

宏利環球基金

香港提呈發售文件第二份附錄

2016年9月

宏利環球基金（「**本公司**」）2015年10月1日的售股章程（「**售股章程**」）及2015年10月1日的香港說明文件（統稱「**香港提呈發售文件**」）（隨附2016年1月1日的附錄、本公司最近期的年度報告及賬目，以及較年度報告近期的最新中期報告（如有）），除非伴有本附錄，否則一概不可派發。因此，本附錄須與香港提呈發售文件及2016年1月1日的附錄一併閱讀，並與其一併理解為一份文件。本附錄中所用詞語應有與香港提呈發售文件中所述相同之涵意。

香港提呈發售文件應作如下的修訂，並立即生效：

1. 歐盟委員會廢除關於以利息付款形式對儲蓄收入徵稅的委員會第2003/48/EC號指令

歐盟委員會廢除第2003/48/EC號指令，自2016年1月1日起生效，因此，售股章程應予以更新修改如下：

- 1.1 在售股章程第2頁，刪除第七至十一段的全部內容。
- 1.2 在售股章程第32及33頁，刪除第10.2.1節第二至六段的全部內容。
- 1.3 在售股章程第34至36頁，刪除第10.2.3節的全部內容，而售股章程第10.2.4、10.2.5、10.2.5.1及10.2.6節應分別重新編號為第10.2.3、10.2.4、10.2.4.1及10.2.5節。

2. 根據經濟合作與發展組織共同匯報標準的資訊自動交換

根據「共同匯報標準」（「**CRS**」），經濟合作與發展組織（經合發展組織）已引入一個規則框架，旨在於參與國之間實行金融賬戶資料自動交換。根據CRS，盧森堡基金（包括本公司）將有責任收集有關每名投資者的稅務居民和稅務分類的若干資料，以及向盧森堡稅務機關報告有關股東賬戶的相關財務資料，而稅務機關擬於2017年開始共享關於來自參與司法管轄區的若干跨境投資者的資料。因此，售股章程應予以更新修改如下：

- 2.1 在售股章程第3頁，在第十段的「歐洲經濟區」字詞後面加插「，根據不時在經濟合作與發展組織的資訊自動交換共同匯報標準下參與司法管轄區（「**CRS司法管轄區**」）的任何國家」等字句。
- 2.2 在售股章程第3頁，在第十一段的「美國」一詞後面加插「或CRS司法管轄區以外的任何國家」等字句。

- 2.3 在售股章程第3頁，在第十二段的「美國」一詞後面加插「或CRS司法管轄區以外的任何國家」等字句。
- 2.4 在售股章程第6頁，在第1節「資產淨值」或「NAV」的定義後面加插以下定義：

「**經合發展組織**」指經濟合作與發展組織。

3. 實施UCITS V指令

根據第2014/91/EU號指令（「**UCITS V指令**」），歐洲委員會已對現行監管UCITS的法例（第2009/65/EC號指令）引入若干修訂。該等修訂的整體目標是透過專注於存管處的角色和責任、管理公司和自行管理的SICAV的薪酬政策，以及歐盟監管機構就UCITS違規可採取的行政制裁及其他措施的協調，從而提高對投資者的保障和透明度。

根據UCITS V指令，本公司必須依照UCITS V指令所載原則建立薪酬框架及相關政策，以及委任一名獲授權的UCITS存管處。獲委任的存管處將負責監督本公司的管理、保管本公司的資產，以及監察子基金轉入及轉出的現金變動。因此，售股章程應予以更新修改如下：

- 3.1 在整份香港說明文件及售股章程內，對於「託管人」字詞的所有提述應全部以「存管處」字詞取代。為免生疑問，在整份售股章程內，對於「分託管人」及「中國託管人」字詞的所有提述，應維持不變。
- 3.2 在售股章程第1頁第二段後面加插以下新段落：

「本公司設有依照2010年法律的規定建立的薪酬框架及相關政策（「**薪酬政策**」）。薪酬政策旨在確保本公司支付的薪酬符合本公司的業務策略、目標、價值及利益，並促進健全和有效的風險管理，以免承擔過量風險，抵觸本公司的風險狀況、售股章程或章程。於本售股章程日期，本公司支付固定薪酬予其已識別的員工，且並無委任薪酬委員會。

最新的薪酬政策詳情、有關薪酬福利的計算方法及負責發放薪酬福利的人士的身份說明，可於www.manulifeglobalfund.com網站的「MGF薪酬政策」項內查閱。薪酬政策的印刷文本亦於本公司註冊辦事處可供查閱。」

- 3.3 在售股章程第5頁，刪除第1節所載「託管人」定義的全部內容。
- 3.4 在售股章程第5頁，第1節的「交易日」定義後面應加插以下定義：

「存管處」 指Citibank Europe plc, Luxembourg Branch及其所有權繼承人或可能不時獲委任為本公司及其子基金存管處的其他實體。

3.5 在舊股章程第19頁，第6.2節的標題和第一段的全部內容應以下文取代：

「6.2 存管處、執行人、過戶處及支付代理

6.2.1 存管處及支付代理

簡介及主要職責

本公司已根據日期為2016年8月3日（於2016年3月18日生效）的存管服務協議（「**存管協議**」）的條款，委聘Citibank Europe plc, Luxembourg Branch（「**存管處**」）為本公司資產的存管處，並擔任收取認購款項及支付股息和贖回款項的支付代理。存管處亦有責任根據及依照適用法律、規則及規例的規定，監督本公司。存管處應依照適用法律、規則及規例以及存管協議，行使監督職責。

存管處的主要職責是代表本公司履行2010年法律所述的存管處職責，主要包括：

- (i) 監察及驗證本公司的現金流量；
- (ii) 保管本公司的資產，除其他事項外包括以託管方式持有(可以託管方式持有)金融工具，以及驗證其他資產的擁有權；及
- (iii) 下列新增的監督職責：
 - a) 確保依照組織章程以及適用的盧森堡法律、規則及規例執行股份出售、發行、購回、贖回及註銷；
 - b) 確保依照組織章程以及適用的盧森堡法律、規則及規例計算股份的價值；
 - c) 確保涉及本公司資產的交易的任何作價均在正常時限內匯付本公司；
 - d) 確保依照組織章程以及適用的盧森堡法律、規則及規例運用本公司的收入；及
 - e) 執行本公司的指示，除非其與組織章程或適用的盧森堡法律、規則及規例相抵觸則作別論。

作為支付代理，Citibank Europe plc, Luxembourg Branch應負責支付股息（如有）予股東。此外，存管處亦應負責處理股份贖回款項的過戶。

存管處及支付代理的背景

Citibank Europe plc, Luxembourg branch為本公司的存管處。

存管處是在愛爾蘭註冊的公眾有限公司，註冊編號為132781，其註冊辦事處位於1 North Wall Quay, Dublin 1。存管處在其辦事處經營其在盧森堡的主要業務，地址為31, Z.A.I. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg。其盧森堡分支於2015年8月28日成立，並已向盧森堡Registre de Commerce et des Sociétés註冊，註冊編號為B 0200204。其盧森堡分支依照1993年4月5日有關金融業的盧森堡法律（經修訂）獲授權提供有關服務，並專門從事資金託管和管理服務。

