Personal Account Member may discontinue participation and transfer to any other registered scheme and the above provisions shall mutatis mutandis apply to such transfer.

36.6A For the avoidance of doubt, clauses 36.1 to 36.6 do not apply to an Individual Relevant Employee Member unless with the consent of the Approved Trustee.

## **Transfer From Another Registered Scheme**

- 36.7 The Approved Trustee may at the direction of an Employer, a self-employed member, an Individual Relevant Employee Member, TVC Account Member or Personal Account Member accept any assets as assets of the Scheme from any trustee or administrator of any other scheme of which the Employer, Employee Member, Individual Relevant Employee Member, self-employed member, TVC Account Member or Personal Account Member (as the case may be) was previously a participant subject to and in all respects in accordance with the Governing Rules and the applicable legislative requirements.

## **37. RECOVERY OF MANDATORY CONTRIBUTIONS**

### **MANDATORY CONTRIBUTION**

- 37.1 If a Mandatory Contribution is not paid by the contribution day as defined in the Regulation, it becomes due for payment to the Authority on the expiry of that day.
- 37.2 If a Mandatory Contribution becomes due for payment to the Authority, the person who is liable to pay the Mandatory Contribution is also liable to pay to the Authority as a contribution surcharge an amount determined by multiplying the arrears by the prescribed percentage rate. The prescribed percentage rate is a rate prescribed by the Regulation.
- 37.3 The Authority may, by proceedings brought in a court of competent jurisdiction, recover as a debt due to the Authority any arrears, together with any contribution surcharge payable under the above in respect of those arrears.
- 37.4 In any proceedings brought under Clause 37.3, a certificate, purporting to be issued by the Authority, specifying the amount of the arrears, or of any contribution surcharge payable in respect of those arrears is, in the absence of evidence to the contrary, proof of the matters specified in the certificate.
- 37.5 The Authority must pay to the Approved Trustee any arrears and contribution surcharge paid to or recovered by the Authority in accordance with the applicable provisions of the Ordinance.
- 37.6 On receiving a payment under Clause 37.5, the Approved Trustee must take such actions reasonably required by the Authority with regard to arrears or contribution surcharge.

## **38. WINDING UP OF THE SCHEME**

Except as provided by the applicable provisions of the Ordinance, the Scheme may be wound up only by the Court on application made by the Authority.

### **39. RESTRUCTURING OF SCHEMES**

The Approved Trustee or the approved trustees of 2 or more registered schemes may apply to the Authority to consent to the restructuring of the Scheme or schemes, as the case may be.

### **40. DIVISION OF THE SCHEME**

[Deleted]

### **41. DE-REGISTRATION, DE-AUTHORIZATION AND TERMINATION OF THE SCHEME**

41.1 In the event of de-registration or de-authorization of the Scheme, the Approved Trustee should give at least six months' written notice to Employers, and Members of any intention not to maintain such registration and authorization. Such notice should be submitted to the Authority or the SFC for prior approval and contain reasons for the de-registration and de-authorization and the alternatives available to Employers and Members in the event of de-registration and de-authorization.

41.2 When the Scheme is to be wound up and terminated and there are Members remaining in the Scheme, in addition to following any procedures set out herein or governing law, notice shall be given to those Members and their Employers, if applicable. Such notice should be submitted to the Authority or the SFC for prior approval and shall contain reasons for the termination, the alternatives available to Members, and Employers (including, if possible, a right to switch without charge into another registered scheme), the estimated costs of the termination and who is expected to bear these costs.

### **42. EXEMPTION OF THE APPROVED TRUSTEE**

42.1 The Approved Trustee shall not be responsible for any loss (direct or consequential), damage or expense resulting or caused by events or circumstances beyond the reasonable control of the Approved Trustee or any service provider or clearing system or any central securities depository, including without limitation, nationalization, expropriation currency restriction, acts of war, or terrorism, riot, acts of God or other similar events or acts.

42.2 The Approved Trustee shall be entitled to be indemnified against any actions, costs, claims, damages, expenses or demands to which it may be put as the Approved Trustee to have recourse to the Scheme or any part thereof. Section 32 of the Trustee Ordinance (cap. 29) concerning the implied indemnity of trustees is incorporated into this Deed by way of reference. Subject as expressly provided in these presents, any indemnity expressly given to the Approved Trustee shall be void in so far as it purports to exempt the Approved Trustee from, or to indemnify the Approved Trustee against:-

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

#### **43. OTHER CAPACITIES OF THE APPROVED TRUSTEE**

Nothing contained in these presents shall be construed so as to prevent the Approved Trustee from acting as trustee of trusts separate and distinct from the Scheme. Nothing herein shall prevent the Approved Trustee acting as the trustee or as custodian of any Constituent Fund or APIF or in any other capacity relating thereto.

#### **44. DELEGATION BY THE APPROVED TRUSTEE**

- 44.1 The Approved Trustee may in the exercise of the powers and discretions vested in it hereunder act by a responsible officer or officers for the time being and employ such agents and servants as the Approved Trustee thinks fit in relation to the operation of the Scheme. The Approved Trustee shall be liable for the acts and omissions of such delegate, agent or servant as if such act or omission were its own. The Approved Trustee from time to time authorize in writing such person or persons as the Approved Trustee shall think fit to draw cheques on any banking account or to endorse any cheques or to give receipts and discharges and every such receipt and discharge shall be a valid and effectual as if it were given by the Approved Trustee.
- 44.2 The Approved Trustee may act upon any advice of or information obtained from an Investment Manager or any bankers, accountants, brokers, valuers, lawyers, agents or other persons acting as agents or advisers of the Approved Trustee or an Investment Manager. Any such advice or information may be obtained or sent by letter, telegram, facsimile, telex, message or cablegram.

#### **45. CHANGE OF OFFICER**

If the office of an officer (as defined in the Ordinance) of the Approved Trustee becomes vacant, an application must be made to the Authority for its consent to the appointment of a replacement officer within 30 days after the vacancy arises in accordance with the applicable provisions of the Regulation.

## **46. TERMINATION OF APPROVED TRUSTEE**

46.1 The Approved Trustee's appointment shall terminate on the earliest of the following dates: -

- (a) the date on which the Scheme terminates under the terms and conditions of the Deed or by the Authority or by any competent court;
- (b) the date on which an order is made for the liquidation of the Approved Trustee herein except for the purpose of amalgamation or reconstruction;
- (c) the date on which a receiver or manager is appointed to the assets or undertaking of the Approved Trustee herein or any part of it or if the Approved Trustee ceases to carry on business;
- (d) the date on which the Approved Trustee is taken over by a third party; or
- (e) the date the Approved Trustee's approval is revoked or suspended by the competent regulatory authority under the applicable provisions of the Ordinance.

46.2 Notwithstanding Clause 46.1, the Approved Trustee may resign but only with the written approval of the Authority and that adequate arrangements have been made for another approved trustee to assume responsibility for the administration of the Scheme and for the legal interest in the Scheme assets to be transferred to that other trustee.

## **47. AMENDMENTS TO THIS DEED AND GOVERNING RULES**

47.1 The Approved Trustee must notify the Authority and SFC (if applicable) in writing of any amendment proposed to be made to the Deed, the Governing Rules and other documents (the "Constitutive Documents") of the Scheme and lodge with the Authority a copy of the proposed amendment.

47.2 An amendment to the Constitutive Documents does not take effect until the Authority and SFC (if applicable) have given written notice to the Approved Trustee that the Authority and SFC (if applicable) have approved it.

47.3 The Authority and the SFC (if applicable) may decide whether the Employers and the Members should be notified and the period of notice (if any) that should be given before the changes are to take effect.

