HSBC Global Liquidity Funds plc

Prospectus

26 February 2014

HSBC Global Asset Management

HSBC GLOBAL LIQUIDITY FUNDS PLC

An Umbrella Fund with Segregated Liability between the Sub-Funds

A Company incorporated with limited liability as an open-ended umbrella investment company with variable capital and segregated liability between the Sub-Funds under the laws of Ireland with registered number 306643 and authorised under the European Communities (Undertakings for Collective Investments in Transferable Securities) Regulations 2011 (S.I. No. 352 of 2011) as amended or superseded

PROSPECTUS

FOR

HSBC Sterling Liquidity Fund

HSBC US Dollar Liquidity Fund

HSBC Euro Liquidity Fund

HSBC Canadian Dollar Liquidity Fund

HSBC Hong Kong Dollar Liquidity Fund

HSBC US Treasury Liquidity Fund

and

HSBC Euro Government Liquidity Fund

Date: 26th February 2014

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IMPORTANT INFORMATION

THIS DOCUMENT IS IMPORTANT; IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, OR AN INDEPENDENT FINANCIAL ADVISER.

This document amends and restates the prospectus dated 7 November 2008, as amended and supplemented issued by the Company in connection with the authorisation by the Central Bank under the UCITS Regulations and the listing of its Shares on the Irish Stock Exchange.

Notwithstanding the investment objective of each Fund, it should be appreciated that the value of the Shares may go down as well as up. Details of certain investment risks for an investor are set out under "Risk Warnings".

The Directors of the Company whose names appear in Part Two, accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

Certain terms used in this Prospectus are defined in this document.

The Company is an investment company, with variable capital and segregated liability between the Funds, incorporated under the laws of Ireland and authorised in Ireland as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended, supplemented, consolidated or superseded from time to time including any conditions that may from time to time be imposed thereunder by the Central Bank. Such authorisation is not an endorsement or guarantee of the Company by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus. The authorisation of the Company by the Central Bank shall not constitute a warranty as to the performance of the Company and the Bank shall not be liable for the performance or default of the Company.

The Company has segregated liability between its Funds and accordingly any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund.

The Company is constituted as a variable capital umbrella investment company. A separate portfolio of assets will be maintained in relation to each Fund of the Company. Each Fund may issue different classes of Shares, which may have different objectives and fee structures, further details of which will be contained in the relevant offer documents.

The Shares in the following funds of the Company are listed on the Irish Stock Exchange:-

HSBC Sterling Liquidity Fund
HSBC US Dollar Liquidity Fund
HSBC Euro Liquidity Fund
HSBC Canadian Dollar Liquidity Fund

This Prospectus constitutes Listing Particulars (the Listing Particulars) for the purposes of the application to be admitted to the Official List and to trading on the Main Market of the Irish Stock Exchange following the close of the Initial Offer Period of the A Shares, B Shares, C Shares, D Shares and Z Shares in respect of the following funds of the Company on the Irish Stock Exchange. The directors do not anticipate that a secondary market will develop in relation to the Shares in these Funds:-

HSBC Hong Kong Dollar Liquidity Fund
HSBC Euro Government Liquidity Fund

Neither the admission of the Shares in the above funds to the Official List and to trading on the Main Market of the Irish Stock Exchange nor the approval of this document pursuant to the listing particulars requirements of the Irish Stock Exchange shall constitute a warranty or representation by the Irish Stock Exchange as to the competence of the service providers or to any other party connected with the Company, the above Funds, the adequacy of information contained in this document or the suitability of the Company, or the above funds for investment purposes.

The distribution of this Prospectus and the offering or purchase of Shares may be restricted in certain jurisdictions. No persons receiving a copy of this Prospectus or the accompanying application form in any such jurisdiction may treat this Prospectus or such application form as constituting an invitation to them to subscribe for Shares, nor should they in any event use such application form unless, in the relevant jurisdiction, such an invitation could lawfully be made to them and such application form could lawfully be used without compliance with any registration or other legal requirement. Accordingly, this Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to apply for Shares, pursuant to this Prospectus or the accompanying application form, to inform themselves of, and to observe all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Shares should inform themselves as to the legal requirements of so applying and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence or domicile.

Distribution of this Prospectus is not authorised in any jurisdiction after publication of the latest annual report and audited accounts of the Company unless accompanied by a copy of such report and audited accounts or the then latest published annual report and audited accounts of the Company and, if published after such report or annual report, a copy of the latest semi-annual report and unaudited accounts. Such reports and this Prospectus together form the prospectus for the issue of Shares in the Company.

The Company is a recognised collective investment scheme in the United Kingdom for the purposes of Section 264 of the Financial Services and Markets Act, 2000 (the “FSMA”).

This Prospectus is being issued by the Company and the Directors of the Company are responsible for its contents, wherever issued.

The Shares in the Fund have not been and will not be registered under the United States Securities Act of 1933 (the “Securities Act”) or under the securities laws of any state and the Fund has not been and will not be registered under the Investment Company Act 1940 (the “Investment Company Act”). This document may not be distributed, and the Shares in the Fund may not be offered or sold within the United States or to United States Persons, except in a transaction not subject to, or pursuant to an exemption from, the registration requirements of the Securities Act and any applicable state securities laws and which would not require the Fund to register under the Investment Company Act.

The term “US Person” shall have the meaning ascribed to such term in Regulation S under the Securities Act.

This Prospectus does not constitute, and may not be used for, a solicitation of an offer to buy shares in Canada by any party, with the exception of the HSBC Global Asset Management (Canada) Limited.

The Articles of Association of the Company give powers to the Directors to impose restrictions on the holding of Shares by or the transfer of Shares to a United States Person (unless permitted under certain exceptions under the laws of the United States) or by any person who by virtue of his holding might, in the opinion of the Directors, cause or be likely to cause the Company or any relevant Fund some pecuniary or tax disadvantage.

Shareholders in the UK shall have no right (under the Financial Services Authority's Conduct of Business sourcebook, section 15.2) to cancel or withdraw an offer to enter into the investment agreement constituted by the acceptance by or on behalf of the Company of an application for Shares. In addition, such applicants should note that investment in a relevant Fund will not be covered by the provisions of the FSMA for the protection of investors. The Company is not an authorised person under the Act and investors are not therefore protected by the Financial Services Compensation Scheme.

Shares are offered only on the basis of the information contained in this Prospectus. Any further information or representation given or made by any dealer, salesman or other person should be disregarded and accordingly should not be relied upon. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares shall, under any circumstances, constitute a representation that the information given in this Prospectus is correct as of any time subsequent to the date of this Prospectus. Statements made in this Prospectus are based on the law and practice currently in force in Ireland and are subject to changes therein.

This Prospectus should be read in its entirety before making any application for Shares.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Memorandum and Articles of Association of the Company.

HSBC Holding Plc ("HSBC") is regulated by the Federal Reserve in the United States as a Financial Holding Company ("FHC") under the Bank Holding Company Act (including the rules and regulations promulgated thereunder) ("BHCA"). As an FHC, the activities of HSBC and its affiliates are subject to certain restrictions imposed by the BHCA. Although it does not own a majority of the outstanding shares of the Company (the "Board" or the "Directors"), given, among other factors, the composition of the Board of Directors of the Company, HSBC may be deemed to "control" the Company within the meaning of the BHCA.

Accordingly, the BHCA may restrict the transactions and relationships between the Investment Advisers, the Directors, HSBC and their affiliates, on the one hand, and the Company, on the other hand, and may restrict the investments and transactions by, and the operations of, the Company. For example, the BHCA may, among other things (i) restrict a sub-fund's ability to make certain investments or the size of certain investments and (ii) impose a maximum holding period on some or all of the investments of a sub-fund. In addition, the BHCA may require aggregation of the positions owned, held or controlled by related entities for the determination of the control concept.
Thus, in certain circumstances positions held by HSBC and its affiliates (including the Investment Advisers) for client and proprietary accounts may need to be aggregated with positions held by each sub-fund. In this case, where BHCA imposes a cap on the amount of a position that may be held, HSBC may utilize available capacity to make investments for its proprietary accounts or for the accounts of other clients, which may require a sub-fund to limit and/or liquidate certain investments, provided that any such liquidation would be executed in compliance with applicable law and in a manner consistent with the best interests of the shareholders of each sub-fund. Investors should also refer to Section 2.17 "Conflicts of Interest" below.

These restrictions may materially adversely affect the sub-funds of the Company by, among other things, affecting the Investment Adviser's ability to trade in certain securities if such securities are subject to the BHCA trading limitations discussed above or imposing additional restrictions on the sub-fund. Moreover, there can be no assurance that the bank regulatory requirements applicable to HSBC and the Company as the case may be, will not change, or that any such change will not have a material adverse effect on the investments and/or investment performance of the sub-funds. Subject to applicable law, HSBC and the Company may in the future, undertake such actions as they deem reasonably necessary (consistent with the best interests of the shareholders of the sub-funds) in order to reduce or eliminate the impact or applicability of any bank regulatory restrictions on (i) HSBC or (ii) the Company and its sub-funds.

SUMMARY

The Company

The Company is a variable capital company established in Ireland. A separate portfolio of assets will be maintained in relation to each Fund of the Company. In addition, the Shares in each Fund may be divided into a number of different classes.

Shares are being offered in the HSBC Sterling Liquidity Fund, the HSBC US Dollar Liquidity Fund, the HSBC Euro Liquidity Fund, the HSBC Canadian Dollar Liquidity Fund, the HSBC Hong Kong Dollar Liquidity Fund, the HSBC US Treasury Liquidity Fund and the HSBC Euro Government Liquidity Fund; see Part One for further details. The Directors may add other Funds and classes of Shares in the future, with the prior approval of the Central Bank.

A Supplement containing details of any new Fund or class of Shares will be issued by the Directors at the time of the creation of such Fund or class of Shares.

Subscriptions and Minimum Holdings

The minimum initial investment, additional investment and minimum holdings in any Fund or class of Shares will be determined by the Directors at the time of the creation of a Fund or class of Shares. This amount may be increased or decreased at the Directors discretion. See Part One for further details.

Share Dealing

Shares can normally be purchased or sold on any Business Day. See Part One for further details.

Pricing

There is a single price for buying and selling Shares in a Fund. This is represented by the Net Asset Value per Share of the relevant class of Shares of the relevant Fund. For the Liquidity Funds prices for A Shares, B Shares and Z Shares will be quoted to two decimal places, and prices for C Shares and D Shares may be quoted up to sixteen decimal places. A sales charge may be added to purchases. A Redemption Fee of up to 3% of the Net Asset Value per share may, at the discretion of the Directors, be deducted from the redemption proceeds on any Dealing Day in exceptional circumstances, for further details please refer to the Redemptions section in Part One.

Valuation Point

The Net Asset Value per Share of each Fund will be calculated at the relevant Valuation Point for each Fund; see Part One for further details.

Base Currency and Denomination

The base currency of each Fund and the denomination of each class of Shares will be determined by the Directors at the time of creation of a Fund or class of Shares; see Part One for further details.

Dividend Policy

The dividend policy for each class of Shares will be determined by the Directors; see Part One for further details.

Reporting Currency

For the purposes of the compilation of the semi-annual and annual report and accounts of the Company, the reporting currency for each Fund will be Sterling.

Charges and Expenses

The Company will pay a fee to the Global Service Provider. The Global Service Provider shall discharge all other expenses of the Company out of its fees; see Part One for further details.

Stock Exchange Listing

A Shares in the HSBC Sterling Liquidity Fund were listed on the Irish Stock Exchange on 2 September 1999. A Shares in the HSBC US Dollar Liquidity Fund were listed on the Irish Stock Exchange on 21 November, 2000. B Shares in the HSBC Sterling Liquidity Fund and in the HSBC US Dollar Liquidity Fund were listed on the Irish Stock Exchange on 14 May, 2001. A Shares and B Shares in the HSBC Euro Liquidity Fund were listed on the Irish Stock Exchange on 14 May, 2001. C Shares and D Shares in the HSBC Sterling Liquidity Fund, the HSBC US Dollar Liquidity Fund and the HSBC Euro Liquidity Fund were listed on the Irish Stock Exchange on 11 March, 2002. Z Shares of the Canadian Dollar Liquidity Fund were listed on the Irish Stock Exchange on 1 September 2008.

Application has been made for the A Shares, B Shares, C Shares, D Shares and Z Shares of the HSBC Hong Kong Dollar Liquidity Fund and the HSBC Euro Government Liquidity Fund to be admitted to the Official List and to trading on the Main Market of the Irish Stock Exchange.

Rating

The Liquidity Funds propose to invest in short-term transferable securities which at the time of purchase have a credit rating of at least A-1/P-1 (or its equivalent) from a recognised credit rating agency such as Standard & Poor's. In addition, it is the current intention of the Directors to arrange for each Liquidity Fund to maintain a “Triple A” rating from at least one of the most recognised rating agencies. The Directors will ensure that each of the Liquidity Funds will invest in securities which are consistent with maintaining this rating.

See Part One for further details.

Classification

For the purposes of the European Securities and Markets Authority's guidelines on a common definition for money market funds each Fund shall be classified as a short-term money market fund.

Investment Objective and Policies of the Fund

The Liquidity Funds will seek to provide investors with security of capital, a competitive investment return and liquidity by investing in a diversified portfolio of short term securities, instruments and obligations which the relevant Investment Manager considers to be of high quality.

Investment Manager

The Investment Manager for each Fund is set out in Part One which contains particulars of each Fund.

Administrator

BNY Mellon Fund Services (Ireland) Limited (the "**Administrator**") serves as the Company's Administrator and provides fund accounting and net asset value calculations for the Company.

Custodian

BNY Mellon Trust Company (Ireland) Limited (the "**Custodian**") serves as custodian to the Company. The Custodian has appointed the Bank of New York Mellon as its global sub-custodian and may appoint other sub-custodians, from time to time.

Profile of a Typical Investor

The Funds are designed for investors seeking security of capital and daily liquidity together with an investment return comparable to normal money market interest rates.

Shares in the Company are available to corporations, banks, broker dealers, custodians, fund managers, pension funds, charities, local authorities and other institutions that seek investment of short-term funds for their own accounts or for the accounts of their customers.

Taxation

The Directors have been advised that the Company will only be subject to Irish tax on chargeable events in respect of Shareholders who are Irish Persons. For so long as no Irish Person holds Shares in the Company, the Company will not be liable to Irish tax on any income and capital gains arising and distributions by the Company will not be liable to any Irish withholding tax. Shareholders who are not Irish Persons will not have a liability to Irish tax on any income or capital gains arising and should have no liability to Irish tax on gifts or inheritances of Shares. No Irish taxes are payable on subscription, transfer or repurchase of Shares by or from Shareholders who are not Irish Persons. If any Irish Persons acquire Shares in the Company this will not result in any Irish tax liability for Shareholders who are not Irish Persons. As regards the Irish tax position of the Company, if any Irish Persons acquire Shares in the Company, the Company will be entitled to be reimbursed for any Irish tax liability arising as a result of a chargeable event, once the appropriate deductions and appropriation procedures are adhered to, details of which are contained in the section entitled "Taxation". United Kingdom taxation is also discussed in this section.

DEFINITIONS

In this Prospectus: -

1990 Act	means the Companies Act 1990;
2005 Act	means the Investment Funds, Companies and Miscellaneous Provisions Act 2005;
Administrator	means BNY Mellon Fund Services (Ireland) Limited or such other person from time to time appointed by the Company as the administrator of the Company and in accordance with the requirements of the Central Bank Notices;
Administration Agreement	means the agreement dated 20 August, 1999 between the Company and the Administrator as amended, supplemented or otherwise modified from time to time;
Agent	means Bank of New York Mellon Singapore or such other person from time to time appointed by the Company as the agent of the Company and in accordance with the requirements of the Central Bank Notices;
Articles or Articles of Association	means the Articles of Association of the Company;
A Shares	means the A ordinary Shares in a Fund;
Base Currency	means the currency of account of a Fund as determined by the Directors at the time of the creation of a Fund;
Business Day	in relation to a Fund has the meaning set out in Part One. Business days for new funds will be decided by the Directors at the time of the creation of such funds;
B Shares	means the B ordinary Shares in a Fund;
Central Bank	means the Central Bank of Ireland or any successor authority;
Central Bank Notices	means the notices and guidelines issued by the Central Bank in relation to a UCITS from time to time;
Company	means HSBC Global Liquidity Funds plc;
Companies Acts	means the Irish Companies Act 1963 to 2012 (as amended, consolidated or supplemented from time to time);
Custodian	means BNY Mellon Trust Company (Ireland) Limited or such other person from time to time appointed by the Company as the custodian of the Company and with the prior approval of the Central Bank;
Custodian Agreement	means the agreement dated 20 August, 1999 between the Company and Allied Irish Banks plc (as novated in favour of the Custodian by a novation agreement dated 21 December, 2001) and as amended, supplemented or otherwise modified from time to time;
C Shares	means the C ordinary Shares in a Fund;

Dealing Day	means every Business Day;
Dealing Deadline	in relation to a Fund has the meaning set out in Part One which may be altered on prior notification to Shareholders and with the consent of the Custodian and Administrator;
Directors	means the directors of the Company for the time being and any duly constituted committee thereof;
Dollar or US$ or $	means the United States Dollar, the lawful currency of the United States of America and includes any successor currency;
D Shares	means the D ordinary Shares in a Fund;
ESMA	means European Securities and Markets Authority;
EU	means the European Union;
EU Member State	means a member state of the EU;
Euro or EUR or €	means the European currency unit;
FATCA	means Foreign Account Tax Compliance Act;
Foreign Person	means (i) a person who is neither resident or ordinarily resident in Ireland for tax purposes who has provided the Company with the appropriate declaration under Schedule 2B of the TCA and the Company is not in possession of any information that would reasonably suggest that the declaration is incorrect or has at any time been incorrect, or (ii) the Company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to have been provided with such declaration is deemed to have been complied with in respect of that person or class of Shareholder to which that person belongs, and that approval has not been withdrawn and any conditions to which that approval is subject to have been satisfied;
FCA	means The Financial Conduct Authority, a company incorporated in the United Kingdom;
Fund or Funds	means the separate portfolio of assets established in relation to each separate Fund of the Company, which is invested in accordance with the investment objective applicable to such Fund or Funds and to which all assets liabilities, income and expenditure attributable or allocated to such Fund shall be applied and allocated;
Global Distribution Agreement	means the agreement dated 17 April 2002 between the Company and HSBC Global Asset Management (UK) Limited, as amended, supplemented or otherwise modified from time to time;
Global Distributor	means HSBC Global Asset Management (UK) Limited or such other person from time to time appointed by the Company as global distributor in accordance with the requirements of the Central Bank;
Global Service Provider Agreement	means the agreement dated 2nd July 2007 between the Company and HSBC Global Asset Management (UK) Limited, as amended, supplemented or otherwise modified from time to time;

Global Service Provider	means HSBC Global Asset Management (UK) Limited or such other person from time to time appointed by the Company as Global Service Provider in accordance with the requirements of the Central Bank;
Hong Kong Representative	means HSBC Investment Funds (Hong Kong) Limited;
Hong Kong Representative Agreement	means the agreement dated 7 February, 2001 between the Company, the Hong Kong Representative and the Global Service Provider as amended, supplemented or otherwise modified from time to time;
HSBC Canadian Dollar Liquidity Fund	means the HSBC Canadian Dollar Liquidity Fund, a Fund of the Company;
HSBC Euro Liquidity Fund	means the HSBC Euro Liquidity Fund, a Fund of the Company;
HSBC Euro Government Liquidity Fund	means the HSBC Euro Government Liquidity Fund, a Fund of the Company;
HSBC Hong Kong Dollar Liquidity Fund	means the HSBC Hong Kong Dollar Liquidity Fund, a Fund of the Company;
HSBC Sterling Liquidity Fund	means the HSBC Sterling Liquidity Fund, a Fund of the Company;
HSBC US Dollar Liquidity Fund	means the HSBC US Dollar Liquidity Fund, a Fund of the Company;
HSBC US Treasury Liquidity Fund	means the HSBC US Treasury Liquidity Fund, a Fund of the Company;
Initial Offer Period	means the period during which Shares in a Fund will be made available at the Initial Offer Price, details of which are contained in Part One or in the relevant Supplement issued at the time of creation of a Fund or class of Shares;
Initial Offer Price	means the price at which Shares are offered during the Initial Offer Period, details of which are contained in Part One or in the relevant Supplement issued at the time of creation of a Fund or class of Share;
Intermediary	means a person who: (a) carries on a business which consists of, or includes, the receipts of payments from an investment undertaking on behalf of other persons; or (b) holds units in an investment undertaking on behalf of other persons;
Investment Manager	means the Investment Manager for each Fund is set out in Part One which contains particulars of each Fund, or such person or such other person or person from time to time appointed by the Company as investment manager in accordance with the requirements of the Central Bank Notices;

Irish Ordinary Residence

(a) in the case of an individual, means an individual who is ordinarily resident in Ireland for tax purposes;

(b) in the case of a trust, means a trust that is ordinarily resident in Ireland for tax purposes;
the term "ordinary residence" as distinct from "residence", relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity;

An individual who has been resident in the State for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth year.

For example, an individual who is resident in Ireland for the tax years 6 April 2000 to 5 April 2001, 6 April 2001 to 31 December 2001 and 1 January 2002 to 31 December 2002 will become ordinarily resident with effect from 1 January 2003.

An individual who has been ordinarily resident in the State ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in the State in 2000/2001 and departs from the State in that tax year will remain ordinarily resident up to the end of the tax year 1 January 2003 to 31 December 2003;

Irish Person

means any person, other than

(i) a Foreign Person;

(ii) an intermediary, including a nominee, for a Foreign Person;

(iii) the Administrator for so long as the Administrator is a qualifying management company within the meaning of section 734 TCA;

(iv) a specified company within the meaning of section 734 TCA;

(v) an investment undertaking within the meaning of section 739(B) of the TCA;

(vi) an exempt approved scheme or a retirement annuity contract or trust scheme within the provisions of sections 774, 784 or 785 TCA;

(vii) a company carrying on life business within the meaning of section 706 TCA;

(viii) a special investment scheme within the meaning of section 737 TCA;

(ix) a unit trust to which section 731(5)(a) TCA applies;

(x) a charity entitled to an exemption from income tax or corporation tax under section 207(1)(b) TCA;

(xi) a person entitled to exemption from income tax and capital gains tax under section 784A(2) TCA , section 787I TCA or section 848E TCA and the units held are assets of an approved retirement fund, an approved minimum retirement fund, a special savings incentive account or a personal retirement savings account (as defined in section 787A TCA);

(xii) the Courts Service;

(xiii) a Credit Union;

(xiv) a company within the charge to corporation tax under section 739G(2) TCA but only where the fund is a money market fund;

(xv) a company within the charge to corporation tax under section 110(2) TCA;

(xvi) the National Pensions Reserve Fund Commission; and

(xvii) any other person as may be approved by the directors from time to time provided the holding of Shares by such person does not result in a potential liability to tax arising to the Company in respect of that Shareholder under section 739 TCA

in respect of each of which the appropriate declaration set out in Schedule 2B TCA and such other information evidencing such status is in the possession of the Company on the appropriate date.

Irish Residence

(a) in the case of an individual, means an individual who is resident in Ireland for tax purposes;

(b) in the case of a trust, means a trust that is resident in Ireland for tax purposes;

(c) A company which has its central management and control in the Republic of Ireland (the State) is resident in the State irrespective of where it is incorporated. A company which does not have its central management and control in the Republic of Ireland but which is incorporated in the State is resident in the State except where:-

- the company or a related company carries on a trade in the State, and either the company is ultimately controlled by persons resident in EU Member States or, resident in countries with which the Republic of Ireland has a double taxation treaty, or the company or a related company are quoted companies on a recognised Stock Exchange in the EU or in a tax treaty country, or
- the company is regarded as not resident in the State under a double taxation treaty between the Republic of Ireland and another country.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and declarants are referred to the specific legislative provisions which are contained in section 23A Taxes Consolidation Act 1997.

An individual will be regarded as being resident in Ireland for a tax year if s/he:

1. Spends 183 or more in the State in that tax year;

or

2. has a combined presence of 280 days in the State, taking into account the number of days spent in the State in that tax year together with the number of days spent in the State in the preceding year.

   Presence in a tax year by an individual of not more than 30 days in the State will not by reckoned for the purpose of applying the two year test. Up to 31 December, 2008, presence in the State for a day means the personal presence of an individual at the end of the day (midnight). From 1 January 2009, presence in the State for a day means the personal presence of an individual at any time during the day.