存管處獲愛爾蘭央行授權，但就其在盧森堡擔任存管處的服務而言，則受CSSF規管。

委託

根據存管協議的條款及依照2010年法律，存管處有權委託他人執行其某些存管處職能。存管處已訂立之書面協議委託執行其有關本基金若干資產的保管職能的代表以及已獲委任的任何分代表名單，於www.manulifeglobalfund.com網站的「存管處的代表及分代表」項內可供查閱。該名單可能不時更新。如欲取得包含所有獲委任的代表及分代表的完整名單，可向存管處免費索取。

在委託其保管職能時以及為了履行其在此方面的責任，存管處必須採取適當的謹慎、審慎及盡職以挑選、持續委任及不斷監察擔任保管代理的第三方，務求確保該第三方具備及維持適當的專業知識、能力和地位以履行有關責任；對保管代理維持適當程度的監督；及不時作出適當的調查以確認該代理持續獲妥善履行義務。即使存管處已委託第三方執行其對本基金資產的某些保管職能，其責任亦將不受影響。

在不損害下文「利益衝突」一節的前提下，存管處與其代表或分代表之間不時可能出現實際或潛在衝突，例如倘若一名獲委任的代表或分代表是一家聯屬集團公司並就其提供予本基金的另一項託管服務收取酬金。

存管處的利益衝突政策包含持續識別、管理和監察任何涉及其代表或分代表的實際或潛在利益衝突的程序。

存管處將確保身為其聯屬公司的任何該等代表或分代表均按並不重大不利於本基金（相比倘無該項衝突或潛在衝突）的條款委任。

在某些司法管轄區，倘當地法律規定金融工具須由當地實體持有，而並無當地實體符合存管處所須遵守的委託要求，則存管處可委託當地實體履行其職能直至有當地實體符合有關要求。存管處僅會在本公司已有所指示，且股東已在彼等作出投資前獲事先告知有關委託、委託理由及委託涉及的風險的情況下，才會進行有關委託。

利益衝突

實際或潛在利益衝突亦可能在本基金或股東（作為一方）與存管處（作為另一方）之間發生。

舉例而言，該等實際或潛在利益衝突可能因為存管處是一家法律實體的一部分或與一家法律實體有關聯，而該法律實體提供其他產品或服務予本基金而產生。尤其是，存管及管理服務是由同一家法律實體Citibank Europe plc, Luxembourg Branch提供。但實際上，存管和管理業務線在職能和層級架構上是分開的，並按公平原則經營。此外，存管處在提供該等產品或服務時可能有財務或業務利益，或就本基金所獲提供的相關產品或服務收取佣金，或可能有其他客戶的利益與本基金或股東的利益可能存在衝突。

存管處及其任何聯屬公司可能執行交易並從中產生盈利，而該等交易乃存管處（或其聯屬公司，或存管處或其聯屬公司的另一名客戶）（直接或間接）擁有重大權益或任何一種關係，以及涉及或可能涉及存管處對本基金的職責的潛在衝突。這包括存管處或其任何聯屬公司或關連人士處於下列情況時：擔任本基金投資的市場作價者；向本基金及／或其他基金或公司從事經紀業務；擔任本基金投資發行人的財務顧問、往來銀行、衍生工具交易對手或以其他方式向該發行人提供服務；在同一項交易中擔任多於一名客戶的代理；於本基金的投資發行事項中擁有重大權益；或自任何該等活動賺取盈利或於其中有著財務或業務利益。

整個集團的利益衝突政策訂明Citi透過各種政策、程序及／或流程管理衝突，視乎衝突而言，這可能包括預防或避免衝突，或作出適當披露、建立資訊屏障、重組交易、產品或流程，及／或修改報酬獎勵。

存管處設有利益衝突政策以持續識別、管理及監察任何實際或潛在利益衝突。存管處在職能及層級架構上分開執行其存管工作和其他具潛在衝突的工作。內部監控系統、不同的報告渠道、工作分配及管理層報告，使潛在利益衝突和存管處問題得到妥善識別、管理及監察。

有關存管處身份、其職責及存管處委託他人執行的任何保管職能的說明，以及相關利益衝突的最新資料，可由股東向存管處索取。

終止存管協議

存管協議訂明協議將一直有效，除非及直至任何訂約方向對方發出不少於90日事先書面通知予以終止，但在若干情況下可立即終止，例如存管處無力償債。於（預期）罷免存管處或其退任時，本公司應適當遵守CSSF的適用規定及依照適用的法律、規則及規例，委任繼任存管處。存管處不可未經CSSF批准而被更換。

存管處的責任

就存管處或已受委託託管金融工具（可以託管方式持有）的第三方造成的損失，存管處須向本公司或股東承擔責任。就以託管方式持有的金融工具的損失而言，存管處應向本公司退還相同類型的金融工具或相應的金額，不得無故延誤。倘若可以證明有關損失是由於非其所能合理控制的外部事件引致，而儘管採取一切合理措施避免，其後果仍將無可避免，則存管處無需承擔責任。

就因存管處疏忽或故意不妥善履行其義務而導致本公司或股東蒙受的一切損失，存管處也亦須向彼等承擔責任。存管協議包含有利於存管處的彌償，惟因其未能履行採取適當的謹慎、審慎及盡職的義務，或因其疏忽、故意不履行義務或欺詐引致的事宜除外。

存管協議的其他條文

存管協議受盧森堡法律管轄，而盧森堡法院享有專屬司法管轄區聆訊任何由於存管協議而產生或與存管協議有關的爭議或申索。

6.2.2 執行人及過戶處

- 3.6 在售股章程第28頁第9.2節第一段，「託管費」一詞應以「費用」取代。
- 3.7 在售股章程附錄一所載關於俄羅斯股票基金及土耳其股票基金各自的相關列表，刪除「具體風險因素」一節項下(g)段的全部內容，並以下文取代：

「(g) **託管風險**：存管處為在該等市場保管資產，可在當地市場直接或間接委任分託管人。

儘管存管處在選擇和委任分託管人時採取適當謹慎、審慎及盡職，儘管對分託管人履行其義務不斷進行適當程度的監督與調查，以及在存管處對子基金及其相關股東的責任的規管下，根據存管協議及按售股章程第6.2節的概述，不能保證子基金不會因該等分託管人的行動或不行動而產生損失，尤其是子基金可能投資的市場的監管和管理標準尚欠發達，而且未達到大多數工業化經濟體系所用的標準。」

- 3.8 在售股章程附錄一所載關於俄羅斯股票基金的相關列表，刪除「具體風險因素」一節項下(h)段的全部內容，並以下文取代：

「(h) **存管風險**：在俄羅斯市場，本公司及子基金可投資於僅由有關資產的中央存管處持有的某些資產。在遵守及不損害存管處根據存管協議及售股章程第6.2節所概述須對子基金及其相關股東承擔的責任的前提下，存管處無需就因任何存管處的行動或不行動所造成的任何損失對子基金或其相關股東承擔責任。」

- 3.9 在售股章程附錄一所載關於土耳其股票基金的相關列表，刪除「具體風險因素」一節項下(h)段的全部內容，並以下文取代：

「(h) **存管風險**：在土耳其市場，本公司及子基金可投資於僅由有關資產的中央存管處持有的某些資產。在遵守及不損害存管處根據存管協議及售股章程第6.2節所概述須對子基金及其相關股東承擔的責任的前提下，存管處無需就因任何存管處的行動或不行動所造成的任何損失對子基金或其相關股東承擔責任。」