47.4 Subject to the above, the Approved Trustee may at any time and from time to time by deed amend, delete from and add to the Constitutive Document of the Scheme including the provisions of this clause.

47.5 Any amendment, deletion or addition so made shall as soon as reasonably practicable be notified by the Approved Trustee in writing to the Employers and Members and

- (i) shall take effect as from the date specified in the notice for that purpose;
- (ii) shall be of the same validity as if it had been originally contained in this Deed;
- (iii) may in like manner be amended, deleted from and added to; and
- (iv) shall be binding on each Employer and Member, whether such Employer or Member has effected an Application for Participation before or after such amendment.

#### **48. NOTICES**

48.1 Any notice or other document to be given for the purposes of the Ordinance shall be given in accordance with section 206 of the Regulation.

48.2 [INTENTIONALLY DELETED]

48.2A [INTENTIONALLY DELETED]

48.2B [INTENTIONALLY DELETED]

48.2C This Clause does not apply to summonses.

#### **48.3 NOTICE TO EMPLOYEES MEMBERS**

A notice or other documents to be given or served on the Employee Members for the purpose herein may be given or served on the relevant Employer and such service shall for all intent and purpose be deemed to be valid if given or served in accordance with clause 48.1.

However a notice or other document to be given or served on Employers or Members (other than Employee Members) must be given or served on the Employers or Members (other than Employee Members).

#### **49. CONFIDENTIALITY**

Subject to sections 41B and 42AAB of the Ordinance, the parties to this Deed who obtains information in the performance of functions conferred or imposed by or under the Ordinance:-

- (a) must not disclose the information to any other person, unless the disclosure is necessary in order to perform those functions; and
- (b) must not enable another person to have access to the information, except in so far as that access is necessary to allow that other person to perform functions under or for the purposes of the Ordinance.

**50. MISCELLANEOUS**

- 50.1 The various provisions of this Deed are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Deed.
- 50.2 A waiver or an omission by the Approved Trustee to enforce the duties to be discharged by Employers and Members in accordance with any provision of this Deed (including Governing Rules) shall not become or be deemed as a waiver of the Approved Trustee's rights and powers under this Deed.

**51. GOVERNING LAW**

This Deed will be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region. The courts of Hong Kong Special Administrative Region are to have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Deed for which purpose all parties agree to submit to the jurisdiction of the courts of Hong Kong Special Administrative Region.

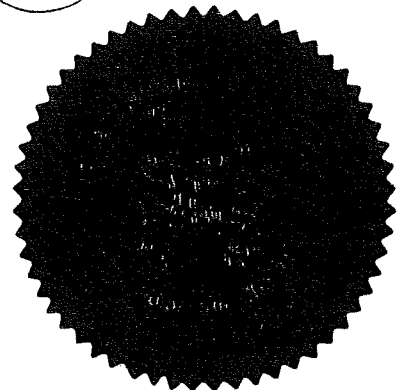
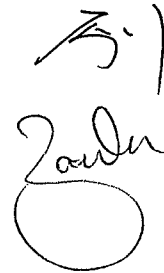
**52. COMPLIANCE WITH MPF LEGISLATION**

- (a) The Approved Trustee will use its reasonable endeavours to procure that those requirements of the Ordinance and its subsidiary legislation including the Regulation applicable to the Scheme are complied with.
- (b) Notwithstanding the generality of Clause 52(a), the Approved Trustee covenants that it will comply with those provisions set out in Schedule 5 to the Ordinance.

IN WITNESS whereof the Approved Trustee has executed this Deed.

The Common Seal of  
BANK OF COMMUNICATIONS TRUSTEE LIMITED  
was hereunto  
affixed in the presence of: -

)  
)  
)  
)



## SCHEDULE

### GOVERNING RULES

#### 1. DEFINITIONS

“business” includes a business and a trade within the meaning of the meaning of the Inland Revenue Ordinance (Cap. 112) and a profession;

“contribution day” has the same meaning as in the Regulation;

“contribution period” has the same meaning as in the Ordinance;

“defaulter” means an Employer or self-employed member who fails to pay a Mandatory Contribution or part of a Mandatory Contribution by the contribution day;

“payment period” means the period specified in a notice under section 136(a) of the Regulation;

“relevant time” in relation to “contribution period”, has the same meaning as in section 7(3) of the Ordinance;

“remittance statement” means a remittance statement herein required;

“registered scheme” has the same meaning as defined in the Ordinance;

“wage period” in relation to an Employee Member and his Employer, means the period for which the Employee Member is paid, or should be paid, relevant income by the Employer.

#### 2. MANDATORY CONTRIBUTIONS

2.1 An Employer who is employing an Employee Member must, for each contribution period-

(a) from the employer’s own funds, contribute to the Scheme the amount determined in Rule 2.2; and

(b) subject to Rule 2.8, deduct from the Employee Member’s relevant income for that period as a contribution by the Employee Member to the Scheme the amount determined in Rule 2.3.

2.2 For the purposes of Rule 2.1(a), the amount to be contributed by an Employer for a contribution period is in the case of an Employee Member an amount equal to the prescribed percentage of the Employee Member’s relevant income for that period.

- 2.3 For the purposes of Rule 2.1(b), the amount that an Employer is required to deduct in respect of an Employee Member for a contribution period is an amount equal to the prescribed percentage of the Employee Member's relevant income for that period.
- 2.4 An Employer must ensure that contributions required to be made herein in respect of an Employee Member are paid to the Approved Trustee via the eMPF Platform as provided in the Rules below.
- 2.5 A relevant Employee Member does not have a claim against the Employer only because that Employer has, herein deducted amounts from his/her income and has paid those amounts to the Approved Trustee via the eMPF Platform. However, nothing herein affects any entitlement that he/she has in respect of those amounts under the Rules.
- 2.6 Rules 2.1 to 2.5 do not apply to or in respect of an Employee Member who is employed by an Employer for less than 60 days.
- 2.7 Every self-employed member must, before the end of each contribution period, pay to the Approved Trustee via the eMPF Platform from his own funds for his own benefit a Contribution equal to the prescribed percentage of the his relevant income.
- 2.8 An Employer must not, in respect of an Employee Member (not being a casual employee) whose wage period –
- (a) is not more than 1 month, make a deduction under Rule 2.1(b) in respect of the Employee Member's relevant income earned for any wage period that commences on or before the 30th day of employment after the relevant time;
  - (b) is more than 1 month, make a deduction under Rule 2.1(b) in respect of the Employee Member's relevant income earned for the period commencing from the relevant time and ending on the last day of the calendar month in which the 30th day of employment after the relevant time falls.
- 2.9 An Employee Member or self-employed member whose relevant income
- (a) is less than the minimum level of relevant income specified in Schedule 2 of the Ordinance, is not required to contribute any Mandatory Contributions; or
  - (b) is more than the maximum level of relevant income specified in Schedule 3 of the Ordinance, is not required to contribute in respect of the excess of relevant income any Mandatory Contributions.
- 2.10 An amount that is paid as a contribution to the Scheme contingently on the basis that the amount will later constitute a Mandatory Contribution to the Scheme shall for all purposes be treated as a Mandatory Contribution to the Scheme (and the provisions of the Ordinance shall apply accordingly) unless and until it is certain that the amount will not constitute a Mandatory Contribution to the Scheme.

### 3. SCHEME MEMBERSHIP

3.1 An application for membership of the Scheme that is made by or on behalf of an Employee of an Employer or by a self-employed person who is 18 years of age or over and below retirement age must not be refused if that Employee or self-employed person-

- (a) provides or is willing to provide the information required by the Approved Trustee with respect to applications for membership; and
- (b) agrees in writing to comply with the Governing Rules.