Irish Stock Exchange means the Irish Stock Exchange Limited and any successor thereto;

Liquidity Funds means the HSBC Sterling Liquidity Fund, the HSBC US Dollar Liquidity Fund, the HSBC Euro Liquidity Fund, the HSBC Canadian Dollar Liquidity Fund, the HSBC Hong Kong Dollar Liquidity Fund, the HSBC US Treasury Liquidity Fund and the HSBC Euro Government Liquidity Fund,;

Minimum Subsequent Transaction Level means any dealings in the Shares in a Fund by an existing Shareholder;

Money market instrument shall have the meaning prescribed to it in the Central Bank Notices, as may be amended from time to time;

Moody's means Moody's Investor Service Inc.;

Negative Net Yield means the Yield which is negative following the deduction of the charges and expenses payable in respect of the relevant Shares (as set out in Part One of the Prospectus) as at the Valuation Point for the relevant Dealing Day in respect of such Shares;

Negative Gross Yield means the Yield which is negative before the deduction of the charges and expenses payable in respect of the relevant Shares (as set out in Part One of the Prospectus) as at the Valuation Point for the relevant Dealing Day in respect of such Shares;

Negative Yield means the Negative Net Yield or the Negative Gross Yield as applicable;

Net Asset Value of a Fund or Net Asset Value or Net Asset Value per Share	means the amount determined on any Business Day in accordance with the principles set out under "Valuation of Assets and Temporary Suspension of Determination of Net Asset Value" as being the Net Asset Value per Share of a Fund or Shares in a Fund, as the case may be;
OECD	means the Organisation for Economic Co-Operation and Development;
Promoter	means HSBC Global Asset Management (UK) Limited or such other person from time to time appointed by the Company as the promoter in accordance with the requirements of the Central Bank Notices;
Recognised Market	subject to the provisions of paragraph 9 of UCITS Notice 9 and with the exception of permitted investments in unlisted securities the Company will only invest in Securities listed or traded in a stock exchange or market which meets the regulatory criteria (regulated, operates regularly, recognised and open to the public) and which is listed below. The stock exchanges and markets in which the Company may invest and which are listed in the Articles are set out below. in relation to any investment which constitutes a transferable security;

(a) (i) any stock exchange which is:

- located in any Member State; or
- located in any of the following countries:-

  Australia
  Canada
  Hong Kong
  Japan
  New Zealand
  Norway
  United States of America; or

(ii) any of the following:

- the market organised by the International Capital Market Association;
- the market conducted by the "listed money market institutions", as described in the Bank of England publication "The Regulation of the Wholesale Cash and OTC Derivatives Markets (in Sterling, Foreign Currency and Bullion)" (as amended from time to time);
- the over-the-counter market in the United States regulated by the United States National Association of Securities Dealers Inc;
- the United States National Association of Securities Dealers Automatic Quotations ("NASDAQ");
- the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan;

- AIM – The Alternative Investment Market, in the UK, regulated and operated by the London Stock Exchange;
- The Over-the-Counter market in Canadian Government Bonds as regulated by the Investment Dealers Association of Canada;
- the French market for “Titres de Creance Negotiable” (over the counter market in negotiable debt instruments);

(b) in relation to any particular futures contract utilised for efficient portfolio management purposes, (including without limitation any share price index futures contract), any organised exchange or market on which such futures contract is regularly traded;

(c) in relation to any option utilised for efficient portfolio management purposes, any organised exchange or market on which such option is regularly traded;

the markets and exchanges described above are set out herein in accordance with the requirements of the Central Bank which does not issue a list of approved markets;

(d) in relation to any financial derivatives contract, any exchange or market which is regulated, recognised, operates regularly and is open to the public and which is located (1) in an EEA Member State, (2) in Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland or the United States, (3) in the Channel Islands, (4) listed at (ii) above or (5) any of the following:

The Chicago Board of Trade;

The Chicago Mercantile Exchange;

The Chicago Board Options Exchange;

OMLIX, The London Securities and Derivatives Exchange;

New York Mercantile Exchange;

New York Board of Trade;

TSX Venture Exchange;

New Zealand Futures and Options Exchange;

Hong Kong Futures Exchange;

Osaka Securities Exchange;

Singapore Commodity Exchange;

Tokyo International Financial Futures Exchange;

It is acknowledged that these exchanges and markets are listed in accordance with the requirements of the Central Bank, which does not issue a list of approved markets and exchanges.

Redemption Fee means a charge which may be deducted from the redemption proceeds of Shares, further details of which is set out under "Redemptions";

Regulations means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended, supplemented, consolidated, superseded or otherwise modified from time to time including any condition that may from time to time be imposed thereunder by the Central Bank;

RSRO means Recognised Statistical Rating Organisations including Standard & Poor's, Moody's, Fitch Investors Services, Inc. Duff and Phelps, Inc. IBCA Limited and its affiliates IBCA Inc., and Thomson Bank Watch Inc;

Secretary means Goodbody Secretarial Limited;

Settlement Date	means in relation to the receipt by the Company of subscription monies for the Liquidity Funds, and payment by the Company of the redemption monies for the Liquidity Funds, close of business on the Dealing Day or such period as the Directors may from time to time determine, provided in the case of subscription monies such period shall not exceed five Business Days following the relevant Dealing Day and in respect of redemption monies, seven Business Days following submission of the redemption request;
SFC	means the Securities and Futures Commission in Hong Kong;
Shares	means Shares in a Fund which may be comprised of different classes of Shares;
Shareholder	means a holder of Shares;
Standard & Poor's	means Standard & Poor's Corporation;
Sterling or £	means pounds sterling, the lawful currency of the United Kingdom and includes any successor currency;
Supplement	means any Supplement to this Prospectus;
TARGET Closing Day	means that the TARGET (Trans-European Automated Real-time Gross Settlement Express Transfer) system will be closed in addition to Saturdays and Sundays, on the following days: - New Year's Day, - Good Friday, - Easter Monday, - 1 May, - Christmas Day, and - 26 December. On these closing days, TARGET as a whole, including all the National Real-time Gross Settlement systems will be closed.
TCA	means the Taxes Consolidation Act, 1997, as amended;
Transferable securities	shall have the meaning prescribed to it in the Central Bank Notices, as may be amended from time to time;
UCITS	means an undertaking for collective investment in transferable securities which is authorised under the Regulations or authorised by a competent authority in another member state of the European Union in accordance with Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as amended, supplemented or replaced from time to time (the "UCITS Directive"): - the sole object of which is the collective investment in transferable securities of capital raised from the public and which operates on the principle of risk-spreading; and

- the Shares of which are, at the request of holders, repurchased or redeemed, directly or indirectly, out of that undertaking's assets;

UCITS Regulations	means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (as amended) and all Central Bank regulations or notices made or conditions imposed or derogations granted thereunder;
United Kingdom or UK	means the United Kingdom of Great Britain and Northern Ireland;
United Kingdom Representative	means HSBC Global Asset Management (UK) Limited or such other person from time to time appointed to act as United Kingdom Representative;
US	the United States of America (including the States and the District of Columbia), its territories, possessions and all other areas subject to its jurisdiction;
US Person	such term as is defined in Regulation S under the United States Securities Act of 1933, as amended and further defined in the Prospectus, which shall include (without limitation): (i) Any natural person who is a resident of the United States of America. (ii) A partnership organised or existing under the laws of any state, territory or possession of the United States of America. (iii) A corporation organised under the laws of the United States of America or of any state, territory or possession thereof. (iv) Any estate or trust, other than an estate or trust the income of which from sources outside the United States of America is not includable in gross income for purpose of computing United States income tax payable by it. (v) Any individual account (discretionary or not) where the beneficial owner is a US person. (vi) Any commodity pool, pooled account, or collective investment vehicle (whether or not it is organised or incorporated in the United States of America) of which a majority ownership is held, directly or indirectly, by a U.S. person(s), or one which the operator would be required to register as a commodity pool operator under the Commodities Exchange Act of the United States of America. (vii) A pension plan for the employees, officers, or principals of a legal entity with its principal place of business inside the United States of America.
Valuation Point	in relation to a Fund has the meaning set out in Part One. The Valuation Point for new Funds will be decided by the Directors at the time of creation of such Funds;
Yield	means in respect of Shares of a Fund or a class thereof, the percentage amount representing the net income and gains attributable to a Share divided by the Net Asset Value per Share as at the Valuation Point for the relevant Dealing Day in respect of such Shares;
Z Shares	means the Z ordinary Shares in a Fund.

PART ONE

THE FUNDS

Part One contains particulars relating to the initial Funds of the Company being the HSBC Sterling Liquidity Fund, the HSBC US Dollar Liquidity Fund, the HSBC Euro Liquidity Fund, the HSBC Canadian Dollar Liquidity Fund, the HSBC Hong Kong Dollar Liquidity Fund, the HSBC US Treasury Liquidity Fund and the HSBC Euro Government Liquidity Fund. The Directors intend (subject to the prior approval of the Central Bank) to launch other Funds at various times in the future when suitable investor interest has been identified. Different classes of Shares may also be issued in relation to each Fund which will be notified to and cleared in advance by the Central Bank. Each class of Share in a Fund may have different characteristics including, without limitation, dividend policies, charging structures and the Minimum Initial Subscription. Details of the charges and expenses applicable to all classes of Share are set out in the Prospectus or the relevant Supplement.

Each section of Part One contains particulars of a Fund and should be read in conjunction with the section headed "General Fund Information" which contains particulars which are common to each of the Funds referred to in this Part One.

HSBC STERLING LIQUIDITY FUND

Investment Objective

To provide investors with security of capital and daily liquidity together with an investment return which is comparable to normal Sterling denominated money market interest rates. The HSBC Sterling Liquidity Fund is available in five classes of Shares.

Share Classes

The HSBC Sterling Liquidity Fund is available in five classes of Shares, namely A Shares, B Shares, C Shares, D Shares and Z Shares. A Shares, B Shares and Z Shares carry a right to the payment of dividends, which dividends shall be declared daily and distributed monthly. Consequently, A Shares, B Shares and Z Shares seek to maintain a constant Net Asset Value per Share of £1.00.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Sterling Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

Investment Policy

To achieve its objective, the HSBC Sterling Liquidity Fund intends to invest in a diversified portfolio of money market instruments meeting the following criteria:

Maturity: The HSBC Sterling Liquidity Fund will invest in fixed rate instruments which have a maximum maturity of one year. The HSBC Sterling Liquidity Fund may also invest in floating rate notes and/or variable rate notes which have a maximum maturity of 397 days. The weighted average portfolio maturity of the HSBC Sterling Liquidity Fund will not exceed 60 days. The weighted average portfolio life of the HSBC Sterling Liquidity Fund will not exceed 120 days. For the purposes of calculating the weighted average portfolio maturity, floating rate notes will be deemed to mature on the next coupon fixing date.

Credit Quality: The HSBC Sterling Liquidity Fund proposes to invest in short-term transferable securities which at the time of purchase have a credit rating of at least A-1/P-1 (or its equivalent) from a recognised credit rating agency such as Standard & Poor's or Moody's.

Currency: The HSBC Sterling Liquidity Fund may invest only in securities denominated in Sterling or that are fully hedged back into Sterling.

Permitted Investments: The HSBC Sterling Liquidity Fund may invest in certificates of deposit (CDs), commercial paper, medium term notes (MTNs), variable rate notes (VRNs), floating rate notes (FRNs), bankers acceptances, government bonds, treasury bills, Eurobonds, asset backed securities and corporate bonds which the Investment Manager considers to be of appropriate credit quality and which are consistent with the investment objective of the HSBC Sterling Liquidity Fund. The Investments will be listed or traded on a Recognised Market. The HSBC Sterling Liquidity Fund may also invest in financial derivative instruments for the purposes of efficient portfolio management, further details of which are set out in the section entitled "Portfolio Management Techniques".

Key Information for Subscriptions and Redemptions

Business Day:	A day (excluding Saturday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the UK.
Dealing Day:	Every Business Day.
Dealing Deadline:	**For Subscriptions –** 1.30 p.m. (Dublin time) **For Redemptions –** 1.30 p.m. (Dublin time) on each Dealing Day or such other time as the Directors may determine on prior notification to Shareholders and with the consent of the Administrator provided however that the Dealing Deadline on the final Dealing Day before Christmas and New Year's Day shall be 11.00 am (Dublin time).
Valuation Point:	1.30p.m. (Dublin time) on the Business Day prior to the Dealing Day or such other time as the Directors may determine, provided that the Valuation Point on the final Dealing Day before Christmas and New Year's Day shall be 11.00 am (Dublin time).
Dividends:	Dividends on A Shares, B Shares and Z Shares in the HSBC Sterling Liquidity Fund will generally be determined and declared on each Dealing Day as a dividend to Shareholders holding A Shares, B Shares or Z Shares on the register of members as of the close of business on that day. Shareholders holding A Shares, B Shares or Z Shares will generally receive dividends from and including the date of settlement of a purchase, to, but not including the date of settlement for the corresponding full or partial redemption. Realised capital gains (if any) shall be distributed at the discretion of the Directors. Shareholders holding A Shares, B Shares or Z Shares automatically receive all dividends in additional Shares by reference to the Net Asset Value per Share next determined following the record date, unless that Shareholder has elected to take payment in cash. Dividends on A Shares, B Shares and Z Shares generally will be paid within 3 Business Days of the end of each month, except that Shareholders redeeming their entire account in the HSBC Sterling Liquidity Fund will be paid accrued dividends upon settlement of their redemption. The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares shall be retained within the HSBC Sterling Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share. The Directors may, in their sole discretion, make adjustments to the price of C Shares and D Shares to ensure that they are priced fairly in comparison with A Shares, B Shares and Z Shares, taking into account the impact of gains and losses on those classes of Shares. Any adjustment shall not represent more than 50 basis points of the Net Asset Value of the C Shares or D Shares.

Charges and Expenses: This section should be read in conjunction with the section entitled "Charges and Expenses" in Part Two.

The Global Service Provider's fees for the HSBC Sterling Liquidity Fund are currently capped at the following rates:

A Shares	B Shares	C Shares	D Shares	Z Shares*
0.20%	0.40%	0.20%	0.40%	Nil

The Global Service Provider will be responsible for all other fees and expenses of operating the HSBC Sterling Liquidity Fund, including fees and out of pocket expenses of the Custodian, Administrator, Global Service provider, Investment Manager, Secretary, the Directors, any Distributor or Paying Agent or any other entity appointed to provide services to the Company and the HSBC Sterling Liquidity Fund in accordance with the requirements of the Central Bank, and for the costs associated with the establishment of the HSBC Sterling Liquidity Fund.

The Global Service Provider's fee is subject to an overall maximum of 1% of the Net Asset Value of the HSBC Sterling Liquidity Fund. The current fee payable may only be increased with the prior consent of Shareholders

*There will be no fees or expenses charged to the assets attributable to the Z Shares. This is because holders of the Z Shares will be subject to fees charged separately by virtue of their existing relationship with members of the HSBC Group so there will be no payment made to the Global Service Provider in respect of the Z Shares. The fees and expenses of the Administrator and Custodian together with all other fees and operating expenses applicable to the Z Shares will be borne by the Global Service Provider, or its affiliates, and not by the holders of the Z Shares or other Shareholders in the HSBC Sterling Liquidity Fund.

	A Shares	B Shares	C Shares	D Shares	Z Shares
Minimum Initial Subscription:	£1 million	£250,000	£1 million	£250,000	£20 million

Z Shares are only available for investment by entities introduced to the Company by members of the HSBC Group or collective investment schemes managed by members of the HSBC Group or such other person as the Directors may from time to time approve.

	A Shares	B Shares	C Shares	D Shares	Z Shares
Minimum Subsequent Transaction Level:	£ 100,000	£50,000	£100,000	£50,000	£1 million
Minimum Holding:	£1 million	£250,000	£1 million	£250,000	£20 million

Sales Charge: Although it is not the current intention of Directors to charge such a fee the Articles permit a sales charge of up to 5%.

Base Currency: Sterling.

Settlement Date: The date of receipt of subscription monies or the dispatch of redemption monies, specified under the "Settlement Date" definition of the Prospectus.

Minimum Net Asset Value: The HSBC Sterling Liquidity Fund may be terminated by the Directors if the HSBC Sterling Liquidity Fund does not have net assets of at least £10 million.

Rating:	The Company has obtained and will endeavour to maintain a "Triple A" rating from at least one of the most recognised rating agencies in respect of all of the Funds. The Directors will ensure that each of the Funds will invest in securities which are consistent with maintaining this rating.
Subscriptions:	When investing in the HSBC Sterling Liquidity Fund for the first time, investors should complete the application form, obtainable from the Global Service Provider or the Company, and submit by post or fax to the Administrator. If the application form is faxed, the original of the application form must also be forwarded to the Administrator together with supporting documentation in relation to money laundering prevention checks and must be received promptly. Subsequent investments may be made by telephone or facsimile. Applications received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Any applications received after the Dealing Deadline on a Dealing Day will be dealt with on the following Business Day. See "Subscriptions and Minimum Holdings" for further details. The issue price in respect of any applications for Shares received prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for the Shares will be close of business Irish time on the relevant Dealing Day.
Redemptions:	Instructions to sell Shares should be forwarded to the Administrator and may be made by telephone or facsimile. Instructions received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Instructions received after the Dealing Deadline will be dealt with on the following Dealing Day. Redemption requests will not be processed until the original application form and supporting documents have been received and cleared. The redemption price in respect of any instructions to sell Shares will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for Shares will be close of business Irish time on the relevant Dealing Day.
Investment Manager:	HSBC Global Asset Management (France), Immeuble Ile de France, 4 Place de la Pyramide, La Défense 9, 92800 Puteaux, France.
Contact Details for Subscriptions and Redemptions:	HSBC Global Liquidity Funds plc c/o Guild House, P.O. Box 4935, Guild Street, IFSC, Dublin 1, Ireland. Tel.: 353-1-642 8544 Fax: 353-1-829 0834

HSBC US DOLLAR LIQUIDITY FUND

Investment Objective

To provide investors with security of capital and daily liquidity together with an investment return which is comparable to normal US Dollar denominated money market interest rates. The HSBC US Dollar Liquidity Fund is available in five classes of Shares.

Share Classes

The HSBC US Dollar Liquidity Fund is available in five classes of Shares, namely A Shares, B Shares, C Shares, D Shares and Z Shares. A Shares, B Shares and Z Shares carry a right to the payment of dividends, which dividends shall be declared daily and distributed monthly. Consequently, A Shares, B Shares and Z Shares seek to maintain a constant Net Asset Value per Share of $1.00.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC US Dollar Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

Investment Policy

To achieve its objective, the HSBC US Dollar Liquidity Fund intends to invest in a diversified portfolio of money market instruments meeting the following criteria:

Maturity: The HSBC US Dollar Liquidity Fund will invest in fixed rate instruments which have a maximum maturity of one year. The HSBC US Dollar Liquidity Fund may also invest in floating rate notes and/or variable rate notes which have a maximum maturity of 397 days. The weighted average portfolio maturity of the HSBC US Dollar Liquidity Fund will not exceed 60 days. The weighted average portfolio life of the HSBC US Dollar Liquidity Fund will not exceed 120 days. For the purposes of calculating the weighted average portfolio maturity, floating rate notes will be deemed to mature on the next coupon fixing date.

Credit Quality: The HSBC US Dollar Liquidity Fund proposes to invest in short-term transferable securities which at the time of purchase have a credit rating of at least A-1/P-1 (or its equivalent) from a recognised credit rating agency such as Standard & Poor's or Moody's.

Currency: The HSBC US Dollar Liquidity Fund may invest only in securities denominated in US Dollars or that are fully hedged back into US Dollars.

Permitted Investments: The HSBC US Dollar Liquidity Fund may invest in certificates of deposit (CDs), commercial paper, medium term notes (MTNs), variable rate notes (VRNs), floating rate notes (FRNs), bankers acceptances, government bonds, treasury bills, Eurobonds, asset backed securities and corporate bonds which the Investment Manager considers to be of appropriate credit quality and which are consistent with the investment objective of the HSBC US Dollar Liquidity Fund. The Investments will be listed or traded on a Recognised Market. The HSBC US Dollar Liquidity Fund may also invest in financial derivative instruments for the purposes of efficient portfolio management, further details of which are set out in the section entitled "Portfolio Management Techniques".

Key Information for Subscriptions and Redemptions

Business Day: A day (excluding Saturday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the US.

Dealing Day: Every Business Day.

Dealing Deadline: **For Subscriptions** 4.30 p.m. (New York time)

For Redemptions 4.30 p.m. (New York time)

on each Dealing Day or such other time as the Directors may determine on prior notification to Shareholders and with the consent of the Administrator.

Valuation Point: 4.30 p.m. (New York time) on the Business Day prior to each Dealing Day or such other time as the Directors may determine provided.

Dividends: Dividends on A Shares, B Shares and Z Shares in the HSBC US Dollar Liquidity Fund will generally be determined and declared on each Dealing Day as a dividend to Shareholders holding A Shares, B Shares or Z Shares on the register of members as of the close of business on that day. Shareholders holding A Shares, B Shares or Z Shares will generally receive dividends from and including the date of settlement of a purchase, to, but not including the date of settlement for the corresponding full or partial redemption. Realised capital gains (if any) shall be distributed at the discretion of the Directors. Shareholders holding A Shares, B Shares or Z Shares automatically receive all dividends in additional Shares by reference to the Net Asset Value per Share next determined following the record date, unless that Shareholder has elected to take payment in cash. Dividends on A Shares, B Shares and Z Shares generally will be paid within 3 Business Days of the end of each month, except that Shareholders redeeming their entire account in the HSBC US Dollar Liquidity Fund will be paid accrued dividends upon settlement of their redemption.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC US Dollar Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

The Directors may, in their sole discretion, make adjustments to the price of C Shares and D Shares to ensure that they are priced fairly in comparison with A Shares, B Shares and Z Shares, taking into account the impact of gains and losses on those classes of Shares. Any adjustment shall not represent more than 50 basis points of the Net Asset Value of the C Shares or D Shares.

Charges and Expenses: This section should be read in conjunction with the section entitled "Charges and Expenses" in Part Two.

The Global Service Provider's fees for the HSBC US Dollar Liquidity Fund are currently capped at the following rates:

A Shares	B Shares	C Shares	D Shares	Z Shares*
0.20%	0.40%	0.20%	0.40%	Nil

The Global Service Provider will be responsible for all other fees and expenses of operating the HSBC US Dollar Liquidity Fund, including fees and out of pocket expenses of the Custodian, Administrator, Global Service Provider, Investment Manager, Secretary, the Directors, any Distributor or Paying Agent or any other entity appointed to provide services to the Company and the HSBC US Dollar Liquidity Fund in accordance with the requirements of the Central Bank, and for the costs associated with the establishment of the HSBC US Dollar Liquidity Fund.

The Global Service Provider's fee is subject to an overall maximum of 1% of the Net Asset Value of the HSBC US Dollar Liquidity Fund. The current fee payable may only be increased with the prior consent of Shareholders.

*There will be no fees or expenses charged to the assets attributable to the Z Shares. This is because holders of the Z Shares will be subject to fees charged separately by virtue of their existing relationship with members of the HSBC Group so there will be no payment made to the Global Service Provider in respect of the Z Shares. The fees and expenses of the Administrator and Custodian together with all other fees and operating expenses applicable to the Z Shares will be borne by the Global Service Provider, or its affiliates, and not by the holders of the Z Shares or other Shareholders in the HSBC US Dollar Liquidity Fund.

	A Shares	B Shares	C Shares	D Shares	Z Shares
Minimum Initial Subscription:	$1 million	$250,000	$1 million	$250,000	$20 million

Z Shares are only available for investment by entities introduced to the Company by members of the HSBC Group or collective investment schemes managed by members of the HSBC Group or such other person as the Directors may from time to time approve.

Minimum Subsequent Transaction Level:	$100,000	$50,000	$100,000	$50,000	$1 million
Minimum Holding:	$1 million	$250,000	$1 million	$250,000	$20 million

Sales Charge: Although it is not the current intention of Directors to charge such a fee the Articles permit a sales charge of up to 5%.

Base Currency: US Dollars.

Settlement Date: Is the date of receipt of subscription monies or the dispatch of redemption monies, specified under the "Settlement Date" definition of the Prospectus.

Minimum Net Asset Value: The HSBC US Dollar Liquidity Fund may be terminated by the Directors if the HSBC US Dollar Liquidity Fund does not have net assets of at least $10 million.

Rating: The Company has obtained and will endeavour to maintain a "Triple A" rating from at least one of the most recognised rating agencies in respect of all of the Funds. The Directors will ensure that each of the Funds will invest in securities which are consistent with maintaining this rating.

Subscriptions: When investing in the HSBC US Dollar Liquidity Fund for the first time, investors should complete the application form, obtainable from the Global Service Provider or the Company, and submit by post or fax to the

Administrator. If the application form is faxed, the original of the application form must also be forwarded to the Administrator together with supporting documentation in relation to money laundering prevention checks and must be received promptly. Subsequent investments may be made by telephone or facsimile. Applications received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Any applications received after the Dealing Deadline on a Dealing Day will be dealt with on the following Business Day. See "Subscriptions and Minimum Holdings" of the Prospectus for further details.

The issue price in respect of any applications for Shares received prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for the Shares will be close of business Irish time on the relevant Dealing Day.

Redemptions: Instructions to sell Shares should be forwarded to the Administrator and may be made by telephone or facsimile. Instructions received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Instructions received after the Dealing Deadline will be dealt with on the following Dealing Day. Redemption requests will not be processed until the original application form and supporting documents have been received and cleared.

The redemption price in respect of any instructions to sell Shares will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for Shares will be close of business Irish time on the relevant Dealing Day.

Investment Manager: HSBC Global Asset Management (USA) Inc.,
452 Fifth Avenue, 7th Floor, New York, NY 10018, USA.

Commencement Of Business: The HSBC US Dollar Liquidity Fund commenced business on 20 November, 2000.

Contact Details for Subscriptions and Redemptions: HSBC Global Liquidity Funds plc
c/o Guild House, P.O. Box 4935, Guild Street, IFSC, Dublin 1, Ireland.
Tel.: 353-1-642 8544
Fax: 353-1-829 0834

HSBC EURO LIQUIDITY FUND

Investment Objective

To provide investors with security of capital and daily liquidity together with an investment return which is comparable to normal Euro denominated money market interest rates. The HSBC Euro Liquidity Fund is available in five classes of Shares.

Share Classes

The HSBC Euro Liquidity Fund is available in five classes of Shares, namely A Shares, B Shares, C Shares, D Shares and Z Shares. A Shares, B Shares and Z Shares carry a right to the payment of dividends, which dividends shall be declared daily and distributed monthly. Consequently, A Shares, B Shares and Z Shares seek to maintain a constant Net Asset Value per Share of €1.00.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Euro Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

Investment Policy

To achieve its objective, the HSBC Euro Liquidity Fund intends to invest in a diversified portfolio of money market instruments meeting the following criteria:

Maturity: The HSBC Euro Liquidity Fund will invest in instruments which have a maximum maturity of one year. The HSBC Euro Liquidity Fund may also invest in floating rate notes and/or variable rate notes which have a maximum maturity of 397 days. The weighted average portfolio maturity of the HSBC Euro Liquidity Fund will not exceed 60 days. The weighted average portfolio life of the HSBC Euro Liquidity Fund will not exceed 120 days. For the purposes of calculating the weighted average portfolio maturity, floating rate notes will be deemed to mature on the next coupon fixing date.

Credit Quality: The HSBC Euro Liquidity Fund proposes to invest in short-term transferable securities which at the time of purchase have a credit rating of at least A-1/P-1 (or its equivalent) from a recognised credit rating agency such as Standard & Poor's or Moody's.

Currency: The HSBC Euro Liquidity Fund may invest only in securities denominated in Euros or that are fully hedged back into Euros.

Permitted Investments: The HSBC Euro Liquidity Fund may invest in certificates of deposit (CDs), commercial paper, medium term notes (MTNs), variable rate notes (VRNs), floating rate notes (FRNs), bankers acceptances, government bonds, treasury bills, Eurobonds, asset backed securities and corporate bonds which the Investment Manager considers to be of the appropriate credit quality and which are consistent with the investment objective of the HSBC Euro Liquidity Fund. The Investments will be listed or traded on a Recognised Market. The HSBC Euro Liquidity Fund may also invest in financial derivative instruments for the purpose of efficient portfolio management, further details of which are set out in section entitled "Portfolio Management Techniques".

Key Information for Subscriptions and Redemptions

Business Day: Any day which is not a TARGET Closing Day.

Dealing Day: Every Business Day.