- 3.10 在售股章程第136頁，刪除售股章程附錄二第8.1節的全部內容，並以下文取代：

「8.1本公司與Citibank Europe plc, Luxembourg Branch於2016年8月3日訂立的存管服務協議（經上述雙方之間不時修改）。」

4. 免任印度股票基金的投資顧問

- 4.1 售股章程第9頁所載有關Kotak Mahindra (UK) Limited（印度股票基金投資經理的投資顧問）的提述及其聯絡詳情應全部刪除及不予理會。
- 4.2 在附錄一關於印度股票基金的相關列表，「投資顧問」一節應全部刪除及不予理會。

5. 就台灣股票基金增設I3類別股份及就環球股票基金增設S類別股份，以及更新股份類別以待初次認購

- 5.1 在售股章程第24至26頁，第8.2.7節所載列表的全部內容應予刪除並以下表取代，以反映新增台灣股票基金的I3類別股份、新增環球股票基金的S類別股份及更新股份類別以待初次認購：

股份類別名稱	初次收費	初次認購價（每股）
<ul style="list-style-type: none"> • 以下基金的AA類別股份： <ul style="list-style-type: none"> - 東協股票基金 - 加拿大股票基金 - 巨龍增長基金 - 環球收益機會基金 	相關認購價的 最多5%	1.00美元
<ul style="list-style-type: none"> • 以下基金的AA（港元）類別股份： <ul style="list-style-type: none"> - 亞洲總回報基金 - 環球反向策略基金 - 環球收益機會基金 - 策略收益基金 		10.00港元
<ul style="list-style-type: none"> • 以下基金的AA（加元）類別股份： <ul style="list-style-type: none"> - 加拿大股票基金 		1.00加元

<ul style="list-style-type: none"> • 以下基金的AA（澳元對沖）、AA（加元對沖）類別股份： <ul style="list-style-type: none"> - 亞洲小型公司基金 - 環球反向策略基金 - 環球房地產基金 	<p>相關認購價的 最多5%</p>	AA（澳元對沖）類別： 1.00澳元 AA（加元對沖）類別： 1.00加元
<ul style="list-style-type: none"> • 以下基金的AA收益類別股份： <ul style="list-style-type: none"> - 環球收益機會基金 - 策略收益基金 		1.00美元
<ul style="list-style-type: none"> • 以下基金的AA（港元）收益類別股份： <ul style="list-style-type: none"> - 環球收益機會基金 - 策略收益基金 - 美國特別機會基金 		10.00港元
<ul style="list-style-type: none"> • 以下基金的AA（澳元對沖）、AA（加元對沖）、AA（澳元對沖）收益、AA（加元對沖）收益類別股份： <ul style="list-style-type: none"> - 亞洲總回報基金 - 策略收益基金 - 美國債券基金 - 美國特別機會基金 		AA（澳元對沖）／ AA（澳元對沖）收益類別： 1.00澳元 AA（加元對沖）／ AA（加元對沖）收益類別： 1.00加元
<ul style="list-style-type: none"> • 以下基金的I2類別股份： <ul style="list-style-type: none"> - 美國增長基金 - 亞洲小型公司基金 - 亞洲總回報基金 - 美國特別機會基金 - 美國抗通脹債券基金 		1.00美元
<ul style="list-style-type: none"> • 以下基金的I2新加坡元對沖類別股份： <ul style="list-style-type: none"> - 亞洲總回報基金 - 策略收益基金 		1.00新加坡元
<ul style="list-style-type: none"> • 以下基金的S類別股份： <ul style="list-style-type: none"> - 加拿大股票基金 - 環球股票基金 		1.00新加坡元
<ul style="list-style-type: none"> • 以下基金的S對沖類別股份： <ul style="list-style-type: none"> - 亞洲總回報基金 		<p>相關認購價的 最多3.5%</p>

<ul style="list-style-type: none"> • 以下基金的I類別股份： <ul style="list-style-type: none"> - 加拿大股票基金 - 環球收益機會基金 - 環球房地產基金 - 環球資源基金 - 美國小型公司基金 - 美國抗通脹債券基金 	現時不徵收初次收費	1.00美元
<ul style="list-style-type: none"> • 以下基金的I3類別股份： <ul style="list-style-type: none"> - 東協股票基金 - 亞洲小型公司基金 - 巨龍增長基金 - 環球股票基金 - 印度股票基金 - 策略收益基金 - 台灣股票基金 		1.00美元

5.2 售股章程第38頁附錄一所載的首個列表應作出更新，加插台灣股票基金的新I3類別和環球股票基金的新S類別。

5.3 下列關於台灣股票基金I3類別股份的資料應加插到售股章程附錄一所載關於台灣股票基金的相關列表內：

類別	I3
結算貨幣	美元
派息次數	每年
最低初次投資額	不適用
最低持股額	不適用
最低隨後投資額	不適用
初次收費	不適用
轉換費	最高為就轉換股份的資產淨值的1%
贖回費	不適用
管理費（每年資產淨值的百分數）	將與相關宏利實體另行協定
業績表現費	不適用
成立費用	台灣股票基金的I3類別股份沒有專屬該類別的成立費用。

- 5.4 下列關於環球股票基金S類別股份的資料應加插到售股章程附錄一所載關於環球股票基金的相關列表內：

類別	S
結算貨幣	新加坡元
派息次數	每年
最低初次投資額	1,000新加坡元（或等值的任何其他主要貨幣）
最低持股額	1,000新加坡元*
最低隨後投資額	100新加坡元（或等值的任何其他主要貨幣）
初次收費	最高為認購金額的5%
轉換費	最高為就贖回的股份應付的總贖回價的1%
贖回費	不適用
管理費（每年資產淨值的百分數）	1.50%
業績表現費	不適用
成立費用	環球股票基金的S類別股份沒有專屬該類別的成立費用。

6. Manulife Asset Management (Europe) Limited、Manulife Asset Management (US) LLC及宏利資產管理（香港）有限公司（Manulife Asset Management (Hong Kong) Limited）的地址變更

- 6.1 售股章程第3及9頁所載關於Manulife Asset Management (Europe) Limited地址的所有現有提述應予刪除，並以新地址18 St. Swithin's Lane, London EC4N 8AD, United Kingdom取代。
- 6.2 售股章程第8頁所載關於Manulife Asset Management (US) LLC地址的現有提述應予刪除，並以新地址197 Clarendon Street, Boston, MA 02116, United States of America取代。
- 6.3 香港說明文件第ii、x及xi頁以及售股章程第9頁所載關於香港分銷商／宏利資產管理（香港）有限公司地址的現有提述應予刪除，並以新地址香港特別行政區銅鑼灣希慎道33號利園一期16樓取代。

7. 董事及經管人士的地址變更

- 7.1 售股章程第8頁所載關於Yeo Hui Chin和Philip Witherington各自地址的現有提述應予刪除，並以彼等的新地址香港特別行政區銅鑼灣希慎道33號利園一期10樓取代。
- 7.2 售股章程第8頁所載關於Gianni Fiacco地址的所有現有提述應予刪除，並以新地址香港特別行政區銅鑼灣希慎道33號利園一期16樓取代。