3.2 An application for participation in the Scheme that is made by or on behalf of an employer must not be refused if that employer: -

- (a) provides or is willing to provide the information required by the Approved Trustee with respect to applications for participation; and
- (b) agrees in writing to comply with the Governing Rules of the Scheme.

3.2A [INTENTIONALLY DELETED]

3.2B An Employer must give written notice to the Approved Trustee via instruction to eMPF Platform of any change of

- (a) the Employer's business address, electronic mail address, telephone number or facsimile number (if any)
- (b) the residential address, electronic mail address, telephone number or date of payment of relevant income or other particulars of each relevant Employee Member of the Employer; and
- (c) the Employer's name as shown in the participation certificate (if applicable) issued under the applicable provisions of the Regulation to the Employer

within 30 days of the change.

3.3 An application for membership of the Scheme that is made by a person only for the purpose of maintaining a Personal Account within the Scheme must not be refused if that person: -

- (a) provides or is willing to provide the information required by the Approved Trustee with respect to such applications for membership of the Scheme; and
- (b) agrees in writing to comply with the Governing Rules of the Scheme.

3.3A The Approved Trustee may admit or cause to admit an Individual Relevant Employee to participate in the Scheme in such manner (including by means of completing an Application of Participation), on such terms and at such time as the Approved Trustee may from time to time determine.

- 3.3B The Approved Trustee may admit or cause to admit a TVC Account Applicant to participate in the Scheme in such manner (including by means of completing an Application of Participation), on such terms and at such times as the Approved Trustee may from time to time determine.
- 3.4 A Member must be given a notice of participation (containing such information as the Regulation may from time to time require) within the timeframe specified in the Regulation.
- 3.5 The membership of a Member may be terminated by the Approved Trustee only in accordance with the Rules herein and -
- (a) in the case of a Member who is an Employee Member, with the written agreement of that Member or the Employer of that Member given not earlier than 60 days before termination; or
  - (b) in the case of a Member who is a self-employed member or a former self-employed member or Personal Account Member or Individual Relevant Employee Member, with the written agreement of that Member given not earlier than 60 days before termination.
- 3.6 The participation of an Employer may be terminated by the Approved Trustee only in accordance with the Governing Rules of the Scheme and with the written agreement of the participation Employer given not earlier than 60 days before the termination.
- 3.6A Notwithstanding Rule 3.5(b), the participation of an Individual Relevant Employee Member in the Scheme may be terminated at such time, in such manner and on such conditions as the Approved Trustee and the Individual Relevant Employee Member may agree.
- 3.6B (a) Where any of the circumstances under section 31(5)(c) or section 31(5A) of the Regulation occurs in respect of a TVC Account Member (in this Rule called the "**Retiring TVC Account Member**"), that TVC Account Member will cease to be a Member of the Scheme as from such date (in this Clause called the "**Cessation Date**") as the Trustee may decide.
- (c) The Retiring TVC Account Member may nominate (in accordance with Part 12 of the General Regulation) a Registered Scheme in which he is a participant as a recipient of the TVC Balance and upon receipt of an election to transfer such amount to such registered scheme, the Approved Trustee must comply with such election.
- 3.7 In respect of a Member whose accrued benefits are being or have been transferred pursuant to Part XII of the Regulation, no fees may be charged, no financial penalties may be imposed and no other restrictions or requirements shall be applied to prevent or to hinder the relevant participating employer or the Member from terminating his participation in the Scheme or the liability to contribute to the Scheme.

#### **4. DUTIES OF APPROVED TRUSTEE TO INFORM MEMBERS**

- 4.1 The Approved Trustee must ensure that, within 60 days after a person becomes a Member, the person is provided with a document containing information relating to the Scheme.
- 4.2 The document must-
- (a) include a general description of the Scheme, including its terms and the fees and charges payable under the Scheme; and
  - (b) if the Scheme comprises 2 or more Constituent Funds, specify particulars of those funds; and
  - (c) specify the person (if any) designated by the Approved Trustee as the Scheme contact person, either by name or by reference to the person's position or job description, and the means by which the person can be contacted.

#### **5. CONTRIBUTIONS BY OR IN RESPECT OF AN EMPLOYEE MEMBER**

- 5.1 An Employer must, for each contribution period, calculate-
- (a) the amount of relevant income of each Employee Member ; and
  - (b) the amount of Mandatory Contributions that the Employer must pay to the Approved Trustee via the eMPF Platform in respect of each Employee Member; and
  - (c) the amount of Mandatory Contributions that the Employer must deduct from the relevant income of each Employee Member and pay to the Approved Trustee via the eMPF Platform in respect of each of them under the Ordinance.
- 5.2 (a) An Employer must, for each contribution period, pay the Mandatory Contribution to the Approved Trustee via the eMPF Platform in respect of each Employee Member (who is a causal employee) on or before the contribution day.
- (d) An Employer must, for each contribution period which ends in the previous calendar month or during the permitted period, as the case may be, pay the Mandatory Contribution to the Approved Trustee via the eMPF Platform in respect of each Employee Member (who is not a casual employee) on or before the contribution day.

#### *Remittance Statement*

- 5.3 When paying Contributions to the Approved Trustee via the eMPF Platform, an Employer must ensure that the Contributions are accompanied by a remittance statement, in a form specified or approved by the Authority and contain such information as the Regulation or Ordinance may from time to time require, for the contribution period or periods to which the contributions relate.

5.4 An Employer must give written notice to the Approved Trustee via instruction to the eMPF Platform of the date of payment of relevant income of each Employee Member of the Employer when the Employee Member becomes a Member.

## **6. MANDATORY CONTRIBUTIONS OF SELF-EMPLOYED MEMBERS**

6.1 [INTENTIONALLY DELETED]

6.2 A self-employed member must, at least 30 days before the end of each financial period of the Scheme, report to the Approved Trustee via the eMPF Platform -

- (a) his relevant income for the payment of Mandatory Contributions to the Scheme for the next financial period of the Scheme; and
- (b) whether he will contribute to the Scheme on a yearly or monthly basis for the next financial period of the Scheme.

6.3 If the business carried on by a self-employed member sustains a net loss in relation to a financial period of the Scheme, he may-

- (a) make a written statement declaring the net loss in accordance with section 130 of the Regulation; and
- (b) discontinue payment of Mandatory Contributions until the relevant income in respect of his business or businesses exceeds the minimum level of relevant income as specified in the Ordinance.

6.4 The net loss must be calculated in accordance with Part IV of the Inland Revenue Ordinance (Cap. 112).

6.5 In relation to a self-employed member who contributes to the Scheme on a yearly basis, the prescribed period for the purposes of the definition of "contribution period" is the year that coincides with each financial period of the Scheme.

6.6 In relation to a self-employed member who contributes to the Scheme on a monthly basis, the prescribed period for the purposes of the definition of "contribution period" is each period commencing on the day in each month specified by self-employed member as notified to the Approved Trustee in writing via instruction to the eMPF Platform as the commencing day and ending on-

- (a) the day before the corresponding day in the following month; or
- (b) if there is no corresponding day in the following month or if the commencing day is the last day of a month, the last day of the following month.

6.7 In the event of a self-employed member's failure to contribute to the Scheme on a monthly or yearly basis, as the case may be, any request for transfer of the self-employed member shall only be processed upon payment of all outstanding Contributions

6.8 A self-employed member must, in accordance with the provisions of the Regulation, before the end of each contribution period, pay to the Approved Trustee via the eMPF Platform from his own funds for his own benefit a contribution equal to the prescribed percentage of his relevant income.