Dealing Deadline: **For Subscriptions** – 1.00 pm (Dublin time)

For Redemptions – 1.00pm (Dublin time)

On each Dealing Day or such other time as the Directors may determine on prior notification to Shareholders and with the consent of the Administrator provided however that the Dealing Deadline on the final Dealing Day before Christmas and New Year's Day shall be 11.00 am (Dublin time).

Valuation Point: 1.00 p.m. (Dublin time) on the Business Day prior to the Dealing Day or such other time as the Directors may determine, provided that the Valuation Point on the final Dealing Day before Christmas and New Year's Day shall be 11.00 am (Dublin time).

Dividends: Dividends on A Shares, B Shares and Z Shares in the HSBC Euro Liquidity Fund will generally be determined and declared on each Dealing Day as a dividend to Shareholders holding A Shares, B Shares or Z Shares on the register of members as of the close of business on that day. Shareholders holding A Shares, B Shares or Z Shares will generally receive dividends from and including the date of settlement of a purchase, to, but not including the date of settlement for the corresponding full or partial redemption. Realised capital gains (if any) shall be distributed at the discretion of the Directors. Shareholders holding A Shares, B Shares or Z Shares automatically receive all dividends in additional Shares by reference to the Net Asset Value per Share next determined following the record date, unless that Shareholder has elected to take payment in cash. Dividends on A Shares, B Shares and Z Shares generally will be paid within 3 Business Days of the end of each month, except that Shareholders redeeming their entire account in the HSBC Euro Liquidity Fund will be paid accrued dividends upon settlement of their redemption.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Euro Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

The Directors may, in their sole discretion, make adjustments to the price of C Shares and D Shares to ensure that they are priced fairly in comparison with A Shares, B Shares and Z Shares, taking into account the impact of gains and losses on those classes of Shares. Any adjustment shall not represent more than 50 basis points of the Net Asset Value of the C Shares or D Shares.

Charges and Expenses: This section should be read in conjunction with the section entitled "Charges and Expenses" in Part Two.

The Global Service Provider's fees for the HSBC Euro Liquidity Fund are currently capped at the following rates:

A Shares	B Shares	C Shares	D Shares	Z Shares*
0.20%	0.40%	0.20%	0.40%	Nil

The Global Service Provider will be responsible for all other fees and expenses of operating the HSBC Euro Liquidity Fund, fees and out of pocket expenses of the Custodian, Administrator, Global Service Provider, Investment Manager, Secretary, the Directors, any Distributor or Paying Agent or any other entity appointed to provide services to the Company and the HSBC Euro Liquidity Fund in accordance with the requirements of the Central Bank, and for the costs associated with the establishment of the HSBC Euro Liquidity Fund.

The Global Service Provider's fee is subject to an overall maximum of 1% of the Net Asset Value of the HSBC Euro Liquidity Fund. The current fee payable may only be increased with the prior consent of Shareholders.

*There will be no fees or expenses charged to the assets attributable to the Z Shares. This is because holders of the Z Shares will be subject to fees charged separately by virtue of their existing relationship with members of the HSBC Group so there will be no payment made to the Global Service Provider in respect of the Z Shares. The fees and expenses of the Administrator and Custodian together with all other fees and operating expenses applicable to the Z Shares will be borne by the Global Service Provider, or its affiliates, and not by the holders of the Z Shares or other Shareholders in the HSBC Euro Liquidity Fund.

	A Shares	B Shares	C Shares	D Shares	Z Shares
Minimum Initial Subscription:	€1 million	€250,000	€1 million	€250,000	€20 million

Z Shares are only available for investment by entities introduced to the Company by members of the HSBC Group or collective investment schemes managed by members of the HSBC Group or such other person as the Directors may from time to time approve.

Minimum Subsequent Transaction Level:	€100,000	€50,000	€100,000	€50,000	€1 million
Minimum Holding:	€1 million	€250,000	€1 million	€250,000	€20 million

Sales Charge: Although it is not the current intention of Directors to charge such a fee the Articles permit a sales charge of up to 5%.

Base Currency: Euro.

Settlement Date: Is the date of receipt of subscription monies or the dispatch of redemption monies,
specified under the "Settlement Date" definition of the Prospectus.

Minimum Net Asset Value: The HSBC Euro Liquidity Fund may be terminated by the Directors if the HSBC Euro Liquidity Fund does not have net assets of at least €10 million.

Rating: The Company has obtained and will endeavour to maintain a "Triple A" rating from at least one of the most recognised rating agencies in respect of all of the Funds. The Directors will ensure that each of the Funds will invest in securities which are consistent with maintaining this rating.

Subscriptions: When investing in the HSBC Euro Liquidity Fund for the first time investors should complete the application form, obtainable from the HSBC Global Asset Management (UK) Limited or the Company, and submit by post or fax to the Administrator. If the application form is faxed, the original of the application form must be forwarded to the Administrator together with supporting documentation in relation to money laundering checks and must be received promptly. Subsequent investments may be made by telephone or facsimile. Applications received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Any applications received after the Dealing Deadline on a Dealing Day will be dealt with on the following Business Day. See "Subscriptions and Minimum Holdings" of the Prospectus for further details.

The issue price in respect of any applications for Shares received prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for the Shares will be close of business Irish time on the relevant Dealing Day.

Redemptions: Instructions to sell Shares should be forwarded to the Administrator and may be made by telephone or facsimile. Instructions received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Instructions received after the Dealing Deadline will be dealt with on the following Dealing Day. Redemption requests will not be processed until the original application form and supporting documents have been received and cleared.

The redemption price in respect of any instructions to sell Shares will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for Shares will be close of business Irish time on the relevant Dealing Day.

Investment Manager: HSBC Global Asset Management (France),
Immeuble Ile de France, 4 Place de la Pyramide, La Défense 9, 92800 Puteaux,
France.

Commencement Of Business: The HSBC Euro Liquidity Fund commenced business on 11 May, 2001.

Contact Details for Subscriptions and Redemptions: HSBC Global Liquidity Funds plc
c/o Guild House, PO Box 4935, Guild Street, IFSC, Dublin 1, Ireland.
Tel: 353-1-642 8544
Fax: 353-1-829 0834

HSBC CANADIAN DOLLAR LIQUIDITY FUND

Investment Objective

To provide investors with security of capital and daily liquidity together with an investment return which is comparable to normal Canadian Dollar denominated money market interest rates. The HSBC Canadian Dollar Liquidity Fund is available in five classes of Shares.

Share Classes

The HSBC Canadian Dollar Liquidity Fund is available in five classes of Shares, namely A Shares, B Shares, C Shares, D Shares and Z Shares. A Shares, B Shares and Z Shares carry a right to the payment of dividends, which dividends shall be declared daily and distributed monthly. Consequently, A Shares, B Shares and Z Shares seek to maintain a constant Net Asset Value per Share of CA$1.00.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Canadian Dollar Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

Investment Policy

To achieve its objective, the HSBC Canadian Dollar Liquidity Fund intends to invest in a diversified portfolio of money market instruments meeting the following criteria:

Maturity: The HSBC Canadian Dollar Liquidity Fund will invest in instruments which have a maximum maturity of one year. The HSBC Canadian Dollar Liquidity Fund may also invest in floating rate notes and/or variable rate notes which have a maximum maturity of 397 days. The weighted average portfolio maturity of the HSBC Canadian Dollar Liquidity Fund will not exceed 60 days. The weighted average portfolio life of the HSBC Canadian Dollar Liquidity Fund will not exceed 120 days. For the purposes of calculating the weighted average portfolio maturity, floating rate notes will be deemed to mature on the next coupon fixing date.

Credit Quality: The HSBC Canadian Dollar Liquidity Fund proposes to invest in short-term transferable securities which at the time of purchase have a credit rating of at least A-1/P-1 (or its equivalent) from a recognised credit rating agency such as Standard & Poor's or Moody's or if not so rated, must be considered by the Investment Manager to be of similar credit quality.

Currency: The HSBC Canadian Dollar Liquidity Fund may invest only in securities denominated in Canadian Dollars or that are fully hedged back into Canadian Dollars.

Permitted Investments: The HSBC Canadian Dollar Liquidity Fund may invest in certificates of deposit (CDs), commercial paper, medium term notes (MTNs), variable rate notes (VRNs), floating rate notes (FRNs), bankers acceptances, government bonds, treasury bills, Eurobonds, asset backed securities and corporate bonds which the Investment Manager considers to be of appropriate credit quality and which are consistent with the investment objective of the HSBC Canadian Dollar Liquidity Fund. The Investments will be listed or traded on a Recognised Market. The HSBC Canadian Dollar Liquidity Fund may also invest in financial derivative instruments for the purposes of efficient portfolio management, further details of which are set out in the section entitled "Portfolio Management Techniques".

Key Information for Subscriptions and Redemptions

Business Day: A day (excluding Saturday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Canada.

Dealing Day: Every Business Day.

Dealing Deadline:

For Subscriptions 12.00 noon (New York time)

For Redemptions 12.00 noon (New York time)

on each Dealing Day or such other time as the Directors may determine on prior notification to Shareholders and with the consent of the Administrator.

Valuation Point: 12.00 noon (New York time) on the Business Day prior to each Dealing Day or such other time as the Directors may determine provided.

Dividends: Dividends on A Shares, B Shares and Z Shares in the HSBC Canadian Dollar Liquidity Fund will generally be determined and declared on each Dealing Day as a dividend to Shareholders holding A Shares, B Shares or Z Shares on the register of members as of the close of business on that day. Shareholders holding A Shares, B Shares or Z Shares will generally receive dividends from and including the date of settlement of a purchase, to, but not including the date of settlement for the corresponding full or partial redemption. Realised capital gains (if any) shall be distributed at the discretion of the Directors. Shareholders holding A Shares, B Shares or Z Shares automatically receive all dividends in additional Shares by reference to the Net Asset Value per Share next determined following the record date, unless that Shareholder has elected to take payment in cash. Dividends on A Shares, B Shares and Z Shares generally will be paid within 3 Business Days of the end of each month, except that Shareholders redeeming their entire account in the HSBC Canadian Dollar Liquidity Fund will be paid accrued dividends upon settlement of their redemption.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Canadian Dollar Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

The Directors may, in their sole discretion, make adjustments to the price of C Shares and D Shares to ensure that they are priced fairly in comparison with A Shares, B Shares and Z Shares, taking into account the impact of gains and losses on those classes of Shares. Any adjustment shall not represent more than 50 basis points of the Net Asset Value of the C Shares or D Shares.

Charges and Expenses: This section should be read in conjunction with the section entitled “Charges and Expenses” in Part Two.

The Global Service Provider’s fees for the HSBC Canadian Dollar Liquidity Fund are currently capped at the following rates:

A Shares	B Shares	C Shares	D Shares	Z Shares*
0.20%	0.40%	0.20%	0.40%	Nil

The Global Service Provider will be responsible for all other fees and expenses of operating the HSBC Canadian Dollar Liquidity Fund, including fees and out of pocket expenses of the Custodian, Administrator, Global Service Provider, Investment Manager, Secretary, the Directors, any Distributor or Paying Agent or any other entity appointed to provide services to the Company and the HSBC Canadian Dollar Liquidity Fund in accordance with the requirements of the Central Bank, and for the costs associated with the establishment of the HSBC Canadian Dollar Liquidity Fund.

The Global Service Provider's fee is subject to an overall maximum of 1% of the Net Asset Value of the HSBC Canadian Dollar Liquidity Fund. The current fee payable may only be increased with the prior consent of Shareholders.

*There will be no fees or expenses charged to the assets attributable to the Z Shares. This is because holders of the Z Shares will be subject to fees charged separately by virtue of their existing relationship with members of the HSBC Group so there will be no payment made to the Global Service Provider in respect of the Z Shares. The fees and expenses of the Administrator and Custodian together with all other fees and operating expenses applicable to the Z Shares will be borne by the Global Service Provider, or its affiliates, and not by the holders of the Z Shares or other Shareholders in the HSBC Canadian Dollar Liquidity Fund.

	A Shares	B Shares	C Shares	D Shares	Z Shares
Minimum Initial Subscription:	CA$1 million	CA$250,000	CA$1 million	CA$250,000	CA$20 million

Z Shares are only available for investment by entities introduced to the Company by members of the HSBC Group or collective investment schemes managed by members of the HSBC Group or such other person as the Directors may from time to time approve.

Minimum Subsequent Transaction Level:	CA$100,000	CA$50,000	CA$100,000	CA$50,000	CA$1 million
Minimum Holding:	CA$1 million	CA$250,000	CA$1 million	CA$250,000	CA$20 million

Sales Charge: Although it is not the current intention of Directors to charge such a fee the Articles permit a sales charge of up to 5%.

Base Currency: Canadian Dollars.

Settlement Date: Is the date of receipt of subscription monies or the dispatch of redemption monies, specified under the "Settlement Date" definition of the Prospectus.

Minimum Net Asset Value: The HSBC Canadian Dollar Liquidity Fund may be terminated by the Directors if the HSBC Canadian Dollar Liquidity Fund does not have net assets of at least CA$10 million.

Rating: The Company has obtained and will endeavour to maintain a "Triple A" rating from at least one of the most recognised rating agencies in respect of all of the Funds. The Directors will ensure that each of the Funds will invest in securities which are consistent with maintaining this rating.

Subscriptions: When investing in the HSBC Canadian Dollar Liquidity Fund for the first time, investors should complete the application form, obtainable from the

Global Service Provider or the Company, and submit by post or fax to the Administrator. If the application form is faxed, the original of the application form must also be forwarded to the Administrator together with supporting documentation in relation to money laundering prevention checks and must be received promptly. Subsequent investments may be made by telephone or facsimile. Applications received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Any applications received after the Dealing Deadline on a Dealing Day will be dealt with on the following Business Day. See "Subscriptions and Minimum Holdings" of the Prospectus for further details.

The issue price in respect of any applications for Shares received prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for the Shares will be close of business Irish time on the relevant Dealing Day.

Redemptions:

Instructions to sell Shares should be forwarded to the Administrator and may be made by telephone or facsimile. Instructions received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Instructions received after the Dealing Deadline will be dealt with on the following Dealing Day. Redemption requests will not be processed until the original application form and supporting documentation have been received and cleared.

The redemption price in respect of any instructions to sell Shares will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for Shares will be close of business Irish time on the relevant Dealing Day.

Investment Manager:

HSBC Global Asset Management (USA) Inc.,
452 Fifth Avenue, 7th Floor, New York, NY 10018, USA.

Contact Details for Subscriptions and Redemptions:

HSBC Global Liquidity Funds plc
c/o Guild House, P.O. Box 4935, Guild Street, IFSC, Dublin 1, Ireland.
Tel.: 353-1-642 8544
Fax.: 353-1-829 0834

HSBC HONG KONG DOLLAR LIQUIDITY FUND

Investment Objective

To provide investors with security of capital and daily liquidity together with an investment return which is comparable to normal Hong Kong Dollar denominated money market interest rates. The HSBC Hong Kong Dollar Liquidity Fund is available in five classes of Shares.

Share Classes

The HSBC Hong Kong Dollar Liquidity Fund is available in five classes of Shares, namely A Shares, B Shares, C Shares, D Shares and Z Shares. A Shares, B Shares and Z Shares carry a right to the payment of dividends, which dividends shall be declared daily and distributed monthly. Consequently, A Shares, B Shares and Z Shares seek to maintain a constant Net Asset Value per Share of HKD 1.00.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Hong Kong Dollar Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

Investment Policy

To achieve its objective, the HSBC Hong Kong Dollar Liquidity Fund intends to invest in a diversified portfolio of money market instruments meeting the following criteria:

Maturity:	The HSBC Hong Kong Dollar Liquidity Fund will invest in fixed rate instruments which have a maximum maturity of one year. The HSBC Hong Kong Dollar Liquidity Fund may also invest in floating rate notes and/or variable rate notes which have a maximum maturity of 397 days. The weighted average portfolio maturity of the HSBC Hong Kong Dollar Liquidity Fund will not exceed 60 days. The weighted average portfolio life of the HSBC Hong Kong Dollar Liquidity Fund will not exceed 120 days. For the purposes of calculating the weighted average portfolio maturity, floating rate notes will be deemed to mature on the next coupon fixing date.
Credit Quality:	The HSBC Hong Kong Dollar Liquidity Fund proposes to invest in short-term transferable securities and deposits in banks which at the time of purchase / deposit have a credit rating of at least A-l/P-1 (or its equivalent) from a recognised credit rating agency such as Standard & Poor's or Moody's.
Currency:	The HSBC Hong Kong Dollar Liquidity Fund may invest only in securities denominated in Hong Kong Dollars or that are fully hedged back into Hong Kong Dollars.
Permitted Investments:	The HSBC Hong Kong Dollar Liquidity Fund may invest in certificates of deposit (CDs), bank deposits, commercial paper, medium term notes (MTNs), variable rate notes (VRNs), floating rate notes (FRNs), bankers acceptances, government bonds and notes, treasury bills, Eurobonds, asset backed securities and corporate bonds which the Investment Manager considers to be of appropriate credit quality and which are consistent with the investment objective of the HSBC Hong Kong Dollar Liquidity Fund. The Investments will be listed or traded on a Recognised Market. The HSBC Hong Kong Dollar Liquidity Fund may also invest in financial derivative instruments for the purposes of efficient portfolio management, further details of which are set out in the section entitled “Portfolio Management Techniques”.

Key Information for Subscriptions and Redemptions

Initial Offer Price:	The Initial Issue Price for A Shares, B Shares, C Shares, D Shares and Z Shares respectively of the HSBC Hong Kong Dollar Liquidity Fund are as follows:

A Shares	B Shares	C Shares	D Shares	Z Shares
HKD 1.00	HKD 1.00	HKD 1.00	HKD 1.00	HKD 1.00

Initial Offer Period: From 9.00am (Hong Kong time) on 10 November 2008 to 5.00pm (Hong Kong time) on 30 December 2011 or such later or earlier date and time as the Directors may determine. Any extension or shortening of the Initial Offer Period will be in accordance with the Central Bank's requirements.

Business Day: A day (excluding Saturday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong.

Dealing Day: Every Business Day.

Dealing Deadline:

For Subscriptions
11.00 a.m. (Hong Kong time) on the Dealing Day

For Redemptions
11.00 a.m. (Hong Kong time) on the Dealing Day

or such other time as the Directors may determine on prior notification to Shareholders and with the consent of the Administrator.

Investors should avoid sending the same order to both the Administrator and the Agent which may lead to order duplication or delay. The investor is solely responsible for all resultant consequences, costs and losses.

Valuation Point: 5.00pm (Hong Kong time) on the Business Day prior to the Dealing Day or such other time as the Directors may determine.

Dividends: Dividends on A Shares, B Shares and Z Shares in the HSBC Hong Kong Dollar Liquidity Fund will generally be determined and declared on each Dealing Day as a dividend to Shareholders holding A Shares, B Shares or Z Shares on the register of members as of the close of business on that day. Shareholders holding A Shares, B Shares or Z Shares will generally receive dividends from and including the date of settlement of a purchase, to, but not including the date of settlement for the corresponding full or partial redemption. Realised capital gains (if any) shall be distributed at the discretion of the Directors. Shareholders holding A Shares, B Shares or Z Shares automatically receive all dividends in additional Shares by reference to the Net Asset Value per Share next determined following the record date, unless that Shareholder has elected to take payment in cash. Dividends on A Shares, B Shares and Z Shares generally will be paid within 3 Business Days of the end of each month, except that Shareholders redeeming their entire account in the HSBC Hong Kong Dollar Liquidity Fund will be paid accrued dividends upon settlement of their redemption.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Hong Kong Dollar Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

The Directors may, in their sole discretion, make adjustments to the price of C Shares and D Shares to ensure that they are priced fairly in comparison with A Shares, B Shares and Z Shares, taking into account the impact of gains and losses on those classes of Shares. Any adjustment shall not represent more than 50 basis points of the Net Asset Value of the C Shares or D Shares.

Charges and Expenses:

This section should be read in conjunction with the section entitled "Charges and Expenses" in Part Two.

The Global Service Provider's fees for the HSBC Hong Kong Dollar Liquidity Fund are currently capped at the following rates:

A Shares	B Shares	C Shares	D Shares	Z Shares*
0.20%	0.40%	0.20%	0.40%	Nil

The Global Service Provider will be responsible for all other fees and expenses of operating the HSBC Hong Kong Dollar Liquidity Fund, including the fees and out of pocket expenses of the Custodian, Administrator, Global Service Provider, Investment Manager, Secretary, the Directors, any Distributor or Paying Agent or any other entity appointed to provide services to the Company and the HSBC Hong Kong Dollar Liquidity Fund in accordance with the requirements of the Central Bank, and for the costs associated with the establishment of the HSBC Hong Kong Dollar Liquidity Fund.

The Global Service Provider's fee is subject to an overall maximum of 1% of the Net Asset Value of the HSBC Hong Kong Dollar Liquidity Fund. The current fee payable may only be increased with the prior consent of Shareholders.

*There will be no fees or expenses charged to the assets attributable to the Z Shares. This is because holders of the Z Shares will be subject to fees charged separately by virtue of their existing relationship with members of the HSBC Group so there will be no payment made to the Global Service Provider in respect of the Z Shares. The fees and expenses of the Administrator and Custodian together with all other fees and operating expenses applicable to the Z Shares will be borne by the Global Service Provider, or its affiliates, and not by the holders of the Z Shares or other Shareholders in the HSBC Hong Kong Dollar Liquidity.

	A Shares	B Shares	C Shares	D Shares	Z Shares
Minimum Initial Subscription:	HKD 10 million	HKD 2,500,000	HKD 10 million	HKD 2,500,000	HKD 200 million

Z Shares are only available for investment by entities introduced to the Company by members of the HSBC Group or collective investment schemes managed by members of the HSBC Group or such other person as the Directors may from time to time approve.

Minimum Subsequent Transaction Level:	HKD 1 million	HKD 500,000	HKD 1 million	HKD 500,000	HKD10 million
Minimum Holding:	HKD 10 million	HKD 2,500,000	HKD 10 million	HKD 2,500,000	HKD 200 million

Sales Charge:	Although it is not the current intention of Directors to charge such a fee the Articles permit a sales charge of up to 5%.
Base Currency:	Hong Kong Dollar.
Settlement Date:	Is the date of receipt of subscription monies or the dispatch of redemption monies, specified under the "Settlement Date" definition of the Prospectus.
Minimum Net Asset Value:	The HSBC Hong Kong Dollar Liquidity Fund may be terminated by the Directors if the HSBC Hong Kong Dollar Liquidity Fund does not have net assets of at least HKD 100 million.
Rating:	The Company has obtained and will endeavour to maintain a "Triple A" rating from at least one of the most recognised rating agencies in respect of all of the Funds. The Directors will ensure that each of the Funds will invest in securities which are consistent with maintaining this rating.
Subscriptions:	When investing in the HSBC Hong Kong Dollar Liquidity Fund for the first time, investors should complete the application form, obtainable from the Global Service Provider or the Company, and submit by post or fax to the Administrator. If the application form is faxed, the original of the application form must also be forwarded to the Administrator together with supporting documentation in relation to money laundering prevention checks and must be received promptly. Once the original application form and supporting documents have been received by HSBC Global Liquidity Funds plc at the address of the Administrator, investors in HSBC Hong Kong Dollar Liquidity Fund based in the Asia Pacific region may have their subscription and redemption requests processed in Singapore during Asian business hours. Please contact the Hong Kong agent to avail of this service.
Subsequent investments made to the Administrator:	Subsequent investments may be made to the Administrator by telephone or facsimile. However, applications sent to the Administrator will only be processed during normal business hours in Dublin. Any applications received by the Administrator outside of normal business hours in Dublin will be processed by the Administrator on the next Business Day. This means that orders sent to the Administrator before 11.00am Hong Kong time will not receive same day settlement in Hong Kong. Same day settlement can only be achieved by sending redemption instructions to the Agent as set out below.
Subsequent Investments made to the Agent by HSBC Hong Kong Liquidity Fund Investors based in Asia:	Subsequent investments may be made by telephone or facsimile. Applications received by the Agent up to the relevant Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Any applications received after the Dealing Deadline on a Dealing Day will be dealt with on the following Business Day. See "Subscriptions and Minimum Holdings" of the Prospectus for further details. The issue price in respect of any applications for Shares received by the Agent prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for the Shares will normally be by telegraphic transfer to be received by 11.00a.m. Hong Kong time on the relevant Dealing Day.

Redemption instructions received by the Administrator:	Instructions to sell Shares may be forwarded to the Administrator and may be made by telephone or facsimile. Redemption instructions for the Hong Kong Dollar Liquidity Fund sent to the Administrator will only be processed during normal business hours in Dublin. Any instructions received by the Administrator outside of normal business hours in Dublin will only be processed by the Administrator on the next Business Day. This means that redemptions sent to the Administrator before 11.00am Hong Kong time will not receive same day settlement in Hong Kong. Same day settlement can be achieved by sending Redemption instructions to the Agent as detailed below:
Redemption instructions received by the Agent from HSBC Hong Kong Dollar Liquidity Fund investors based in Asia:	Investors based in Asia should send instructions to sell Shares to the Agent and may be made by telephone or facsimile. Instructions received by the Agent up to the relevant Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Instructions received after the relevant Dealing Deadline will be dealt with on the following Dealing Day. Redemption requests will not be processed until the original application form and supporting documents have been received and cleared. The redemption price in respect of any instructions to sell Shares will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for Shares will normally be by telegraphic transfer to be received by close of business Hong Kong time on the relevant Dealing Day.
Investment Manager:	HSBC Global Asset Management (Hong Kong) Limited HSBC Main Building, 1 Queen's Road Central, Hong Kong.
Contact Details of the Administrator for Subscriptions & Redemptions:	HSBC Global Liquidity Funds plc c/o Guild House, P.O. Box 4935, Guild Street, IFSC, Dublin 1, Ireland. Tel.: 353-1-642 8544 Fax: 353-1-829 0834
Contact details of the Agent for Subscriptions and Redemptions For HSBC Hong Kong Dollar Liquidity Fund For Investors based in Asia:	Bank of New York Mellon Singapore 83 Clemence Avenue 12-01 UE Square Singapore 239930 Tel: + 65 6372 6905 Fax: + 65 6836 7864

HSBC US TREASURY LIQUIDITY FUND

Investment Objective:	To provide investors with security of capital and daily liquidity together with targeting an investment return which is comparable to normal, short dated US Dollar denominated US Treasury returns.
Share Classes:	The HSBC US Treasury Liquidity Fund is available in five classes of Shares, namely A Shares, B Shares, C Shares, D Shares and Z Shares. A Shares, B Shares and Z Shares carry a right to the payment of dividends, which dividends shall be declared daily and distributed monthly. Consequently, A Shares, B Shares and Z Shares seek to maintain a constant Net Asset Value per Share of $1.00. The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC US Treasury Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.
Investment Policy:	To achieve its objective, the HSBC US Treasury Liquidity Fund intends to invest in a diversified portfolio of US government money market instruments meeting criteria as set out below under “Permitted Investments” and “Maturity”.
Permitted Investments:	The HSBC US Treasury Liquidity Fund will invest its assets (excluding cash and cash equivalents) in fixed rate issues of the U.S Treasury, such as bills, notes and bonds. For efficient portfolio management purposes the HSBC US Treasury Liquidity Fund may also gain exposure to the aforementioned instruments through the use of Repurchase Agreements backed by US Treasury collateral. The holding of Repurchase Agreements will be subject to the conditions and limits set out in the UCITS notices.
Maturity:	Fixed rate instruments will have a maximum maturity of one year. The weighted average portfolio maturity of the HSBC US Treasury Liquidity Fund will not exceed 60 days. The weighted average portfolio life of the HSBC US Treasury Liquidity Fund will not exceed 120 days.
Currency:	The HSBC US Treasury Liquidity Fund may invest only in securities denominated in US Dollars.