8. 香港代表的地址變更

- 8.1 香港說明文件第 ii 及xi頁所載關於香港代表的地址的現有提述應予刪除，並以新地址香港特別行政區中環花園道3號冠君大廈50樓取代。

9. 刪除策略收益基金的J類別股份

- 9.1 在售股章程第32頁，刪除第10.1節第六段的全部內容並以下文取代：

「在一般情況下，對於亞洲總回報基金的J類別股份會於每一日曆季度末以後宣派中期息並於宣派後三個星期內支付。派息數額（如有）不作任何保證。」

- 9.2 售股章程第38頁附錄一所載的首個列表應作出更新，刪除策略收益基金的J類別。
- 9.3 在售股章程附錄一所載關於策略收益基金的相關列表，所有關於J類別股份的資料，包括「成立費用」一節項下第五句所載的資料應全部刪除。

10. 刪除HA類別、HC類別及HI類別股份（中華威力基金的HI類別股份除外）

- 10.1 在(a)售股章程第21頁第8.1節第二段；(b)售股章程第30頁第9.5.1節第一段；(c)售股章程第31頁第10.1節第四段；(d)售股章程第32頁第10.2.1節第一段；及(e)售股章程第33及34頁第10.2.2節第五及九段所載對於「HA類別」及「HC類別」（但非「HI類別」）的現有提述應全部刪除及不予理會。
- 10.2 售股章程第29頁節9.4.2.1節第二段所載對於「HA」及「HC」（但非「HI」）的現有提述應全部刪除及不予理會。
- 10.3 根據上文所述，除售股章程第10頁第3.1節第二段第二項以及除有關中華威力基金的HI類別股份外，售股章程（包括售股章程附錄一關於該等類別的相關列表的各節）所載對於「HA類別」、「HC類別」、「HI類別」、「HA」、「HC」或「HI」的所有提述應全部刪除及不予理會，而售股章程第38頁附錄一所載首個列表應按此作出更新。
- 10.4 在售股章程附錄一所載關於中華威力基金的相關列表，刪除「成立費用」一節項下第二句的全部內容，並以下文取代：

「HI類別的成立費用總計約為1,000美元，自成立日期起分五年攤銷。」

11. 更新關於印度股票基金的外國投資者註冊地位

- 11.1 根據印度證券交易委員會（「**印度證交會**」）的監管規定，印度股票基金於印度證交會的註冊已由外國機構投資者（FII）地位變更為外國證券組合投資者（FPI）地位。因此，在售股章程附錄一關於印度股票基金的相關列表的「投資目標」及「具體風險因素」各節，對於「外國機構投資者（「**FII**」）」及「FII」的現有提述應全部刪除，並分別以「外國證券組合投資者（「**FPI**」）」及「FPI」取代。
- 11.2 在售股章程附錄一關於印度股票基金的相關列表的「具體風險因素」一節，對於「1995年印度證券交易委員會外國機構投資條例」的現有提述應全部刪除，並以「2014年印度證券交易委員會（外國證券組合投資者）條例」取代。

12. 澄清總顧問及分銷商收費的支付

- 12.1 在售股章程第28頁，刪除第9.1節的第二句的全部內容並以下文取代：

「受適用的法律及規例允許的範圍內，總顧問及分銷商可全權酌情將其有權收取的全部或部分該等收費及費用支付予任何總顧問及分銷商絕對酌情釐定的投資者或其他分銷商或服務供應商或該等其他人士。」

13. 股份不再在盧森堡證券交易所上市

- 13.1 在香港說明文件第ii頁，刪除第三段第一句的全部內容。
- 13.2 在售股章程第127頁，刪除售股章程附錄二第1.4節第二句的全部內容。

14. 更新中國投資限制

- 14.1 在售股章程第2頁，刪除最後一段第一句的全部內容並以下文取代：

「現時擬定亞洲威力股息股票基金及中華威力基金可能投資於一些證券，而該等證券是禁止身為中國國民、居住在中國的個人或（如為公司或合夥業務）在中國註冊成立的公司或合夥業務或最終受益人為中國國民／居民的公司／合夥業務投資的。」

15. 英國有關歐盟的公投

15.1 2016年6月23日，英國以公投方式表決脫歐。因此，應在售股章程第13頁第5.3節後面加插下述一般風險因素：

「5.3a 英國脫歐導致的變動

2016年6月23日，英國透過公投方式表決脫歐，觸發政治、經濟及法律的不明朗因素。儘管該等不明朗因素大多直接影響英國和歐盟，但全球市場亦即時遭受重大干擾。市場干擾可對基金（如本公司及子基金）造成不利影響。英國和歐盟現時亦已進入監管方面的不明朗時期，因為將要在為期兩年的過渡期內磋商新的貿易及其他協議。這可能會在多個不同方面對本公司及子基金的投資組合公司帶來影響，而該等影響並不全部於退出的表決後立即顯現。若干子基金可能投資於在英國及／或歐盟擁有重大業務及／或資產的投資組合公司，任何該等公司均可受到新法律及監管環境的不利影響，不論以成本上升或其業務計劃執行受阻的形式。再者，英國表決脫歐可能增加歐盟其他成員國舉行同類公投的可能性，而這可導致更多成員國離開。任何其他成員國脫歐所帶來的不明朗因素，或該等退出的可能性，亦很有可能導致歐盟市場及更廣泛的全球經濟受干擾，以及在歐盟增添更多法律及監管不明朗因素。」

除上述修訂外，香港提呈發售文件的條文應繼續有效及具有約束力。

本公司各董事已作出一切合理的查証，以確保本附錄所含資料在一切重大方面均真實準確，沒有遺漏將會使本附錄所含任何事實或意見的陳述有誤導作用的任何其他重要事實。各董事對此承擔責任。

宏利環球基金董事會

MANULIFE GLOBAL FUND

SECOND ADDENDUM TO HONG KONG OFFERING DOCUMENT

September 2016

*No copy of the Prospectus dated 1 October 2015 (the “**Prospectus**”) and the Hong Kong Covering Document dated 1 October 2015 of Manulife Global Fund (the “**Company**”) (collectively, the “**Hong Kong Offering Document**”) (together with the Addendum dated 1 January 2016, the latest annual report and accounts and, if later, the most recent semi-annual report of the Company) may be distributed unless it is accompanied by this Addendum. This Addendum should, therefore, be read in conjunction with the Hong Kong Offering Document and the Addendum dated 1 January 2016 and together construed, as one document. Words and phrases used in this Addendum shall have the same meanings as are ascribed to them in the Hong Kong Offering Document.*

The Hong Kong Offering Document shall be varied as set out below, with immediate effect:–

1. Repeal by the Council of the EU of Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments

Directive 2003/48/EC was repealed by the Council of the EU with effect from 1 January 2016 and accordingly, the following updating changes shall be made to the Prospectus:

- 1.1 On page 2 of the Prospectus, the seventh to eleventh paragraphs shall be deleted in their entirety.
- 1.2 On pages 36 and 37 of the Prospectus, the second to sixth paragraphs under section 10.2.1 thereof shall be deleted in their entirety.
- 1.3 On pages 39 – 42 of the Prospectus, section 10.2.3 thereof shall be deleted in its entirety and sections 10.2.4, 10.2.5, 10.2.5.1 and 10.2.6 of the Prospectus shall be renumbered as sections 10.2.3, 10.2.4, 10.2.4.1 and 10.2.5 respectively.