## 6A. VOLUNTARY CONTRIBUTIONS

### *General*

6A.1 “Vested Portion of the Employer’s Voluntary Contributions” means that portion of the accrued benefits which vests in an Employee Member upon the expiration of years of employment, being the portion determined according to the vesting period and vesting scale selected by the relevant Employer as specified in the appropriate Application of Participation.

6A.2 Where an Employer, Employee Member or self-employed member make both Mandatory and Voluntary Contributions, the eMPF Platform is entitled to allocate the Contributions paid by that Employer, Employee Member or self-employed member to the relevant sub-account for Mandatory Contributions pertaining to that Employee Member or self-employed member first and then to the relevant sub-account for Voluntary Contributions of that Employee Member or self-employed member to the extent not prohibited by the law.

6A.3 The payment of Voluntary Contributions shall be at the same date as the payment of Mandatory Contributions in relation to an Employer, Employee Member, or self-employed member, unless otherwise agreed with the Approved Trustee from time to time.

6A.4 Accrued benefits derived from the Voluntary Contributions must not be paid by the Approved Trustee otherwise than by reference to those Contributions and the income or profits derived from their investment.

### *Making of Voluntary Contributions*

6A.5 (a) An Employer is obliged, on request by any of his Employee Members, regardless of whether the Employee Member is less than 18 years of age or is of or more than retirement age or is exempted under section 4(3) of the Ordinance, to pay to the Approved Trustee via the eMPF Platform any Voluntary Contributions made by the Employee Member.

(b) An Employer may pay Voluntary Contributions to the Scheme in respect of an Employee Member.

(c) Notwithstanding Rule 6A.5(a), an Employee Member may contribute any Voluntary Contributions in respect of himself in such manner, at such times and on such conditions as the Employee Member may agree with the Approved Trustee from time to time.

6A.6 A self-employed member, regardless of whether he is less than 18 years of age or is of or more than retirement age or is exempted under section 4(3) of the Ordinance, can

elect to pay to the Approved Trustee via the eMPF Platform any Voluntary Contributions on such terms and in such manner as the Approved Trustee may from time to time determine.

6A.7 Voluntary Contributions can be paid directly from an Employee Member or self-employed member at such time, on such conditions and in such manner (including by way of lump sum payment, single contribution or transfer from other registered schemes) as the Approved Trustee may determine from time to time.

6A.8 Employers, Employee Members or self-employed members may cease to pay Voluntary Contributions to the Scheme upon the earlier of:

- (a) the Member's cessation of membership, and
- (b) such date on which the instruction to be given by the Employer to the eMPF Platform to terminate its obligations to contribute to the Scheme in respect of the Employee Member or by the self-employed member to terminate his obligations to contribute to the Scheme as required in the appropriate Application of Participation expires.

6A.9 (a) An Individual Relevant Employee Member may contribute such amounts as Individual RE's VCs to the Scheme at such times, in such manner and on such conditions as the Individual Relevant Employee Member may agree with the Approved Trustee from time to time.

(b) Contributions in respect of an Individual Relevant Employee Member shall cease on the earlier of:-

- (i) the Individual Relevant Employee Member's cessation of participation in the Scheme, and
- (ii) such date on which the instruction to be given by the Individual Relevant Employee Member to the eMPF Platform to terminate his obligations to contribute to the Scheme under Rule 6A.9(a) as required in the appropriate Application of Participation expires.

## **6B. REQUIREMENTS WITH RESPECT TO VOLUNTARY CONTRIBUTIONS**

6B.1 If the Employer elects to make Voluntary Contributions in respect of any Employee Members, then those Voluntary Contributions will become vested in those Employee Members as accrued benefits in accordance with the Governing Rules hereof.

6B.2 If an Employee Member, Individual Relevant Employee Member or a self-employed member elects to make Voluntary Contributions, those Voluntary Contributions (including Individual RE's VC) will become vested in full as accrued benefits in that Employee Member, Individual Relevant Employee Member or a self-employed member when the Voluntary Contributions are received by the Approved Trustee via the eMPF Platform.

6B.3 If an Employee Member so requests, accrued benefits derived from Voluntary Contributions made by or in respect of the Employee Member must be paid to the Employee Member as provided by the Governing Rules of the Scheme. Where any of those Voluntary Contributions are required to be made by the Employee Member's Employer and if the Employer has failed to make such Voluntary Contributions to the Scheme, the payment of such accrued benefits derived from Voluntary Contributions to the Employee Member must be made by the Approved Trustee, within six months after-

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

## 6C. SPECIAL CONTRIBUTIONS

### *General*

6C.1 The Authority may pay a contribution (a "**Special Contribution**") into an account of a Member in accordance with the Ordinance and the Approved Trustee must take or cause to take such actions as the Ordinance may require.

## 6D. TVC

### 6D.1 Payment of TVC to the Scheme

- (a) A TVC Account Member may, subject to the appropriate provisions of the MPF Legislation, contribute to the Scheme TVC in such manner, at such times and on such terms as the TVC Account Member may agree with the Approved Trustee from time to time. Such TVC shall immediately vest in the TVC Account Member.
- (b) TVC shall cease upon the TVC Account Member's cessation of membership in the Scheme, and if that date does not coincide with a date on which TVC are paid to the Approved Trustee via the eMPF Platform by the TVC Account Member, then TVC shall cease on the most recent date on which TVC were paid to the Approved Trustee via the eMPF Platform by the TVC Account Member.

### 6D.2 Payment of TVC Balance

- (a) TVC Balance of a TVC Account Member shall be payable in the circumstances set out in Clause 35 and Rule 17 in the same way as they apply to the accrued benefits of Mandatory Contributions.

**7. TRANSFERRED FROM ANOTHER SCHEME**

- 7.1 All Contributions paid to the Approved Trustee via the eMPF Platform in accordance with the Ordinance by Employers or Members must be accepted.
- 7.2 Accrued benefits of Mandatory Contributions transferred to the Scheme from another registered scheme in accordance with this Rule, or from an occupational retirement scheme exempted under the applicable provisions of the Ordinance, must also be accepted.
- 7.3 The Approved Trustee shall credit or cause to credit any amount transferred to the Scheme other than any amounts in respect of Mandatory Contributions or any amount equal to the minimum MPF benefits transferred to the Scheme in respect of an Individual Relevant Employee Member to that Individual Relevant Employee Member's Contribution Account in accordance with Rule 25.2.
- 7.4 Accrued benefits attributable to TVC transferred to the Scheme in accordance with the Ordinance must be accepted.

**8. RECOVERY OF ARREARS**

- 8.1 [INTENTIONALLY DELETED]
- 8.2 [INTENTIONALLY DELETED]
- 8.5 [INTENTIONALLY DELETED]
- 8.6 [INTENTIONALLY DELETED]
- 8.6A The Approved Trustee must take or cause to take such action as may be reasonably required by the Authority in connection with the recovery of arrears or a contribution surcharge.
- 8.7 [INTENTIONALLY DELETED]
- 8.8 [INTENTIONALLY DELETED]
- 8.9 [INTENTIONALLY DELETED]
- 8.10 [INTENTIONALLY DELETED]
- 8.11 [INTENTIONALLY DELETED]
- 8.12 [INTENTIONALLY DELETED]

**9. ASSISTANCE TO EMPLOYERS AND MEMBERS**

- 9.1 The Approved Trustee must, as far as reasonably practicable, provide or cause to provide all assistance necessary to ensure that Members and Employers are able to participate effectively in the operation of the Scheme.

9.2 For the purposes of the above, the Approved Trustee may designate a person as a Scheme contact person, either by name or by reference to the person's position or job description, and specify the means by which the person can be contacted.

