

# PROSPECTUS

United Asian Growth Opportunities Fund

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# UNITED ASIAN GROWTH OPPORTUNITIES FUND

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## DIRECTORY

### MANAGERS

UOB Asset Management Ltd  
(Company Registration Number: 198600120Z)

#### Registered Address

80, Raffles Place  
UOB Plaza  
Singapore 048624

#### Operating Address

80, Raffles Place  
6th Storey, UOB Plaza 2  
Singapore 048624

### DIRECTORS OF THE MANAGERS

Terence Ong Sea Eng  
Yeo Eng Cheong  
Thio Boon Kiat

### TRUSTEE

HSBC Institutional Trust Services (Singapore) Limited  
(Company Registration Number: 194900022R)  
21, Collyer Quay  
#14-01 HSBC Building  
Singapore 049320

### AUDITORS

PricewaterhouseCoopers LLP  
8, Cross Street  
#17-00 PWC Building  
Singapore 048424

### SOLICITORS TO THE MANAGERS

Chan & Goh  
3 Phillip Street  
#15-03 Commerce Point  
Singapore 049693

### SOLICITORS TO THE TRUSTEE

Allen & Gledhill LLP  
One Marina Boulevard  
#28-00  
Singapore 018989

## UNITED ASIAN GROWTH OPPORTUNITIES FUND

### Important Information

The managers of United Asian Growth Opportunities Fund (the “**Fund**”), UOB Asset Management Ltd (the “**Managers**”) accept full responsibility for the accuracy of the information contained in this Prospectus and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, this Prospectus contains all information with respect to the Fund which is material in the context of the offer of units of the Fund (“**Units**”) hereunder and the statements contained in this Prospectus are in every material respect true and accurate and not misleading and there are no other facts the omission of which would make any statement in this Prospectus misleading. Unless otherwise stated all terms not defined in this Prospectus have the same meanings as used in the deed of trust dated 3 February 2004 (as amended) constituting and relating to the Fund (the “**Deed**”).

Investors should refer to the provisions of the Deed and obtain independent professional advice in the event of any doubt or ambiguity relating thereto. Copies of the Deed are available for inspection at the Managers’ office during normal business hours (subject to such reasonable restrictions as the Managers may impose).

Investors should note that Units offered by the Fund are not listed on any stock exchange. Investors may subscribe for or realise their Units through the Managers or any agent or distributor appointed by the Managers subject to the ultimate discretion of the Managers in respect of the subscription, sale, switching or realisation of an investor’s Units in accordance with and subject to the provisions of the Deed.

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and may only be used in connection with the offering of Units as contemplated herein. No representation is made as to the tax status of the Fund.

Potential investors should seek professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements; and (c) any foreign exchange transactions or exchange control requirements which they may encounter under the laws of the countries of their citizenship, residence, domicile, which may be relevant to the subscription, holding or disposal of Units and should inform themselves of and observe all such laws and regulations in any relevant jurisdiction that may be applicable to them.

Investment in the Fund requires consideration of the normal risks involved in investing and participating in collective investment schemes. Investors should carefully consider the risks of investing in the Fund which are set out in Part VIII of this Prospectus. Investors should consider these risks carefully before making an investment decision. Investors should note that because their investments can be volatile and that the value of the Units may decline as well as appreciate, there can be no assurance that the Fund will be able to attain its objectives. The price of the Units as well as income from them may go up as well as down to reflect changes in the value of the Fund. Investors should also satisfy themselves of the suitability to them of an investment in the Fund based on their personal circumstances.

No person, other than the Managers, has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, subscription or sale of the Units, other than those contained in this Prospectus and, if issued, given or made, such advertisement, information or representation must not be relied upon as having been authorised by the Managers.

All enquiries in relation to the Fund should be directed to the Managers, UOB Asset Management Ltd, or any agent or distributor appointed by the Managers.

# UNITED ASIAN GROWTH OPPORTUNITIES FUND

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# UNITED ASIAN GROWTH OPPORTUNITIES FUND

*The United Asian Growth Opportunities Fund (the “Fund”) offered in this Prospectus is an authorised scheme under the Securities and Futures Act (Chapter 289) of Singapore (the “SFA”). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the “Authority”). The Authority assumes no responsibility for the contents of this Prospectus. The registration of this Prospectus by the Authority does not imply that the SFA, or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of the Fund. The meanings of terms not defined in this Prospectus can be found in the deed of trust (as amended) constituting the Fund.*

## I. BASIC INFORMATION

### 1 United Asian Growth Opportunities Fund

The Fund is a Singapore-constituted stand-alone open-ended non-specialised unit trust.

### 2 Date of registration and expiry date of Prospectus

The date of registration of this Prospectus with the Authority is 19 November 2009. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 18 November 2010) and shall expire on 19 November 2010.

### 3 Trust Deed

3.1 The deed of trust relating to the interests being offered for subscription or purchase (the “**Principal Deed**”) is dated 3 February 2004 and the parties to the Principal Deed are UOB Asset Management Ltd (the “**Managers**”) and HSBC Institutional Trust Services (Singapore) Limited (the “**Trustee**”).

3.2 The Principal Deed has been amended by the following deeds:

- (i) the First Amendment Deed dated 3 February 2005;
- (ii) the Second Amendment Deed dated 2 February 2006;
- (iii) the Third Amendment Deed dated 30 January 2007;
- (iv) the Fourth Amendment Deed dated 29 June 2007;
- (v) the Fifth Amendment Deed dated 30 November 2007;
- (vi) the Sixth Amendment Deed dated 29 May 2009; and
- (vii) the Seventh Amendment Deed dated 19 November 2009.

The Principal Deed as amended by the First Amendment Deed, the Second Amendment Deed, the Third Amendment Deed, the Fourth Amendment Deed, the Fifth Amendment Deed, the Sixth Amendment Deed and the Seventh Amendment Deed shall hereinafter be referred to as the “**Deed**”.

- 3.3 The terms and conditions of the Deed shall be binding on each unitholder (each a “**Holder**” and collectively the “**Holders**”) and all persons claiming through such Holder as if such Holder had been a party to the Deed and as if the Deed contained covenants on the part of such Holder to observe and be bound by all provisions of the Deed and an authorisation by each Holder to do all such acts and things as the Deed may require the Trustee or the Managers (as the case may be) to do.
- 3.4 A copy of the Deed is available for inspection free of charge, at the office of the Managers at 80, Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624 at all times during normal business hours (subject to such reasonable restrictions as the Managers may impose) and shall be supplied by the Managers to any person upon request on application at a charge not exceeding S\$25 per copy of the document (or such other amount as the Trustee and the Managers may from time to time agree in writing).

#### **4. Semi-annual report and audited financial statements**

A copy of the latest semi-annual and annual reports, the auditor’s report on the annual accounts and the semi-annual and annual accounts of the Fund may be obtained from the Managers upon request at 80, Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624.

## **II. The Managers**

5. The managers of the Fund are UOB Asset Management Ltd (“**UOBAM**”), whose registered office is at 80, Raffles Place, UOB Plaza, Singapore 048624.
6. UOBAM is a wholly-owned subsidiary of UOB Group. Established in 1986, UOBAM has been managing collective investment schemes and discretionary funds in Singapore for 23 years and as of 30 September 2009 manages about S\$14.28 billion in clients’ assets. UOBAM also has investment operations in Malaysia and Thailand.

UOBAM offers global investment management expertise to institutions, corporations and individuals, through customised portfolio management services and unit trusts. As at 30 September 2009, UOBAM manages 47 unit trusts in Singapore, with total assets of about S\$2.61 billion under management. UOBAM is one of the largest unit trust managers in Singapore in terms of assets under management.