2. Automatic exchange of information pursuant to OECD Common Reporting Standard

Pursuant to the “Common Reporting Standard” (“**CRS**”), the Organisation for Economic Co-operation and Development (OECD) has introduced a framework of rules aimed at implementing the automatic exchange of financial account information among participating states. Under CRS, Luxembourg funds, including the Company, will be obliged to collect certain information regarding the tax residency and tax classification of each investor and to report relevant financial information on shareholder accounts to the Luxembourg tax authorities, who intend to commence information sharing on certain cross border investors from participating jurisdictions in 2017. Accordingly, the following updating changes shall be made to the Prospectus:

- 2.1 On page 3 of the Prospectus, in the last paragraph the words “, in any country which is a participating jurisdiction from time to time under the OECD’s Common Reporting Standard for the Automatic Exchange of Information (a “**CRS Jurisdiction**”)” shall be inserted after the words “European Economic Area”.
- 2.2 On page 4 of the Prospectus, in the first paragraph the words “or any country other than a CRS Jurisdiction” shall be inserted after the words “United States of America”.

- 2.3 On page 4 of the Prospectus, in the second paragraph the words “or any country other than a CRS Jurisdiction” shall be inserted after the words “United States of America”.
- 2.4 On page 7 of the Prospectus, the following definition shall be inserted after the definition of “Net Asset Value” or “NAV” in section 1 thereof:

“**OECD**” means the Organisation for Economic Co-operation and Development.

3. Implementation of UCITS V Directive

Pursuant to Directive 2014/91/EU (the “**UCITS V Directive**”), the European Commission has introduced certain amendments to the current legislation governing UCITS (Directive 2009/65/EC). The general objective of such amendments is to increase protection and transparency for investors by focusing on the role and liability of depositaries, remuneration policies for management companies and self-managed SICAVs and a harmonisation of the administrative sanctions and other measures available to EU regulators for breaches in relation to UCITS.

Pursuant to the UCITS V Directive, the Company must establish a remuneration framework and associated policy in accordance with the principles set out in the UCITS V Directive as well as appoint a single authorised UCITS depositary. The appointed depositary will be responsible for oversight of the management of the Company, safekeeping of the Company’s assets, and monitoring of cash movement to and from the Sub-Funds. Accordingly, the following updating changes shall be made to the Prospectus:

- 3.1 All references to the terms “Custodian” and “custodian” throughout the Hong Kong Covering Document and the Prospectus shall be replaced in their entirety by the terms “Depositary” and “depositary”, respectively. For the avoidance of doubt, all references to the terms “sub-custodian” and “PRC Custodians” as used throughout the Prospectus shall remain unchanged.
- 3.2 On page 1 of the Prospectus, the following new paragraphs shall be added after the second paragraph:

“The Company has an established remuneration framework and associated policy in place (the “**Remuneration Policy**”) that is in accordance with the requirements of the 2010 Law. The Remuneration Policy aims to ensure that remuneration paid by the Company is in line with the business strategy, objectives, values and interests of the Company and to promote sound and effective risk management to avoid excessive risk taking which is inconsistent with the risk profile of the Company, the Prospectus or the Articles. At the date of this Prospectus, the Company pays a fixed remuneration to its identified staff and has not appointed a remuneration committee.

Details of the up-to-date Remuneration Policy, a description of how remuneration and benefits are calculated and the identity of persons responsible for awarding the remuneration and benefits are available under “MGF Remuneration Policy” on the website www.manulifeglobalfund.com. A paper copy of the Remuneration Policy is also available at the registered office of the Company.”

- 3.3 On page 6 of the Prospectus, the definition of “Custodian” as set out in section 1 thereof shall be deleted in its entirety.

- 3.4 On page 6 of the Prospectus, the following definition shall be inserted after the definition of “Dealing Day” in section 1 thereof:

“Depository” means Citibank Europe plc, Luxembourg Branch and its successors in title or such other entity as may be appointed as the depository of the Company and its Sub-Funds from time to time.

- 3.5 On page 22 of the Prospectus, the title and first paragraph of section 6.2 thereof shall be replaced in its entirety by the following:

“6.2 Depository, Administrator, Registrar and Paying Agent

6.2.1 The Depository and Paying Agent

Introduction and key duties

The Company has, under the terms of a Depository Services Agreement dated 3 August 2016 (effective 18 March 2016) (the “**Depository Agreement**”), engaged Citibank Europe plc, Luxembourg Branch (the “**Depository**”) as depository of the Company’s assets and to act as paying agent to collect subscription monies and to pay dividends and redemption proceeds. The Depository shall also be responsible for the oversight of the Company to the extent required by and in accordance with applicable law, rules and regulations. The Depository shall exercise the supervisory duties in accordance with applicable law, rules and regulations as well as the Depository Agreement.

The key duties of the Depository are to perform on behalf of the Company the depository duties referred to in the 2010 Law essentially consisting of:

- (i) monitoring and verifying the Company’s cash flows;
- (ii) safekeeping of the Company’s assets, including *inter alia* holding in custody financial instruments that may be held in custody and verification of ownership of other assets; and
- (iii) additional oversight duties as set out below:
 - a) ensuring that the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with the Articles of Incorporation, and applicable Luxembourg law, rules and regulations;
 - b) ensuring that the value of the Shares is calculated in accordance with the Articles of Incorporation, and applicable Luxembourg law, rules and regulations;
 - c) ensuring that in transactions involving the Company’s assets any consideration is remitted to the Company within the usual time limits;
 - d) ensuring that the Company’s income is applied in accordance with the Articles of Incorporation, and applicable Luxembourg law, rules and regulations; and
 - e) carrying out instructions from the Company unless they conflict with the Articles of Incorporation, or applicable Luxembourg law, rules and regulations.

As paying agent, Citibank Europe plc, Luxembourg Branch is responsible for the payment of dividends (if any) to the Shareholders. The Depositary shall in addition be responsible for the processing of the transfer of the redemption proceeds of the Shares.

Background of the Depositary and Paying Agent

Citibank Europe plc, Luxembourg branch, is the depositary of the Company.

The Depositary is a public limited company domiciled in Ireland with registered number 132781 whose registered office is at 1 North Wall Quay, Dublin 1. The Depositary conducts its principal business in Luxembourg from its office at 31, Z.A.I. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg. Its Luxembourg branch was established on 28 August 2015 and is registered with the *Registre de Commerce et des Sociétés* of Luxembourg under number B 0200204. Its Luxembourg branch is authorised to provide such services in accordance with the Luxembourg law of 5 April 1993 on the financial sector, as amended, and is specialised in fund custody and administration services.

The Depositary is authorised by the Central Bank of Ireland but in respect of its services as depositary in Luxembourg is regulated by the CSSF.

Delegation

Under the terms of the Depositary Agreement and in accordance with the 2010 Law, the Depositary has power to delegate certain of its depositary functions. A list of the delegates with whom the Depositary has entered into written agreements delegating the performance of its safekeeping function in respect of certain of the Fund's assets as well as any sub-delegates appointed is available under "Delegates and Sub-Delegates of the Depositary" at www.manulifeglobalfund.com. Such list may be updated from time to time. A complete list of all appointed delegates and sub-delegates may be obtained, free of charge and upon request, from the Depositary.