Key Information for Subscriptions and Redemptions:

Initial Offer Price: The Initial Issue Price for A Shares, B Shares, C Shares, D Shares and Z Shares respectively of the HSBC US Treasury Liquidity Fund are as follows:

A Shares	B Shares	C Shares	D Shares	Z Shares
$1.00	$1.00	$1.00	$1.00	$1.00

Initial Offer Period: From 9.00am (New York time) on 10 November 2008 to 5.00pm (New York time) on 30 December 2011 or such later or earlier date and time as the Directors may determine. Any extension or shortening of the Initial Offer Period will be in accordance with the Central Bank's requirements.

Business Day: A day (excluding Saturday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the US.

Dealing Day: Every Business Day.

Dealing Deadlines: **For Subscriptions -** 2.00 p.m. (New York time)

For Redemptions - 2.00 p.m. (New York time)

on each Dealing Day or such other time as the Directors may determine on prior notification to Shareholders and with the consent of the Administrator provided however that the Dealing Deadline on a Dealing Day which immediately precedes a day on which commercial banks are not open for business in the US shall be 12.30 p.m. New York time.

Valuation Point: 2.30 p.m. (New York time) on the Business Day prior to each Dealing Day or such other time as the Directors may determine provided however that the Valuation Point on a Business Day which immediately precedes a day on which commercial banks are not open for business in the U.S. shall be 12.30 p.m. (New York time).

Dividends: Dividends on A Shares, B Shares and Z Shares in the HSBC US Treasury Liquidity Fund will generally be determined and declared on each Dealing Day as a dividend to Shareholders holding A Shares, B Shares or Z Shares on the register of members as of the close of business on that day. Shareholders holding A Shares, B Shares or Z Shares will generally receive dividends from and including the date of settlement of a purchase, to, but not including the date of settlement for the corresponding full or partial redemption. Realised capital gains (if any) shall be distributed at the discretion of the Directors. Shareholders holding A Shares, B Shares or Z Shares automatically receive all dividends in additional Shares by reference to the Net Asset Value per Share next determined following the record date, unless that Shareholder has elected to take payment in cash. Dividends on A Shares, B Shares and Z Shares generally will be paid within 3 Business Days of the end of each month, except that Shareholders redeeming their entire account in the HSBC US Treasury Liquidity Fund will be paid accrued dividends upon settlement of their redemption.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC US Treasury Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

The Directors may, in their sole discretion, make adjustments to the price of C Shares and D Shares to ensure that they are priced fairly in comparison with A Shares, B Shares and Z Shares, taking into account the impact of gains and losses on those classes of Shares. Any adjustment shall not represent more than 50 basis points of the Net Asset Value of the C Shares or D Shares

Charges and Expenses: This section should be read in conjunction with the section entitled "Charges and Expenses" in Part Two.

The Global Service Provider's fees for the HSBC US Treasury Liquidity Fund are currently capped at the following rates:

A Shares	B Shares	C Shares	D Shares	Z Shares*
0.20%	0.40%	0.20%	0.40%	Nil

The Global Service Provider will be responsible for all other fees and expenses of operating the HSBC US Treasury Liquidity Fund, including out of pocket expenses of the Global Service Provider and the fees and out of pocket expenses of the Custodian, Administrator, Global Service Provider, Investment Manager, Secretary, the Directors, any Distributor or Paying Agent or any other entity appointed to provide services to the Company and the HSBC US Treasury Liquidity Fund in accordance with the requirements of the Central Bank, and for the costs associated with the establishment of the HSBC US Treasury Liquidity Fund.

The Global Service Provider's fee is subject to an overall maximum of 1% of the Net Asset Value of the HSBC US Treasury Liquidity Fund. The current fee payable may only be increased with the prior consent of Shareholders.

*There will be no fees or expenses charged to the assets attributable to the Z Shares. This is because holders of the Z Shares will be subject to fees charged separately by virtue of their existing relationship with members of the HSBC Group so there will be no payment made to the Global Service Provider in respect of the Z Shares. The fees and expenses of the Administrator and Custodian together with all other fees and operating expenses applicable to the Z Shares will be borne by the Global Service Provider, or its affiliates, and not by the holders of the Z Shares or other Shareholders in the HSBC US Treasury Liquidity Fund.

Base Currency: The base currency of the HSBC US Treasury Liquidity Fund is US Dollars.

Investment Minima: The minimum initial subscription, subsequent transaction level and minimum holdings are shown below;

Minimum:	A Shares	B Shares	C Shares	D Shares	Z Shares
Subscription	$1 million	$250,000	$1 million	$250,000	$20 million
Subsequent Deals	$100,000	$50,000	$100,000	$50,000	$1 million
Holding	$1 million	$250,000	$1 million	$250,000	$20 million

Z Shares are only available for investment by entities introduced to the Company by members of the HSBC Group or collective investment schemes managed by members of the HSBC Group or such other person as the Directors may from time to time approve.

Sales Charge:	Although it is not the current intention of Directors to charge such a fee the Articles permit a sales charge of up to 5%.
Settlement Date:	Is the date of receipt of subscription monies or the dispatch of redemption monies, specified under the "Settlement Date" definition of the Prospectus.
Minimum Net Asset Value:	The HSBC US Treasury Liquidity Fund may be terminated by the Directors if the HSBC US Treasury Liquidity Fund does not have net assets of at least $10 million.
Rating:	The Company will endeavour to maintain a "Triple A" rating from at least one of the most recognised rating agencies in respect of the HSBC US Treasury Liquidity Fund.
Subscriptions:	When investing in the HSBC US Treasury Liquidity Fund for the first time, investors should complete the application form, obtainable from the Global Service Provider or the Company, and submit by post or fax to the Administrator. If the application form is faxed, the original of the application form must also be forwarded to the Administrator together with supporting documentation in relation to money laundering prevention checks and must be received promptly. Subsequent investments may be made by telephone or facsimile. Applications received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Any applications received after the Dealing Deadline on a Dealing Day will be dealt with on the following Business Day. See "Subscriptions and Minimum Holdings" of the Prospectus for further details. The issue price in respect of any applications for Shares received prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for the Shares will be close of business Irish time on the relevant Dealing Day.
Redemptions:	Instructions to sell Shares should be forwarded to the Administrator and may be made by telephone or facsimile. Instructions received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Instructions received after the Dealing Deadline will be dealt with on the following Dealing Day. Redemption requests will not be processed until the original application form and supporting documents have been received and cleared. The redemption price in respect of any instructions to sell Shares will be the Net Asset per Share determined at the Valuation Point on the previous Business Day. Settlement for Shares will be close of business Irish time on the relevant Dealing Day.
Investment Manager:	HSBC Global Asset Management (USA) Inc., 452 Fifth Avenue, 7th Floor, New York, NY 10018, USA.
Contact Details for Subscriptions and Redemptions:	HSBC Global Liquidity Funds plc c/o Guild House, P.O. Box 4935, Guild Street, IFSC, Dublin 1, Ireland. **Telephone:** 353-1-642 8544 **Fax:** 353-1-829 0834

HSBC EURO GOVERNMENT LIQUIDITY FUND

Investment Objective: To provide investors with security of capital and daily liquidity together with targeting an investment return which is comparable to normal short dated Euro denominated government returns.

Share Classes: The HSBC Euro Government Liquidity Fund is available in five classes of Shares, namely A Shares, B Shares, C Shares, D Shares and Z Shares. A Shares, B Shares and Z Shares carry a right to the payment of dividends, which dividends shall be declared daily and distributed monthly. Consequently, A Shares, B Shares and Z Shares seek to maintain a constant Net Asset Value per Share of €1.00.

The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Euro Government Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

Investment Policy: To achieve its objective, the HSBC Euro Government Liquidity Fund intends to invest in a diversified portfolio of government money market instruments meeting criteria as set out below under "Permitted Investments", "Maturity" and "Credit Quality":

Permitted Investments: The HSBC Euro Government Liquidity Fund will invest its assets (excluding cash and cash equivalents) in instruments such as Euro bills, fixed and floating rate bonds, certificates of deposits and commercial paper issued or guaranteed by Governments of the European Union rated at least A1/P1 at the time of purchase. For efficient portfolio management purposes the HSBC Euro Government Liquidity Fund may also gain exposure to the aforementioned instruments through the use of Repurchase Agreements. Repurchase agreements will be fully collateralised by Euro denominated government securities with no maturity constraints. The holding of Repurchase Agreements will be subject to the conditions and limits set out in the UCITS notices. For further information on the use of Repurchase Agreements please see the Portfolio Management Techniques section.

On an ancillary basis, the HSBC Euro Government Liquidity Fund may also invest in cash and cash equivalents, including overnight time deposits with approved counterparties rated at least A1/P1.

The HSBC Euro Government Liquidity Fund may also invest in financial derivative instruments, including interest rate swaps and futures exclusively to hedge the portfolio, further details of which are set out in the section entitled "Portfolio Management Techniques". As a consequence, there may be times when the HSBC Euro Government Liquidity Fund will not be 100% exposed to Euro Government instruments.

Maturity: Fixed rate instruments will have a maximum maturity of one year. The HSBC Euro Government Liquidity Fund may also invest in floating rate notes and/or variable rate notes which have a maximum maturity of 397 days.

The weighted average portfolio maturity of the HSBC Euro Government Liquidity Fund will not exceed 60 days. The weighted average portfolio life of the HSBC Euro Government Liquidity Fund will not exceed 120 days. For the purposes of calculating the weighted average portfolio maturity, floating rate notes will be deemed to mature on the next coupon fixing date.

Credit Quality:	The HSBC Euro Government Liquidity Fund proposes to invest in short-term transferable securities and deposits with approved counterparties which at the time of purchase / deposit have a credit rating of at least A-1/P-1 (or its equivalent) from a recognised credit rating agency such as Standard & Poor's or Moody's.
Currency:	The HSBC Euro Government Liquidity Fund may invest only in securities denominated in Euros.

Key Information for Subscriptions and Redemptions:

Initial Offer Price: The Initial Issue Price for A Shares, B Shares, C Shares, D Shares and Z Shares respectively of the HSBC Euro Government Liquidity Fund are as follows:

A Shares	B Shares	C Shares	D Shares	Z Shares
€1.00	€1.00	€1.00	€1.00	€1.00

Initial Offer Period: From 9.00am (Dublin time) on 25 August 2010 to 5.00pm (Dublin time) on 30 December 2011 or such later or earlier date and time as the Directors may determine. Any extension or shortening of the Initial Offer Period will be in accordance with the Central Bank's requirements.

Business Day: Any day which is not a TARGET Closing Day.

Dealing Day: Every Business Day.

Dealing Deadlines: **For Subscriptions -** 10.30a.m. (Dublin time)

For Redemptions - 10.30a.m. (Dublin time)
on each Dealing Day or such other time as the Directors may determine on prior notification to Shareholders and with the consent of the Administrator.

Valuation Point: 1.00 p.m. (Dublin time) on the Business Day prior to each Dealing Day or such other time as the Directors may determine.

Dividends: Dividends on A Shares, B Shares and Z Shares in the HSBC Euro Government Liquidity Fund will generally be determined and declared on each Dealing Day as a dividend to Shareholders holding A Shares, B Shares or Z Shares on the register of members as of the close of business on that day. Shareholders holding A Shares, B Shares or Z Shares will generally receive dividends from and including the date of settlement of a purchase, to, but not including, the date of settlement for the corresponding full or partial redemption. Realised capital gains (if any) shall be distributed at the discretion of the Directors. Shareholders holding A Shares, B Shares or Z Shares automatically receive all dividends in additional Shares by reference to the Net Asset Value per Share next determined following the record date, unless that Shareholder has elected to take payment in cash. Dividends on A Shares, B Shares and Z Shares generally will be paid within 3 Business Days of the end of each month, except that Shareholders redeeming their entire account in the HSBC Euro Government Liquidity Fund will be paid accrued dividends upon settlement of their redemption.

Dividends: The C Shares and D Shares are accumulation Shares and therefore carry no right to any dividend. The net income attributable to the C Shares and D Shares will be retained within the HSBC Euro Government Liquidity Fund. The Net Asset Value per C Share and per D Share shall rise each day by the amount of net income earned per C Share and per D Share.

The Directors may, in their sole discretion, make adjustments to the price of C Shares and D Shares to ensure that they are priced fairly in comparison with A Shares, B Shares and Z Shares, taking into account the impact of gains and losses on those classes of Shares. Any adjustment shall not represent more than 50 basis points of the Net Asset Value of the C Shares or D Shares

Charges and Expenses: This section should be read in conjunction with the section entitled "Charges and Expenses" in Part Two.

The Global Service Provider's fees for the HSBC Euro Government Liquidity Fund are currently capped at the following rates:

A Shares	B Shares	C Shares	D Shares	Z Shares*
0.20%	0.40%	0.20%	0.40%	Nil

The Global Service Provider will be responsible for all other fees and expenses of operating the HSBC Euro Government Liquidity Fund, including out of pocket expenses of the Global Service Provider and the fees and out of pocket expenses of the Custodian, Administrator, Global Service Provider, Investment Manager, Secretary, the Directors, any Distributor or Paying Agent or any other entity appointed to provide services to the Company and the HSBC Euro Government Liquidity Fund in accordance with the requirements of the Central Bank, and for the costs associated with the establishment of the HSBC Euro Government Liquidity Fund.

The Global Service Provider's fee is subject to an overall maximum of 1% of the Net Asset Value of the HSBC Euro Government Liquidity Fund. The current fee payable may only be increased with the prior consent of Shareholders.

*There will be no fees or expenses charged to the assets attributable to the Z Shares. This is because holders of the Z Shares will be subject to fees charged separately by virtue of their existing relationship with members of the HSBC Group. As such, there will be no payment made to the Global Service Provider in respect of the Z Shares. The fees and expenses of the Administrator and Custodian together with all other fees and operating expenses applicable to the Z Shares will be borne by the Global Service Provider, or its affiliates, and not by the holders of the Z Shares or other Shareholders in the HSBC Euro Government Liquidity Fund.

Base Currency: The base currency of the HSBC Euro Government Liquidity Fund is Euro.

Investment Minima: The minimum initial subscription, subsequent transaction level and minimum holdings are shown below:

	A Shares	B Shares	C Shares	D Shares	Z Shares
Minimum Subscription	€1 million	€250,000	€1 million	€250,000	€20 million
Subsequent Deals	€100,000	€50,000	€100,000	€50,000	€1 million
Holding:	€1 million	€250,000	€1 million	€250,000	€20 million

Z Shares are only available for investment by entities introduced to the Company by members of the HSBC Group or collective investment schemes managed by members of the HSBC Group or such other person as the Directors may from time to time approve.

Sales Charge: Although it is not the current intention of Directors to charge such a fee the Articles permit a sales charge of up to 5%.

Settlement Date: Is the date of receipt of subscription monies or the dispatch of redemption monies, specified under the "Settlement Date" definition of the Prospectus.

Minimum Net Asset Value: The HSBC Euro Government Liquidity Fund may be terminated by the Directors if the HSBC Euro Government Liquidity Fund does not have net assets of at least €10 million.

Rating: The Company will endeavour to maintain a "Triple A" rating from at least one of the most recognised rating agencies in respect of the HSBC Euro Government Liquidity Fund.

Subscriptions: When investing in the HSBC Euro Government Liquidity Fund for the first time, investors should complete the application form, obtainable from the Global Service Provider or the Company, and submit by post or fax to the Administrator. If the application form is faxed, the original of the application form must also be forwarded to the Administrator together with supporting documentation in relation to money laundering prevention checks and must be received promptly.

Subsequent investments may be made by telephone or facsimile. Applications received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Any applications received after the Dealing Deadline on a Dealing Day will be dealt with on the following Business Day. See "Subscriptions and Minimum Holdings" of the Prospectus for further details.

The issue price in respect of any applications for Shares received prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. Settlement for the Shares will be close of business Irish time on the relevant Dealing Day.

Redemptions: Instructions to sell Shares should be forwarded to the Administrator and may be made by telephone or facsimile. Instructions received by the Administrator up to the Dealing Deadline on a Dealing Day will be dealt with on that Business Day. Instructions received after the Dealing Deadline will be dealt with on the following Dealing Day. Redemption requests will not be processed until the original application form and supporting documents have been received and cleared.

The redemption price in respect of any instructions to sell Shares will be the Net Asset per Share determined at the Valuation Point on the previous Business Day. Settlement for Shares will be close of business Irish time on the relevant Dealing Day.

Investment Manager: HSBC Global Asset Management (France),
Immeuble Ile de France, 4 Place de la Pyramide, La Défense 9, 92800 Puteaux, France.

Contact Details for Subscriptions and Redemptions: HSBC Global Liquidity Funds plc
c/o Guild House, P.O. Box 4935, Guild Street, IFSC, Dublin 1, Ireland.
Telephone: 353-1-642 8544
Fax: 353-1-829 0834

GENERAL FUND INFORMATION

INVESTMENT OBJECTIVE AND POLICIES

The investment objective and policy for a Fund will be formulated by the Directors at the time of the creation of such Fund, details of which will be contained in the relevant Supplement issued at the time of creation of such Fund.

The investment objective and policy for each Fund is detailed in this Prospectus.

Each Liquidity Fund will seek to provide investors with security of capital together with a competitive investment return and liquidity by investing in a diversified portfolio of short term securities, instruments and obligations which the relevant Investment Manager considers to be of high quality.

The return to Shareholders in a particular Fund will be determined by the performance of the portfolio of investments held by the relevant Fund and the techniques and instruments used in relation to that Fund.

The principal investment objective and policy for each Fund will, in the absence of unforeseen circumstances, be adhered to for a period of at least three years following the listing of the Shares in such Fund on the Irish Stock Exchange. Any change in the investment objective of the Company and any material change in the investment policies of the Company as disclosed in this Prospectus may only be made with the approval of a majority of the shareholders.

In the event of a change of investment objectives and/or investment policy a reasonable notification period must be provided by a Fund to enable Shareholders to redeem their Shares prior to implementation of these changes.

DESCRIPTION OF SECURITIES

United Kingdom

UK Government Bonds - Interest bearing securities issued by Her Majesty's Government and sold by the Bank of England to raise money for Her Majesty's Government.

UK Government T-Bills - Short-term securities issued by Her Majesty's Government.

Non-UK Government Sovereign Bonds - Bonds denominated in Sterling which are issued or guaranteed by one or more sovereign governments other than Her Majesty's Government or by any of their political subdivisions, agencies or instrumentalities. Bonds of such political subdivisions, agencies or instrumentalities are often, but not always, supported by the full faith and credit of the relevant sovereign government.

United States

US Government Bonds - Interest bearing securities issued by the Government of the United States.

US Government T-Bills - Short-term securities issued by the Government of the United States.

Non-US Government Sovereign Bonds - Bonds denominated in US$ which are issued or guaranteed by one or more sovereign governments (other than the US Government) or by any of their political subdivisions, agencies or instrumentalities. Bonds of such political subdivisions, agencies or instrumentalities are often, but not always, supported by the full faith and credit of the relevant sovereign government.

European Union

EU Government Bonds - Interest bearing securities issued by the Governments of the EU Member States.

EU Government T-Bills - Short-term securities issued by the Governments of the EU Member States or by any political subdivisions, agencies or instrumentalities of the EU.

Non-EU Government Sovereign Bonds - Bonds denominated in EUR which are issued or guaranteed by one or more sovereign governments (other than governments of countries within the EU) or by any of their political subdivisions, agencies or instrumentalities. Bonds of such political subdivisions, agencies or instrumentalities are often, but not always, supported by the full faith and credit of the relevant sovereign government.

General

Asset Backed Securities ("ABSs") - ABSs are securities issued normally by UK, US or European public limited companies which are collateralised by mortgages, charges or other debt obligations. Such securities are normally issued in a number of different classes with different characteristics such as credit quality and term.

Bankers Acceptance – Negotiable time drafts drawn on a bank and a form of money market paper used to finance international trade. It is traded on a discount basis to mature on a specific date.

Certificates of Deposit - Negotiable interest-bearing instruments with a specific maturity. Certificates of deposit are issued by banks, building societies and other financial institutions in exchange for the deposit of funds, and normally can be traded in the secondary market prior to maturity.

Commercial Paper - Unsecured short-term debt obligations and which are issued by corporations, commercial banks and other entities with maturities of up to one year.

Corporate Bonds – A long term debt instrument issued by a corporation as opposed to a bond issued by a government, agency, supranational or municipality.

Eurobond – Issued by either a sovereign, corporate, supranational or financial institution. These bonds pay their coupon gross, are usually listed on a European Exchange and settled in Euroclear or Cedel and therefore offer anonymity to investors. Eurobonds normally come in bearer form as opposed to registered stock.

Floating Rate Notes (FRNs) – FRNs are unsecured notes issued by governments, banks, building societies and other financial institutions. The interest rate payable is not fixed for the life of the security but is reset periodically, according to a formula specified in the terms of issue. The rate of interest paid is usually fixed at a margin or spread to a specified money market rate.

Short and Medium Term Obligations - Debt obligations, medium term notes, debentures or bonds or any other type of debt instrument with remaining maturities of a maximum of one year for fixed rate instruments and a maximum of 397 days for floating rate instruments.

Supranational Bonds - Debt obligations issued or guaranteed by supranational entities and public international bodies including international organisations designated or supported by governmental entities to promote economic reconstruction or development and international banking institutions and related governments agencies including the Asian Development Bank, the European Bank for Reconstruction and Development, the European Coal and Steel Community, the Inter-American Development Bank, the International Monetary Fund, the European Investment Bank, the International Bank for Reconstruction and Development (the World Bank) (collectively "Supranational Entities").

PORTFOLIO MANAGEMENT TECHNIQUES

The Company, on behalf of a Fund, may employ techniques and instruments relating to transferable securities and/or other financial instruments in which it invests for efficient portfolio management purposes. The use of techniques and instruments for efficient portfolio management purposes is subject to the conditions and within the limits laid down by the Central Bank Notices. The term "efficient portfolio management" refers to transactions that are entered into with the aim of reducing risk, reducing cost or generating additional capital for a Fund with an appropriate level of risk, taking into account the risk profile of a Fund the diversification rules set out in the Central Bank Notices. Subject to the Regulations and to the conditions and limits laid down by the Central Bank from time to time, a Fund may invest in financial derivative instruments dealt in on a Recognised Market and/or over the counter derivatives (OTCs) which will be used solely for the purposes of efficient portfolio management.

Direct and indirect operational costs and/or fees arising from the use of techniques and instruments for efficient portfolio management purposes on behalf of a Fund may be deducted from the revenue delivered to the relevant Fund. These costs and/or fees will be charged at normal commercial rates and will not include hidden revenue. Where applicable, the entities to which such direct and indirect operational costs and/or fees have be paid during the annual period to the relevant accounting year end of the Fund (including whether such entities are related to the Company or Custodian) will be disclosed in the annual report for such period.

Where such operations concern the use of derivative transactions, the Company must employ a risk-management process which enables it to monitor and measure at any time the risk of a Fund's positions and their contribution to the overall risk profile of the portfolio of assets of a Fund. It must employ a process for accurate and independent assessment of the value of OTC derivatives. Before investing in any financial derivative instruments on behalf of a Fund, the Company must file a risk management process report with the Central Bank in respect of that Fund and in accordance with particular requirements of the Central Bank shall specify, for that purpose, the types of derivative instruments, the underlying risks, the quantitative limits and the methods which are chosen in order to estimate the risks associated with transactions in any derivative instruments applicable to a Fund. The Company will ensure that a Fund's global exposure to FDIs does not exceed the total net asset value of its portfolio and that counterparty risk exposure to any OTC derivative transactions never exceeds the limits permitted under the Regulations. Global exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate positions. A Fund will not therefore be leveraged in excess of 100% of its Net Asset Value. Use of instruments for the purpose of efficient portfolio management will generally be made for one or more of the following:

- the reduction of risk;
- the reduction of cost; or
- the purpose of generating additional capital or income for the Company with an appropriate level of risk, taking into account the risk profile of the Company.

The Company will, on request, provide supplementary information to Shareholders relating to the risk management methods employed, including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments and for as long as the Company is registered in Hong Kong, Hong Kong Shareholders may request such supplementary information from the Hong Kong Representative.

A risk management process report will be submitted to and cleared by the Central Bank prior to each Fund engaging in derivative transactions. At the date of this Prospectus, a risk management process is in place in respect of the HSBC Canadian Dollar Liquidity Fund, the HSBC Euro Liquidity Fund, the HSBC Euro Government Liquidity Fund, the HSBC Sterling Liquidity Fund and the HSBC US Dollar Liquidity Fund. Each of these Funds uses the commitment approach to measure global exposure.

Financial Derivative Instruments

The financial derivative instruments in which a Fund may invest are forward foreign exchange contracts, exchange rate swap contracts, interest rate swap contracts, futures contracts and call and put options. The purpose of investing in these financial derivative instruments is to seek to hedge against exchange or interest rate risk. Where a Fund uses interest rate swaps or exchange rate swaps, it will be to alter the interest rate or currency exposure characteristics, respectively, of transferable securities held by a Fund in accordance with the investment policy of the Fund. Such swaps will be employed in order to seek generating additional capital or income for a Fund with no, or an acceptably low level of risk and will at all times be fully covered. Investments in financial derivative instruments are made subject to the conditions and limits laid down by the Central Bank.

Under the Regulations, a Fund may invest in the foregoing financial derivative instruments subject to the following terms and conditions:-

(1) The global exposure of a Fund relating to derivative instruments must not exceed the total net asset value of its portfolio of assets;

(2) The position exposure to the underlying assets of financial derivative instruments, including embedded financial derivative instruments in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, must not exceed in aggregate the investment limits specified under the heading UCITS Investment Restrictions in Part One.