9.3 The assistance above referred to means assistance-

- (a) in answering inquires in respect of the Scheme, including those relating to-
  - (i) the total amount of the contributions received by the Approved Trustee via the eMPF Platform in respect of a Member and the dates on which those contributions were received or the date on which a Contribution was last received; and
  - (ii) any information contained in any document that the Approved Trustee has given to Members or Employers; and
- (b) in dealing with complaints from Members.

## 10. PORTABILITY OF ACCRUED BENEFITS

### 10.1 Definitions

(1) In this part-

“transferee trustee” means the approved trustee of the registered scheme to which the accrued benefits of Mandatory Contributions and Special Contributions of a member of another registered scheme are to be transferred in accordance with an election made herein;

“transferor trustee” means the approved trustee of the registered scheme from which the accrued benefits of Mandatory Contributions and Special Contributions of a member of the scheme are to be transferred, whether to another registered scheme or to another account within the same scheme, in accordance with an election made herein.

(2) In this part-

- (a) a reference to an election made herein or under any particular provision herein includes a reference to an election taken to have been so made; and
- (b) a reference to a person being notified herein or under any particular provision herein includes a reference to the person taken to have been so notified.

*Transfer of accrued benefits of Members (other than Individual Relevant Employee Members or self-employed members)*

10.2 (a) In accordance with the provisions of the Regulation, a Member on his ceasing to be an Employee Member of an Employer under the Scheme may elect to have his/her accrued benefits of Mandatory Contributions, Special Contribution and Voluntary Contributions transferred (in such manner as determined by the Approved Trustee from time to time and notify the Member) to a Recipient Scheme and the Approved Trustee must comply with the election in accordance with the provisions of the Regulation.

(b) For the sole purposes of Rule 10.2(a), "Recipient Scheme" means a specified account within the Scheme or any other registered scheme.

10.3 (a) Where permitted by the provisions of the Regulation, a Member may elect to have the following components of his Member Choice Balance transferred to an account in the Recipient Scheme:

(i) once per calendar year (or such other frequency per calendar year as the Approved Trustee may from time to time determine) to the extent his/her Member Choice Balance is related to his/her own Mandatory Contributions in respect of his/her current employment,

(ii) at any time to the extent his/her Member Choice Balance is related to his/her Mandatory Contributions in respect of his former employment or former self-employment,

and the Approved Trustee must comply with the election in accordance with the provisions of the Regulation.

(b) For the sole purposes of Rule 10.3(a), "an account in the Recipient Scheme" means a specified account within the Scheme or any other registered scheme, and in the case where "an account in the Recipient Scheme" is a Personal Account, such Personal Account must be a Personal Account of the Member within a master trust scheme or an industry scheme.

10.4 [deleted]

10.5 [deleted]

10.6 [deleted]

10.7 [deleted]

10.7A [deleted]

10.8 [deleted]

10.8A [deleted]

*Transfer of accrued benefits of Mandatory Contributions, Special Contributions and Voluntary Contributions (if any) of self-employed member*

- 10.9 In accordance with the provisions of the Regulation, a self-employed member may, at any time, elect (and the Approved Trustee must comply with the election) to have his/her accrued benefits of Mandatory Contributions, Special Contribution and Voluntary Contributions (if any) transferred to any of the following:
- (a) an account in another master trust scheme nominated by the self-employed member;
  - (b) an existing account of the self-employed member in an industry scheme;
  - (c) an account in an industry scheme to which the self-employed member is eligible to belong; or
  - (d) if the self-employed member becomes employed by an Employer, the contribution account in the registered scheme in which the Employer participates.
- 10.10 Where a self-employed member ceases to be self-employed, he shall notify the eMPF Platform of such cessation within the timeframe as prescribed by the Regulation and his accrued benefits due to Mandatory Contributions, Special Contribution and Voluntary Contributions (if any) shall be transferred, or retained in the relevant contribution account, in such manner as provided in the applicable provisions of the Regulation.
- 10.11 If a self-employed member ceases to be self-employed member, the self-employed member must, by a written notice to the Approved Trustee via an instruction to the eMPF Platform given not later than the next contribution day following the cessation, inform the eMPF Platform-
- (a) of his cessation of self-employment; and
  - (b) of the date on which the self-employment ceased.
- and the eMPF Platform shall transfer the balance of the Member Account of the self-employed member to a Member Account under the relevant Employer, if he is employed or to a Personal Account if he is unemployed.
- 10.12 If a self-employed member who is a Member fails to notify an election within three months after the Approved Trustee has been notified via the eMPF Platform that the self-employed member has ceased to be self-employed-
- (a) the self-employed member is taken at the end of that period to have elected not to have the self-employed member's accrued benefits held in the Contribution Account in the Scheme transferred but to retain the benefits in that account; and

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

*Transfer of accrued benefits of Mandatory Contributions, Special Contributions and Voluntary Contributions (if any) in Personal Accounts*

- 10.13 (a) A Member may, at any time, elect to have his/her accrued benefits of Mandatory Contributions and Special Contribution, and if there is Voluntary Contribution including Voluntary Contribution held in a Personal Account, transferred to an account in the Recipient Scheme. The Approved Trustee must comply with the election under this Rule 10.13 in accordance with the provisions of the Regulation.
- (b) For the sole purposes of Rule 10.13(a), "an account in the Recipient Scheme" means a specified account within the Scheme or any other registered scheme, and where "an account in the Recipient Scheme" is a Personal Account, such Personal Account must be a Personal Account of the Member within a master trust scheme or an industry scheme.

10.14 For the avoidance of doubt, Rule 10 does not apply to an Individual Relevant Employee Member.

*Transfer of accrued benefits of TVC*

- 10.15 The Approved Trustee must allow and accept a sum to be paid to a TVC Account under the Scheme in respect of a TVC Account Member who makes an election to transfer his benefits in another registered scheme to such TVC Account under the Scheme in accordance with Part 12 of the Regulation.
- 10.16 A TVC Account Member may elect to have all of his TVC Balance transferred to another registered scheme in accordance with section 14(2A) of the Ordinance and Part 12 of the Regulation.

**11. TRANSFER BY EMPLOYER OF EMPLOYEE MEMBER'S ACCRUED BENEFITS**

In relation to an Employee Member of an Employer in the Scheme, the Employer may elect to have the accrued benefits held in the Contribution Account in the Scheme in respect of the Member's employment with that Employer transferred to another registered scheme in which the Employer is a participant by giving written notice of the election to the transferee trustee via instruction to the eMPF Platform in the event of -

- (a) the winding up of Scheme; or
- (b) the restructuring of the Scheme under the applicable provisions of the Ordinance; or

- (c) the Employer providing notice, personally or through the transferee trustee via instruction to the eMPF Platform of his intention to cease participation in the first-mentioned scheme in respect of that Member.

12. [INTENTIONALLY DELETED]

13. [INTENTIONALLY DELETED]

14. [INTENTIONALLY DELETED]

15. [INTENTIONALLY DELETED]

16. Any valid transfer instruction must be effected within the timeframe under section 153 of the Regulation, subject to section 157 of the Regulation.

**17. PAYMENT OF ACCRUED BENEFITS**

17.1 In Rules 17 to 23-

“claim” means a claim for the payment of the accrued benefits of a Member or a former Member in accordance with section 15 of the Ordinance.

“claimant” means either the Member, or any other person as referred to in Clauses 35.4 and 35.9, to whom the accrued benefits relate.

17.2 Claim for payment on attaining retirement age

(a) A Member who has reached the retirement age may lodge with the Approved Trustee via the eMPF Platform a claim for payment of the Member’s accrued benefits. The claim must be in a form specified or approved by the Authority.

