

UNITED COMMODITIES PLUS FUND

P r o s p e c t u s

UNITED COMMODITIES PLUS FUND

DIRECTORY

Managers

UOB Asset Management Ltd
(Company Registration No. 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
Cheo Chai Hong
Thio Boon Kiat

Trustee

HSBC Institutional Trust Services (Singapore) Limited
(Company Registration No. 194900022R)

Registered Address:

21 Collyer Quay
#10-02 HSBC Building
Singapore 049320

Auditors

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

Solicitors to the Managers

Tan Peng Chin LLC
30 Raffles Place
#11-00 Chevron House
Singapore 048622

Solicitors to the Trustee

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

UNITED COMMODITIES PLUS FUND

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IMPORTANT INFORMATION

UOB Asset Management Ltd (the “**Managers**”) accept full responsibility for the accuracy of the information contained in this Prospectus of the **UNITED COMMODITIES PLUS FUND** (the “**Fund**”) and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no facts the omission of which would make any statement herein misleading. Unless otherwise stated or the context otherwise requires, all undefined terms in this Prospectus have the same meanings as ascribed to them in the deed of trust dated 2 May 2008 (as may be amended) 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. A copy of the Deed is available for inspection at the Managers’ office during normal business hours (subject to such reasonable restrictions as the Managers may impose).

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 in the Fund (the “**Units**”). This Prospectus may be supplemented or replaced from time to time to reflect material changes.

Investment in the Fund requires consideration of the usual risks involved in investing and participating in collective investment schemes and the risks of investing in the Fund. Details of the risks involved are set out in paragraph 9 of this Prospectus. Investors should consider these risks carefully before making an investment decision. Investors should note that their investments can be volatile and there can be no assurance that the Fund will be able to attain its objectives. The prices of Units as well as the income from them may go up as well as down to reflect changes in the value of the Fund. An investment should only be made by those persons who can sustain losses on their investments. Investors should satisfy themselves of the suitability to them of an investment in the Fund based on their personal circumstances.

Potential investors should seek independent professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which they may encounter under the laws of the countries of their citizenship, residence or domicile and which may be relevant to the subscription, holding or disposal of Units and should inform themselves of and observe all such laws and regulations of any relevant jurisdiction that may be applicable to them. No representation is made as to the tax status of the Fund.

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

Investors should note that the 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 of their authorised agents or distributors subject to the ultimate discretion of the Managers in respect of the subscription, sale, switch, conversion or realisation of an investor’s Units in accordance with and subject to the provisions in the Deed.

Applications may be made in other jurisdictions to enable the Units to be marketed freely in those jurisdictions.

All enquiries in relation to the Fund should be directed to the Managers, UOB Asset Management Ltd, or their authorised agents or distributors.

In this Prospectus, all references to “**US Dollars**” and the sign “**US\$**” are to the currency of the United States of America.

UNITED COMMODITIES PLUS FUND

PROSPECTUS

The United Commodities Plus Fund is an authorised scheme constituted in Singapore under the Securities and Futures Act (Chapter 289) (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. 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 United Commodities Plus Fund.

1. BASIC INFORMATION

1.1 Name of the collective investment scheme

This Prospectus is in relation to a stand-alone, Singapore constituted collective investment scheme known as United Commodities Plus Fund (the “**Fund**”). The Managers are presently offering for subscription units in the Fund (“**Units**”) for such period as the Managers may decide from time to time.

1.2 Date of registration and expiry of the Prospectus

The date of registration of this Prospectus with the Authority is 22 March 2013. This Prospectus is valid for 12 months after the date of registration (i.e., up to and including 21 March 2014) and will expire on 22 March 2014.

1.3 The Deed

(a) Principal deed and supplemental deeds

The Fund is constituted as a unit trust by way of a deed of trust dated 2 May 2008 (the “**Principal Deed**”) made between UOB Asset Management Ltd (the “**Managers**”) and HSBC Institutional Trust Services (Singapore) Limited (the “**Trustee**”). The Principal Deed has been amended by the following deeds (collectively, the “**Supplemental Deeds**”):

Supplemental Deed	Date
First Amending and Restating Deed	21 April 2009
Second Amending and Restating Deed	15 April 2010
Third Amending and Restating Deed	8 April 2011
Fourth Amending and Restating Deed	30 September 2011
Fifth Amending and Restating Deed	22 March 2013

The Principal Deed as amended by the Supplemental Deeds will be referred to as the “**Deed**”.

- (b) The Deed is binding on the Managers, the Trustee and each unitholder (each a “**Holder**”) and all persons claiming through the Holders as if such persons had each been a party to the Deed.
- (c) Investors should note that this Prospectus includes some of the provisions found in the Deed, which have to a large extent been summarised. **Not all provisions of the Deed are reflected in this Prospectus and investors should read the Deed for full details.**
- (d) A copy of the Deed is available for inspection free of charge at the Managers’ operating office at 80 Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624 during normal business hours (subject to such reasonable restrictions as the Managers may impose) and will be supplied by the Managers upon request 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).