(3) Investments in OTCs may be made provided that the counterparties to OTCs are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.

Futures

Futures are contracts to buy or sell a standard quantity of a specific asset (or, in some cases, receive or pay cash based on the performance of an underlying asset, instrument or index) at a pre-determined future date and at a price agreed through a transaction undertaken on an exchange. Futures contracts allow investors to hedge against market risk or gain exposure to the underlying market. Since these contracts are marked-to-market daily, investors can, by closing out their position, exit from their obligation to buy or sell the underlying assets prior to the contract's delivery date. Frequently using futures to achieve a particular strategy instead of using the underlying or related security or index, results in lower transaction costs being incurred.

Options

There are two forms of options, put and call options. Put options are contracts sold for a premium that gives one party (the buyer) the right, but not the obligation, to sell to the other party (the seller) of the contract, a specific quantity of a particular product or financial instrument at a specified price. Call options are similar contracts sold for a premium that gives the buyer the right, but not the obligation, to buy from the seller of the option at a specified price. Options may also be cash settled.

Interest Rate Swaps

An interest rate swap is an agreement negotiated between two parties to exchange interest rate cash flows, calculated on a notional amount, at specified dates during the life of the swap. The notional amount is used only to determine the payments under the swap and is not exchanged. The payment obligation of each party is calculated using a different interest rate, typically with one party paying a fixed interest rate in return for receiving a floating interest rate, either at regular intervals during the life of the swap or at the maturity of the swap.

Exchange Rate Swap Contracts

An exchange rate swap contract is an agreement negotiated between two parties to exchange the return on cash for the return on varying currencies.

Forward Foreign Exchange Contracts

A forward contract locks-in the price at which an index or asset may be purchased or sold on a future date. In currency forward contracts, the contract holders are obligated to buy or sell the currency at a specified price, at a specified quantity and on a specified future date.

Forward foreign exchange contracts may be used for the most part for hedging purposes to seek to reduce foreign exchange risk where the assets of a Fund are denominated in currencies other than the Base Currency but may also be used to take views on the direction of currency movements.

Ancillary Liquid Assets

The Company on behalf of a Fund may hold or maintain ancillary liquid assets such as master time deposits, demand notes, variable rate demand notes, with a maturity of no longer than six months, or short term funding agreements and use the following techniques and instruments relating to the relevant Fund. Any liquid assets acquired by the Liquidity Funds will at the time of acquisition have a short term credit rating of at least A-1 (or its equivalent) from a recognised credit rating agency such as Standard & Poor's or if not so rated must be considered by the Investment Manager to be of similar credit quality.

Repurchase Agreements

The Company, on behalf of a Fund, may enter into repurchase agreements for efficient portfolio management purposes. A repurchase agreement is an agreement under which a Fund purchases securities and the seller agrees to repurchase the securities within a particular time at a specified price. Such price will exceed the original purchase price, the difference being income to the Fund, and will be unrelated to the interest rate on the purchased security. The Custodian or sub-custodian will maintain custody of the purchased securities for the duration of the agreement, unless the Company uses tri-party collateral management services of International Central Securities Depositaries or relevant institutions which are generally recognised as specialists in this type of transaction, in which case the Custodian will be a named participant to the collateral arrangements. The value of the purchased securities, including accrued interest, will at all times equal or exceed the value of the repurchase agreement. In the event of bankruptcy of the seller or failure of the seller to repurchase the securities as agreed, a Fund could suffer losses, including loss of interest on or principal of the security and costs associated with delay in enforcement of the repurchase agreement. In evaluating whether to enter into a repurchase agreement, the Investment Manager will carefully consider the creditworthiness of the seller.

Transactions may only be effected in accordance with normal market practice. A Fund must at all times be in a position to meet the repurchase obligations. Securities which are the subject of a "repurchase" contract cannot be sold or pledged before the repurchase term has expired.

The Company, on behalf of a Fund, may utilise, either deliverable or tri-party, repurchase agreements which are collateralised (subject to the conditions under the Regulations). The underlying collateral may be denominated in either the relevant Base Currency or currencies that are in compliance with the guidelines of Moody's or Standard's & Poor's and with the Regulations.

Under the Regulations, the Central Bank requires that collateral obtained under a repurchase agreement must be in the form as set out in UCITS Notice 12. The Company, on behalf of a Fund, will only enter into repurchase agreements with counterparties which are rated at minimum, short term A-2 rating (or its equivalent) from a recognised credit rating agency such as Standard & Poor's or must be deemed by the Company to have an implied rating of at least, short term A-2 rating (or its equivalent) from a recognised credit rating agency such as Standard & Poor's as evaluated by the Investment Manager. Alternatively, an unrated counterparty will be acceptable where the Company is indemnified against losses suffered as a result of failure by the counterparty by an entity which has and maintains a rating of at least short term A-2 rating (or its equivalent) from a recognised credit rating agency such as Standard & Poor's.

All income generated from repurchase transactions will accrue to the individual Fund.

When-Issued Securities and Forward Commitments

The Company, on behalf of a Fund, may purchase securities on a when-issued or forward commitment basis. When-issued transactions arise when securities are purchased on behalf of a Fund with payment and delivery taking place in the future in order to secure what is considered to be an advantageous price and yield to a Fund at the time of entering into the transaction. In a forward commitment transaction, the Company on behalf of a Fund contracts to purchase or sell securities for a fixed price at a future date beyond customary settlement time. Alternatively, the Investment Manager, on behalf of the Company and each Fund may enter into offsetting contracts for the forward sale of other securities.

Securities purchased or sold on a when-issued or forward commitment basis involve a risk of loss if the value of the security to be purchased declined prior to the date of settlement or if the value of the security to be sold increases prior to the date of settlement. Although the Company, on behalf of a Fund, will generally purchase securities on a when-issued or forward commitment basis with the intention of acquiring securities for its portfolio, the Company, on behalf of a Fund may dispose of a when-issued security or forward commitment prior to settlement if the Investment Manager deems it appropriate to do so.

Hedging Transactions

Investments in securities denominated in currencies other than the Base Currency of a Fund offer potential benefits of diversification not available from investments solely in securities denominated in the relevant Base Currency. The Company on behalf of a Fund expects to employ simultaneous currency spot and forward transactions associated with the purchase of a specific underlying Base Currency of a Fund denominated assets in a currency other than the relevant Base Currency in order to invest in currency-hedged short term securities. The purchase and sale of forward contracts on currencies constitute contractual obligations to purchase and sell a specific currency for a fixed price at a stated time in the future. The Company will also enter into spot currency contracts, which are similar to forward contract, but generally provide for settlement within two days of the effective date of the contract. Forward and spot contracts are generally not entered into on regulated exchanges but are entered into over-the-counter ("OTC") directly between two counterparties acting as principals, rather than through an exchange clearing house as is generally the case with futures contracts, discussed below. Participants in the forward and spot market typically establish internal requirements regarding the creditworthiness of their counterparties and may not be willing to enter into transactions with those counterparties which do not satisfy such standards. Such participants may also impose limits on the maximum sizes of the positions they will maintain with particular counterparties and may require certain counterparties to provide margin, letters of credit or other credit enhancements before agreeing to enter into transactions with such counterparties. In order to effect transactions in currencies through the forward and spot markets, a Fund is required to establish business relationships with counterparties, based on its net assets and other factors related to its creditworthiness, and could be required to deposit margin with such counterparties. The Company will not be able to enter into transactions on the basis of credit facilities established on behalf of HSBC or any of its affiliates.

Forward and spot contracts are generally entered into on the basis of telephone negotiations between the parties, with the details of the transaction subsequently confirmed by facsimile. All principal terms of the transaction, including quantity, exchange rate, maturity and credit terms, are individually negotiated between the parties, although some standard terms and conditions might be used by market participants. Dealers in the OTC currency markets generally do not impose commissions on transactions entered into with counterparties, although the prices quoted by such dealers generally reflect a spread which represents the dealer's profit on the transaction. Currency transactions will be conducted through financial institutions specialising in these types of transactions, and whose unsecured senior debt or claims-paying ability is rated A or better by Standard & Poor's and Moody's.

OTC transactions entered into by the Company, will be subject to the Regulations and will comply with the provisions of the Central Bank Notices.

Investors should also refer to the section of this Prospectus entitled Risk Warnings.

COLLATERAL POLICY

Types of Collateral

1) Non Cash Collateral

(A) Non-cash collateral for Funds authorised on or after 19 February 2013 must, at all times, meet with the following requirements:

(i) **Liquidity**: Non-cash collateral should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the UCITS Regulations (paragraphs 5.1-5.3 in the section entitled "UCITS Investment Restrictions" at Appendix 1 below);

(ii) **Valuation**: Collateral must be capable of being valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place;

(iii) **Issuer credit quality**: Collateral received should be of high quality;

(iv) **Correlation**: Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty;

(v) **Diversification (asset concentration)**: Collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Net Asset Value of the relevant Fund. When a Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer;

(vi) **Immediately available**: Collateral received should be capable of being fully enforced by the Company at any time without reference to or approval from the relevant counterparty; and

(vii) Non-cash collateral received cannot be sold, pledged or reinvested by the Fund.

(B) Non-cash collateral for Funds authorised prior to 19 February 2013 must at all times, meet with the following requirements:

(i) **Liquidity:** Collateral must be sufficiently liquid in order that it can be sold quickly at a robust price that is close to its pre-sale valuation;

(ii) **Valuation:** Collateral must be capable of being valued on a daily basis and must be marked to market daily;

(iii) **Issuer credit quality:** Where the collateral issuer is not rated A1 or equivalent, conservative haircuts must be applied;

(iv) Non-cash collateral received must be issued by an entity independent of the counterparty;

(v) Non-cash collateral received must be diversified to avoid concentration in one issue, sector or country;

(vi) Non-cash collateral received must be immediately available to the Fund without recourse to the counterparty, in the event of default by that entity;

(vii) Non-cash collateral received cannot be sold, pledged or reinvested by the Fund;

(viii) Non-cash collateral received must be held at the risk of the counterparty; and

(ix) Non-cash collateral received must equal or exceed, in value, at all times, the value of the amount invested or securities loaned.

As and from 19 February 2014, the requirements set out in (A) above apply to Funds authorised prior to 18 February 2013.

2) Cash Collateral

Reinvestment of cash collateral must be in accordance with the following requirements:

(i) cash received as collateral may only be invested in the following:

(a) deposits with a credit institution authorised in the European Economic Area (EEA) (EU Member States, Norway, Iceland, Liechtenstein), a credit institution authorised within a signatory state, other than an EU Member State or a Member State of EEA, to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States) or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand (the **Relevant Institutions**);

(b) high quality government bonds;

(c) reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the Company is able to recall at any time the full amount of cash on an accrued basis;

(d) short-term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (ref CESR/10-049);

(ii) invested cash collateral must be diversified in accordance with the requirements in 1)(A)(v) above;

(iii) invested cash collateral may not be placed on deposit with the counterparty or a related entity.

Level of Collateral Required

Unless otherwise specified in Part One above for a Fund, the levels of collateral required are as follows:

Repurchase agreements	[at least 100% of the exposure to the counterparty]
Reverse repurchase agreements	[at least 100% of the exposure to the counterparty]
Lending of portfolio securities	[at least 100% of the exposure to the counterparty]
OTC derivatives	Such collateral to ensure, in any event, that counterparty exposure is managed within the limits set out in **UCITS Investment Restrictions** in Appendix 1below

Haircut Policy

In advance of a Fund entering into OTC derivative transactions, repurchase and reverse repurchase agreements and/or stock-lending transactions, the Investment Manager will determine what, if any, haircut may be required and acceptable for each class of asset to be received as collateral, which will be set out in the agreement with the relevant counterparty or otherwise documented at the time of entering into such agreement. Such haircut will take into account the characteristics of the asset such as the credit standing or price volatility of the assets received as collateral and, where applicable, the outcome of any stress test performed in accordance with the Central Bank's requirements.

SUBSCRIPTIONS AND MINIMUM HOLDINGS

Investors buying Shares for the first time should complete the application form obtainable from the Global Service Provider or the Company and forward it to the Administrator by facsimile or post. Investors who fax the application form must also forward the original application form to the Administrator together with supporting documentation in relation to money laundering prevention checks and must be received promptly. Subsequent investments may be made by telephone or facsimile.

Applications received by the Administrator up to the Dealing Deadline will be dealt with on that Dealing Day. Any applications received after the relevant Dealing Deadline will be dealt with on the following Dealing Day. The Company reserves the right to refuse applications for subscriptions at its discretion.

The initial issue price for Shares in a Fund will be determined by the Directors at the time of the creation of each Fund.

Details of the applicable offer period in relation to additional Funds or class of Shares will be contained in the Supplement issued at the time of creation of such Funds or class of Shares. Such periods may be extended by the Directors at their discretion and any such extension will be notified to the Central Bank.

The minimum initial investment, minimum additional investment and minimum holding in a Fund or class of Shares will be determined by the Directors at the time of the creation of each Fund or class of Shares. The Directors may increase or reduce these amounts if, in their absolute discretion, they consider that the circumstances so warrant. See Part One for further details.

Payment for Shares may be made in the Base Currency of a Fund or in other major freely convertible currencies.

Shares may not be issued during any period when the calculation of the Net Asset Value per Share of the relevant Fund is suspended in the manner described under "Valuation of Assets and Temporary Suspension of Determination of Net Asset Value". Applicants for Shares will be notified of such suspension and, unless withdrawn, their applications will be considered as at the next Business Day following the ending of such suspension.

In circumstances where the Investment Manager considers there to be a lack of liquidity in relation to the underlying investments, which may occur on the day immediately preceding or immediately following public holidays, the Directors may in their absolute discretion refuse to accept subscription and/or redemption requests. Such requests will be dealt with on the next following Dealing Day.

The number of Shares allocated will be rounded to the nearest one thousandth of a Share.

The Company may rely upon orders placed, even prior to receipt of subscriptions monies, and may invest the expected subscriptions amounts. Any failure by an investor to transmit subscription monies prior to the relevant deadline for receipt of subscription monies may result in certain losses, costs or expenses for the account of a Fund. Investors agree to indemnify the Company, the Directors and the Global Service Provider for any losses, costs or expenses incurred by them as a result of the failure or default of the investor to transmit subscription monies in immediately available funds for the account of such Fund by the Dealing Deadline on the Dealing Day on which the order is placed. In order to recover any such costs or expenses incurred, the Directors reserve the right to instruct the Administrator to sell such amount of Shares held by a Shareholder as may be required to recompense the Company and any Fund for any losses incurred as a result of any such failure or default by a Shareholder in the transmission of subscription monies.

Settlement in relation to the Liquidity Funds will normally be by telegraphic transfer to be received by close of business Irish time on the relevant Dealing Day. The Company has the right to cancel any purchase contract which is not settled in full. The applicant remains liable for any loss incurred by the Company in the case of non-settlement.

A confirmation statement will normally be issued within 24 hours after the allocation of Shares.

There is a single price for buying Shares in a Fund which is represented by the relevant Net Asset Value per Share of the relevant class of Shares in a Fund. Following the closing of the relevant offer period the issue price in respect of any applications for Shares received prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the Valuation Point on that Dealing Day, except in the case of Shares in the Liquidity Funds in relation to which the issue price will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day. A sales charge of up to 5% may be added to the purchase price of the Shares. A switching fee may be charged at the discretion of the Directors. It is not the current intention of the Directors to levy such fees.

The Company reserves the right to determine the issue price of Shares in the Liquidity Funds based on the Net Asset Value per Share at the Valuation Point on the relevant Dealing Day if the Company in its absolute discretion determines that a Shareholder is purchasing or selling shares in a Fund in order to gain an unfair advantage. In such circumstances settlement will be close of business Irish time on the Business Day following the relevant Dealing Day.

REDEMPTIONS

Instructions to sell Shares should be addressed to the Administrator and may be made by telephone or facsimile. Instructions received after the Dealing Deadline will be dealt with on the following Dealing Day.

The minimum value of a holding remaining in a class of Shares in a Fund will be determined by the Directors at the time of the creation of a Fund. The Directors may increase or reduce this minimum amount if, in their absolute discretion, they consider that the circumstances so warrant. See Part One for further details.

Shares will be redeemed at the relevant Net Asset Value per Share of the relevant class of Shares in a Fund. The redemption price of Shares in respect of redemption requests received prior to the relevant Dealing Deadline on a Dealing Day will be the Net Asset Value per Share determined at the relevant Valuation Point on that Dealing Day except in the case of Shares in the Liquidity Funds in relation to which the redemption price will be the Net Asset Value per Share determined at the Valuation Point on the previous Business Day.

The Company reserves the right to determine the redemption price of Shares in the Liquidity Funds based on the Net Asset Value per Share at the Valuation Point on the relevant Dealing Day if the Company in its absolute discretion determines that a Shareholder is purchasing or selling shares in a Fund in order to gain an unfair advantage. In such circumstances settlement will be close of business Irish time on the Business Day following the relevant Dealing Day.

Settlement in relation to the Liquidity Funds other than in respect of a redemption pursuant to a Standing Request will be made by telegraphic transfer by close of business on the relevant Dealing Day, provided that all required documentation has been provided to the Administrator. Payment will be made in the Base Currency of a Fund. Shareholders should note that due to time zone differences they may not receive the settlement proceeds into their nominated bank account on the Dealing Day, the Business Day following the relevant Dealing Day or Settlement Date (as appropriate). A Shareholder may change the bank account designated in its account opening form for payment of redemption proceeds and dividend payments by providing a written original request to the Administrator in advance of the redemption instruction. Such request must be signed by an authorised signatory of the Shareholder.

Shares may not be redeemed during any period when the calculation of the Net Asset Value per Share of a Fund is suspended. Shareholders requesting repurchase will be notified of such suspension and, unless withdrawn, redemption requests will be considered as at the next Dealing Day following the end of such suspension.

Under certain circumstances, a Redemption Fee may be charged as follows:

1. A Redemption Fee of up to 3% of the Net Asset Value per Share may be charged at the discretion of the Directors. Such a Redemption Fee would only be charged in exceptional circumstances, such as during periods of severe market stress, when the cost of liquidating assets to meet redemption requests may result in material losses to the Fund, to the disadvantage of shareholders who remain invested in the Fund;
2. The Company reserves the right to charge a Redemption Fee of 0.10% if the Company in its absolute discretion determines that the Shareholder is purchasing or selling Shares in a Fund on considerations of a short term nature or for trading or arbitrage purposes.

The total maximum Redemption Fee that may be levied on any Dealing Day will not exceed 3% of the Net Asset Value per Share.

Shareholders would be advised when making a redemption request that a fee is in place, including the amount of the fee. Shareholders would then be in a position to decide whether to go ahead with the redemption and pay the fee, or whether to remain invested.

The Redemption Fee charged would be deducted from the redemption proceeds and shall be retained within the relevant Fund.

Automatic Redemption and Cancellation of Shares in respect of Standing Requests

Each Shareholder of Shares in a Share class of a Fund which seeks to maintain a constant Net Asset Value per Share of 1.00 in the Base Currency of the relevant Fund as detailed in Part One of this Prospectus, is deemed to have provided a standing request to the Company ("**Standing Request**") to automatically redeem and cancel such number of their Shares on any Dealing Day, which represent the Shareholder's pro-rata share of any Negative Yield in respect of that Fund or class of Shares. Accordingly, the Company may automatically redeem and cancel such Shares where a Negative Yield applies to such Shares without further consent from the Shareholder and, when any such repurchase is effected, the Company will use any such redemption proceeds to discharge the Shareholder's pro-rata share of such Negative Yield.

The number of the Shares that will be automatically redeemed pursuant to a Standing Request on a Dealing Day will be the number of Shares held by the Shareholder as at the Valuation Point for that Dealing Day in the relevant class of Shares to which the Standing Request applies, adjusted for any subscriptions or redemptions of Shares in that class of Shares in respect of that Dealing Day, multiplied by the Negative Net Yield, multiplied by the number of days expense accrual (to the Valuation Point for the next Dealing Day for such Shares), divided by 365 and rounded to 3 decimal places.

In formula, the number of Shares to be automatically redeemed pursuant to a Standing Request on any Dealing Day (ΔS) would be:-

$\Delta S = N \times (M - Y) \times d/365$, rounded to 3 decimal places,

where:-

N = number of Shares held as at the Valuation Point for the relevant Dealing Day
M = charges and expenses attributable to the Shares as outlined in Part One of the Prospectus as at the Valuation Point for the relevant Dealing Day
Y = Yield as at the Valuation Point for the relevant Dealing Day (a positive number if the Yield is positive, a negative number if the Yield is a Negative Yield)
d = number of calendar days to the next Valuation Point

Shares will be redeemed at the relevant Net Asset Value per Share of the relevant class of Shares in a Fund. The proceeds from the automatic redemption and cancellation of the Shares pursuant to a

Standing Request will be retained by the relevant Fund to cover the Negative Yield of that Fund or class of Shares in order to seek to stabilise the Net Asset Value per Share of the relevant class.

A confirmation statement will normally be issued within 24 hours of the relevant Dealing Day in respect of all redemptions processed on that Dealing Day.

Further conditions relating to the redemption of Shares, including compulsory repurchase and limits on the amount of Shares which the Company is obliged to repurchase on any Dealing Day, are set out under "Redemptions".

SWITCHING

Shareholders will be able to exchange their Shares in one class of Shares in a Fund for Shares of the same or another class in the same or another Fund of the Company. Instructions to switch Shares must be sent to the Administrator by fax or by letter and must be given by all joint shareholders. Instructions should include full registration details together with the number of Shares to be switched between named Funds.

Switching instructions received up to 12.00 noon (Dublin time) on a Dealing Day will be dealt with on that Dealing Day. Instructions received from 12.00 noon (Dublin time) will be dealt with on the following Dealing Day.

The number of Shares will be rounded up or down to the nearest one thousandth of a Share.

A request to switch Shares in one Fund for Shares in another Fund (whether as an initial investment into a new Fund or otherwise) may only be made if the value of the Shares to be exchanged is equal to or exceeds the minimum initial subscription or minimum holding, as defined in Part One, as the case may be, for the relevant class of Shares in the relevant Fund. The Directors may refuse any application to switch if such an application would result in a Shareholder's holding of Shares in the first Fund to fall below the minimum holding, as defined in Part One, for the relevant class of Shares for that Fund.

COMPULSORY TRANSFER OF SHARES

Shares acquired directly or indirectly by an US Person (except pursuant to an exemption under applicable US Securities laws), persons in breach of any law or requirement of any country or persons who directly or indirectly may result in the Company or any relevant Fund incurring any liability to taxation or pecuniary disadvantage, are subject to compulsory transfer by the Company.

DIVIDEND POLICY

Dividends will be declared on each Business Day in order to stabilise the Net Asset Value of A Shares and B Shares and Z Shares of the Liquidity Funds. However, there is no guarantee that the Company will be able to attain this objective. It is proposed that the Company will pay dividends on A Shares, B Shares and Z Shares in the Liquidity Funds monthly out of the accumulated revenue (consisting of all revenue accrued including interest and dividends) less expenses attributable to A Shares, B Shares and Z Shares of a Liquidity Fund. Shareholders will have the option to have dividends re-invested in A Shares, B Shares and Z Shares in a Liquidity Fund or to receive a cash dividend, which will be paid by electronic funds transfer. A Shareholder may change the bank account designated in its account opening form for payment of redemption proceeds and dividend payments by providing a written original request to the Administrator in advance of the redemption instruction. Such request must be signed by an authorised signatory of the Shareholder.

C Shares and D Shares in the Liquidity Funds carry no right to any dividend. The net income attributable to those Share Classes will be retained within the relevant Fund. The Net Asset Value per C Share and D Share, of the Liquidity Funds shall rise each day by the amount of net income earned by each of those Shares.

UCITS INVESTMENT RESTRICTIONS

The investment restrictions for the Company will be those stipulated in the UCITS Regulations as described in the Appendix and any additional restrictions will be formulated by the Directors in relation to a Fund at the time of the creation of a Fund, details of which will be set out in the relevant supplement.

For as long as the Company and the relevant Funds remain authorised by the SFC and unless otherwise approved by the SFC, the Company will operate the SFC-authorised Funds in accordance with the investment principles (including the investment and borrowing restrictions) of chapter 8.2 of the SFC Code on Unit Trusts and Mutual Funds (the "Code"). In particular the weighted average portfolio maturity (which will not exceed 60 days) will also be kept within the average portfolio maturity requirement under the Code. However the Funds may also invest in repurchase agreements for the purposes of efficient portfolio management and may invest in financial derivative instruments for hedging purposes, in accordance with the terms of this Prospectus.

Notwithstanding the availability of investment powers under the UCITS Directive, it is the intention of the Directors to operate the Funds in accordance with the investment restrictions under the UCITS I Regulations. UCITS I investment restrictions are not more permissible than the investment restrictions set out below. A copy of the UCITS I investment restrictions will be available to Hong Kong investors upon request to the Hong Kong Representative and in the case of all other Shareholders, upon request to the Administrator. Shareholder approval will be sought and this Prospectus will be appropriately amended in the event that it is proposed to materially change the investment and borrowing restrictions applicable to the Company or any Fund. The Directors may from time to time impose such further investment restrictions as shall be compatible with or in the interest of the Shareholders, in order to comply with the laws and regulations of the countries where Shares are placed.

It is intended that the Company should have the power to avail itself of any change in the law, regulations or guidelines which would permit investment in assets and securities on a wider basis.

BORROWING POWERS

The Company may not borrow money except insofar as is permitted under the Regulations, that is to say:

- The Company may borrow, for the account of a Fund, up to 10% of the net assets of a Fund provided that such borrowing is on a temporary basis. The assets of such Fund may be charged or pledged as security for any such borrowings.

- The Company, for the account of a Fund, may acquire foreign currency by means of a "back-to-back loan". Foreign currency obtained in this manner is not classified as borrowing for the purposes of the borrowing restrictions referred to above provided that the offsetting deposit (a) is denominated in the base currency of the UCITS and (b) equals or exceeds the value of the foreign currency outstanding.

However, where foreign currency borrowings exceeds the value of the back to back deposits, any excess is regarded as borrowing for the purposes of the above borrowing restrictions.

Without prejudice to the powers of the Company to invest in transferable securities, money market instruments and other financial instruments referred to in paragraph 1 of the Investment Restrictions under the heading Permitted Investments, the Company may not lend, or act as guarantor on behalf of third parties.

Any special borrowing restrictions relating to a Fund will be formulated by the Directors at the time of the creation of a Fund. There are no special borrowing restrictions currently in operation.