(b) The claim must be accompanied by evidence satisfactory to the Approved Trustee that the Member has reached the retirement age.

17.3 Claim for payment on attaining early retirement age

(a) A Member who wishes to be paid the Member’s accrued benefits under section 15(2) of the Ordinance must, in addition to complying with that subsection, lodge with the Approved Trustee via the eMPF Platform a claim for payment of the Member’s accrued benefits in accordance with the following. The claim must be in a form specified or approved by the Authority.

(b) The claim must be accompanied by-

(i) evidence satisfactory to the Approved Trustee that the Member has reached the early retirement age specified in Schedule 7 to the Ordinance; and

(ii) a statutory declaration as required by section 15(2) of the Ordinance.

#### 17.4 Claim for Payment for Death

- (a) If a Member has died, a personal representative of the Member may lodge with the Approved Trustee via the eMPF Platform a claim for payment of the Member's accrued benefits. The claim must be in a form specified or approved by the Authority.
- (b) A claim made by a person who purports to be the personal representative of the relevant Member must be accompanied by evidence satisfactory to the Approved Trustee of the person's status as such.

#### 17.5 Additional classes of persons entitled to be paid accrued benefits

- (a) A Member who has not reached the retirement age is, subject to this part, entitled to be paid by the Approved Trustee, as a lump sum, the whole of the Member's accrued benefits in the Scheme if the Member-
  - (i) has permanently departed from Hong Kong or is about to depart from Hong Kong permanently; or
  - (ii) is totally incapacitated; or
  - (iii) suffers from terminal illness; or
  - (iv) is a Member whom (b) below applies.
- (b) This applies to Member if-
  - (i) the Member's accrued benefits kept in the Scheme as at the date of the claim for payment of those benefits, do not exceed HK\$5,000; and
  - (ii) as at the date of the claim, at least 12 months have elapsed since the contribution day in respect of the latest contribution period for which a Mandatory Contribution is required to be made to the Scheme or to any other registered scheme by or in respect of the Member; and
  - (iii) the Member does not have accrued benefits kept in any other registered scheme.

#### 17.6 Claim for Payment on Ground of Permanent Departure from Hong Kong

- (a) A Member who, before reaching the retirement age, wishes to be paid the Member's accrued benefits in the Scheme on the ground that the Member has departed, or is about to depart, from Hong Kong permanently, must lodge with the Approved Trustee via the eMPF Platform a claim for payment of the Member accrued benefits in accordance with the followings. The claim must be in a form specified or approved by the Authority.

- (b) The claim must be accompanied by-
  - (i) a statutory declaration by the claimant that the claimant departed, or will depart, from Hong Kong permanently on a specified date; and
  - (ii) satisfactory evidence satisfactory to the Approved Trustee that the claimant is permitted to reside in a place other than Hong Kong.
- (c) A Member who has been paid accrued benefits from the Scheme on the ground that, on a specified date, the person has departed, or was about to depart, from Hong Kong permanently is not, before reaching the retirement age, entitled to be paid the Member's accrued benefit from the Scheme on the ground that, on a later date, the Member purports to have departed, or to be about to depart, from Hong Kong permanently.
- (d) [INTENTIONALLY DELETED]
- (e) [INTENTIONALLY DELETED]
- (f) If accrued benefits held in an account of a Member have been paid to the Member on the ground that, on a specified date, the Member has departed, or was about to depart, from Hong Kong permanently, the Member is not, before reaching the retirement age, precluded from making a further claim on the ground of permanent departure on that specified date if the claim is for the payment of other accrued benefits of the member held in another account in that scheme, or for the payment of other accrued benefits of that Member in another registered scheme.
- (g) [INTENTIONALLY DELETED]
- (h) Rules 17.6(b) and (c) apply to a further claim referred to in Rule 17.6(f).

#### 17.7 Claim for Payment on Ground of Total Incapacity

- (a) A Member who, before reaching the retirement age, wishes to be paid the Member's accrued benefits in the Scheme on the ground of total incapacity must lodge with the Approved Trustee via the eMPF Platform a claim for payment of the Member's accrued benefits as stipulated herein. The claim must be in a form specified or approved by the Authority.
- (b) If a claim is made by or in respect of a Employee Member, the Approved Trustee may pay the Member's accrued benefits to that Member, but only if-
  - (i) The Member can provide the Approved Trustee via the eMPF Platform with a medical certificate, in a form specified or approved by the Authority and issue by a registered medical practitioner or registered Chinese medicine practitioner, certifying that the Member is permanently unfit to perform the kind of work specified in the certificate for a reason so specified; and

- (ii) the Member satisfies the Approved Trustee and/or the eMPF Platform that the Member was engaged in that kind of work under a contract of employment immediately before becoming totally incapacitated; and
  - (iii) the Member can provide the Approved Trustee via the eMPF Platform with a declaration by the Member, in a form specified or approved by the Authority, stating that the contract of employment for that particular kind of work has been terminated.
- (c) If a claim is made by or in respect of a self-employed member, the Approved Trustee may pay the Member's accrued benefits to that Member, but only if-
- (i) the Member can provide the Approved Trustee via the eMPF Platform with a medical certificate, in a form specified or approved by the Authority and issued by a registered medical practitioner or registered Chinese medicine practitioner, certifying that the Member is permanently unfit to perform the kind of work specified in the certificate for a reason so specified; and
  - (ii) the Member satisfies the Approved Trustee and/or the eMPF Platform that the Member was engaged in that kind of work as a self-employed person immediately before becoming totally incapacitated.
- (d) If a claim is made by or in respect of a Member who was, immediately before becoming totally incapacitated, unemployed, the Approved Trustee may pay the Member's accrued benefits to that Member, but only if the Member –
- (i) can provide the Approved Trustee via the eMPF Platform with a medical certificate, in a form specified or approved by the Authority and issued by a registered medical practitioner or registered Chinese medicine practitioner, certifying that the Member is permanently unfit to perform the kind of work specified in the certificate for a reason so specified; and
  - (ii) satisfies the Approved Trustee and/or the eMPF Platform that the Member was last engaged in that kind of work under a contract of employment before becoming totally incapacitated; and
  - (iii) can provide the Approved Trustee via the eMPF Platform with a declaration by the Member in a form specified or approved by the Authority, stating that the contract of employment for that particular kind of work has been terminated.
- (e) If a claim is made by or in respect of a Member who, immediately before becoming totally incapacitated, ceased to be a self-employed person, the Approved Trustee may pay the Member's accrued benefits to that Member, but only if the Member –
- (i) can provide the Approved Trustee via the eMPF Platform with a medical certificate, in a form specified or approved by the Authority

and issued by a registered medical practitioner or registered Chinese medicine practitioner, certifying that the Member is permanently unfit to perform the kind of work specified in the certificate for a reason so specified; and

- (ii) satisfies the Approved Trustee and/or the eMPF Platform that the Member was last engaged in that kind of work as a self-employed person before becoming totally incapacitated.

#### 17.7A Claim for Payment on Ground of Terminal Illness

- (a) A Member who, before reaching the retirement age, wishes to be paid the Member's accrued benefits in the Scheme on the ground of terminal illness must lodge with the Approved Trustee via the eMPF Platform a claim for payment of the Member's accrued benefits as stipulated herein. The claim must be in a form specified or approved by the Authority.
- (b) The Approved Trustee may pay the Member's accrued benefits to that Member, but only if:
  - (i) the Member can provide the Approved Trustee via the eMPF Platform with a medical certificate, in a form specified or approved by the Authority and issue by a registered medical practitioner or registered Chinese medicine practitioner and in accordance with the requirements under the Regulation; and
  - (ii) the Member provides such documentation as the Approved Trustee and/or the eMPF Platform may reasonably require.