When delegating its safekeeping functions and in order to discharge its responsibility in this regard, the Depositary must exercise due skill, care and diligence in the selection, continued appointment and ongoing monitoring of a third party as a safekeeping agent so as to ensure that the third party has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned; maintain an appropriate level of supervision over the safekeeping agent; and make appropriate inquiries from time to time to confirm that the obligations of the agent continue to be competently discharged. The liability of the Depositary will not be affected by the fact that it has delegated to a third party certain of its safekeeping in respect of the Fund's assets.

Without prejudice to the section "Conflicts of Interest" below, from time to time actual or potential conflicts may arise between the Depositary and its delegates or sub-delegates, for example where an appointed delegate or sub-delegate is an affiliated group company which receives remuneration for another custodial service it provides to the Fund.

Included in the Depositary's conflict of interest policy are procedures to identify, manage and monitor on an on-going basis any actual or potential conflict of interest involving its delegates or sub-delegates.

The Depositary will ensure that any such delegates or sub-delegates who are its affiliates are appointed on terms which are not materially less favourable to the Fund than if the conflict or potential conflict had not existed.

In certain jurisdictions, where the local law requires that financial instruments are held by a local entity and no local entity satisfies the delegation requirements to which the Depositary is subject, the Depositary may delegate its functions to a local entity for as long as there are no local entities which satisfy the requirements. The Depositary will only do so where the Company has instructed it to do so and Shareholders are notified of such delegation prior to their investment, the reasons for it and the risks involved in the delegation.

Conflicts of Interest

Actual or potential conflicts of interest may also arise between the Fund or the Shareholders on the one hand and the Depositary on the other hand.

For example, such actual or potential conflict may arise because the Depositary is part of a legal entity or is related to a legal entity which provides other products or services to the Fund. In particular, depositary and administration services are provided by the same legal entity, Citibank Europe plc, Luxembourg Branch. In practice, however, the depositary and administration lines of business are functionally and hierarchically separated and operate on an arm's length basis. In addition, the Depositary may have a financial or business interest in the provision of such products or services, or receives remuneration for related products or services provided to the Fund, or may have other clients whose interests may conflict with those of the Fund or the Shareholders.

The Depositary and any of its affiliates may effect, and make a profit from, transactions in which the Depositary (or its affiliates, or another client of the Depositary or its affiliates) has (directly or indirectly) a material interest or a relationship of any description and which involves or may involve a potential conflict with the Depositary's duty to the Fund. This includes circumstances in which the Depositary or any of its affiliates or connected persons: acts as market maker in the investments of the Fund; provides broking services to the Fund and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the Fund; acts in the same transaction as agent for more than one client; has a material interest in the issue of the investments of the Fund; or earns profits from or has a financial or business interest in any of these activities.

The group-wide conflict of interest policy provides that Citi manages conflicts through various policies, procedures and/or processes, which may, depending upon the conflict, include prevention or avoidance of conflicts, or appropriate disclosures, establishing information barriers, restructuring transactions, products or processes, and/or changing compensation incentives.

The Depositary has a conflict of interest policy in place to identify, manage and monitor on an on-going basis any actual or potential conflict of interest. The Depositary has functionally and hierarchically separated the performance of its depositary tasks from its other potentially conflicting tasks. The system of internal controls, the different reporting lines, the allocation of tasks and the management reporting allow potential conflicts of interest and the Depositary issues to be properly identified, managed and monitored.

Up-to-date information on the identity of the Depositary, the description of its duties and of any safekeeping functions delegated by the Depositary, as well as related conflicts of interest may be requested from the Depositary by Shareholders.

Termination of the Depositary Agreement

The Depositary Agreement provides that it will continue in force unless and until terminated by either party giving not less than 90 days' prior written notice to the other, although termination may be immediate in certain circumstances, such as the insolvency of the Depositary. Upon the (envisaged) removal or resignation of the Depositary, the Company shall with due observance of the applicable requirements of the CSSF and in accordance with applicable law, rules and regulations, appoint a successor depositary. The Depositary may not be replaced without the approval of the CSSF.

Liability of the Depositary

The Depositary is liable to the Company or to the Shareholders for the loss by the Depositary or a third party to whom the custody of financial instruments that can be held in custody has been delegated. In the case of such a loss of a financial instrument held in custody, the Depositary shall return a financial instrument of identical type or the corresponding amount to the Company without undue delay. The Depositary is not liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Depositary is also liable to the Company or the Shareholders for all losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfill its obligations. The Depositary Agreement contains indemnities in favour of the Depositary excluding matters arising by reason of its failure to satisfy its obligation of due skill, care and diligence, or by reason of its negligence, intentional failure or fraud.

Other provisions of the Depositary Agreement

The Depositary Agreement is governed by the laws of Luxembourg and the courts of Luxembourg shall have exclusive jurisdiction to hear any disputes or claims arising out of or in connection with the Depositary Agreement.

6.2.2 The Administrator and Registrar"

- 3.6 On page 32 of the Prospectus, in the first paragraph of section 9.2, the term "custodian fee" shall be replaced in its entirety by "fee".
- 3.7 In the relevant tables appearing in Appendix I of the Prospectus in respect of each of the Russia Equity Fund and the Turkey Equity Fund, paragraph (g) under the section thereof entitled "Specific Risk Factors" shall be deleted in its entirety and replaced with the following:

"(g) **Custodial Risk:** The Depositary may appoint directly or indirectly sub-custodians in local markets for the purposes of the safekeeping of assets in those markets.

Notwithstanding the exercise by the Depositary of due skill, care and diligence in choosing and appointing sub-custodians and undertaking an appropriate level of supervision and enquiry on an ongoing basis into the discharge of the obligations of the sub-custodian and subject to the Depositary's liability to the Sub-Fund and its underlying shareholders, pursuant to the Depositary Agreement and as outlined in section 6.2 of the Prospectus, there can be no assurance that losses will not arise to the Sub-Fund from the actions or inactions of such sub-custodians, particularly since regulation and standards of administration in the markets in which the Sub-Fund may invest are under-developed and not of the standard experienced in most industrialised economies."

- 3.8 In the relevant table appearing in Appendix I of the Prospectus in respect of the Russia Equity Fund, paragraph (h) under the section thereof entitled "Specific Risk Factors" shall be deleted in its entirety and replaced with the following:

"(h) **Depositary Risk:** In the market of Russia, the Company and the Sub-Fund may invest certain assets which are held only by a central depositary for the relevant assets. Subject to and without prejudice to the Depositary's liability to the Sub-Fund and its underlying shareholders pursuant to the Depositary Agreement and as outlined in section 6.2 of the Prospectus, the Depositary shall not be liable to the Sub-Fund or its underlying shareholders for any loss caused by the actions or inactions of any depositaries."

- 3.9 In the relevant table appearing in Appendix I of the Prospectus in respect of the Turkey Equity Fund, paragraph (h) under the section thereof entitled "Specific Risk Factors" shall be deleted in its entirety and replaced with the following:

"(h) **Depositary Risk:** In the market of Turkey the Company and the Sub-Fund may invest certain assets which are held only by a central depositary for the relevant assets. Subject to and without prejudice to the Depositary's liability to the Sub-Fund and its underlying shareholders pursuant to the Depositary Agreement and as outlined in section 6.2 of the Prospectus, the Depositary shall not be liable to the Sub-Fund or its underlying shareholders for any loss caused by the actions or inactions of any depositaries."