In terms of market coverage, UOBAM has acquired specialist skills in equity investments in Asian, Australian, European and U.S. markets and major global sectors. In the bond markets, UOBAM covers the Organisation of Economic Co-operation and Development (OECD) countries to emerging markets. UOBAM’s investment philosophy is to emphasise on securities selection using a bottom-up approach. UOBAM makes regular

company visits and supplements its fundamental investment approach with quantitative tools to control risks and to aid in the portfolio construction process. UOBAM has also established itself as one of the leading players in structured credits and investment solutions, managing third party investments in global emerging market securities as well as global investment grade, non-investment grade and multi-sector credits.

In addition, UOBAM is committed to achieving consistently good performance. Since 1996, UOBAM has won 103 awards for investments in local, regional and global markets, and across global sectors such as Banking and Finance, Technology, Healthcare, as well as Gold and Mining.

As at 30 September 2009, UOBAM and its subsidiaries in the region have a staff strength of over 200, including 40 investment professionals in Singapore.

*Past performance of the Managers is not necessarily indicative of their future performance.*

### III. THE TRUSTEE

7. The trustee of the Fund is HSBC Institutional Trust Services (Singapore) Limited, whose registered office is at 21, Collyer Quay, #14-01 HSBC Building, Singapore 049320.

### IV. OTHER PARTIES

8. The registrar of the Fund is the Trustee. The Trustee has appointed the Managers as the Trustee's agent to carry out and administer the Trustee's duties in relation to the register of Holders (the "**Register**"). The Managers have, in turn appointed HSBC Securities Services (Transfer Agency) Pte Ltd as the sub-registrar to maintain the Register for the Fund. A copy of the Register for the Fund is kept at 60, Alexandra Terrace #10-12/13, The Comtech, Singapore 118502 and is accessible to the public during normal business hours (subject to the such reasonable restrictions as the registrar may impose). A copy of the Register will also be kept at 156 Cecil Street, #08-03 Far Eastern Bank Building, Singapore 069544.

The Register is conclusive evidence of the number of Units in the Fund held by each Holder and the entries in the Register shall prevail in the event of any discrepancy between the entries in the Register and the details appearing on any statement of holdings, unless the Holder proves to the satisfaction of the Managers and the Trustee, that the Register is incorrect.

9. The auditors of the Fund (the "**Auditors**") are PricewaterhouseCoopers LLP whose registered office is at 8, Cross Street, #17-00 PWC Building, Singapore 048424.
10. The custodian for the Fund is State Street Bank and Trust Company, whose registered office is at 225, Franklin Street, Boston, MA 02110, U.S.A. and/or such other custodian as may be appointed from time to time in respect of the Fund or any of its assets (collectively, the "**Custodian**").

## V. STRUCTURE OF THE FUND

11. The Fund is a Singapore-constituted stand-alone open-ended non-specialised unit trust and has no fixed duration.

## VI. INVESTMENT OBJECTIVE, FOCUS AND APPROACH

### 12. Investment Objective and Focus

The investment objective of the Fund is to achieve long-term capital growth by investing primarily in small capitalisation stocks and stock-related securities issued by corporations in the Asia Pacific region (excluding Japan).

The current investment strategy of the Managers is to invest a large part of the assets of the Fund in companies:

- (a) with a market capitalisation lower than the market capitalisation of the 50th percentile constituent company (the “**Cap**”\*) of a recognised Asia Pacific ex Japan index (“**Index**”<sup>^</sup>); and
- (b) which may be constituent or non-constituent stocks of the Index.

*\* Investors should note that the Fund will only observe the Cap at the time of investment in a company. If the Fund invests in a company and the market capitalisation of that company is subsequently higher than the current Cap, the Fund may continue to hold stock in that company.*

*^ Investors should note that the Index used may be different from the benchmark against which the performance of the Fund is measured, namely, the MSCI AC Asia Pacific ex Japan Small Cap Index.*

### 13. Authorised Investments

The authorised investments of the Fund (the “**Authorised Investments**”) means any of the following investments:

- (i) securities issued by corporations or any other entities incorporated in or whose principal operations are in Asia (excluding Japan);
- (ii) securities issued or guaranteed by any government, statutory bodies or other public authorities of Asia (excluding Japan); and
- (iii) to the extent permitted by applicable laws, regulations and the code on collective investment schemes issued by the Authority, for the purposes of hedging and efficient portfolio management only, a futures, forward, option, swap or any other derivative.

The Authorised Investments may be subject to short term repurchase agreements with financial institutions which in the opinion of the Managers would present minimum credit risks and includes any certificates of deposit, commercial paper, promissory notes, treasury bills and all other fixed and floating rate instruments.

#### **14. Investment Approach**

The countries and securities invested in the Fund go through a rigorous research exercise before they are included in the respective portfolios. Even though the combination of both bottom-up and top-down investment approaches ultimately drives the process, the Managers believe long-term investment performance can be achieved by employing a rigorous research process that enables the Managers to identify companies that generate superior returns as well as by identifying companies that are undervalued.

##### **Bottom-up Approach**

As mentioned above, fundamental and valuation analysis (bottom-up) forms an integral part of the Managers' research effort. Key elements of this include:

##### **Fundamental Evaluation**

This includes the evaluation of company management, products and services, competitive positioning, operating outlook, earnings prospects, risk factors and corporate governance standards.

##### **Valuation Analysis**

This includes some form of discounted cash flow valuation approach, comparative multiples (P/E, P/BV, P/CF, and Dividend Yield) and a wide range of profitability measures (Operating Margin, ROE, ROIC vs. Cost of Capital).

In addition, company visits, meetings with management and participation in conference calls are important to the Managers' research effort. In the stock screening process, the Managers actively screen a reasonable number of equity securities from a larger universe of equity securities.

##### **Top-down Approach**

The top-down assessment of the markets and asset allocation involves a detailed quarterly review of market conditions and risk adjusted expectations across asset classes and regions in order to establish internal targeted allocations for the various portfolios.

The Managers may invest the assets of the Fund, from time to time, in any industry or sector which in their opinion offers good growth opportunity and investment value Provided That the investments are within the investment objective of the Fund. The Fund will invest primarily in equity securities.

## VII. FEES AND CHARGES

15. All fees and charges that are payable by investors and payable out of the Fund are outlined in the following table:

<b>Payable by the investors</b>	
Subscription fee	Currently 5%; maximum 5%.
Realisation charge	Nil.
Switching fee <sup>1</sup>	Currently 1%.
<b>Payable by the Fund to the Managers, Trustee and other parties</b>	
Annual management fee	Currently 1.25% p.a.; maximum 1.25% p.a..
Annual trustee remuneration	Currently 0.075% p.a. for the first S\$50,000,000 of the net asset value of the Fund; 0.05% p.a. on the balance thereafter; maximum 0.25% p.a. (subject always to a minimum of S\$15,000 p.a.).
Annual valuation fee	Currently Nil.
Annual registrar fee	Currently Nil.
Audit fee <sup>2</sup> (payable to the Auditors), custodian fee <sup>3</sup> (payable to the Custodian) and other fees and charges <sup>4</sup>	Subject to agreement with the relevant parties. Each fee may exceed 0.1% p.a. <sup>5</sup> , depending on the proportion that each fee bears to the net asset value of the Fund.