RISK WARNINGS

General

The investments of the Company are subject to normal market fluctuations and other risks inherent in investing in securities or other instruments and there can be no assurance that any appreciation in value of investments will occur. In particular the value of investments may be affected by uncertainties such as international, political and economic developments or changes in government policies.

The value of investments and the income derived therefrom may fall as well as rise and investors may not recoup the original amount invested in the Company. An investment should only be made by those persons who are able to sustain a loss on their investment.

There can be no guarantee that the investment objective of a Fund will actually be achieved.

It should be noted that an investment in the Fund is different in nature from a bank deposit. In particular investors should note that the principal in the Fund is capable of fluctuation and therefore there is no guarantee that a stable net asset value will be maintained.

Shareholders may not recoup the original amount invested in a particular Fund. Shareholders of each Fund should not rely on or expect the Promoter or an affiliate to purchase distressed assets from any Fund, make capital infusions into any Fund, enter into capital support agreements with any Fund or take other actions to help any Fund maintain the principal value.

Contagion Risk

The ability of a Fund to maintain principal value can be adversely affected by other money market funds. If any money market fund fails to maintain principal, or there is a perceived threat of such a failure, other money market funds, including a Fund, could be subject to increased redemption activity which could adversely affect a Fund's principal value.

Credit Risks

Not all of the securities in which a Fund may invest which are issued by sovereign governments or political subdivisions, agencies or instrumentalities thereof will have the explicit full faith and credit support of the relevant government. Any failure by any such government to provide such support could result in losses to a Fund and adversely affect the Net Asset Value per Share.

Changes in Interest Rates

The value of Shares may, notwithstanding the policy of the Company of investing in short-term instruments, be affected by substantial adverse movements in interest rates. This may result in the amount realised on the sale of Shares being less than the original amount invested.

Derivative Risk

Derivatives (such as swaps) are highly specialised instruments that require investment techniques and risk analyses different from those associated with equities and debt securities. The use of a derivative requires an understanding not only of the underlying instrument but also of the derivative itself. In particular, the use and complexity of derivatives require the maintenance of adequate controls to monitor the transactions entered into and the ability to assess the risk that a derivative transaction adds to a portfolio. In an environment of interest rate volatility, derivative instruments, such as Interest Rate Swaps, may be used in order to hedge a Fund against large variations of the market value. These instruments will be used for hedging interest rate risks purpose only. There can be no guarantee or assurance that the use of derivatives will meet or assist in meeting the investment objectives of a Fund.

Where a Fund enters into derivative techniques, it will be exposed to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, a Fund could experience delays in liquidating the position and may incur significant losses. There is also a possibility that on-going derivative transactions will be terminated unexpectedly as a result of events outside the control of the Investment Manager, for instance, bankruptcy, supervening illegality or a change in the tax or accounting laws relative to those transactions at the time the agreement was originated.

The swap market has grown substantially in recent years with a large number of banks and investment banking firms acting both as principals and as agents utilising standardised documentation. As a result, the swap market has become liquid but there can be no assurance that a liquid secondary market will exist at any specified time for any particular swap. Derivatives do not always perfectly or even highly correlate or track the value of the securities, rates or indices they are designed to track. Consequently, the Investment Manager's use of derivative techniques may not always be an effective means of, and sometimes could be counter-productive to, a Fund's investment objective.

A Fund may utilise both exchange-traded and over-the-counter derivatives, including, but not limited to, futures, forwards, swaps and options for efficient portfolio management. These instruments can be highly volatile and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a position in such instruments permit a high degree of leverage. As a result, depending on the type of instrument, a relatively small movement in the price of a contract may result in a profit or a loss which is high in proportion to the amount of funds actually placed as initial margin and may result in unquantifiable further loss exceeding any margin deposited. In addition, daily limits on price fluctuations and speculative position limits on exchanges may prevent prompt liquidation of positions resulting in potentially greater losses. Transactions in over-the-counter contracts may involve additional risk as there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk.

Conflicts of Interest

Investors should refer to the section entitled "Portfolio Transactions and Related Party Dealings" below for further details.

Legal Risk

Legal risk is the risk of loss due to unexpected application of a law or regulation, or because contracts are not legally enforceable or documented correctly in the context of financial derivative instruments.

Repurchase and Reverse Repurchase Agreements

In the event of a bankruptcy or other default of a seller of a repurchase agreement, the Company could experience both delays in liquidating the underlying securities and losses, including a possible decline in the value of the underlying securities during the period when the Company seeks to enforce its rights thereto, reduced levels of income and lack of access to income during this period and the expenses of enforcing its rights.

Counterparty and Settlement Risk

Settlement risk occurs when a transaction is not completed as duly agreed between the parties. This may be due to an error or omission in the necessary settlement, clearing or registration processes or due to the lack of creditworthiness of one of the parties to the transaction.

Counterparty risk occurs when a party to a contract fails to honour and defaults on its obligations thereunder. Funds which are party to these risks can incur considerable losses.

Market and Liquidity Risk

Trading counterparties may from time to time refrain from making a market in a particular financial contract or instrument, with the result that those persons already holding such a contract or instrument are unable to liquidate their exposure. Such characteristics can lead to considerable losses being incurred by those exposed to such instruments.

Correlation Risk

A Fund may utilise forward contracts and currency options to seek to hedge against fluctuations in the relative values of a Fund's portfolio positions as a result of changes in currency exchange rates and market interest rates. Hedging against a decline in the value of portfolio positions does not eliminate fluctuations in the values of portfolios positions nor does it prevent losses if the values of such positions decline, but establishes other positions designed to gain from those same developments, thus moderating the decline in the positions' value. Such hedge transactions also limit the opportunity for gain if the value of the portfolio positions should increase. Moreover, it may not be possible for a Fund to hedge against any exchange rate or interest rate fluctuation which is so generally anticipated that the Fund is not able to enter into a hedging transaction at a price sufficient to protect the Fund from the decline in value of the portfolio position anticipated as a result of such a fluctuation.

Currency Transactions

A Fund may engage in currency transactions in order to hedge instruments not denominated in its Base Currency. In this regard, spot transactions and forward contracts are subject to the risk that counterparties will default on their obligations. Since a forward contract is not guaranteed by an exchange or clearinghouse, a default on the contract would deprive a Fund of the hedging benefits of the contract and force a Fund to cover its purchase or sale commitments, if any, at the current market price. The Company, on behalf of a Fund will not enter into such transactions unless the credit quality of the unsecured senior debt or the claims-paying ability of the spot or forward contract counterparty thereto is rated A or better by both Standard & Poor's and Moody's.

Currency of Reference

Depending on the investor's currency of reference, currency fluctuations may adversely affect the value of an investment.

Changes to Net Asset Value

Investors should note that although the Directors will seek to stabilise the Net Asset Value per A Shares, B Shares and Z Shares of the Liquidity Funds, there can be no assurance that the Company will be able to attain this objective. The price of Shares as well as the income therefrom may go down as well as up to reflect changes in the Net Asset Value per A Shares, B Shares and Z Shares of the Liquidity Funds.

Negative Yield

Market conditions, including but not limited to a reduction in interest rates may have a material impact on the Yield payable on a class of Shares in a Fund. Either the Yield will be so low that following the deduction of the charges and expenses applicable to the Shares, as outlined in Part One of the Prospectus, it will be a negative number (Negative Net Yield) or the yield will already be a negative number before the charges and expenses have been deducted (Negative Gross Yield). Such market conditions, together with any actions taken by financial institutions in response thereto (such as, for example, by way of reducing interest rates and therefore income payable on investments of a Fund), are outside the control of the Directors.

A Negative Net Yield and/or Negative Gross Yield environment creates potential issues for any Fund which seeks to maintain the distributing classes of Shares in the Fund at a constant Net Asset Value per Share in that the Yield of the Fund may be unable to pay a distribution or cover charges or expenses or other liabilities of the Fund, such as the fees of the Global Service Provider, the Investment Management fee or other operating costs.

Each Shareholder of Shares in a Share class of a Fund which seeks to maintain a constant Net Asset Value per Share is deemed to have provided a Standing Request to the Company to automatically redeem and cancel such number of their Shares on any Dealing Day, which represent the Shareholder's pro-rata share of any Negative Yield in respect of that Fund or class of Shares. Accordingly, the Company may automatically redeem and cancel such Shares where a Negative Yield applies to such Shares without further consent from the Shareholder and, when any such repurchase is effected, the Company will use any such redemption proceeds to discharge the Shareholder's pro-rata share of such Negative Yield. Accordingly, redemption proceeds in respect of the Shares which are automatically redeemed and cancelled pursuant to a Standing Request will not be paid to the Shareholders of the relevant Fund or class of Shares, as applicable, and instead will be automatically retained by the relevant Fund to cover the Negative Yield of that Fund or class of Shares (such as to discharge any liability, operating cost or fee attributable to the Fund or class of Shares.

While the automatic redemption and cancellation of Shares in these circumstances may enable the Fund to maintain the relevant class of Shares at a constant Net Asset Value per Share, the number of Shares in issue in such class of Shares and therefore the number of Shares held by a Shareholder in such class, will be decreased in line with the decrease in the assets caused by the Negative Yield applicable to such class of Shares and the automatic redemption and cancellation of such Shares. A Shareholder will continue to suffer investment losses as a result of the automatic redemption and cancellation of Shares where a Negative Yield exists and the Shareholder may not get back the amount he invested in the class of Shares.
Investors should also note that although the Directors will seek to stabilise the Net Asset Value per Share in a distributing class of Shares, there can be no assurance that the Company will be able to attain this objective.

Suspension of Valuation

The ability to subscribe for, or redeem Shares may be affected by a temporary suspension of the determination of the Net Asset Value of a Fund which may take place upon the occurrence of certain events as described under "Valuation of Assets and Temporary Suspension of Determination of Net Asset Value".

Dividend Policy

Dividends will be declared on A Shares, B Shares and Z Shares of the Liquidity Funds on each Business Day in order to stabilise the Net Asset Value per A Shares, B Shares and Z Shares of the Liquidity Funds. However, there is no guarantee that the Company will be able to attain this objective. Shareholders in the A Shares, B Shares and Z Shares of the Liquidity Funds will receive dividends monthly which, at their option, will be in the form of additional Shares or which can be paid out.

Segregated Liability between the Funds

Liabilities of one Fund will not impact on nor be paid out of the assets of another Fund. While the provisions of the Companies Acts 1963-2009 provide for segregated liability between Funds, these provisions have yet to be tested in foreign courts, in particular, in satisfying local creditors' claims. Accordingly it is not free from doubt that the assets of any Fund may be exposed to the liabilities of other Funds of the Company. As of the date of the Prospectus the Directors are not aware of any existing or contingent liability of any Fund of the Company.

Changes to Share Value

Notwithstanding the investment objective of each of the A Shares, B Shares and Z Shares of the Liquidity Funds to maintain a stable Net Asset Value, it should be appreciated that the value of Shares and the income from them may fall as well as rise, and that investors may not get back the amount they have invested. Changes in exchange rates may cause the value of Shares to go up or down.

Political and/or Regulatory Risks

The value of the assets of a Fund may be adversely affected by uncertainties such as international political and economic developments and change in market conditions, government policies and in legal, regulatory and tax requirement.

Foreign Account Tax Compliance Act (FATCA)
Please see the following Tax section for further details on how FATCA could affect your investment.

No Investment Guarantee Equivalent to Deposit Protection

Investment in a Fund is not in the nature of a deposit in a bank account and is not protected by any government, government agency or other guarantee scheme which may be available to protect the holder of a bank deposit account.

Asset-Backed and Receivables-Backed Securities

Asset-backed securities are created by the grouping of certain governmental, government-related and private loans, receivables and other lender assets into pools. Interests in these pools are sold as individual securities. Payments from the asset pools may be divided into several different tranches of debt securities, with some tranches entitled to receive regular instalments of principal and interest, other tranches entitled to receive regular instalments of interest, with principal payable at maturity or upon specified call dates, and other tranches only entitled to receive payments of principal and accrued interest at maturity or upon specified call dates. Different tranches of securities will bear different interest rates which may be fixed or floating.

Because the loans held in the asset pool often may be prepaid without penalty or premium, asset-backed securities are generally subject to higher prepayment risks than most other types of debt instruments. Prepayment risks on mortgage securities tend to increase during periods of declining mortgage interest rates because many borrowers re-finance their mortgages to take advantage of the more favourable rates. Depending upon market conditions, the yield that a Fund receives from the re-investment of such prepayments, or any scheduled principal payments may be lower than the yield on the original mortgage security. As a consequence, mortgage securities may be a less effective means of "locking in" interest rates than other types of debt securities having the same stated maturity and may also have less potential for capital appreciation. For certain types of asset pools, such as collateralised mortgage obligations, prepayments may be allocated to one tranche of securities ahead of other tranches, in order to reduce the risk of prepayment for the other tranches.

The credit characteristics of asset-backed securities also differ in a number of respects from those of traditional debt securities. The credit quality of most asset-backed securities depends primarily upon the credit quality of the assets underlying such securities, how well the entity issuing the securities is insulated from the credit risk of the originator or any other affiliated entities, and the amount and quality of any credit enhancement to such securities.

Legal Requirements

Persons interested in purchasing Shares should inform themselves as to (a) the legal requirements within their own countries for the purchase of Shares, (b) any foreign exchange restrictions which may be applicable, and (c) the income and other tax consequences of purchase, conversion and redemption of Shares.

TAXATION

The following statements are by way of a general guide to potential investors and Shareholders only and do not constitute tax advice. Shareholders and potential investors are therefore advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling or otherwise disposing of the Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

Shareholders and potential investors should note that the following statements on taxation are based on advice received by the Directors regarding the law and practice in force in the relevant jurisdiction at the date of this Document and proposed regulations and legislation in draft form. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Company will endure indefinitely.

Irish Taxation

Tax on income and capital gains

The Company

The Company will only be subject to tax on chargeable events in respect of Shareholders who are Irish Persons (generally persons who are resident or ordinarily resident in Ireland for tax purposes - see definitions section for more details).

A chargeable event occurs on:

(i) a payment of any kind to a Shareholder by the Company;

(ii) a transfer of Shares; and

(iii) on the eighth anniversary of a Shareholder acquiring Shares and every subsequent eighth anniversary

but does not include any transaction in relation to Shares held in a clearing system recognised by the Irish Revenue Commissioners, certain transfers arising as a result of an amalgamation or reconstruction of fund vehicles and certain transfers between spouses or former spouses.

If a Shareholder is not an Irish Person at the time a chargeable event arises no Irish tax will be payable on that chargeable event in respect of that Shareholder.

Where tax is payable on a chargeable event, subject to the comments below, it is a liability of the Company which is recoverable by deduction or, in the case of a transfer and on the eight year rolling chargeable event by cancellation or appropriation of Shares from the relevant Shareholders. In certain circumstances, and only after notification by the Company to a Shareholder, the tax payable on the eight year rolling chargeable event can at the election of the Company become a liability of the Shareholder rather than the Company. In such circumstances the Shareholder must file an Irish tax return and pay the appropriate tax (at the rate set out below) to the Irish Revenue Commissioners.

In the absence of the appropriate declaration being received by the Company that a Shareholder is not an Irish Person or if the Company has information that would reasonably suggest that a declaration is incorrect, and in the absence of written notice of approval from the Revenue Commissioners to the effect that the requirement to have been provided with such declaration is deemed to have been complied with (or following the withdrawal of, or failure to meet any conditions attaching to such approval), the Company will be obliged to pay tax on the occasion of a chargeable event. Where the chargeable event is an income distribution tax will be deducted at the rate of 27% on the amount of the distribution. Where the chargeable event occurs on any other payment to a Shareholder, on a transfer of Shares and on the eight year rolling chargeable event, tax will be deducted at the rate of 30% on the increase in value of the shares since their acquisition. In respect of the eight year rolling chargeable event, there is a mechanism for obtaining a refund of tax where the Shares are subsequently disposed of for a lesser value.

The Finance Act 2007 introduced an anti-avoidance provision that increases the 30% rate of tax to 50% if, under the terms of an investment in a fund, the investor or certain persons associated with the investor have an ability to influence the selection of the assets of the fund.

Other than in the instances described above the Company will have no liability to Irish taxation on income or chargeable gains.

Shareholders

Shareholders who are neither resident nor ordinarily resident in Ireland in respect of whom the appropriate declarations have been made (or in respect of whom written notice of approval from the Revenue Commissioners has been obtained by the Company to the effect that the requirement to have been provided with such declaration from that Shareholder or class of shareholders to which the Shareholder belongs is deemed to have been complied with) will not be subject to tax on any distributions from the Company or any gain arising on redemption, repurchase or transfer of their shares provided the shares are not held through a branch or agency in Ireland and the shares, if unlisted, do not derive the greater part of their value from Irish land or mineral rights. No tax will be deducted from any payments made by the Company to those Shareholders who are not Irish Persons.

Shareholders who are Irish resident or ordinarily resident or who hold their shares through a branch or agency in Ireland may have a liability under the self-assessment system to pay tax, or further tax, on any distribution or gain arising from their holdings of Shares. In particular where the Company has elected to not deduct tax at the occasion of the eight year rolling chargeable event a Shareholder will have an obligation to file a self-assessment tax return and pay the appropriate amount of tax to the Irish Revenue Commissioners.

Refunds of tax where a relevant declaration could be made but was not in place at the time of a chargeable event are generally not available except in the case of certain corporate Shareholders within the charge to Irish corporation tax.

Stamp duty

No Irish stamp duty will be payable on the subscription, transfer or redemption of Shares provided that no application for Shares or re-purchase or redemption of Shares is satisfied by an in specie transfer of any Irish situated property.

Capital acquisitions tax

No Irish gift tax or inheritance tax (capital acquisitions tax) liability will arise on a gift or inheritance of Shares provided that

(a) at the date of the disposition the transferor is neither domiciled nor ordinarily resident in Ireland and at the date of the gift or inheritance the transferee of the Shares is neither domiciled nor ordinarily resident in Ireland; and

(b) the Shares are comprised in the disposition at the date of the gift or inheritance and the valuation date.

Other tax matters

The income and/or gains of a Company from its securities and assets may suffer withholding tax in the countries where such income and/or gains arise. The Company may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in repayment to that Company, the net asset value of the Company will not be restated and the benefit will be allocated to the existing Shareholders rateably at the time of repayment.

EU Savings Tax Directive

On 3 June, 2003 the Council of the European Union (ECOFIN) adopted a directive regarding the taxation of interest income. Each EU Member State must implement the directive by enacting legislation that requires paying agents (within the meaning of the directive) established within its territory to provide to the relevant competent authority details of interest payments (which includes certain payments made by collective investment undertakings such as the Fund) made to any individual and certain intermediate entities resident in another EU Member State or a territory being a dependent or associated territory of an EU Member State (Relevant Territory). The competent authority of the EU Member State of the paying agent (within the meaning of the directive) is then required to communicate this information to the competent authority of the Relevant Territory of which the beneficial owner of the interest is a resident.

Austria and Luxembourg may opt instead to withhold tax from interest payments within the meaning of the directive. Belgium previously operated a withholding tax system but changed to the provision of information with effect from 1 January 2010.

Ireland has implemented the directive into national law. Any Irish paying agent making an interest payment on behalf of the Company to an individual, and certain residual entities defined in the TCA, resident in another Relevant Territory will have to provide details of the payment to the Irish Revenue Commissioners who in turn will provide such information to the competent authorities of the Relevant Territory of residence of the individual or residual entity concerned.

Broadly speaking, for income distributions, it is only if the fund has invested more than 15% of its assets directly or indirectly in interest bearing securities and for capital distributions it is only if the fund has invested more than 25% of its assets directly or indirectly in interest bearing securities, that payments received from the Fund would be subject to reporting obligations.

Foreign Account Tax Compliance Act (FATCA) and similar measures

Sections 1471 through 1474 of the US Internal Revenue Code ("FATCA") impose a 30% withholding tax on certain payments to a foreign financial institution ("FFI") if that FFI is not compliant with FATCA. The Company is a FFI and thus, subject to FATCA.

Beginning 1 July 2014, this withholding tax applies to payments to the Company that constitute interest, dividends and other types of income from US sources (such as dividends paid by a US corporation) and beginning on 1 January 2017, this withholding tax is extended to the proceeds received from the sale or disposition of assets that give rise to US source dividend or interest payments.

These FATCA withholding taxes may be imposed on payments to the Company unless:

(i) the Company becomes FATCA compliant pursuant to the provisions of FATCA and the relevant regulations, notices and announcements issued thereunder; or

(ii) the Company is subject to an appropriate Intergovernmental Agreement to improve international tax compliance and to implement FATCA ("IGA").

The Company intends to comply with FATCA in good time to ensure that none of its income is subject to FATCA withholding tax.

Ireland has signed an IGA with the US and the Company intends to comply with the terms of the IGA and local implementing regulations.

In order to comply with its FATCA obligations, the Company will be required to obtain certain information from its Shareholders so as to ascertain their US tax status. If the Shareholder is a specified US Person, a US owned non-US entity, a non-participating FFI ("NPFFI") or does not provide the requisite documentation, the Company may need to report information on these Shareholders to the appropriate tax authority, as far as legally permitted.

If a Shareholder fails to provide the Company, its agents or authorised representatives with any correct, complete and accurate information that may be required for the Company to comply with FATCA, the Shareholder may be subject to withholding on amounts payable to the Shareholder, may be compelled to sell its interest in the Company or, in certain situations, the Shareholder's interest in the Company may be sold involuntarily (in doing so the Company will observe relevant legal requirements and will act in good faith and on reasonable grounds). The Company may at its discretion enter into any supplemental agreement without the consent of Shareholders to provide for any measures that the Company deems appropriate or necessary to comply with FATCA.

Other countries are in the process of adopting tax legislation concerning the reporting of information. The Company also intends to comply with such other similar tax legislation that may apply to the Company, although the exact parameters of such requirements are not yet fully known. As a result, the Company may need to seek information about the tax status of Shareholders under such other country's laws and each Shareholder for disclosure to the relevant governmental authority.

Shareholders in the Company should consult their own tax advisors regarding the FATCA requirements with respect to their own situation. In particular, Shareholders who hold their Shares through intermediaries should confirm the FATCA compliance status of those intermediaries to ensure that they do not suffer FATCA withholding tax on their investment returns.

Although the Company will attempt to satisfy any obligations imposed on it to avoid the imposition of the FATCA withholding tax, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a withholding tax as a result of the FATCA regime, the value of the Shares held by Shareholders may suffer material losses.

UNITED KINGDOM

Investors should note that the following statements are based on current and proposed legislation, regulations and practice, all of which may be subject to change and they should take their own advice where they are unsure of their tax position.

The Directors intend to manage the affairs of the Company so that it does not become resident in the United Kingdom for UK taxation purposes or otherwise become liable to UK tax by reason of carrying on a trade in the United Kingdom.

The Shares of the Company will constitute material interests in an offshore fund for the purposes of UK tax legislation. The Company has obtained UK distributor status for its constant net asset value share classes for the period from 1 May 2004 to 30 April 2010. The Company has obtained UK reporting fund status for its constant net asset value share classes, (as Constant NAV Funds) from 1 May 2010 or the launch date if later. The Company intends to apply for such status for any additional constant net asset value share classes it launches in the future.

Accordingly any gain arising on a disposal of any net asset value share classes (for example, by way of transfer or redemption) will normally constitute capital for all purposes of UK taxation. However, shareholders should note that any gain arising on the disposal of shares that are not constant net asset value shares will normally constitute income for all purposes of UK taxation.

Individuals

Subject to personal circumstances, Shareholders resident in the UK for taxation purposes will normally be liable to income tax on dividends whether paid to them in cash or reinvested on their behalf in further Shares in the Company.

As more than 60% of the investments of the sub-funds (in which the Shares are held) are comprised of broadly interest bearing investments UK income payers should note that those dividends will be taxable in the UK as interest payments and will carry no tax credit.

Corporate Investors

Shareholders, who are companies that are resident in the United Kingdom or one which carries on a trade in the United Kingdom, will be subject to tax under the loan relationship provisions of United Kingdom tax legislation as more than 60% of the investments of the sub-funds (in which the Shares are held) are broadly comprised of interest bearing investments.

Under these provisions dividends, whether paid in cash or reinvested in further Shares in the Company, will be liable to corporation tax. Additionally, the change in value of the Shares in that Company during the corporate’s accounting period will be taxed as part of the corporate’s income for that accounting period the change in value being assessed on a fair value basis.

USA AND OTHER JURISDICTIONS

As Shareholders are no doubt aware, the tax consequences of any investment can vary considerably from one jurisdiction to another, and ultimately will depend on the tax regime of the jurisdictions within which a person is tax resident. Therefore the Directors strongly recommend that Shareholders obtain tax advice from an appropriate source in relation to the tax liability arising from the holding of Shares in the Company and any investment returns from those Shares.

It is the Directors’ understanding that for US income tax purposes, the Company expects to be treated as a passive foreign investment company (**PFIC**). A US shareholder making a qualified electing fund (**QEF**) election will be required to provide certain information in its tax return. The Directors would like to clarify that the responsibility and cost of preparing such information is entirely that of the US shareholder. The Directors do not, and have no intention of, providing such information.

RESTRICTIONS ON OFFERS AND SALES TO U.S. PERSONS

Shares of the Fund may not be offered or sold to any “U.S. Person” (a “USP”). For the purposes of this restriction, the term USP shall mean the following:

1. An individual who:

- is deemed a resident of the US for US federal income tax purposes regardless of whether he or she is required to file a tax return with the US Internal Revenue Service; or
- is a resident US Green Card holder; or
- has a US address (e.g., primary mailing, residence or business address in US).

2. An entity that is:

- a corporation, partnership, limited liability company or other business entity that (a) was created or organized under US federal or state law including any non-US agency or branch of such entity, or (b) regardless of place of creation or organization that was formed and/or owned by one or more USPs, with respect to which, one or more USPs, directly or indirectly, holds 10% or greater ownership, or where a USP is the general partner, managing member, managing director or other position with authority for directing the entity's activities, or was formed by or for a USP principally for the purpose of investing in securities not registered with the SEC, or where more than 50% of its voting ownership interests or non-voting ownership interests are directly or indirectly owned by USPs, or is any agency or branch of a non-US entity located in the US, or has its principal place of business in the US;
- a trust created or organized under US federal or state law or regardless of the place of creation or organization, (a) where one or more USPs has the authority to control all substantial decisions of the trust, or (b) where the administration of the trust or its formation documents are subject to the supervision of one or more US courts, or (c) where any settlor, founder, trustee, or other person responsible for decisions related to the trust is a USP; or
- an estate of a deceased person regardless of where the person resided while alive where an executor or administrator is a USP.