- 3.10 On page 152 of the Prospectus, section 8.1 of Appendix II of the Prospectus shall be deleted in its entirety and replaced with the following:

"8.1 Depositary Services Agreement dated 3 August 2016 between the Company and Citibank Europe plc, Luxembourg Branch (as varied from time to time between the same parties)."

4. Removal of Investment Adviser in respect of the India Equity Fund

- 4.1 The reference to Kotak Mahindra (UK) Limited (the Investment Adviser to the Investment Manager of the India Equity Fund) and its contact details that appear on page 10 of the Prospectus shall be deleted in their entirety and should be ignored.
- 4.2 The section entitled "Investment Adviser" in the relevant table in Appendix I which relates to the India Equity Fund shall be deleted in its entirety and should be ignored.

5. Creation of Class I3 Shares for the Taiwan Equity Fund and Class S Shares for the Global Equity Fund and Update of Share Classes pending initial subscription

5.1 On pages 27 – 29 of the Prospectus, the table appearing in section 8.2.7 thereof shall be deleted in its entirety and replaced with the following table to reflect the addition of Class I3 Shares for the Taiwan Equity Fund, addition of Class S Shares for the Global Equity Fund and update of Share Classes pending initial subscription:–

Name of Share Class	Initial Charge	Initial Subscription Price (per Share)
<ul style="list-style-type: none"> • Class AA Shares of:– <ul style="list-style-type: none"> – ASEAN Equity Fund – Canadian Equity Fund – Dragon Growth Fund – Global Income Opportunities Fund 	Up to 5% of the relevant subscription price	US\$1.00
<ul style="list-style-type: none"> • Class AA (HKD) Shares of:– <ul style="list-style-type: none"> – Asia Total Return Fund – Global Contrarian Fund – Global Income Opportunities Fund – Strategic Income Fund 		HK\$10.00
<ul style="list-style-type: none"> • Class AA (CAD) Shares of:– <ul style="list-style-type: none"> – Canadian Equity Fund 		CDN\$1.00
<ul style="list-style-type: none"> • Class AA (AUD Hedged), Class AA (CAD Hedged) Shares of:– <ul style="list-style-type: none"> – Asian Small Cap Equity Fund – Global Contrarian Fund – Global Property Fund 		Class AA (AUD Hedged): A\$1.00 Class AA (CAD Hedged): CDN\$1.00
<ul style="list-style-type: none"> • Class AA Inc Shares of:– <ul style="list-style-type: none"> – Global Income Opportunities Fund – Strategic Income Fund 		US\$1.00
<ul style="list-style-type: none"> • Class AA (HKD) Inc Shares of:– <ul style="list-style-type: none"> – Global Income Opportunities Fund – Strategic Income Fund – U.S. Special Opportunities Fund 		HK\$10.00
<ul style="list-style-type: none"> • Class AA (AUD Hedged), Class AA (CAD Hedged), Class AA (AUD Hedged) Inc, Class AA (CAD Hedged) Inc Shares of:– <ul style="list-style-type: none"> – Asia Total Return Fund – Strategic Income Fund – U.S. Bond Fund – U.S. Special Opportunities Fund 		Class AA (AUD Hedged)/AA (AUD Hedged) Inc: A\$1.00 Class AA (CAD Hedged)/AA (CAD Hedged) Inc: CDN\$1.00

<ul style="list-style-type: none"> • Class I2 Shares of:– – American Growth Fund – Asian Small Cap Equity Fund – Asia Total Return Fund – U.S. Special Opportunities Fund – U.S. Treasury Inflation-Protected Securities Fund 	Up to 5% of the relevant subscription price	US\$1.00
<ul style="list-style-type: none"> • Class I2 SGD Hedged Shares of:– – Asia Total Return Fund – Strategic Income Fund 		S\$1.00
<ul style="list-style-type: none"> • Class S Shares of:– – Canadian Equity Fund – Global Equity Fund 		S\$1.00
<ul style="list-style-type: none"> • Class S Hedged Shares of:– – Asia Total Return Fund 	Up to 3.5% of the relevant subscription price	S\$1.00
<ul style="list-style-type: none"> • Class I Shares of:– – Canadian Equity Fund – Global Income Opportunities Fund – Global Property Fund – Global Resources Fund – U.S. Small Cap Equity Fund – U.S. Treasury Inflation-Protected Securities Fund 	Currently, no initial charge will be imposed	US\$1.00
<ul style="list-style-type: none"> • Class I3 Shares of:– – ASEAN Equity Fund – Asian Small Cap Equity Fund – Dragon Growth Fund – Global Equity Fund – India Equity Fund – Strategic Income Fund – Taiwan Equity Fund 		US\$1.00

5.2 On page 43 of the Prospectus, the first table appearing in Appendix I thereof shall be updated to insert a new Class I3 for the Taiwan Equity Fund and a new Class S for the Global Equity Fund.

5.3 The following information regarding Class I3 Shares for Taiwan Equity Fund shall be inserted into the relevant table appearing in Appendix I of the Prospectus in respect of the Taiwan Equity Fund:–

Class	I3
Currency of Denomination	USD
Distribution Frequency	Annual
Minimum Initial Investment	N/A
Minimum Holding	N/A

Minimum Subsequent Investment	N/A
Initial Charge	N/A
Switching Charge	Up to 1% of the Net Asset Value of the shares being switched
Redemption Charge	N/A
Management Fee (as a % p.a. of the NAV)	To be separately agreed with the relevant Manulife Entity
Performance Fee	N/A
Formation Expenses	No formation expenses have been specifically attributed to the Class I3 Shares of Taiwan Equity Fund.

- 5.4 The following information regarding Class S Shares for Global Equity Fund shall be inserted into the relevant table appearing in Appendix I of the Prospectus in respect of the Global Equity Fund:–

Class	S
Currency of Denomination	SGD
Distribution Frequency	Annual
Minimum Initial Investment	S\$1,000 (or the equivalent in any other Major Currency)
Minimum Holding	S\$1,000*
Minimum Subsequent Investment	S\$100 (or the equivalent in any other Major Currency)
Initial Charge	Up to 5% of subscription amount
Switching Charge	Up to 1% of the total Redemption Price payable on redeemed Shares
Redemption Charge	N/A
Management Fee (as a % p.a. of the NAV)	1.50%
Performance Fee	N/A
Formation Expenses	No formation expenses have been specifically attributed to the Class S Shares of Global Equity Fund.

6. Change of Address of Manulife Asset Management (Europe) Limited, Manulife Asset Management (US) LLC and Manulife Asset Management (Hong Kong) Limited

- 6.1 All existing references to the address of Manulife Asset Management (Europe) Limited appearing on pages 3 and 9 in the Prospectus shall be deleted and replaced with the new address at 18 St. Swinburn's Lane, London EC4N 8AD, United Kingdom.

- 6.2 The existing reference to the address of Manulife Asset Management (US) LLC appearing on page 9 in the Prospectus shall be deleted and replaced with the new address at 197 Clarendon Street, Boston, MA 02116, United States of America.
- 6.3 The existing references to the address of the Hong Kong Distributor / Manulife Asset Management (Hong Kong) Limited appearing on pages iii, xii and xiii in the Hong Kong Covering Document and on page 10 in the Prospectus shall be deleted and replaced with the new address at 16th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong SAR.