- <sup>1</sup> In the case of a switch of Units to units of any other fund managed by the Managers (referred to as “**New Units**” and “**New Fund**” respectively), the switching fee referred to relates to the 1% subscription fee imposed by the Managers for investment into the New Fund. Such 1% switching fee would, in the case of a New Fund which normally imposes a subscription fee of more than 1%, effectively translate into a discount off the subscription fee of the New Fund.
- <sup>2</sup> The audit fee payable is subject to agreement with the Auditors of the Fund for the relevant financial year.
- <sup>3</sup> The custodian fee payable is subject to agreement with the Custodian of the Fund and will depend on the number of transactions carried out and the place at which such transactions are effected in relation to the Fund.
- <sup>4</sup> Other fees and charges include printing costs, professional fees, goods and services tax (“GST”) and other out-of-pocket expenses.
- <sup>5</sup> Based on the net asset value of the Fund as at 30 September 2009, the Managers anticipate that the foregoing fees and charges for the current financial year (on the assumption that such fees and charges would be similar to that incurred in the previous financial year) would not exceed 0.1% p.a. of the net asset value of the Fund.

As required by the Code on Collective Investment Schemes issued by the Authority (the “Code”) (as may be amended from time to time), all marketing, promotional and advertising expenses in relation to the Fund will be borne by the Managers and not charged to the Deposited Property of the Fund.

The subscription fee and realisation charge (if any) will be retained by the Managers for their own benefit, and will not form part of the Deposited Property of the Fund. Any commission, remuneration or other sum payable to agents in respect of the issue or sale of any Units will be paid by the Managers.

The Managers may at any time differentiate between applicants as to the amount of the subscription fee, realisation charge, switching fee and other charges (if any) payable to the Managers upon the issue, realisation or switching of Units (as the case may be), or allow to investors discounts on such basis and to such extent as they may think fit (such discounts to be borne by the Managers and not by the Fund), or to waive such fees and charges (if any).

## VIII. RISKS

### 16. General Risks

- 16.1 Investors should consider and satisfy themselves as to the risks of investing in the Fund. Generally, some of the risk factors that should be considered by investors are market risks, interest rate risks, foreign exchange risks, political risks, repatriation risks, liquidity risks and derivatives risks.
- 16.2 An investment in the Fund is meant to produce returns over the long-term. Investors should not expect to obtain short-term gains from such investment.
- 16.3 Investors should be aware that the value of Units and the income accruing from the Units, may fall or rise and that investors may not get back their original investment (in whole or in part). **No guarantee is given, express or implied, that investors will receive back their original investment.**
- 16.4 There is no guarantee that the investment objective of the Fund will be achieved.

### 17. Specific Risks

#### 17.1 Market Risk

Investors should consider and satisfy themselves as to the usual risks of investing and participating in publicly traded securities. Prices of securities may go up or down in response to changes in economic conditions, interest rates and the market’s perception of securities which in turn may cause the price of Units to rise or fall.

## 17.2 Foreign Exchange Risk

The Fund is denominated in Singapore dollars. Where investments are made by the Fund in the form of foreign currency denominations, fluctuations in the exchange rates of other currencies against the base currency of the Fund may affect the value of Units. In the management of the Fund, the Managers adopt an active currency management approach. However, the foreign currency exposure of the Fund may not be fully hedged depending on circumstances of each case. Such considerations shall include but are not limited to the outlook on the relevant currency, the costs of hedging and the market liquidity of the relevant currency.

## 17.3 Political Risk

The investments in the Fund may be adversely affected by political instability as well as exchange controls, changes in taxation, foreign investment policies, restrictions on repatriation of investments and other restrictions and controls which may be imposed by the relevant authorities in the other countries.

## 17.4 Derivatives Risk

As the Fund may be investing in financial derivative instruments for efficient portfolio management or hedging, it will be subject to risks associated with such investments. These financial derivative instruments include foreign exchange forward contracts and equity index future contracts. Investments in financial derivative instruments may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Fund's investments may be liquidated at a loss. Therefore, it is essential that such investments in financial derivative instruments are monitored closely. The Managers have the necessary controls for investments in financial derivative instruments and have in place systems to monitor the derivative positions for the Fund.

### Risk management procedures of the Managers

- (a) The Managers may use financial derivative instruments for the purposes of hedging existing positions in a portfolio or efficient portfolio management.
- (b) The Managers will ensure that the exposure of the Fund to financial derivative instruments will not at any time exceed 100% of the value of the Deposited Property. Such exposure will be calculated by converting the derivative positions into equivalent positions in the underlying assets embedded in those derivatives.
- (c) Description of risk management and compliance procedures and controls adopted by the Managers:
  - (i) The Managers will implement various procedures and controls to manage the risk of the assets of the Fund. The decision to invest in any particular security or instrument on behalf of the Fund will reflect the Managers'

judgment of the benefit of such transactions to the Fund and will be consistent with the Fund's investment objective in terms of risk and return.

- (ii) *Execution of Trades.* Prior to each trade, the Managers will ensure that the intended trade will comply with the stated investment objective, focus, approach and restrictions of the Fund, and that best execution and fair allocation of trades are done. The Managers' Middle Office department will conduct periodic checks to ensure compliance with the investment objective, focus, approach and restrictions (if any) of the Fund. In the event of any non-compliance, Middle Office is empowered to instruct the relevant officers to rectify the same. Any non-compliance will be reported to higher management and monitored for rectification.
- (iii) *Liquidity.* In the event there are unexpectedly large realisations of Units, there may be a possibility that the assets of the Fund may be forced to be liquidated at below their fair and expected value, especially in illiquid public exchanges or over-the-counter markets. The Managers will ensure that a sufficient portion of the Fund will be in liquid assets such as cash and cash-equivalents to meet expected realisations, net of new subscriptions.
- (iv) *Counterparty exposure.* The Fund may have credit exposure to counterparties by virtue of positions in financial instruments (including derivatives) held by the Fund. To the extent that a counterparty defaults on its obligations and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its assets, its income stream and incur extra costs associated with the exercise of its financial rights. The Managers will restrict their dealings with counterparties that have a minimum long-term issuer credit rating of above BB+ by Standard and Poor's, an individual rating of above C by Fitch Inc or a financial strength rating of above C by Moody's Investors Service. If any approved counterparty fails this criterion subsequently, the Managers will take steps to unwind the Fund's position with that counterparty as soon as practicable.
- (v) *Volatility.* To the extent that the Fund has exposure to financial derivative instruments that allow a larger amount of exposure to a security for no or a smaller initial payment than the case when the investment is made directly into the underlying security, the value of the Fund's assets will have a higher degree of volatility. The Fund may use derivatives for hedging purposes for reducing the overall volatility of the value of its assets. At the same time, the Managers will ensure that the total exposure of the Fund to derivative positions will not exceed the net asset value of the Fund, as stated in paragraph (b) above.
- (vi) *Valuation.* The Fund may have exposure to over-the-counter derivatives that are difficult to value accurately, particularly if there are complex positions involved. The Managers will ensure that independent means of verifying the

value of such instruments are available, and will conduct such verification on a regular basis, which is expected to be at least once a month.

- (d) The Managers will ensure that the risk management and compliance procedures and controls adopted are adequate and that they have the necessary expertise to control and manage the risks relating to the use of financial derivative instruments. The Managers may modify the risk management and compliance procedures and controls as they deem fit and in the interests of the Fund.

#### 17.5 Liquidity Risk

Investments by the Fund in some Asian and/or emerging markets often involve a greater degree of risk due to the nature of such markets which do not have fully developed services such as custodian and settlement services often taken for granted in more developed markets. There may be a greater degree of volatility in such markets because of the speculative element, significant retail participation and the lack of liquidity which are inherent characteristics of these Asian and/or emerging markets.

#### 17.6 Small Capitalisation Companies Risk

Investments in small capitalisation companies generally carry greater risk than is customarily associated with larger capitalisation companies, which may include, for example, less public information, more limited financial resources and product lines, greater volatility, higher risk of failure than larger companies and less liquidity. The result may be greater volatility in the share prices.