#### 17.8 Claim for Payment of Small Balance

- (a) A Member who wishes to be paid the Member's accrued benefits before reaching the retirement age and who claims to be a member to whom Rule 17.5(b) applies must lodge with the Approved Trustee via the eMPF Platform a claim for payment of the Member's accrued benefits in accordance herewith. The claim must be in a form specified or approved by the Authority.
- (b) The claim must be accompanied by a statutory declaration by the Member that-
  - (i) the Member does not intend to become employed or self-employed; and
  - (ii) as at the date of the claim, at least 12 months have elapsed since the contribution day in respect of the latest contribution period for which a Mandatory Contribution is required to be made to the Scheme or to any other registered scheme by or in respect of the Member; and
  - (iii) the Member does not have accrued benefits kept in any other registered scheme.

- (c) On receiving a claim made by a Member, the Approved Trustee must pay the Member's accrued benefits to that Member if satisfied that-
  - (i) the Member's accrued benefits kept in the Scheme, as at the date of the claim, do not exceed \$5,000; and
  - (ii) as at the date of the claim, at least 12 months have elapsed since the contribution day in respect of the latest contribution period for which a Mandatory Contribution is required to be made to the Scheme or to any other registered scheme by or in respect of the Member; and
  - (iii) the Member does not have accrued benefits kept in any other registered scheme.

#### 17.8A Claim for Payment by Committee of Estate

- (a) If a committee of estate is appointed under the Mental Health Ordinance in relation to the property and affairs of a Member, the committee of estate may, as if it were the Member:
  - (i) lodge with the Approved Trustee via the eMPF Platform a claim for payment of the accrued benefits of the Member; or
  - (ii) continue with a claim initiated by the Member.
- (b) Rule 17.8A(i) shall not apply to a claim made under Rule 17.4.

17.9 For the avoidance of doubt, this Rule 17 does not apply to an Individual Relevant Employee Member.

### **18. PAYMENT OF ACCRUED BENEFITS WITHIN CERTAIN PERIODS**

18.1 Subject to Rule 17 the Approved Trustee must ensure that the accrued benefits are paid to the claimant within such timeframe as the Regulation may require.

### **19. ACCRUED BENEFITS NOT TO BE PAID**

Where any scenario under section 167 of the Regulation occurs, the Approved Trustee must only make payment of accrued benefits to a claimant in accordance with section 167 of the Regulation.

### **20. CLAIMANT BE PROVIDED WITH BENEFIT PAYMENT STATEMENT**

When the Approved Trustee pays accrued benefits to a claimant, in accordance with section 168 of the Regulation, the Approved Trustee shall ensure that the claimant is

provided with a benefit payment statement by the eMPF Platform containing such information as the Regulation may require from time to time.

## **21. PAYMENT RECEIVED AFTER PAYMENT OF ACCRUED BENEFITS MADE**

If, after paying accrued benefits to a claimant in accordance with Rules 17 to 20 above, the Approved Trustee receives an outstanding Mandatory Contribution or contribution surcharge for the benefit of the claimant, the Approved Trustee must pay the Mandatory Contribution or contribution surcharge to the claimant as soon as practicable after receiving it.

### **21A. PAYMENT OF BENEFITS DUE TO VOLUNTARY CONTRIBUTIONS**

#### *Benefit on retirement or disablement*

##### 21A.1 If a Member:

- (a) retires from his employment on or after his retirement date as specified in the Application of Participation; or
- (b) survives to the later of the date he attains 65 years of age and his retirement date as specified in the Application of Participation; or
- (c) retires from his employment before his retirement date in accordance with the provisions for early retirement specified in the Application of Participation; or
- (d) retires from his employment by reason of total incapacity;

the Approved Trustee shall subject to the terms of the relevant Application of Participation and Rule 21A.2 pay to or apply for the benefit of such Member an amount equal to the aggregate of:

- (1) his accrued benefits of Member's Voluntary Contributions (including the Individual RE's VCs); and
- (2) his Vested Portion of Employer's Voluntary Contributions (if any),

provided that the Member may elect to receive the accrued benefits due to Voluntary Contributions in instalments, at such time, on such conditions and in such manner as the Approved Trustee may determine.

21A.2 The Approved Trustee shall pay to the Member the amount specified in Rule 21A.1 if the Member so directs and if the Member does not so direct, shall retain such amount in the Scheme until the Member dies or requests payment of the same amount determined in accordance with Rule 21A.1.

#### *Flexible Payment*

21A.3 Notwithstanding the preceding provisions of Rule 21A, the Approved Trustee, with the consent of the Employer (in respect of an Employee Member and such consent only

being required in relation to payment or delay of any part of an Employee Member's entitlement due to his Employer's Voluntary Contributions), may, if the Member so elects, agree:-

- (a) to pay the whole or any part of the Member's accrued benefits due to his own Voluntary Contributions or (if such Member is an Employee Member or Personal Account Member) the Member's accrued benefits due to his Employer's Voluntary Contributions to the Member (or at the direction of the Member) at any time, or
- (b) to delay payment of the whole or any part of the Member's accrued benefits due to his own Voluntary Contributions to that Member,

subject to such conditions as the Approved Trustee may determine from time to time.

#### *Benefit on death*

21A.4 The payment of accrued benefits of Member's Voluntary Contributions (including Individual RE's VCs) and the Vested Portion of Employer's Voluntary Contributions (if any) in the event of death of a Member shall be made in accordance with Rule 17.4.

#### *Benefit on leaving employment*

21A.5 If a Member (other than a Personal Account Member or an Individual Relevant Employee Member) leaves his employment in circumstances which do not entitle him to a benefit pursuant to Rules 21A.1 or 21A.4, the Approved Trustee in accordance with Rule 21A.6 shall pay to or apply for the benefit of such Member, an amount equal to the aggregate of-

- (a) his accrued benefits of Member's Voluntary Contributions; and
- (b) the Vested Portion of his Employer's Voluntary Contributions (if any).

PROVIDED THAT if the Member who is an Employee Member is dismissed from his employment on any of

- (1) wilfully disobeying a lawful and reasonable order;
- (2) misconducting himself, such conduct being inconsistent with the due and faithful discharge of his duties;
- (3) being guilty of fraud or dishonesty;
- (4) being habitually neglectful in his duties; or
- (5) upon any other ground on which the Employer would be entitled to terminate the contract of employment without notice at common law.

And the Approved Trustee and/or the eMPF Platform is satisfied that the dismissal was duly made on one of such grounds then the amount payable shall be accrued benefits arising from his Voluntary Contributions.

21A.6 The Approved Trustee shall pay to the Member the amount specified in Rule 21A.5 if the Member so directs and if the Member does not so direct, shall retain such amount in the Scheme in his Personal Account where his accrued benefits of Voluntary Contributions if any, is allocated until the Member dies or requests payment of the same amount.

## **22. UNCLAIMED BENEFITS**

Where any benefits from the Scheme are unclaimed benefits for the purposes of the Regulation, such benefits must be handled in accordance with section 169A of the Regulation.

## **23. [INTENTIONALLY DELETED]**

## **24. ANNUAL BENEFIT STATEMENTS**

24.1 The Approved Trustee shall keep proper record of all matters relating to the Scheme of each Member and must provide each Member with a benefit statement at such time, in such manner, in such form and contain such information as the Regulation or Ordinance may require.

## **25. ACCOUNT AND RECORDS**

### *Separate account for each Member*

25.1 The Approved Trustee must ensure that, as part of its accounting records one or more separate account is established and maintained for each Member specifying the Member's accrued benefits in accordance with section 78 of the Regulation.