3. An employee benefit plan established and administered in accordance with the laws of the US.
4. A discretionary or non-discretionary investment account or similar account (other than an estate or trust) held by a non-US or US dealer or other fiduciary for the benefit or account of a USP (as defined above).
5. To the extent not otherwise treated as a USP under the foregoing, a USP shall also include any entity included in item 2 above (including any integral business operation of such entity carried on outside of the US, i.e., a “foreign branch”) that is treated under the US Internal Revenue Code or US Treasury Regulations for any purpose as a “United States person.”

For the purpose of this definition, the “United States” and “US” means the United States of America (including the States and the District of Columbia), its territories, possessions and other areas of subject to its jurisdiction.”

If, subsequent to a shareholder’s investment in the Fund, the shareholder becomes a USP, such shareholder (i) will be restricted from making any additional investments in the Fund and (ii) may have its shares compulsorily redeemed by the Fund (subject to the requirements of applicable law). The Fund may, from time to time, waive or modify the above restrictions.

RESTRICTIONS ON OFFERS AND SALES TO CANADIAN RESIDENTS

This prospectus does not constitute, and may not be used for, a solicitation of an offer to buy shares in Canada by any party, with the exception of HSBC Global Asset Management (Canada) Limited.

VALUATION OF ASSETS AND TEMPORARY SUSPENSION OF DETERMINATION OF NET ASSET VALUE

The Net Asset Value per Fund is calculated as the value of the assets of such Fund, less its liabilities, at the relevant Valuation Point for such Fund.

The Net Asset Value per Share of each Fund is calculated by dividing the value of the assets of such Fund, less its liabilities, by the total number of Shares of a Fund in issue as at that Valuation Point.

Where a Fund contains different Share classes, the Net Asset Value per Share of each class of Share will be determined by dividing the total assets of a Fund attributable to that class pro rata to the ratio as at the Valuation Point for that Dealing Day between Share classes, less the liabilities attributable to that class pro rata to the ratio as at the Valuation Point on that Dealing Day between Share classes (subject to such adjustments as may in the opinion of the Administrator be necessary to reflect different fee and/or expense arrangements as specifically disclosed below in respect of the different classes in the Fund), by the total number of Shares in that class which are in issue as at the Valuation Point.

The Articles provide for the method of valuation of the assets and liabilities of a Fund or any class of share within a Fund. In particular, the Articles provide that the value of any investment which is quoted, listed or normally dealt in on a securities market will, in the case of markets which have closed at the Valuation Point, be the last traded price available. The value of any investment which is quoted, listed or normally dealt in on a securities market, which is trading at the Valuation Point or where no recently traded price which is representative of such investment is available, will be based on the middle market price, if calculable, being the mean price between bid and offer prices for such security last available to the Directors at the Valuation Point. Where such security is listed or dealt in on more than one securities market the Directors may in their absolute discretion select any one of such markets for the foregoing purposes.

Notwithstanding the generality of the foregoing, the Directors may adjust the value of any such securities if, having regard to currency, marketability and/or such other considerations as they may deem relevant, they consider that such adjustment is required to reflect the probable realisation value thereof. The value of any Investment which is not listed or dealt in on a securities market or of any Investment which is normally listed or dealt in on a Market but in respect of which no price is currently available shall be the probable realisation value thereof estimated with care and in good faith by a competent person approved, for such purpose, by the Custodian. In determining the probable realisation value of any such Investment, a certified valuation thereof provided by a competent third person, approved for such purposes by the Custodian, shall be sufficient.

The amortised cost valuation method may only be used for "investment grade" securities (i) with a residual maturity of three hundred and ninety seven (397) days or less. Floating rate notes issued by non-governmental bodies where the principal redemption date is one year or within one year, shall have a maturity determined by the remaining period to the reset date on such notes

All investments valued using the amortised cost method of valuation must comply with the requirements for investments as such are set out in the Central Bank Notices as well as the final maturity requirements of the rating agencies where applicable. Where an amortised cost valuation method is utilised, the Administrator will determine at least weekly the extent, if any, to which the Company's Net Asset Value per Share calculated by using available market quotations deviates from the Net Asset Value per Share calculated on the basis of the amortised method of valuation. Any deviation which exceeds 0.1% of the value of an instrument will be brought to the attention of the Investment Manager and any deviation exceeding 0.2% will be brought to the attention of the Directors, the Investment Manager and the Custodian where appropriate. If the Net Asset Value per Share calculated on the basis of market quotations approaches a deviation of more than 0.3% from the value determined on the basis of the amortised cost valuation method, the Administrator will monitor the deviation on a daily basis and the Directors shall notify the Central Bank with an indication of the action, if any, which they have deemed appropriate to take in order to eliminate or reduce, to the extent reasonably practicable, any such dilution provided that if discrepancies of 0.5% occur the pricing of securities will be reviewed.

The value of any cash in hand or on deposit, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received shall be deemed to be the full amount thereof unless in any case the Directors are of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Directors may consider appropriate in such case to reflect the true value thereof, as at any Valuation Point.

The value of any demand notes and accounts receivable shall be deemed to be the face value or full amount thereof after making such discount as the Directors may consider appropriate to reflect the true current value thereof, as at any Valuation Point.

Forward foreign exchange contracts shall be valued by reference to the price as at the Valuation Point at which a new forward contract of the same size and maturity could be undertaken.

Certificates of deposit, treasury bills, bank acceptances, trade bills and other negotiable instruments of a maturity of 6 months or less shall each be valued on a "straight line" basis by which the difference between their gross costs and their value at maturity (including interest accrued at maturity) is divided by the number of days from acquisition to maturity and the appropriate sum is added daily. Certificates of deposit, treasury bills, bank acceptances, trade bills and other negotiable instruments with a maturity of greater than six months that are unlisted shall each be valued in accordance with the valuation provisions applying to unlisted securities and those that are listed shall each be valued in accordance with the valuation provisions applying to listed securities.

The value of any futures contracts, share price index futures contracts and options which are dealt in on a securities market shall be calculated to be the settlement price as determined by the market in question as at the Valuation Point, provided that where it is not the practice for the relevant market to quote a settlement price or such settlement price is not available for any reason as at the Valuation Point, such value shall be calculated in such manner as the Directors shall determine with the concurrence of the Custodian.

The value of any off-exchange derivative contracts shall be the settlement price from the counterparty to such contracts at the Valuation Point and shall be valued daily. The valuation will be approved or verified at least weekly by a party independent of the counterparty who has been approved for such purpose by the Custodian. If in any case a particular value is not ascertainable as above provided or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant investment then in such case the method of valuation of the relevant investment shall be such as the Directors in their absolute discretion shall determine with the concurrence of the Custodian.

Where any investments do not fall to be valued in accordance with any of the foregoing provisions they shall be valued by such method available to the Directors as the Directors shall in their absolute discretion determine with the concurrence of the Custodian.

Notwithstanding the foregoing, where at the time of any valuation any asset of the Company has been realised or contracted to be realised there shall be included in the assets of the Company in place of such asset the net amount receivable by the Company in respect thereof provided that if such amount is not then known exactly then its value shall be the net amount estimated by the Directors as receivable by the Company provided that if the net amount receivable is not payable until some future time after the time of any valuation the Directors shall make such allowance as they consider appropriate to reflect the true current value thereof, at any Valuation Point.

The Directors may, at any time, on notification to the Custodian, temporarily suspend the calculation of the Net Asset Value per Share and the issue or redemption of the Shares during (i) any period when any stock exchange on which a substantial part of the investments of a Fund are quoted is closed, otherwise than for ordinary holidays, or during which dealings thereon are restricted or suspended; (ii) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of investments of a Fund is not reasonably practicable without this being seriously detrimental to the interests of owners of Shares or if, in the opinion of the Directors, repurchase prices cannot fairly be calculated; (iii) any breakdown in the means of communication normally employed in determining the value of the investments of a Fund; (iv) any period during which the Directors are unable to repatriate funds required for the purpose of making payments due on repurchase of Shares or during which the transfer of funds involved in the acquisition or realisation of investments or payments due on repurchase cannot, in the opinion of the Directors, be effected at normal prices or normal rates of exchange or (v) any period when the Directors consider it to be in the best interests of the Company.

Where the current price of an investment is quoted "ex" any dividend (including stock dividend), interest or other rights to which the relevant Fund is entitled but such dividend, interest or the property to which such rights relate has not been received and is not taken into account under any other provisions of this Clause, the amount of such dividend, interest, property or cash shall be taken into account.

Shareholders who have requested repurchases of any Shares will be notified of any such suspension and, unless withdrawn but subject to the limitation referred to above, their requests will be dealt with on the Dealing Day next following that on which the suspension is lifted.

Any such suspension will be notified to the Central Bank and where the Shares are listed, the Irish Stock Exchange without delay and in any event within the same Business Day on which such suspension occurs and will be published in the Financial Times if in the opinion of the Directors it is likely to exceed 14 days. In addition, where possible all reasonable steps will be taken to bring any period of such suspension to an end at the earliest opportunity.

PUBLICATION OF PRICES AND OTHER INFORMATION

Details of the most recent subscription and repurchase price of Shares may be obtained from the Company and, where listed, will be notified by the Administrator without delay to the Irish Stock Exchange following calculation. They are also listed daily on http://www.assetmanagement.hsbc.com and are available on Bloomberg and Reuters. Portfolios holdings are available to existing investors on a weekly basis, one week in arrears. Other portfolio information for existing investors may be available from time to time at the discretion of the Investment Manager.

CONDITIONS RELATING TO REPURCHASE OF SHARES

The Directors are entitled, under the Articles, to limit the number of Shares of a Fund repurchased by the Company, on any Business Day, to 10% of the total number of Shares in issue in each Fund. In such circumstances, the limitation will be applied pro rata so that all Shareholders applying to have their Shares repurchased on that Business Day realise the same proportion of such Shares. The balance of the Shares not repurchased by the Company will be carried forward for repurchase to the Business Day immediately following and will be dealt with in priority (on a rateable basis) to subsequently received repurchase requests. If requests for repurchase are so carried forward, the Directors will inform the Shareholders affected.

The Articles contain special provisions where repurchase requests received from any one Shareholder would result in more than 5% of the Net Asset Value of a Fund being repurchased by the Company on any Business Day. In such a case, the Company may satisfy the repurchase request by a distribution of investments in specie and may elect by notice in writing to the Shareholder to appropriate and transfer to him such assets in satisfaction or part satisfaction of the repurchase price or any part of the said repurchase price, provided that no such distribution will cause material prejudice to the interests of remaining Shareholders. Where a notice of election is served on a Shareholder the Shareholder may, by a further notice served on the Company, require the Company instead of transferring the assets in question to arrange for a sale of the assets and for payment to the Shareholder of the net proceeds of sale.

Shares may not be repurchased during any period when the calculation of the Net Asset Value of a Fund is suspended in the manner described under "Valuation of Assets and Temporary Suspension of Determination of Net Asset Value". Shareholders requesting repurchase will be notified of such suspension and, unless withdrawn, repurchase requests will be considered as at the next Business Day following the end of such suspension.

The Company may repurchase all Shares of a Fund if, at any time one year after the initial issue of such Shares or any date thereafter, the Net Asset Value of a Fund is less than £10 million or its equivalent in the currency in which a Fund is denominated, as stipulated under “Minimum Net Asset Value” under the relevant Fund details in Part One. The Company may also repurchase all Shares of a class of Shares in a Fund in accordance with the relevant termination provisions in the Articles, including where the Directors consider that it is in the best interests of the Shareholders to do so and the Custodian has consented to such repurchase of Shares. In such event, notice of the termination of a Fund or a class of Shares in a Fund will be given in writing to Shareholders of a Fund or of a class of Shares in a Fund and such Shareholders will be deemed to have given a request in writing for the repurchase of their Shares pursuant to the Articles.

Shares acquired directly or indirectly by U.S. Persons (except pursuant to an exemption under the 1933 Act), persons in breach of any law or requirement of any country or persons who directly or indirectly may result in the Company incurring any liability to taxation or pecuniary disadvantage are subject to compulsory repurchase by the Company.

DIRECTORS' CONFIRMATION - COMMENCEMENT OF BUSINESS

The Directors confirm that the Company was incorporated on 13th May, 1999. The Company does not have any subsidiaries at the date hereof.

PART TWO

HSBC GLOBAL LIQUIDITY FUNDS PLC

MANAGEMENT AND ADMINISTRATION

DIRECTORS

The Directors of the Company are:

Angus Schumacher (Australian) **-** Mr. Schumacher is currently Head of Operations & Infrastructure for HSBC Global Asset Management (UK) Limited. Mr Schumacher is responsible for managing the Irish and UK fund operations, in addition to Business Transformation, Information Technology, and Data Management across the UK asset management business. Prior to this, Mr. Schumacher was Global Head of Business Management for Halbis Capital Management (UK) Limited (a specialist business within HSBC Global Asset Management). He joined the Halbis business in London during 2005, having relocated from Melbourne Australia where he was Head of Portfolio Management Unit for HSBC Asset Management (Australia) Limited. Mr. Schumacher has completed a Masters of Business Administration from the University of Edinburgh Business School, a Bachelor of Business Studies (finance) and a Post Graduate Diploma in Banking from Massey University in New Zealand.

Desmond Miller (Irish) - Mr. Miller was a General Practice Partner in KPMG in Dublin from 1969-1997. He is a past-president of the Dublin Chamber of Commerce and the Chambers of Commerce of Ireland and a past Chairman of the International Chamber of Commerce Ireland. He is a non-executive director and Chairman of several companies principally in the Financial Services sector. Mr. Miller is a fellow of the Institute of Chartered Accountants (FCA), an Associate Member of the Institute of Taxation and a member of the Institute of Directors

Peter Blessing (Irish) - Mr. Blessing is a Chartered Accountant and has been an executive director of Corporate Finance Ireland Limited, an independent corporate finance boutique, which he joined in 1996. He is also a director of and consultant to a number of International Financial Services Centre (“IFSC”) companies. Mr. Blessing was Managing Director of Credit Lyonnais Financial Services Limited, Dublin ("CLYFS") since its establishment in 1991 until 1995. Before joining CLYFS, Mr. Blessing worked with Allied Irish Banks, p.l.c. as director of its IFSC subsidiary from 1988 to 1991 and as a senior executive in its Corporate Finance division from 1982 to 1988.

No Director has:

any unspent convictions in relation to indictable offences; or

(a) been bankrupt or the subject of a voluntary arrangement, or has had a receiver appointed to any asset of such Director; or

(b) been a director of any company which, while he was a Director with an executive function or within 12 months after he ceased to be a Director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or Company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or

(c) been a partner of any partnership, which while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or

(d) had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or

(e) been disqualified by a court from acting as a Director or from acting in the management or conduct of affairs of any Company.

As the day to day management and running of the Company has been delegated to the Global Service Provider, all of the Directors of the Company are non-executive.

For the purposes of the Prospectus, the address of all the Directors is the registered office of the Company.

PROMOTER / GLOBAL DISTRIBUTOR / GLOBAL SERVICE PROVIDER

HSBC Global Asset Management (UK) Limited acts as the Promoter to the Company. The Company has also appointed HSBC Global Asset Management (UK) Limited as Global Distributor and Global Service Provider of the Shares pursuant to the Global Distribution Agreement and Global Service Provider Agreement, further details of which are contained under "Material Contracts".

HSBC Global Asset Management (UK) Limited's registered office is at 8 Canada Square, London E14 5HQ, UK. It is a limited liability company incorporated under the laws of England and Wales on 31 May, 1985 and is ultimately a wholly owned subsidiary of HSBC Holdings plc, a public company incorporated in the UK and listed on the London Stock Exchange. The Global Service Provider is authorised and regulated by FCA.

INVESTMENT MANAGERS

HSBC Global Asset Management (France)

The Company has delegated the powers of determining investment policy and investment management of the Company in relation to the HSBC Sterling Liquidity Fund, the HSBC Euro Liquidity Fund and the HSBC Euro Government Liquidity Fund to HSBC Global Asset Management (France) pursuant to the relevant investment management agreement, further details of which are contained under "Material Contracts".

HSBC Global Asset Management (France) was incorporated under the laws of France on 28 December, 1998 and is a wholly owned subsidiary of HSBC Holdings plc. The Investment Manager is regulated by Autorité des Marches Financiers and as at 31 November 2012 had over $79 billion of funds under discretionary management.

HSBC Global Asset Management (USA) Inc.

The Company has delegated the powers of determining investment policy and investment management of the Company in relation to the HSBC US Dollar Liquidity Fund and the HSBC Canadian Dollar Liquidity Fund to HSBC Global Asset Management (USA) Inc. pursuant to the relevant investment management agreement, further details of which are contained under "Material Contracts".

The Investment Manager was incorporated under the laws of New York State, United States on 28 January 1986, and is ultimately a wholly owned subsidiary of HSBC Holdings plc. As at 31 November 2012 HSBC Global Asset Management (USA) Inc. had over $57 billion of funds under discretionary management.

HSBC Global Asset Management (Hong Kong) Limited

The Company has delegated the powers of determining investment policy and investment management of the Company in relation to the HSBC Hong Kong Dollar Liquidity Fund to HSBC Global Asset Management (Hong Kong) Limited pursuant to the relevant investment management agreement, further details of which are contained under “Material Contracts”.

HSBC Global Asset Management (Hong Kong) Limited was established in March 1973 under the laws of Hong Kong and is ultimately wholly owned by HSBC Holdings plc. The Investment Manager is regulated by the Securities and Futures Commission (SFC) in Hong Kong and as at 31 November 2012 had over US$56 billion of funds under management.

CUSTODIAN

The Company has appointed BNY Mellon Trust Company (Ireland) Limited to act as the Custodian to the Company.

Pursuant to a novation agreement dated 21 December, 2001 between the Company, Allied Irish Banks plc and AIB/BNY Trust Company Limited, the existing custodian agreement between the Company, the Global Service Provider and Allied Irish Banks plc dated 20 August, 1999 was novated to AIB/BNY Trust Company Limited. The novation agreement does not alter the terms and conditions of the existing custodian agreement.

The Custodian is a private limited liability company incorporated in Ireland on 13 October, 1994 and having its registered office at Guild House, Guild Street, IFSC, Dublin 1. The principal activity of the Custodian is to act as the custodian and trustee of the assets of collective investment schemes. The Custodian is authorised by the Central Bank under the Investment Intermediaries Act, 1995.

The Custodian is responsible for the safe-keeping of all of the assets of the Company. The Custodian may, however, appoint any person or persons to be the sub-custodian of the assets of the Company but the liability of the Custodian will not be affected by the fact that it has entrusted to a third party some or all of the assets and cash in its safe keeping. The Company and the Custodian acknowledge that the Central Bank considers that, in order for the Custodian to discharge this responsibility under the Regulations, the Custodian must exercise care and diligence in choosing and appointing a third party as a safe-keeping agent so as to ensure that the third party has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned. The Custodian must maintain an appropriate level of supervision over the safe keeping agent and make appropriate enquiries from time to time to confirm that the obligations of the agent continue to be competently discharged. This does not purport to be a legal interpretation by the Central Bank of the Regulations and the corresponding provisions of the UCITS directive.

ADMINISTRATOR AND REGISTRAR

The Company has appointed BNY Mellon Fund Services (Ireland) Limited to act as administrator, registrar and transfer agent of the Company under an administration agreement (summarised under "General Information" below), with responsibility for performing the day to day administration of the Company, including the calculation of the Net Asset Value and the Net Asset Value per Share of each Fund. The Administrator is a private limited company incorporated in Ireland on 31 May, 1994 and has a paid up share capital of €254,000. The Administrator is engaged in the provision of administration, accounting, registration, transfer agency and related shareholder services to collective investment schemes and investment funds. The Administrator is authorised by the Central Bank under the Investment Intermediaries Act, 1995.

Both the Administrator and the Custodian are wholly-owned indirect subsidiaries of The Bank of New York Mellon Corporation. The Bank of New York Mellon Corporation is a global financial services company focused on helping clients manage and service their financial assets, operating in 34 countries and serving more than 100 markets. The company is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services. At 31 December 2012 it had US$26.7 trillion in assets under custody and administration, more than US$1.4 trillion in assets under management and serviced nearly US$12 trillion in outstanding debt.

AUDITORS

KPMG Ireland, have been appointed auditors to the Company. This appointment is subject to approval at each annual general meeting.

UNITED KINGDOM REPRESENTATIVE

HSBC Global Asset Management (UK) Limited will also act as United Kingdom representative to the Company pursuant to the Financial Services and Markets Act 2000.

As a recognized collective investment scheme the Company is required to maintain certain facilities in the United Kingdom. These facilities are maintained on behalf of the Company by the United Kingdom representative. Copies of the Articles of Association and any amending resolution, the latest current prospectus, the latest current simplified prospectuses of the Funds and the most recently prepared annual and half yearly report and accounts may be obtained or inspected free of charge during normal business hours at the offices of the United Kingdom Representative as set out in the Directory. The United Kingdom Representative also makes available details of the Share price. Requests for subscription, redemption and conversion of Shares by residents in the United Kingdom may be made through the United Kingdom Representative who will send to the Company forthwith such requests and any complaints in connection with the matters arising from the dealings in the Company's Shares. The United Kingdom Representative will not be paid any monies or other consideration in carrying out this role.

MEETING AND REPORTS TO SHAREHOLDERS

The Directors intend that the Annual General Meeting of Shareholders will be held in Dublin in October of each year.

The financial year of the Company ends on 30 April each year.

The Annual Report of the Company incorporating audited financial statements will be published within four months after the end of the financial year and at least 1 month prior to the Annual General Meeting of Shareholders. The financial statements of the Company will be maintained in Sterling and comprise the accounts of each Fund.

The Company will publish a semi-annual unaudited financial report made up to 31 October in each year, containing a list of a Fund's holdings and their market values, within two months of the date to which it is made up.

The Annual and Semi-Annual Reports will be sent to Shareholders and to the Companies Announcement Office of the Irish Stock Exchange following publication.

The most recent audited information in respect of the Company will be available upon request to Shareholders or potential investors.

PORTFOLIO TRANSACTIONS AND RELATED PARTY DEALINGS

The Global Service Provider, the Investment Manager, the Custodian, the Administrator and any associate or delegate of the Global Service Provider, the Investment Manager, the Custodian or the Administrator (each a "Connected Party") may: -

(a) become the owner of Shares in the Company and hold, dispose or otherwise deal with Shares as if that person were not such a person subject to the restriction on voting rights which are set out below under the paragraph entitled Voting Rights and in the Articles of Association of the Company; or

(b) deal in property of any description on that person's individual account notwithstanding the fact that property of that description is included in the property of the Company; or

(c) act as principal or agent in the sale or purchase of property to or from the Custodian for the account of the Company;

without that person having to account to any other such person, to the Shareholders or to any of them for any profits or benefits made by or derived from or in connection with any such transaction, provided that such transactions are in the best interests of the Shareholders and are carried out as if effected on normal commercial terms negotiated at arm’s length and:

(i) a certified valuation of such transaction by a person approved by the Custodian as independent and competent has been obtained, or

(ii) such transaction has been executed on best terms on an organised investment exchange under their Rules, or

(iii) where (i) and (ii) are not practical, such transaction has been executed on terms which the Custodian is satisfied conform with the principle that such transactions be carried out as if effected on normal commercial terms negotiated at arm’s length.

The Investment Manager may purchase Shares of any class at not less than the repurchase price for Shares of the class in question at the time when such purchase is made. All such transactions will be carried out on normal commercial terms negotiated at arm’s length. Any Shares thus acquired by the Investment Manager and for the time being outstanding may be sold by the Investment Manager in satisfaction of the whole or any part of any application for Shares of the class in question at a price which shall not exceed the Offer Price and any sales charge. Any profits may be retained by the Investment Manager for his absolute benefit.

A Connected Party may, in the course of its business, have potential conflicts of interest with the Company. Each Connected Party will, however, have regard in such event to its obligations under its agreement and, in particular, to its obligations to act in the best interests of the Company so far as practicable, having regard to its obligations to other clients when undertaking any investments where conflicts of interest may arise and will use best efforts to resolve such conflicts fairly.

As the fees of the Investment Manager are usually based on the Net Asset Value of a Fund, if the Net Asset Value of the Fund increases so do the fees payable and accordingly there is a potential conflict of interest for the Investment Manager in cases where the Investment Manager or a Connected Person is responsible for or involved in the determination of the valuation price of any of a Fund’s investments.

SOFT COMMISSIONS

The Investment Manager may affect transactions by or through the agency of another person with whom the Investment Manager has an arrangement under which that party will from time to time provide to or procure for the Investment Manager goods, services, or other benefits, such as research and advisory services, computer hardware associated with specialised software or research services and performance measures etc., the nature of which is such that their provision under the arrangements must be those which assist in the provision of investment services to the Company and that of the Investment Manager in providing services to the company and for which no direct payment is made but instead the Investment Manager undertakes to place business with that party. All transactions effected by the Investment Manager on behalf of the Company under such soft commission arrangements will be effected in accordance with the Central Bank Notices, FCA rule of best execution and, in deciding what this rule requires, no account will be taken of the benefits derived from the soft commissions arrangements. For the avoidance of doubt, such goods and services do not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employee salaries or direct money payments. Details of any such arrangements shall be included in the Company's annual and half-yearly reports.

CHARGES AND EXPENSES

The maximum amount which shall be charged by the Global Service Provider to the Company shall be 1% per annum of the Net Asset Value per Share of a Fund. From this the Global Service Provider shall discharge all fees and expenses, including any out-of-pocket expenses of the Investment Manager, the Administrator, the Custodian, the Global Service Provider, the Secretary or any other entity appointed to provide services to the Company subject to prior approval of the Central Bank and the establishment costs of the Company and of a Fund.

As of the date of this Prospectus the Global Service Provider's fees for A Shares and C Shares of a Liquidity Fund will be capped at 0.20% per annum of the Net Asset Value per Share of a Liquidity Fund and in the case of B Shares and D shares of a Liquidity Fund will be capped at 0.40% per annum of the Net Asset Value per Share of a Liquidity Fund. Such fees will be accrued daily and payable monthly in arrears. There will be no fees or expenses charged to the assets attributable to the Z Shares of the Liquidity Funds. Further details are set out in Part One.

The Directors' reasonable fees and expenses, including out-of-pocket expenses, will be borne by the Global Service Provider.

The following expenses shall be borne by the Company: -

(a) interest on borrowings and bank charges incurred in negotiating, effecting or varying the terms of such borrowings;

(b) taxation, commissions and brokerage fees incurred with respect to the Company's investments.