#### 17.7 Single Country, Sector and Regional Risk

Investors should also be aware that investments in single country, sector or regional funds which may present greater opportunities and potential for capital appreciation may be subject to higher risks as they may be less diversified than a global portfolio.

#### 17.8 Financial institution risk

In comparison to the overall stock market, the value of shares of financial institutions is more likely to be adversely affected by falling interest rates and/or deteriorating economic conditions. Also, financial institutions are subject to greater regulation than other industries in the overall stock market. For example, industries like banking and insurance are subject to special regulatory schemes not shared by other industries. Additionally, tighter government regulation and potential government intervention of financial institutions in which the Fund invests may adversely affect the Fund by preventing the Fund's holdings from realising their growth potential.

#### 17.9 Equity risk

The Fund may invest in stocks and other equity securities which are subject to market risks that historically have resulted in greater price volatility than experienced by bonds and other fixed income securities. This in turn may affect the value or volatility of the Fund.

*The above should not be considered to be an exhaustive list of the risks which investors should consider before investing in the Fund. Investors should be aware that an investment in the Fund may be exposed to other risks of an exceptional nature from time to time.*

## **IX. SUBSCRIPTION OF UNITS**

### **18. Subscription Procedure**

Applications for Units may be made on the application form attached to this Prospectus, or through any agent or distributor appointed by the Managers from time to time, or through automated teller machines (“ATMs”) (as and when ATM applications are made available by the Managers or their agents or distributors, if applicable), or through the Managers’ website at [uobam.com.sg](http://uobam.com.sg) or any other website designated by the Managers, or any other sales channels, if applicable. Applications should be accompanied by such documents as may be required, with the subscription monies in full.

Applicants may make payment for Units by telegraphic transfer. Applicants should contact the Managers for details regarding payment by telegraphic transfer.

Units will generally only be issued when subscription monies have been received by the Trustee on a cleared funds basis, although the Managers may at their discretion issue Units before the Trustee receives full payment in cleared funds.

Investors may subscribe for Units either with cash or Supplementary Retirement Scheme (“SRS”) monies.

Investors wishing to use their SRS monies to purchase Units shall indicate so on the application form. The application form will contain the investor’s instructions to the SRS operator bank to withdraw from the investor’s SRS account, the purchase monies in respect of Units applied for.

For compliance with anti-money laundering laws and guidelines, the Managers or their distributors reserve the right to request such information as is necessary to verify the identity of an applicant.

### **19. Minimum initial subscription amount and minimum subsequent subscription amount**

The minimum initial subscription amount and minimum subsequent subscription amount for Units are S\$1000 (or its equivalent in US Dollars or such other currencies at the applicable rate exchange as determined by the Managers) and S\$500 (or its equivalent in US Dollars or such other currencies at the applicable rate of exchange as determined by the Managers) respectively.

Holders must have a holding of not less than the minimum initial subscription amount or such number of Units which, at the issue price prevailing at the time of the initial purchase was or would have been purchased for the minimum initial subscription amount.

Investors should also note that distributors appointed by the Managers may impose a higher minimum initial or subsequent subscription amount. Investors should therefore check with the relevant distributors before submitting their applications for subscriptions.

## 20. Dealing Deadline and Pricing Basis

- 20.1 The dealing deadline is at 3.00 p.m. Singapore time on a Dealing Day (the “**Dealing Deadline**”) or such other time on or prior to such Dealing Day as the Managers may from time to time determine with the approval of the Trustee.
- 20.2 Therefore, applications received and accepted by the Managers or any agent or distributor appointed by the Managers by the Dealing Deadline on any Dealing Day will be transacted on that day. Applications received and accepted by the Managers or any agent or distributor appointed by the Managers after the Dealing Deadline on any Dealing Day or on a day which is not a Dealing Day will be transacted on the next Dealing Day.

“**Dealing Day**”, in connection with the issuance, cancellation and realisation of Units, means every Business Day or such other day or days at such intervals as the Managers may from time to time determine with the prior consultation of the Trustee Provided That reasonable notice of any such determination shall be given by the Managers to all Holders at such time and in such manner as the Trustee may approve Provided That if on any day which would otherwise be a Dealing Day the Recognised Stock Exchange or over-the-counter or over-the-telephone market on which investments of the Fund having in aggregate values amounting to at least 50% of the value of the assets of the Fund (as at the relevant Valuation Point) are quoted, listed or dealt in is not open for normal trading, the Managers may determine that that day shall not be a Dealing Day.

“**Business Day**” means any day (other than Saturday or Sunday) on which commercial banks are open for business in Singapore or any other day as the Managers and the Trustee may agree in writing.

“**Recognised Stock Exchange**” means any stock exchange in the Asia Pacific Region (including the Singapore Exchange Securities Trading Limited, the Bursa Malaysia Berhad, the Jakarta Stock Exchange, the Stock Exchange of Thailand, the Manila/Makati Stock Exchange, the Stock Exchange of Hong Kong Ltd., the Taiwan Stock Exchange, the Korea Stock Exchange, the Tokyo Stock Exchange and the Sydney Stock Exchange), the London Stock Exchange, the Luxembourg Stock Exchange and such other stock exchange as is selected by the Managers.

“**Valuation Point**” means 7.00 a.m. Singapore time on the day following the relevant Dealing Day on which the net asset value of the Fund is to be determined or such other time as the Managers may determine with the prior approval of the Trustee who will determine if Holders should be informed of such change and the Managers shall notify the Holders of such change if requested by the Trustee.

- 20.3 Units are issued on a forward pricing basis. Therefore, the issue price cannot be calculated at the time of application. The issue price per Unit of the Fund shall be ascertained by calculating the net asset value per Unit of the Fund as at the Valuation Point in relation

to such Dealing Day on which such issue occurs of the proportion of the Deposited Property represented by one Unit of the Fund, truncated to three decimal places (or such other method of adjustment or number of decimal places as determined by the Managers with the approval of the Trustee). The Managers may, if so required, charge a subscription fee which is deducted from the total amount paid by the investor for the subscription of Units (the “**Gross Investment Amount**”), and the resultant amount (the “**Net Investment Amount**”) will be applied towards the subscription of Units. The subscription fee shall be retained by the Managers for their own benefit and the amount of the adjustment shall be retained by the Fund.

- 20.4 The Managers shall be entitled to convert the issue price to a foreign currency at the applicable rate of exchange. The costs of the currency exchange, if any, will be borne by the investor. Currently, the Managers accept the purchase of Units in Singapore Dollars (for payment using SRS monies) and in both Singapore Dollars and US Dollars (for cash payment) and will quote the issue price in Singapore Dollars and its equivalent in US Dollars at the applicable rate of exchange. In future, the Managers may accept the purchase of Units in any other foreign currency and will quote the issue price in such currency at the applicable rate of exchange.

## 21. Numerical example

The number of Units an investor will receive with a Gross Investment Amount of S\$1,000.00, based on a notional issue price of S\$1.000 and a subscription fee of 5%, will be calculated as follows:

S\$1,000.00	-	S\$50.00	=	S\$950.00
Gross Investment Amount		Subscription Fee (5%)		Net Investment Amount
S\$950.00	÷	S\$1.000	=	950.00
Net Investment Amount		Issue price		Number of Units allotted

The number of Units to be issued to an investor will be rounded down to two decimal places (the method of adjustment and the number of decimal places to which adjustment occurs may be varied by the Managers from time to time with the approval of the Trustee).