7. Change of Address of Directors and Conducting Person

- 7.1 The existing references to the address of each of Yeo Hui Chin and Philip Witherington appearing on page 9 in the Prospectus shall be deleted and replaced with their new address at 10th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong SAR.
- 7.2 All existing references to the address of Gianni Fiacco appearing on page 9 in the Prospectus shall be deleted and replaced with his new address at 16th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong SAR.

8. Change of Address of Hong Kong Representative

- 8.1 The existing references to the address of the Hong Kong Representative appearing on pages iii and xii in the Hong Kong Covering Document shall be deleted and replaced with its new address at 50th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong SAR.

9. Removal of Class J Shares of the Strategic Income Fund

- 9.1 On page 36 of the Prospectus, the sixth paragraph under section 10.1 thereof shall be deleted in its entirety and replaced with the following:–

“Under normal circumstances, an interim dividend will be declared in respect of Class J Shares for the Asia Total Return Fund after the end of each calendar quarter and paid within three weeks of such declaration. The amount of dividends (if any) is not guaranteed.”

- 9.2 On page 43 of the Prospectus, the first table appearing in Appendix I thereof shall be updated to remove Class J for the Strategic Income Fund.
- 9.3 In the relevant table appearing in Appendix I of the Prospectus in respect of the Strategic Income Fund, all information in relation to Class J Shares including the fifth sentence under the section thereof entitled “Formation Expenses” shall be deleted in its entirety.

10. Removal of Class HA, Class HC and Class HI Shares (other than Class HI Shares of China Value Fund)

- 10.1 The existing references to “Class HA” and “Class HC” (but not “Class HI”) appearing on (a) page 24 of the Prospectus in the second paragraph under section 8.1 thereof, (b) appearing on page 34 of the Prospectus in the first paragraph under section 9.5.1 thereof, (c) on page 35 of the Prospectus in the fourth paragraph under section 10.1 thereof, (d) on page 36 of the Prospectus in the first paragraph under section 10.2.1 thereof and (e) on page 38 of the Prospectus in the fifth and ninth paragraphs under section 10.2.2.2 thereof, shall be deleted in their entirety and should be ignored.

- 10.2 The existing references to “HA” and “HC” (but not “HI”) appearing on page 32 of the Prospectus in the second paragraph under section 9.4.2.1 thereof shall be deleted in their entirety and should be ignored.
- 10.3 Subject to the above, all references otherwise to “Class HA”, “Class HC”, “Class HI”, “HA”, “HC” or “HI”, except on page 11 of the Prospectus in the second bullet under the second paragraph of section 3.1 thereof and where in respect of Class HI Shares of the China Value Fund, appearing in the Prospectus (including the sections in the relevant tables in Appendix I to the Prospectus relating to such Classes), shall be deleted in their entirety and should be ignored, and on page 43 of the Prospectus, the first table appearing in Appendix I thereof shall be updated accordingly.
- 10.4 In the relevant table appearing in Appendix I of the Prospectus in respect of the China Value Fund, the second sentence under the section thereof entitled “Formation Expenses” shall be deleted in its entirety and replaced with the following:–

“Formation expenses of Class HI amounted to approximately US\$1,000 in aggregate and are amortised over a 5-year period commencing from the inception date.”

11. Update of Foreign Investor Registration Status in respect of India Equity Fund

- 11.1 Pursuant to Securities and Exchange Board of India (“SEBI”) regulatory requirements, the registration of the India Equity Fund with SEBI has converted from Foreign Institutional Investor (FII) status to Foreign Portfolio Investor (FPI) status. Accordingly, the existing references to “Foreign Institutional Investor (“FII”)” and “FII” in the sections entitled “Investment Objective” and “Specific Risk Factors” in the relevant table in Appendix I of the Prospectus in respect of India Equity Fund shall be deleted in their entirety and replaced with “Foreign Portfolio Investor (“FPI”)” and “FPI”, respectively.
- 11.2 The existing reference to “The Securities and Exchange Board of India Foreign Institutional Investors Regulation, 1995” in the section entitled “Specific Risk Factors in the relevant table in Appendix I of the Prospectus in respect of the India Equity Fund shall be deleted in its entirety and replaced with “the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014”.

12. Clarification of Payment of Fees and Charges by the General Adviser and Distributor

- 12.1 On page 32 of the Prospectus, the second sentence in section 9.1 thereof shall be deleted in its entirety and replaced with the following:–

“The General Adviser and Distributor may, in its sole discretion, pay all of or part of such fees and charges to which it is entitled, to any investors or other distributors or service providers or such other persons as the General Adviser and Distributor may determine, at its absolute discretion, and to the extent permitted by applicable laws and regulations.”

13. Cessation of Listing of Shares on the Luxembourg Stock Exchange

- 13.1 On page ii of the Hong Kong Covering Document, the first sentence of the third paragraph shall be deleted in its entirety.
- 13.2 On page 142 of the Prospectus, the second sentence in section 1.4 of Appendix II of the Prospectus shall be deleted in its entirety.

14. Update of PRC Investment Restriction

- 14.1 On page 3 of the Prospectus, the first sentence of the first paragraph shall be deleted in its entirety and replaced with the following:–

“It is intended that the Asia Value Dividend Equity Fund and China Value Fund may invest in securities that are prohibited to individuals who are nationals of the PRC, who reside in the PRC or who (if a corporation or partnership) are incorporated in the PRC or corporations/partnerships whose ultimate beneficiaries are nationals of/residents in the PRC.”

15. United Kingdom referendum on the EU

- 15.1 On 23 June 2016, the United Kingdom voted by way of referendum to exit from the EU. Accordingly, the following general risk factor shall be inserted on page 14 of the Prospectus after section 5.3 thereof:–

“5.3a Changes resulting from the United Kingdom’s exit from the EU

On 23 June 2016, the United Kingdom voted, via referendum, to exit from the EU, triggering political, economic and legal uncertainty. While such uncertainty most directly affects the United Kingdom and the EU, global markets suffered immediate and significant disruption. Market disruption can negatively impact funds such as the Company and the Sub-Funds. The United Kingdom and EU are also entering a period of regulatory uncertainty, as new trade and other agreements are negotiated during a two-year transition period. This may impact the Company and the portfolio companies of the Sub-Funds in a variety of ways, not all of which are readily apparent immediately following the exit vote. Certain of the Sub-Funds may have investments in portfolio companies with significant operations and/or assets in the United Kingdom and/or the EU, any of which could be adversely impacted by the new legal and regulatory environment, whether by increased costs or impediments to the implementation of its business plan. Further, the vote by the United Kingdom to exit the EU may increase the likelihood of similar referenda in other member countries of the EU, which could result in additional departures. The uncertainty resulting from any further exits from the EU, or the possibility of such exits, would also be likely to cause market disruption in the EU and more broadly across the global economy, as well as introduce further legal and regulatory uncertainty in the EU.”

Save as varied above, the provisions of the Hong Kong Offering Document shall remain valid and in effect.

The Directors of the Company have taken all reasonable care to ensure that the information contained in this Addendum is true and accurate in all material respects and that no other material facts have been omitted which would make misleading any statement of fact or opinion contained in this Addendum and accept responsibility accordingly.

The Board

Manulife Global Fund