A Redemption Fee of up to 3% of the Net Asset Value per Share may be deducted from the redemption proceeds further details of which are set out under "Redemptions".

GENERAL INFORMATION

INCORPORATION AND SHARE CAPITAL

The Company was incorporated under the laws of the Republic of Ireland on 13 May, 1999 as a variable capital company, with registered number 306643, and is authorised under the Regulations. At the date hereof the authorised share capital of the Company is 500 billion Shares of no par value initially designated as unclassified Shares which are available for issue as Shares on such terms and conditions as the Directors may determine;

DESCRIPTION OF SHARES

Subject to the exceptions set out under "Compulsory Transfer of Shares", the Shares issued by the Company are freely transferable and entitled to participate equally in the profits and dividends of a Fund and in its assets upon liquidation. The Shares, which are of no par value and which must be fully paid upon issue, carry no preferential or pre-emptive rights and are entitled to one vote each at all meetings of the relevant class of Shareholders. All Shares of a Fund will rank pari passu.

Where the amount subscribed is not equivalent to an exact number of Shares, fractions of Shares may be issued.

Shares in the Company will be issued in non-certificated form and will be evidenced by entries in the register and confirmed by the issue of written confirmations of ownership.

MEMORANDUM AND ARTICLES OF ASSOCIATION

The Memorandum of Association of the Company provides (at Clause 2) that the Company's sole object is the collective investment in either or both transferable securities and other liquid financial assets referred to in Regulation 45 of the Regulations of capital raised from the public operating on the principle of risk spreading in accordance with the Regulations.

The following section is a summary of the principal provisions of the Articles of Association of the Company. Defined terms in this section bear the same meanings as defined in the Company's Articles.

1. **Variation of Rights**

   The rights attached to any class may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the Shares of the class. The provisions of the Articles relating to general meetings shall apply to every such separate general meeting except that the necessary quorum at any such meeting, other than an adjourning meeting, shall the two persons holding or representing by proxy at least one third of the issued Shares of the class in question or at an adjourning meeting, any person, holding Shares of the class in question or his proxy. Any holder of Shares of the class in question present in person or by proxy may demand a poll.

2. **Voting Rights**

The Articles provide that on a show of hands every member holding Shares, who is present in person or by proxy, shall have one vote. On a poll every member present in person or by proxy shall have one vote for every share of which he is the holder. Holders who hold a fraction of a share may not exercise any voting rights, whether on a show of hands or on a poll, in respect of such share. Holder and subscriber Shares shall be entitled to one vote in respect of all the subscriber Shares in issue.
Where the Directors, Custodian, Investment Manager etc., Administrator or a Connected Party are the beneficial owner of Shares, they will not be entitled to vote in any resolution at a general or extraordinary general meeting in which they have an interest which is material nor shall they be counted in the quorum present at any meeting in relation to any such resolution on which they are not entitled to vote.

3. **Changes in Share Capital**

The Company may from time to time by Ordinary Resolution increase its capital by such amount as the resolution shall prescribe.

The Company may, by Ordinary Resolution, alter its capital by consolidating and dividing its share capital into Shares of larger amount than its existing Shares, by sub-dividing its Shares into Shares of smaller amount than that fixed by the Memorandum of Association of the Company, or by canceling any Shares which, at the date of the passing of the Ordinary Resolution in that behalf have not been taken, or agreed to be taken, by any person, and diminish the amount of its share capital by the amount of the Shares so cancelled.

The Company may by Special Resolution from time to time reduce its share capital in any way. In particular, the Company may: -

(a) extinguish or reduce the liability on any of its Shares in respect of share capital not paid up; or

(b) with or without extinguishing or reducing liability on any of its Shares: -

cancel any paid-up share capital which is lost, or which is not represented by available assets;

pay off any paid-up share capital which is in excess of the requirements of the Company.

4. **Directors' Interests**

Provided the nature of his interest is or has been declared, a Director or intending Director may enter into any contract with the Company and such contract or arrangement shall not be liable to be avoided and the Director concerned shall not be liable to account to the Company for any profit realised by any such contract or arrangement by reason of his holding of that office or the fiduciary relationship so established and may hold any other office or place of profit with the Company in conjunction with the office of Director on such terms as to tenure of office and otherwise as the Directors may determine.

A Director shall not vote or be counted in the quorum present on any resolution in respect of his appointment (or the arrangement of the terms of appointment) to hold any office or place of profit with the Company or in respect of any contract or arrangement in which he is materially interested. This prohibition does not apply (in the absence of some other material interest than is indicated below), inter alia, to:

(a) the giving of any security or indemnity to him in respect of money lent or obligations incurred by him for the benefit of the Company;

(b) any contract or arrangement by a Director to guarantee or underwrite Shares or debentures of the Company;

(c) any proposals concerning any other company in which he is directly interested whether as a director, shareholder, creditor or otherwise howsoever provided that he is not the holder of or beneficially interested in one per cent or more of any class of the issued equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company, any such interest being deemed for the purpose of the Articles to be a material interest in all circumstances.

The Company may by Ordinary Resolution suspend or relax the provisions described above to any extent or ratify any transaction not duly authorised by reason of a contravention thereof.

5. **Borrowing Powers**

The Directors may exercise all the powers of the Company to borrow money (including the power to borrow for the purpose of repurchasing Shares) and hypothecate, mortgage, charge or pledge its undertaking, property and assets (including its uncalled capital) or any part thereof, and to issue debentures, debenture stock or other securities, whether outright or as collateral security for any debt liability or obligation of the Company or of any third party.

6. **Retirement of Directors**

There is no provision for the retirement of Directors on their attaining a certain age.

7. **Transfer of Shares**

Subject to certain exceptions in the case of U.S. Persons or certain other categories of persons specified under "Compulsory Transfer of Shares". The Shares in each Fund of the Company are freely transferable and entitled to participate equally in the profits and dividends of a Fund to which they relate and in its assets upon liquidation.

8. **Unclaimed Dividend**

The Articles provide that any dividend unclaimed after a period of 6 years from the date of declaration of such dividend shall be forfeited and shall revert to the Company for the account of the relevant Fund.

9. **Funds**

The Directors are required to establish a separate Fund for each Fund of the Company in the following manner:

the proceeds from the issue of each Fund of the Company shall be applied to the Fund established for that Fund of the Company, and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Fund in the manner outlined below;

(a) any asset derived from another asset comprised in a Fund shall be applied to the same Fund as the asset from which it was derived and any increase or diminution in value of such an asset shall be applied to the relevant Fund;

(b) in the case of any asset which the Directors do not consider as attributable to a particular Fund or Funds, the Directors shall have discretion, subject to the approval of the Custodian, to determine the basis upon which any such asset shall be allocated between Funds and the Directors shall, subject to the approval of the Custodian, have power at any time and from time to time to vary such basis;

(c) any liability shall be allocated to a Fund or Funds to which in the opinion of the Directors it relates if such liability is not attributable to any particular Fund. The Directors shall have discretion, subject to the approval of the Custodian, to determine the basis on which any asset shall be allocated between Funds and the Directors shall, subject to the approval of the Custodian, have power at any time and from time to time to vary such basis; and

(d) in the event that any asset attributable to a Fund is taken in execution of a liability not attributable to that Fund, the provisions of Section 256E of the 2005 Act, shall apply.

Different classes of Shares may be issued within a single Fund. The Directors shall determine the proportion of the Net Asset Value of a Fund which is attributable to each class of Shares in a Fund by ensuring that the proceeds from the issue of each class of Shares are separately identified and the assets and liabilities and income and expenditure attributable thereto shall be applied in accordance with the above principles.

10. **Winding Up**

The Articles contain provisions to the following effect:

(a) Subject to the provisions of the Companies Acts, if the Company shall be wound up the liquidator shall apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims relating to that Fund. The liquidator shall in relation to the assets available for distribution among the members make in the books of the Company such transfers thereof to and from Funds as may be necessary in order that the effective burden of such creditors' claims are attributed in accordance with the foregoing provision.

(b) Following the deduction of the estimated expenses of the liquidation and the satisfaction of all creditors' claims, the assets available for distribution among the members shall then be applied in the following priority:

(ii) **Firstly**, in the payment to the holders of the Shares in a Fund of a sum in the currency in which a Fund is designated (or in any other currency selected by the liquidator) as nearly as possible equal (at a rate of exchange determined by the liquidator) to the Net Asset Value per Share of the Shares of a Fund held by such holders respectively as at the date of commencement to wind up provided that there are sufficient assets available in such Fund. To enable such payment to be made recourse shall be had:

(a) firstly, to the assets of the Company comprised within a Fund, and

A. (b) to the assets remaining in the other Funds (after payments to the holders of the Shares in those Funds of the amounts to which they are respectively entitled under this paragraph (i)) pro rata to the total value of such assets remaining within each such Fund.

(iii) **Secondly**, in the payment to the holders of Shares in a Fund of any balance then remaining in that Fund, such payment being made in proportion to the number of Shares held.

(iv) **Thirdly**, in the payment to the holders of each Fund of the Company of any balance then remaining and not comprised within a Fund, such payment being made in proportion to the number of Shares held.

(c) A Fund may be wound up pursuant to Section 256E of the 2005 Act and in such event the provisions of this paragraph apply mutatis mutandis in respect of that Fund.

(d) If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a Special Resolution and any other sanction required by the Companies Acts, divide among the members in specie the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be accepted and the Company dissolved, but so that no member shall be compelled to accept any assets in respect of which there is liability.

MATERIAL CONTRACTS

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into since the incorporation of the Company and are, or may be, material: -

Investment Management Agreements

(a) Under the Investment Management Agreement between the Company and HSBC Global Asset Management (France), the Investment Manager has agreed to provide the relevant Fund with investment management and advisory services in relation to the assets of the relevant Fund and to act with day to day authority, power and responsibility for the investment and reinvestment of such assets.

(b) The Investment Management Agreement referred to at point (a) above may be terminated by either party on not less than ninety days written notice although in certain circumstances, the agreement may be terminated forthwith by notice in writing by either party to the other.

(c) The Investment Management Agreement referred to at point (a) above also contains certain indemnities in favour of the Investment Manager which are restricted to exclude matters arising by reason of the negligence, fraud, bad faith, wilful misfeasance or wilful default of the Investment Manager in the performance of its duties.

(d) Under the investment management agreement between the Company and HSBC Global Asset Management (USA) Inc., the Investment Manager has agreed to provide the relevant Fund with investment management and advisory services in relation to the assets of the relevant Fund and to act with day to day authority, power and responsibility for the investment and reinvestment of such assets.

(e) The investment management agreement referred to at point (d) above may be terminated by either party on not less than ninety days written notice although in certain circumstances, the agreement may be terminated forthwith by notice in writing by either party to the other.

(f) The investment management agreement referred to at point (d) above also contains certain indemnities in favour of the HSBC Global Asset Management (USA) Inc which are restricted to exclude matters arising by reason of the negligence, fraud, bad faith, wilful misfeasance or wilful default of the HSBC Global Asset Management (USA) Inc in the performance of its duties.

(g) Under the Investment Management Agreement between the Company and HSBC Global Asset Management (Hong Kong) Limited, the Investment Manager has agreed to provide the relevant Fund with investment management and advisory services in relation to the assets of the relevant Fund and to act with day to day authority, power and responsibility for the investment and reinvestment of such assets.

(h) The Investment Management Agreement referred to at point (g) above may be terminated by either party on not less than ninety days written notice although in certain circumstances, the agreement may be terminated forthwith by notice in writing by either party to the other.

(i) The Investment Management Agreement referred to at point (g) above also contains certain indemnities in favour of the Investment Manager which are restricted to exclude matters arising by reason of the negligence, fraud, bad faith, wilful misfeasance or wilful default of the Investment Manager in the performance of its duties.

Custodian Agreement

(a) Under the Custodian Agreement between the Company, the Global Service Provider and the Custodian the Custodian has agreed to act as Custodian of the Company's monies and assets. The Custodian is entitled to appoint sub-custodians for the safe custody of the Company's assets.

(b) The Custodian Agreement may be terminated by the Company on not less than 90 days' written notice to the other although in certain circumstances the agreement may be terminated forthwith by notice in writing by either party to the other.

(c) The Custodian Agreement contains certain indemnities in favour of the Custodian which are restricted to exclude matters arising by reason of loss arising as a result of its unjustifiable failure to perform its obligations or its improper performance of its obligations.

Administration Agreement

(a) Under the Administration Agreement between the Company, the Global Service Provider and the Administrator, the Administrator has agreed to carry on the general administration of the Company and to act as Registrar.

(b) The Administration Agreement may be terminated by either party on not less than 90 days' written notice to the other although in certain circumstances the Agreement may be terminated forthwith by notice in writing by either party to the other.

(c) The Administration Agreement contains certain indemnities in favour of the Administration which are restricted to exclude matters arising by reasons of the negligence, fraud or wilful default of the Administrator in the performance of its duties.

Hong Kong Representative Agreement

(a) Under the Hong Kong Representative Agreement between the Company, the Hong Kong Representative and the Global Service Provider, the Hong Kong representative has agreed to represent the Company in Hong Kong, in accordance with the requirements of the SFC, in order that the Company may receive applications for shares in Hong Kong from Hong Kong Investors.

(b) The Hong Kong Representative Agreement may be terminated by any of the parties on three months written notice to the other parties, or sooner if the parties agree.

Global Distribution Agreement

(a) Under the Global Distribution Agreement between the Company and the Global Distributor the Global Distributor has agreed to act as global distributor of the Company.

(b) The Global Distribution Agreement may be terminated by either party not less than 90 days written notice to the other although in certain circumstances the Agreement may be terminated forthwith by notice in writing by either party to the other.

(c) The Global Distribution agreement contains certain indemnities in favour of the Global Distributor which are restricted to exclude matters arising by reason of the negligence, willful default or a material breach of the Global Distribution Agreement on the part of the Global Distributor.

Global Service Provider Agreement

(a) Under the Global Service Provider Agreement between the Company and the Global Service Provider. The Global Service Provider has agreed to act as Global Service Provider of the Company.

(b) The Global Service Provider Agreement may be terminated by either party not less than 90 days written notice to the other although in certain circumstances the Agreement may be terminated forthwith by notice in writing by either party to the other.

(c) The Global Service Provider Agreement contains certain indemnities in favour of the Global Service Provider which are restricted to exclude matters arising by reason of the negligence, willful default or a material breach of the Global Service Provider Agreement on the part of the Global Service Provider.

LITIGATION AND ARBITRATION

The Company is not engaged in any legal or arbitration proceedings and no legal or arbitration proceedings are known to the Directors to be pending or threatened by or against the Company.

MISCELLANEOUS

As of the date of this document, the Company does not have any loan capital (including term loans) outstanding or created but unissued, or any outstanding mortgages, charges, debentures or other borrowings or indebtedness in the nature of borrowings, liabilities under acceptance (other than normal trade bills) or acceptance credits, obligations under finance leases, hire purchase commitments, guarantees or other material contingent liabilities. The Company may from time to time have some temporary borrowings/liabilities on a temporary basis up to 10% of the net asset value of a Fund, as disclosed under "Borrowing Powers".
There are no service contracts in existence between the Company and any of its Directors nor are any such contracts proposed.

No Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the Company.

At the date of this document neither the Directors nor their spouses nor their infant children, nor any connected person have any interest in the share capital of the Company or any options in respect of such capital.

No share or loan capital of the Company is under option or is agreed conditionally or unconditionally to be put under option.

No commission, discounts, brokerage or other special terms have been granted by the Company in relation to Shares issued or to be issued by the Company; on any issue or sale of Shares, the Global Service Provider may, out of its own funds or out of the sales charges, pay commissions on applications received through brokers and other professional agents or grant discounts.

The Company does not have a place of business in the United Kingdom, However the Company has engaged a London-based Global Services Provider to provide certain services to the Company.

DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection, free of charge, during normal business hours on weekdays (Saturdays and public holidays excepted) at the registered office of the Company.

- Memorandum and Articles of Association of the Company;
- the material contracts referred to above;
- the latest available annual and semi-annual reports;
- the Regulations and Central Bank Guidelines;
- the UCITS series of Notices issued by the Central Bank;
- the list of current and part directorships and/or partnerships for each of the Directors of the Company over the last five years;
- the latest audited financial accounts of the Company; and
- the latest semi-annual unaudited financial report.

Copies of the Memorandum and Articles of Association (as amended from time to time) and the latest financial reports of the Company may be obtained, free of charge, upon request at the registered office of the Company.

Appendix 1

UCITS Investment Restrictions

1 Permitted Investments

Investments of a UCITS are confined to:

1.1 Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.

1.2 Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.

1.3 Money market instruments, as defined in the UCITS Notices, other than those dealt on a regulated market.

1.4 Units of UCITS.

1.5 Units of non-UCITS as set out in the Central Bank's Guidance Note 2/03.

1.6 Deposits with credit institutions as prescribed in the UCITS Notices.

1.7 Financial derivative instruments as prescribed in the UCITS Notices.

2 Investment Restrictions

2.1 A Fund may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.

2.2 A Fund may invest no more than 10% of net assets in recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.1) within a year. This restriction will not apply in relation to investment by the Fund in certain US securities known as Rule 144A securities provided that:

- the securities are issued with an undertaking to register with the US Securities and Exchanges Commission within one year of issue; and
- the securities are not illiquid securities i.e. they may be realised by the Fund within seven days at the price, or approximately at the price, at which they are valued by the UCITS.

2.3 A UCITS may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.

2.4 Subject to the prior approval of the Central Bank, the limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a UCITS invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the UCITS.

2.5 The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.

2.6 The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.

2.7 A UCITS may not invest more than 20% of net assets in deposits made with the same credit institution.

Deposits with any one credit institution, other than:

- a credit institution authorised in the EEA (European Union Member States, Norway, Iceland, Liechtenstein);
- a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States); or
- a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand held as ancillary liquidity, must not exceed 10% of net assets.

This limit may be raised to 20% in the case of deposits made with the trustee/custodian.

2.8 The risk exposure of a UCITS to a counterparty to an OTC derivative may not exceed 5% of net assets.

This limit is raised to 10% in the case of a credit institution authorised in the EEA; a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand

2.9 Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:

- investments in transferable securities or money market instruments;
- deposits, and/or
- risk exposures arising from OTC derivatives transactions.

2.10 The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.

2.11 Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.

2.12 A UCITS may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members.

The individual issuers must be listed in the prospectus and may be drawn from the following list:

OECD Governments (provided the relevant issues are investment grade), European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter-American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal

Farm Credit Bank, Tennessee Valley Authority, Export-Import Bank.

The UCITS must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.

3 Investment in Collective Investment Schemes ("CIS")

3.1 A UCITS may not invest more than 10% of its total net assets in CIS.

3.2 The CIS are prohibited from investing more than 10 per cent of net assets in other CIS.

3.3 When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.

3.4 Where a commission (including a rebated commission) is received by the UCITS manager/Investment Manager by virtue of an investment in the units of another CIS, this commission must be paid into the property of the UCITS.

4 Index Tracking UCITS

4.1 A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the UCITS Notices and is recognised by the Central Bank

4.2 The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.

5 General Provisions

5.1 An investment company, or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.

5.2 A UCITS may acquire no more than:
(i) 10% of the non-voting shares of any single issuing body;
(ii) 10% of the debt securities of any single issuing body;
(iii) 25% of the units of any single CIS;
(iv) 10% of the money market instruments of any single issuing body.

NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.

5.3 5.1 and 5.2 shall not be applicable to:
(i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
(ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;
(iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;
(iv) shares held by a UCITS in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies

with the limits laid down in 2.3 to 2.11, 3.1, 5.1, 5.2, 5.4, 5.5 and 5.6 and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed.
(v) Shares held by an investment company or investment companies in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.

5.4 UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.

5.5 The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.

5.6 If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.

5.7 Neither an investment company, nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:

- transferable securities;
- money market instruments;
- units of CIS; or
- financial derivative instruments.

5.8 A UCITS may hold ancillary liquid assets.

6 Financial Derivative Instruments ('FDIs')

6.1 The UCITS global exposure (as prescribed in the UCITS Notices) relating to FDI must not exceed its total net asset value.

6.2 Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the UCITS Notices. (This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in the UCITS Notices.)

6.3 UCITS may invest in FDIs dealt in over-the-counter (OTC) provided that

- The counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.

6.4 Investment in FDIs are subject to the conditions and limits laid down by the Central Bank.

APPENDIX 2

DIRECTORY - HSBC GLOBAL LIQUIDITY FUNDS PLC

DIRECTORS
Angus Schumacher
Desmond Miller
Peter Blessing
all c/o the Registered Office address as below:

SECRETARY
Goodbody Secretarial Limited
25/28 North Wall Quay
Dublin 1
Ireland

REGISTERED OFFICE
Goodbody Secretarial Limited
25/28 North Wall Quay
IFSC
Dublin 1
Ireland

SPONSORING BROKER
NCB Stockbrokers
3 George's Dock
International Financial Services Centre
Dublin 1
Ireland

PROMOTER, GLOBAL DISTRIBUTOR GLOBAL SERVICE PROVIDER, AND UNITED KINGDOM REPRESENTATIVE
HSBC Global Asset Management (UK) Limited
8 Canada Square
Canary Wharf
London E14 5HQ
United Kingdom

AUDITORS
KPMG, Chartered accountants
5 George's Dock
International Financial Services Centre
Dublin 1
Ireland

INVESTMENT MANAGERS
HSBC Global Asset Management (France)
Immeuble Ile de le France
4 Place de la Pyramide
La Défense 9
92800 Puteaux
France

HSBC Global Asset Management (USA) Inc
452 Fifth Avenue
7th Floor
New York NY 10018
USA

HSBC Global Asset Management (Hong Kong) Limited
Level 22
HSBC Main Building
1 Queen's Road Central
Hong Kong

CUSTODIAN
BNY Mellon Trust Company (Ireland) Limited
Guild House
Guild Street
International Financial Services Centre
Dublin 1
Ireland

ADMINISTRATOR AND REGISTRAR
BNY Mellon Fund Services (Ireland) Limited
Guild House
PO Box 4935
Guild Street
International Financial Services Centre
Dublin 1
Ireland

IRISH LEGAL ADVISERS
A & L Goodbody
International Financial Services Centre
25/28 North Wall Quay
Dublin 1
Ireland

AGENT
For Asian Investors in HSBC Hong Kong Dollar Liquidity Fund
Bank of New York Singapore
83 Clemence Avenue
12-01 UE Square
Singapore

COUNTRY SUPPLEMENT

HSBC GLOBAL LIQUIDITY FUNDS PLC (THE "COMPANY")

ADDITIONAL INFORMATION FOR INVESTORS IN GERMANY

This Country Supplement forms part of and should be read in conjunction with the Prospectus dated 26 February 2014 of the Company. This Country Supplement will be appended to the Prospectus which is designated for the distribution in Germany. All capitalised terms contained herein shall have the same meaning in this Country Supplement as in the Prospectus unless otherwise indicated.

The Directors of the Company accept responsibility for the information contained in this Country Supplement and in the Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

The Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Agency for Financial Services Supervision) has been notified pursuant to Sec. 310 Kapitalanlagegesetzbuch (Investment Code) of the intention to distribute the A Shares and C Shares (the **Share Classes**) of the HSBC Euro Liquidity Fund, HSBC US Dollar Liquidity Fund, HSBC Sterling Liquidity Fund and HSBC Canadian Dollar Liquidity Fund (the **Funds**) in the Federal Republic of Germany.

With respect to the Share Classes of the Funds which are authorised for distribution in the Federal Republic of Germany, the Company ensures that it is able to remit payments to investors in the Federal Republic of Germany and redeem and switch the Shares in the Federal Republic of Germany, in line with the provisions of the Prospectus. The Administrator and Registrar, BNY Mellon Fund Services (Ireland) Limited, in line with the provisions of the Prospectus, will redeem and switch Shares and – through correspondence banks – make any payments to Shareholders in the Federal Republic of Germany by using the bank account details provided by the Shareholder in their application form which must be in the name of the registered Shareholder. Shareholders will find further information on the application, redemption and switching procedures and on the remittance of payments to them in the Prospectus and on the relevant application forms provided by the Sub Distributor HSBC Trinkaus & Burkhardt AG.

The Information Agent in Germany is HSBC Global Asset Management (Deutschland) GmbH:

HSBC Global Asset Management (Deutschland) GmbH
Königsallee 21/23
D-40212 Dusseldorf
Germany.

The Prospectus dated 26 February 2014, the Key Investor Information Documents, the Memorandum and Articles of Association, the latest available Annual and Semi-Annual Reports as well as the subscription and redemption prices can be obtained free of charge at the Information Agent. The Regulations and Central Bank Notices and the list of current and part directorships and/or partnerships for each of the Directors of the Company over the last five years are available for inspection, free of charge, at the Information Agent. Any other documents and information in respect of the Company and/or the Funds which must be published under Irish law will be published in Germany on the website www.assetmanagement.hsbc.com/de.

In accordance with § 298 (2) of the Investment Code investors in Germany shall be informed by way of a durable medium/investor letter and a publication on the website www.assetmanagement.hsbc.com/de under the following circumstances:

- suspension of the redemption of a Fund's Shares,
- termination of the management or winding-up of a Fund,

- fundamental amendments to a Fund's investment policies, substantial amendments to investor rights, or changes which effect the remuneration and reimbursements of expenditures,
- merger of Funds,
- conversion of a Fund to a feeder fund or the changes to a master fund.

Subscription and redemption prices will be published on the website www.assetmanagement.hsbc.com/de.

Note: It should be noted that for the HSBC Hong Kong Dollar Liquidity Fund, HSBC US Treasury Liquidity Fund and HSBC Euro Government Liquidity Fund no notification has been filed according to § 310 Investment Code and that the Shares of these funds may not be distributed to investors within the scope of applicability of the Investment Code.

The Company intends to comply with the reporting duties pursuant to § 5 (1) Investment Tax Act which have to be observed as prerequisites for the taxation according to §§ 2 and 4 Investment Tax Act with respect to the Share Classes of the Funds authorised for distribution in Germany. The Company can, however, not guarantee that the tax effects resulting from the compliance of the before mentioned duties will be achieved at the investor level. Failure to comply with the duties may in addition result in negative tax consequences for investors taxable in Germany investing in the Funds. Investors taxable in Germany should not invest in other funds as mentioned before as substantial tax charges can be the consequence. Before investing in one of the Share Classes of the Funds of the Company which are authorised for distribution in Germany, investors taxable in Germany should therefore discuss with their tax advisers the implications of acquiring, holding, transferring and redeeming these Shares. Investors taxable in Germany are strongly advised to ask for tax advice before investing into funds and Share classes which do not fulfill the requirements of the Investment Tax Act.

14 March 2014