*This is for illustrative purpose only and is not an indication of future or likely performance of the Fund. The value of Units and the income from them may go down as well as up. Investors should read the Prospectus before investing.*

## 22. Confirmation of purchase

A confirmation note detailing your investment amount and the number of Units allocated to you will be sent to you within 5 Business Days for cash applications and within 11 Business Days for SRS applications from the date of issue of Units.

### 23. Cancellation of initial subscription by Holders

Subject to Clause 10(B) of the Deed and the cancellation terms and conditions attached to the application form for the subscription of Units, every Holder shall have the right to cancel their purchase of Units within 7 calendar days from the date of subscription or purchase of Units (or such longer period as may be agreed between the Managers and the Trustee or such other period as may be prescribed by the Authority) by providing notice in writing to the Managers or their authorised agents or distributors, provided that where the last day of the time period falls on a Sunday or a public holiday in Singapore, the time period shall be extended to the next calendar day, not being a Sunday or a public holiday in Singapore.

Full details of the provisions relating to the cancellation of Units may be found in the cancellation terms and conditions attached to the application form for the subscription of Units.

A Holder may choose to realise his Units under paragraph XI of this prospectus instead of cancelling his application form but should note that he will not be able to enjoy the benefits of a cancellation under this paragraph if he choose to realise his Units (ie there will be no refund of the Subscription fee and the prevailing Realisation Fee, if any, may be imposed) and the realisation proceeds may be lower than the cancellation proceeds if the appreciation in the value of the Units is less than the Subscription fee.

***Investors should refer to the terms and conditions for cancellation of subscription attached to the cancellation form before purchasing Units in the Fund.***

## X. REGULAR SAVINGS PLAN

24. The Managers have implemented a Regular Savings Plan (“RSP”) for the Fund. A Holder must have a minimum holding of 1,000 Units or the number of Units which would have been purchased for S\$1,000 based on the issue price prevailing on the date of application, whichever is the lower number (or such other number of Units as the Managers may from time to time determine), to join the RSP. A Holder may opt to invest a minimum sum of S\$100 (or such other amount as may be determined by the Managers) on a fixed day per month or S\$500 (or such other amount as may be determined by the Managers) on a fixed day per quarter through GIRO payment.

For RSP using cash, Holders must complete an Interbank GIRO Form authorising the payment for the RSP (or such other form or method as the Managers may determine from time to time) and submit it together with the application form.

For RSP using SRS monies, Holders must submit the application form.

Payment for the RSP will be debited from the Holders’ bank account or SRS account on the 25th calendar day (or next Business Day if that day is not a Business Day) of (i) each month (in the case of monthly RSP subscriptions) and (ii) the last month of each calendar quarter (in the case of quarterly RSP subscriptions). The investment will be

made on the same day after payment has been debited for cash and SRS monies (as the case may be) with the allotment of Units made normally within 2 Business Days thereafter.

In the event that the debit is unsuccessful, no investment will be made for that month. No notification relating to the unsuccessful debit will be sent to Holders. After 2 consecutive unsuccessful debits, the RSP will be terminated and no notification of such termination will be sent to the relevant Holders.

The Managers shall not assume any liability for any losses arising from the Holders' payment for the RSP via direct debit transactions.

A Holder may terminate his participation without penalty upon giving 30 days' prior written notice to the Managers.

## **XI. REALISATION OF UNITS**

### **25. Realisation Procedure**

Requests for realisation of Units may be made on realisation forms which may be obtained from the Managers or any agent or distributor appointed by the Managers from time to time, or through an ATM (as and when ATM realisation is made available by the Managers, or their agents or distributors, if applicable) or through the Managers' website at [uobam.com.sg](http://uobam.com.sg) or any other website designated by the Managers, or any other channels if applicable.

### **26. Dealing Deadline and Pricing Basis**

- 26.1 Requests received and accepted by the Managers or any agent or distributor appointed by the Managers by the Dealing Deadline on any Dealing Day shall be realised at the realisation price on that Dealing Day. Requests received and accepted by the Managers after the Dealing Deadline on any Dealing Day or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.
- 26.2 Units are realised on a forward pricing basis. Therefore, the realisation price cannot be calculated at the time of request. The realisation price per Unit of the Fund shall be the price per Unit ascertained by the Managers by calculating the net asset value per Unit as at the Valuation Point in relation to the Dealing Day on which the realisation request is received of the proportion of the Deposited Property then represented by one Unit, truncated to three decimal places (or such other method of adjustment or other number of decimal places as determined by the Managers with the approval of the Trustee). The amount of the adjustment aforesaid shall be retained by the Fund.
- 26.3 The Managers shall be entitled to convert the realisation price to a foreign currency at the applicable rate of exchange. The cost of the currency exchange, if any, will be borne by the investor. Currently, the Managers accept the purchase of Units in both Singapore Dollars and US Dollars and will quote the realisation price in Singapore Dollars and

its equivalent in US Dollars at the applicable rate of exchange. In future, the Managers may permit the realisation of Units in any other foreign currency and will quote the realisation price in such currency at the applicable rate of exchange.

- 26.4 If a Holder is resident outside Singapore, the Managers shall be entitled to deduct from the total amount which would otherwise be payable on the purchase from the Holder an amount equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if the Holder had been resident in Singapore.
- 26.5 For the avoidance of doubt, should a realisation request for any Units be received by the Managers prior to the receipt of the subscription monies in respect of such Units, the Managers may refuse to realise such Units until the Business Day following that upon which the subscription monies in respect of such Units have been received by the Trustee. Bank charges (if any) incurred in respect of a telegraphic transfer of realisation proceeds to a Holder's bank account will be borne by the Holder.

**27. Minimum holding and minimum realisation amount**

Unless the Managers and the Trustee otherwise agree, a Holder may not realise part of his holding of Units if thereafter his holding would be reduced to less than the minimum holding. The minimum holding of Units is 1000 Units or such number of Units which at the issue price prevailing at the time of the initial purchase was or would have been purchased for S\$1,000. Unless the Managers in any particular case, or generally otherwise agree, a Holder shall not be entitled to realise Units other than in amounts of 500 Units and above.

**28. Numerical example**

The net realisation proceeds payable to an investor on the realisation of 1,000 Units of the Fund, and on a notional realisation price of S\$0.900\* and on the basis that there is no realisation charge, will be calculated as follows:

1,000 Units	x	S\$0.900	=	S\$900.00
Your realisation request		Realisation price		Gross realisation proceeds
S\$900.00	-	S\$0.00	=	S\$900.00
Gross realisation proceeds		Realisation charge (0%)**		Net realisation proceeds

*\* The example above is a hypothesis and is not indicative of any future realisation price. The actual realisation price will fluctuate according to the then prevailing net asset value of the Fund.*

*\*\* No realisation charge is currently imposed.*

29. The net realisation proceeds shall normally be paid by cheque or credited into the Holder's SRS account, as applicable, within 6 Business Days in Singapore (or such number of days as permitted by the Authority) from the Dealing Day following the receipt and acceptance of the realisation request in written form by the Managers or their duly authorised agents or distributors unless the realisation of Units has been suspended in accordance with paragraph XIV of this Prospectus.

## **XII. SWITCHING OF UNITS**

30. Subject to the provisions of the Deed, the Managers shall be entitled to allow a Holder to switch his Units for units in other collective investment schemes managed by the Managers or for a different class of Units in the Fund (if established) upon such terms and conditions as the Managers may from time to time determine. Applications for switching of Units may be made by submitting the relevant form to the Managers or through any agent or distributor appointed by the Managers or through any other applicable sales channel.