25.2 The Approved Trustee may in respect of each Individual Relevant Employee Member arrange for the Individual Relevant Employee Member's Contribution Account to be divided into any sub-accounts as the Approved Trustee may consider appropriate or necessary.

25.3 The Approved Trustee must ensure that each Member Account is kept in such a manner that the amounts relating to a Member Account are recorded in the appropriate sub-accounts of that account.

25.4 For the avoidance of doubt, it is hereby declared Rule 25 does not operate to require the Approved Trustee to divide a member's sub-account into any further sub-accounts.

## **26. SCHEME REPORT**

26.1 The Approved Trustee must, for each financial period of the Scheme, ensure that a Scheme report is prepared for the Scheme at such time, in such manner, in such form and contain such information as the Regulation or Ordinance may require.

**27. INVESTMENT REPORT**

- 27.1 The Approved Trustee must, for each financial period of the Scheme, ensure that an investment report is prepared for the Scheme at such time, in such manner, in such form and contain such information as the Regulation or Ordinance may require.

**28. CONSOLIDATED REPORT**

- 28.1 As soon as practicable after the Scheme report and investment report have been prepared for a financial period of the Scheme, the Approved Trustee must via the eMPF Platform publish a consolidated report for Members at such time, in such manner, in such form and contain such information as the Ordinance or Regulation may require.

**29. REGISTER OF MEMBERS AND OTHER RECORDS**

- 29.1 The Approved Trustee must ensure that a register of Member is established and kept in accordance with the following.
- (a) The register must specify the name of each Member, the Member's residential address, the Member's date of birth, and whether the Member is a self-employed member, an Employee Member of an Employer, a Personal Account Member or an Individual Relevant Employee Member or a TVC Account Member and, if the Member is an Employee Member, the name and business address of the Employer.
  - (b) The register may also specify in relation to a Member such other particulars as the Approved Trustee thinks appropriate.
- 29.2 The Approved Trustee must ensure that all records in respect of the management of the Scheme (other than accounting records) are so kept as will correctly record and explain the operation of the Scheme.

**30. PERIOD FOR WHICH RECORDS TO BE KEPT**

The Approved Trustee must ensure that an accounting or other record required to be kept in respect of the Scheme is kept for at least 7 years after the end of the financial period in which the record is made or, if the record relates to a person's membership of the Scheme, for at least 7 years after the person ceases to be a Member.

**31. NO FEE FOR TRANSFER OR PAYMENT OF ACCRUED BENEFITS**

- 31.1 No fees may be charged, and no financial penalties may be imposed, for transferring accrued benefits-
- (a) from the Scheme to another registered scheme;

- (b) from an account within the Scheme to another account within the Scheme; or
- (c) in the same account within the Scheme, from a Constituent Fund to another Constituent Fund,

other than an amount representing the necessary transaction costs that are incurred, or reasonably likely to be incurred, by the Approved Trustee in selling or purchasing investments in order to give effect to the transfer and are payable to a party other than the Approved Trustee.

- 31.2 No fees or financial penalties may be charged to or imposed on the Member, or deducted from the Member's account, whether in one lump sum or by instalments in any year for the first 12 instalments of that year, other than an amount representing the necessary transaction costs that are incurred, or reasonably likely to be incurred, by the Approved Trustee in selling or purchasing investments in order to give effect to the payment; and are payable to a party other than the Approved Trustee.

### **32. SMALL ACCOUNT**

- 32.1 After Contributions have ceased to be payable to the Scheme by or on behalf of a Member, no fees may be charged and no financial penalties may be imposed, for the transfer of the Member's accrued benefits from the Scheme to another scheme or from one account (contributed to by one employer) to another account (contributed to by another employer) within the Scheme.

- 32.2 The above sub-rule applies only to the first transfer of those benefits made in respect of the Member and only if-

(a) that transfer is made within not more than 12 months after the date on which the Contributions ceased to be paid; and

(b) the amount of those benefits, at the time of the transfer, does not exceed \$5,000.

### **33 BANKRUPTCY OF A MEMBER**

- 33.1 (a) If:

(i) a Member shall either wholly or partially assign, charge, or otherwise dispose of any present or future benefit due to Voluntary Contributions or attempt or purport to do so;

(ii) a Member shall become bankrupt; or

(iii) any other act shall be done or event shall happen whereby any present or future benefit due to Voluntary Contributions would be vested in or payable to or charged in favour of any other person, firm or company,

upon the happening of the events aforesaid the Member shall cease to have all rights, benefit and interest under the Scheme that are not attributable to the Member's own Contributions.

- (b) Any benefit forfeited in accordance with Rule 33.1(a) shall be held by the Approved Trustee upon trust to apply the same for or towards the maintenance and personal support of the relevant Member and/or his Beneficiaries in such manner and in such proportion (but so that no payment is made to any assignee or trustee in bankruptcy or any person claiming under a charge or purported charge) as the Approved Trustee, may in its absolute discretion, determine.

33.2 "Beneficiaries" for the purpose of this Rule 33, means:

- (a) the Member's spouse,
- (b) any of the following relatives of a Member living at his death namely child, parent, brother or sister or the spouse or child then living of any such child, parent, brother or sister and for this purpose:
  - (i) a relationship acquired by process of legal adoption shall be as valid as a blood relationship,
  - (ii) a step-child shall be deemed to be a child, and
  - (iii) the above mentioned relatives shall be construed as including anyone who would be such a relative if he or some other person through whom the relationship is traced had been born legitimate,
- (c) any person who in the opinion of the Approved Trustee was at the time of the death of the Member wholly or partially financially dependent upon the Member.

33.3 For the avoidance of doubt, Rules 33.1 and 33.2 do not apply to a TVC Account Member.

#### **34. RECEIVERSHIP OR LIQUIDATION OF AN EMPLOYER**

If at any time a receiver or a receiver and manager of any property of an Employer is appointed or if an Employer is bankrupt, wound up or placed under the official management of a person or a committee of management (such receiver or receiver and manager of person or committee engaged as official manager being referred to as the "Receiver") or a liquidator is appointed of the Employer, the Approved Trustee may within 30 days of appointed of the Employer, the Approved Trustee may within 30 days of receiving notice of the appointment of the Receiver or liquidator give or cause to give notice in writing to the Employer that the Approved Trustee regards the Receiver or liquidator as being the Employer for the purposes of this Deed and as from the date of the said notice or such other date (if any) as shall be specified for the purposed in such notice the Receiver or liquidator shall be the Employer for the purposes of this Deed.

**35. TAXES OR DUTIES**

If any of the benefits payable in accordance with the Rules are subject to taxes or duties either in Hong Kong or elsewhere the Approved Trustee is empowered to deduct therefrom such taxes or duties and to hold them for payment to the proper authorities.

**36. [INTENTIONALLY DELETED]**

**37. [INTENTIONALLY DELETED]**

**38. [INTENTIONALLY DELETED]**

**39. LIEN ON ACCRUED BENEFITS**

All accrued benefits arising from the Employers' Voluntary Contribution payable under this Part shall be subject to a lien in respect of any losses of the Employer arising directly from the dishonest act of the Employee Member to whom the said accrued benefits are payable and for all debts owing to the Employer by the Employee Member in respect of whom the said accrued benefits are payable provided that such debts have been acknowledged in writing by such Employee Member. The Approved Trustee may pay to the Employer upon the termination of employment of the relevant Employee Member for the Employer's own use and benefit the amount of such losses or debts and the benefits of the Employee Member concerned upon the termination of his employment shall be reduced accordingly by such amount.

**40. [INTENTIONALLY DELETED]**