## **XIII. PRICES OF UNITS**

31. The indicative issue and realisation prices will be published in The Straits Times, The Business Times, Lianhe Zaobao, Today and Teletext and such other local or foreign publication as the Managers may decide upon and can also be obtained from the Managers' website at [uobam.com.sg](http://uobam.com.sg) or any other website designated by the Managers, if applicable, or by calling the Managers' 24 hour hotline at telephone number 1800 22 22 228. The actual prices will generally be published 2 Business Days after the relevant Dealing Day in Singapore dollars and in USD as well.

*Investors should note that the frequency of the publication of the prices is dependent on the publication policies of the publication publisher concerned. Except for publications of the Managers, the Managers do not accept any responsibility for any errors on the part of the publisher concerned in the prices published in any publication or any non-publication or late publication of prices by such publisher.*

## **XIV. SUSPENSION OF DEALINGS**

32. The Managers or the Trustee may at any time, with the prior written approval of the other (as the case may be), suspend the issuance, switching and realisation of Units during:
- (i) any period when the Recognised Stock Exchange or the over-the-counter market on which any Authorised Investments forming a substantial part of assets of the Fund for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;
  - (ii) the existence of any state of affairs which, in the opinion of the Managers and the Trustee might seriously prejudice the interests of the Holders as a whole or of the assets of the Fund;

- (iii) any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments in the opinion of the Managers and the Trustee or the current price thereof on that Recognised Stock Exchange or that over-the-counter market or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
- (iv) any period when remittance of money which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in the opinion of the Managers and the Trustee be reasonably carried out at normal rates of exchange;
- (v) any 48-hour period (or such other longer period as the Managers and the Trustee may agree) prior to the date of any meeting of Holders (or any adjourned meeting thereof);
- (vi) any period when the dealing of Units is suspended pursuant to any order or direction issued by the Authority; or
- (vii) any period when the business operations of the Managers or the Trustee in relation to the operations of the Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

33. Such suspension shall take effect forthwith upon the declaration in writing thereof to the Trustee by the Managers or vice versa (as the case may be) and shall terminate on the day following the 1<sup>st</sup> Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under the paragraph 32 above shall exist upon the declaration in writing thereof by the Managers or the Trustee (as the case may be). Any payment for any Units realised before the commencement of any such suspension but for which payment has not been made before the commencement thereof may, if the Managers and the Trustee so agree, be deferred until immediately after the end of such suspension.

## **XV. PERFORMANCE OF THE FUND**

### **34. Past performance of the Fund and its benchmark as of 30 September 2009**

	1 year	3 years	5 years	Since Inception <sup>1</sup>
Fund (NAV-NAV) <sup>2</sup>	32.20%	1.50%	12.35%	12.44%
Fund (NAV-NAV) <sup>^3</sup>	25.59%	-0.21%	11.20%	11.33%
Benchmark	34.15%	5.25%	10.54%	11.69%

Source: Lipper, a Thomson Reuters Company

<sup>^</sup>Taking into account the Subscription Fee

***The past performance of the Fund is not necessarily indicative of the future performance of the Fund.***

On 1 December 2007, the benchmark of the Fund was changed from FTSE Global Smallcap Series Asia Pacific Ex Japan to MSCI AC Asia Pacific ex Japan Small Cap Index. The reason for the change of benchmark is that the Managers would like to standardise all benchmarks with a common data provider, which is MSCI. The MSCI AC Asia Pacific ex Japan Small Cap Index was not available when the Fund was launched.

**35. Expense ratio**

The expense ratio of the Fund for the year as of 30 June 2009 is 1.62%<sup>4</sup>.

**36. Turnover ratio**

The turnover ratio for the Fund for the period from 1 July 2008 to 30 June 2009 is 229.56% and is calculated based on the lesser of purchases or sales of underlying investments of the Fund expressed as a percentage of daily average net asset value.

**XVI. SOFT DOLLAR COMMISSIONS/ARRANGEMENTS**

**37.** The Managers may, from time to time, receive or enter into soft-dollar commissions or arrangements in the management of the Fund. The soft-dollar commissions or arrangements which the Managers may receive include specific advice as to the advisability of dealing in, or the value of any investments, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses, data and quotation services, computer hardware and software or any other information facilities to the extent that they are used to support the investment decision-making process, the giving of advice, or the conduct of research or analysis in relation to the investments managed for clients.

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<sup>1</sup> Inception date is 2 August 2004.

<sup>2</sup> Calculated in S\$ on a NAV-to-NAV basis as at 30 September 2009, with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.

<sup>3</sup> Calculated in S\$ on a NAV-to-NAV basis as at 30 September 2009, taking into account the subscription fee, with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.

<sup>4</sup> The expense ratio is calculated in accordance with the requirements in the Investment Management Association of Singapore's guidelines on the disclosure of expense ratios (the "IMAS Guidelines") and based on figures in the Fund's latest audited accounts. The following expenses as set out in the IMAS Guidelines (as may be updated from time to time), are excluded from the calculation of the expense ratio:

- (a) brokerage and other transaction costs associated with the purchase and sales of investments (such as registrar charges and remittance fees);
- (b) interest expense;
- (c) foreign exchange gains and losses of the Fund, whether realised or unrealised;
- (d) front-end loads, back-end loads and other costs arising from the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising from income received, including withholding tax; and
- (f) dividend and other distributions paid to Holders.

Soft-dollar commissions or arrangements received shall not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries or direct money payment.

The Managers may not accept or enter into soft-dollar commissions or arrangements in respect of the Fund unless such soft-dollar commissions or arrangements reasonably assist them in their management of the Fund, provided that the Managers shall ensure at all times that the transactions are executed on the best available terms taking into account the relevant market at the time for transactions of the kind and size concerned, and that no unnecessary trades are entered into in order to qualify for such soft-dollar commissions or arrangements.

The Managers do not, and are not entitled to, retain cash rebates for their own account in respect of rebates earned when transacting in securities for account of the Fund. The Managers will only accept soft-dollar commissions or arrangements in accordance with applicable regulatory requirements and industry standards.

## **XVII.CONFLICTS OF INTEREST**

38. The Managers are of the view that there are no conflicts of interest in managing their other funds and the Fund because of the following structures in place:

- All investment ideas are shared equally among fund managers.
- The Managers subscribe to the Code of Ethics and the Standards of Professional Conduct as prescribed by the Chartered Financial Analyst Institute (the “**CFA Institute**”) in USA CFA Institute is the primary professional organisation for security analysts, investment managers and others who are involved in the investment decision-making process. All Certified Financial Analyst charter holders of CFA Institute and candidates who are in pursuit of the charter, including those from Singapore, are expected to comply with CFA Institute standards. The Code of Ethics and the Standards of Professional Conduct are in place to ensure high ethical and professional standards of the investment professionals as well as fair treatment to the investing public.
- In addition, despite the possible overlap in the scope of investments, none of the funds are identical to one another and investment decisions are made according to the individual risk return characteristic of the fund.
- Most importantly, the Managers' usual fair and unbiased practice is to allocate investments between various funds which place the same orders simultaneously on a pro rata basis. However, should any potential conflicts of interest arise from a situation of competing orders for the same securities, the Managers adopt an average pricing policy whereby orders that are partially fulfilled on a particular day shall be allotted proportionately among the funds based on their respective initial order size and such quantity allotted shall be at the average price of such investments on that particular day.

The Managers and the Trustee shall conduct all transactions with or for the Fund on an arm's length basis. Associates of the Managers or the Trustee may be engaged to provide banking, brokerage, or financial services to the Fund. Such services, where provided, will be on an arm's length basis.

## **XVIII. REPORTS**

39. The financial year-end of the Fund is 30 June. Holders shall receive (i) the semi-annual report and the semi-annual accounts of the Fund within 2 months of the financial half-year end (or such period as may be permitted by the Authority) and (ii) the annual report, the annual accounts and the auditors' report on the annual accounts of the Fund within 3 months of the financial year-end (or such other period as may be permitted by the Authority).

## **XIX. QUERIES AND COMPLAINTS**

40. All enquiries and complaints about the Fund should be directed to the Managers at:

24 hour Hotline Number : 1800 22 22 228  
Facsimile number : 6532 3868  
E-mail : [uobam@uobgroup.com](mailto:uobam@uobgroup.com)

## **XX. OTHER MATERIAL INFORMATION**

### **41. Market Timing**

The Fund is designed and managed to support medium to long-term investments. In this regard, the Managers take a serious view of, and strongly discourage the practice of market timing (that is, investors conducting short-term buying or selling of Units to gain from inefficiencies in pricing) as such practices may cause an overall detriment to the long-term interest of other investors. In addition, short-term trading in Units increases the total transaction costs of the Fund, such as trading commission and other costs which are absorbed by all other investors. Moreover, the widespread practice of market timing may cause large movements of cash in the Fund which may disrupt the investment strategies to the detriment of long-term investors.

For the reasons set out above, the Managers strongly discourage the practice of market timing and may implement internal measures to monitor and control such practice. If any internal measure to restrict the practice of market timing amounts to a significant change to the Fund (as provided in the Code), the Managers will inform Holders of such internal measure not later than one month before its implementation. The Managers intend to review their policy on market timing from time to time in a continuous effort to protect the long-term interests of investors in the Fund.

## **42. Information on investments**

At the end of each calendar quarter, Holders will receive a statement showing the value of their investment, including any transactions during the quarter. However, if there is any transaction within a particular month, Holders will receive an additional statement at the end of that month.

## **43. Distributions of income and capital**

The Managers shall have the absolute discretion to determine whether a distribution is to be made. As and when the Managers shall decide, the Managers may by notice in writing direct the Trustee to distribute such part or all of the income and/or capital of the Fund subject to the Deed to Holders in respect of such period at such time and in accordance with such method of calculation as the Trustee and the Managers may agree having regard to the provisions of the Deed. The balance (if any) of the amount of income qualifying for distribution but which remains undistributed shall remain in the income account of the Fund and be available for subsequent distribution.

## **44. Custody of investments**

44.1 The Trustee shall be responsible for the safe custody of the assets of the Fund. Any Authorised Investments forming part of the assets of the Fund shall, whether in bearer or registered form, be paid or transferred to or to the order of the Trustee forthwith on receipt by the Managers and be dealt with as the Trustee may think proper for the purpose of providing for the safe custody thereof. The Trustee may from time to time upon notification in writing to the Managers appoint such person or persons as it thinks fit (including itself or its associates) as agents, nominees, custodians (where the Trustee is not acting as custodian) or (if the Trustee is acting as custodian) sub-custodians in respect of any of the assets of the Fund, and the fees and expenses of such agents, nominees, custodians and sub-custodians shall be paid out of the assets of the Fund. Any Authorised Investment in registered form shall as soon as reasonably practicable after receipt of the necessary documents by the Trustee, be registered in the name of the Trustee and/or its nominee and shall remain so registered until disposed of pursuant to the Deed. Subject as aforesaid the Trustee shall retain the documents of title to all Authorised Investments held upon the trusts of the Deed in its possession in safe custody. The Trustee may at any time procure that:

- (a) the Trustee; or
- (b) any officer of the Trustee jointly with the Trustee; or
- (c) any nominee appointed by the Trustee; or
- (d) any such nominee and the Trustee; or
- (e) any custodian, joint custodian or sub-custodian appointed; or
- (f) any company operating a depository or recognised clearing system in respect of the assets of the Fund; or

- (g) any broker, financial institution or other person with whom the sum is deposited in order to satisfy any requirement to deposit margin or security,

take delivery of and retain and/or be registered as proprietor of any Authorised Investments in registered form held upon the trusts of the Deed.

44.2 Notwithstanding anything contained in the Deed, but subject always to all applicable laws and regulations:

- (a) the Trustee shall not incur liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any depository or clearing system with which Authorised Investments may be deposited or any broker, financial institution or other person with whom Authorised Investments are deposited in order to satisfy any margin requirement;
- (b) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee; and
- (c) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any sub-custodian not appointed by it.

#### **45. Concerning the Managers and/or the Trustee**

45.1 The Trustee (or the Managers or other agents with the approval of the Trustee) shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of 6 years from the date of registration thereof and all distribution mandates which have been cancelled or lapsed at any time after the expiration of 1 year from the date of cancellation or lapse thereof and all notifications of change of address after the expiration 1 year from the date of the recording thereof and all forms of proxy in respect of any meeting of Holders 1 year from the date of the meeting at which the same are used and all registers, statements and other records and documents relating to the Fund at any time after the expiration of 6 years from the termination of the Fund. Neither the Trustee nor the Managers nor their agents shall be under any liability whatsoever in consequence thereof and unless the contrary be proved, every instrument of transfer so destroyed shall be deemed to have been a valid and effective instrument duly and properly registered and every other document hereinbefore mentioned so destroyed shall be deemed to have been a valid and effective document in accordance with the recorded particulars thereof.

Provided Always That:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;

- (b) nothing in this paragraph shall be construed as imposing upon the Trustee or the Managers or other agents any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of sub-paragraph (a) are not fulfilled; and
- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

- 45.2 Save as otherwise expressly provided in the Deed, the Trustee shall as regards all the trusts, powers, authorities and discretions vested in it have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and time for the exercise thereof and in the absence of fraud or negligence the Trustee shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.
- 45.3 Any provision in the Deed providing for any act or matter to be done by the Trustee may (if the Trustee is a corporation) be performed on behalf of the Trustee by any officer of the Trustee and any act or matter so performed shall be deemed for all the purposes of the Deed to be the act of the Trustee.
- 45.4 The Trustee may beneficially own all or any part of the issued share capital of any company in or outside Singapore if the Trustee considers it necessary or desirable for fiscal or other reasons to incorporate such companies or acquire issued share capital of such companies for the purpose of holding all or any part of the assets of the Fund.
- 45.5 The Trustee may in relation to the acquisition, holding or disposal of any investment with the concurrence of the Managers utilise its own services or the services of any associate of the Trustee (if such associate is a banker) without there being any liability to account therefor and any charges or expenses incurred shall be payable out of the assets of the Fund.

#### **46. Indemnities and protections accorded to the Managers and/or the Trustee**

- 46.1 The Trustee and the Managers respectively shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.
- 46.2 The Trustee and the Managers shall incur no liability to the Holders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of the Deed or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the Deed, neither the Trustee nor the Managers shall be under any liability therefor or thereby.

- 46.3 Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application, endorsement or other document (sent by mail, facsimile, electronic means or otherwise) affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting on or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Managers respectively shall nevertheless be entitled but not bound to require that the signature of any Holder or joint Holder to any document required to be signed by him under or in connection with the Deed shall be verified by a banker or broker or other responsible person or otherwise authenticated to its or their reasonable satisfaction.
- 46.4 Any indemnity expressly given to the Trustee and/or the Managers in the Deed is in addition to and without prejudice to any indemnity allowed by law, Provided Nevertheless That nothing in any of the provisions of the Deed shall in any case in which the Trustee and/or the Managers, as the case may be, have failed to show the degree of diligence and care required by them by the provisions of the Deed exempt them from or indemnify them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties.
- 46.5 Nothing contained in the Deed shall be construed so as to prevent the Managers and the Trustee in conjunction or the Managers or the Trustee separately from acting as managers or trustee for trusts separate and distinct from the Fund.
- 46.6 The Trustee and the Managers may accept as sufficient evidence of the value of any investments thereof a certificate by a member of any Recognised Stock Exchange.
- 46.7 At all times and for all purposes of the Deed, the Trustee and the Managers may rely upon the established practice and rulings of any Recognised Stock Exchange and any committees and officials thereof on which any dealing in any Authorised Investment is from time to time effected in determining what shall constitute good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under the Deed.
- 46.8 The Trustee shall not be under any liability on account of anything done or suffered by the Trustee in good faith in accordance with or in pursuance of any request or advice of the Managers or the delegates or distributors appointed by the Managers. Whenever pursuant to any provision of the Deed any certificate, notice, instruction or other communication is to be given by the Managers (or the delegates or distributors appointed by the Managers) to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Managers (or as the case may be, by the relevant delegate or distributor) by any one person whose signature the Trustee is for the time being authorised in writing by the Managers (or as the case may be, by the relevant delegate or distributor) to accept and may act on verbal or facsimile instructions or other instructions in electronic form given by authorised officers of the Managers (or as the case may be, by the relevant delegate or distributor)

specified in writing by the Managers (or as the case may be, by the relevant delegate or distributor) to the Trustee.

- 46.9 Without prejudice to the powers, authorities and discretions of the Trustee under the Trustees Act, Chapter 337 of Singapore, the Trustee may in particular act upon any advice or information obtained from the Managers or any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers either of the Trustee or of the Managers and the Trustee shall not be liable for anything done or omitted or suffered in good faith in reliance upon such advice or information. The Trustee shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such bankers, accountant, broker, lawyer, agent or other person as aforesaid or of the Managers except in regard to any matter in which the Managers are acting on behalf of the Trustee with their express authority. Any such advice or information may be obtained or sent by letter, telegram, telex, facsimile and/or electronic form and the Trustee shall not be liable for acting on any advice or information purported to be conveyed by any such letter, telegram, telex, facsimile and/or electronic form although the same shall be found to contain some error or not to be authentic.
- 46.10 Save as provided in the Deed, nothing in the Deed shall prevent the Trustee or any associate of the Trustee from contracting or entering into any financial, banking or other transaction with the Managers, the Fund or any Holder or any company or body any of whose shares or securities form part of the assets of the Fund or from being interested in any such contract or transaction Provided That any such contract or transaction with the Fund shall be conducted at arms' length and the Trustee shall not be in any way liable to account either to the Fund or to the Managers or to the Holders or any of them for any profit or benefit made or derived by the Trustee or any such associate thereby or in connection therewith provided the Trustee at all times ensures that all Holders are treated equitably and fairly.
- 46.11 The Trustee shall not be under any obligation to institute, acknowledge service of, appear in, prosecute or defend any action, suit, proceedings or claim in respect of the provisions of the Deed or in respect of the assets of the Fund or any part thereof or any corporate or shareholders' action which in its opinion would or might involve it in expense or liability, unless the Managers shall so request in writing, and shall so often as required by the Trustee furnish it with an indemnity satisfactory to it against any such expense or liability.
- 46.12 Subject as provided in the Deed, the Trustee shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as Trustee to have recourse to the assets of the Fund or any part thereof.
- 46.13 Before making any distribution or other payment in respect of any Unit or in respect of management fee the Trustee may make such deductions as by the law of any country in which such payment or distribution is made the Trustee is required or entitled to make in respect of any income or other taxes, charges or assessments whatsoever and the Trustee may also deduct the amount of any stamp duties or other governmental taxes or charges payable by it for which it might be made liable in respect of such distribution or payment or any documents signed by it in connection therewith. The Trustee shall not be liable to

account to any Holder or otherwise for any payment made or suffered by the Trustee in good faith to any duly empowered fiscal authority of Singapore or any country for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under the Deed notwithstanding that any such payments ought not to be or need not have been made or suffered.

- 46.14 The Trustee shall not be responsible for verifying or checking any valuation of the assets of the Fund or any calculation of the prices at which Units are to be issued or realised, except as provided in the Deed but shall be entitled (but not bound) at any time to require the Managers to justify the same.
- 46.15 In no event shall a Holder have or acquire any rights against the Trustee or Managers or either of them save such as are expressly conferred on the Holder hereby nor shall the Trustee be bound to make any payment to any Holder except out of the funds held by or paid to it for that purpose under the provisions of the Deed.
- 46.16 In the absence of gross negligence or wilful default the Managers shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by them in good faith hereunder and the Managers shall not be under any liability except such liability as may be expressly assumed by them under the Deed nor shall the Managers be liable for any act or omission of the Trustee.
- 46.17 Nothing in the Deed shall prevent the Managers or their associate from contracting or entering into any financial, banking or other transactions with the Trustee (when acting other than in its capacity as trustee of the Fund), the Fund or any Holder or any company or body any of whose shares or other securities form part of the assets of the Fund or from being interested in any such contract or transaction Provided That any such contract or transaction with the Fund shall be conducted at arms' length and the Managers or any such associate shall not be in anyway liable to account either to the Fund or to the Trustee or to the Holders or any of them for any profit or benefit made or derived by the Managers or any such associate thereby or in connection therewith.

#### 47. Valuation

Except where otherwise expressly stated in the Deed and subject to the provisions of the Code, the value of the assets comprised in the Fund with reference to any Authorised Investment which is:-

- (i) a Quoted Investment, shall be calculated, as the case may be, by reference to the official closing price, the last known transacted price or the last transacted price on such Recognised Stock Exchange or over-the-counter market ("**OTC Market**") on which the Investment is traded before the Valuation Point in respect of the Dealing Day on which the value is to be determined; where such Quoted Investment is listed, dealt or traded in more than one Recognised Stock Exchange or OTC Market, the Managers (or such person as the Managers shall appoint for the purpose) may in their absolute discretion select any one of such Recognised Stock Exchange or OTC Market for the foregoing purposes and, if there be no such official closing price, last known transacted or last transacted price, the value

shall be calculated by reference to the last available price(s) quoted by responsible firms, corporations or associates on a Recognised Stock Exchange or an OTC Market at the Valuation Point in respect of the Dealing Day on which the net asset value is to be determined;

- (ii) an Unquoted Investment, shall be calculated by reference to the initial value thereof being the amount expended in the acquisition thereof or price of the relevant Investment as quoted by a person, firm or institution making a market in that Investment, if any (and if there shall be more than one such market maker then such market maker as the Managers may designate), as may be determined by the Managers to represent the fair value of such Authorised Investment;
- (iii) cash, deposits and similar assets shall be valued at their face value (together with accrued interest) unless, in the opinion of the Managers (after consultation with the Trustee), any adjustment should be made to reflect the value thereof;
- (iv) a unit or share in a unit trust or mutual fund or collective investment scheme shall be valued at the latest published or available net asset value per unit or share, or if no net asset value per unit or share is published or available, then at their latest available realisation price; and
- (v) an Investment other than as described above, shall be valued in such manner and at such time as the Managers after consultation with the Trustee shall from time to time determine.

PROVIDED THAT, if the quotations referred to in (i), (ii), or (iv) above are not available, or if the value of the Authorised Investment determined in the manner described in (i), (ii), (iii), (iv) or (v) above, in the opinion of the Managers, do not represent a fair value of such Authorised Investment, then the value shall be such value as the Managers may, with due care and in good faith, consider in the circumstances to be fair and is approved by the Trustee and the Managers shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the “**fair value**” shall be determined by the Managers in consultation with a stockbroker or an approved valuer and with the approval of the Trustee in accordance with the Code.

# 发售计划说明书

大华亚洲成长良机基金

# 大华 亚洲 成长 良机 基金