1.4 Accounts and reports

Copies of the latest semi-annual and annual reports, semi-annual and annual accounts as well as the auditors’ report on the annual accounts relating to the Fund, where available, may be obtained from the Managers at their operating office at 80 Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624 during normal business hours (subject to such reasonable restrictions as the Managers may impose).

2. THE MANAGERS

The Managers are UOB Asset Management Ltd (“**UOBAM**”), whose registered office is at 80, Raffles Place, UOB Plaza, Singapore 048624.

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 27 years and as of 31 January 2013 manages about S\$25.56 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 31 January 2013, UOBAM manages 54 unit trusts in Singapore, with total assets of about S\$4.53 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 investment in Asian, Australian, European and US markets and in 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 125 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 31 January 2013, UOBAM and its subsidiaries in the region have a staff strength of over 230 including about 60 investment professionals in Singapore.

UOBAM maintains professional indemnity insurance coverage which complies with the requirements under applicable laws, regulations and guidelines, or as directed by the Authority.

Please refer to the Deed for details on the Managers’ role and responsibilities.

Investors should note that the past performance of the Managers is not necessarily indicative of their future performance.

3. THE TRUSTEE AND THE CUSTODIAN

The trustee of the Fund is HSBC Institutional Trust Services (Singapore) Limited (the “**Trustee**”), whose registered office is at 21 Collyer Quay, #10-02, HSBC Building, Singapore 049320.

The custodian for the Fund is State Street Bank and Trust Company, whose registered office is at 1 Lincoln Street, Boston, MA 02111, United States of America. Other custodians may be appointed from time to time in respect of the Fund or any of its assets. All custodians shall collectively be referred to as the “**Custodian**”.

Please refer to the Deed for details on the Trustee’s role and responsibilities.

4. OTHER PARTIES

4.1 The Registrar

The registrar of the Fund is the Trustee and the register of Holders (the “**Register**”) is kept and maintained at 20 Pasir Panjang Road (East Lobby), #12-21, Mapletree Business City, Singapore 117439. The Register is accessible to the public during normal business hours (subject to such reasonable restrictions as the registrar may impose). The Trustee may appoint any other party (including, without limitation, the Managers) to carry out and administer the Trustee’s duties in relation to the Register.

The Register is conclusive evidence of the number of Units held by each Holder and the details in the Register will 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.

4.2 The Auditors

The auditors of the accounts relating to the Fund are PricewaterhouseCoopers LLP (the “**Auditors**”) whose registered address is at 8 Cross Street, #17-00, PWC Building, Singapore 048424.

4.3 The Administrator

The administrator of the Fund is HSBC Institutional Trust Services (Singapore) Limited, whose registered office is at 21 Collyer Quay #10-02 HSBC Building Singapore 049320.

5. **STRUCTURE OF THE FUND**

The Fund is a stand-alone, open-ended collective investment scheme, which is denominated in Singapore Dollars.

The Managers have the discretion to establish different Classes of Units within the Fund from time to time. The Managers may launch and issue any Class of Units established subsequent to the date of this Prospectus either at an issue price per Unit of S\$1.00 or such other fixed price per Unit as the Managers may determine in consultation with the Trustee. All existing Units at the time of the establishment of the new Class of Units will be re-classified.

6. **INVESTMENT OBJECTIVE, FOCUS AND APPROACH**

6.1 Investment objective

The investment objective of the Fund is to achieve long term capital appreciation through investments linked to the performance of underlying indices and fixed income securities.

6.2 Investment focus and approach

In order to achieve the investment objective, the Fund will invest primarily in cash, cash-equivalents, high quality bonds and other fixed income instruments, and may use financial derivative instruments to enhance the yield and capital growth of the Fund.

The Fund may purchase fixed income securities issued or guaranteed by sovereign or other governmental, quasi-government or supranational entities or agencies; and fixed income securities issued by various organisations, companies and other entities that have a credit rating of at least Baa3 by Moody’s Investors Service, or BBB- by Standard and Poor’s, or an equivalent rating from any other reputable rating agency.

The Fund may also use financial derivative instruments¹ (“**FDIs**”), such as swap agreements (“**Instruments**”), to gain exposure to the performance of a composite of energy, industrial metals, precious metals and agricultural indices. The Instruments may also be linked to the performance of inflation indices, treasury inflation protected securities and/or the performance of other fixed income securities. The Managers may adjust the weighted exposure and/or vary the underlying indices (“**Underlying Indices**”) and/or fixed income securities from time to time without notice, as they consider appropriate. The Managers presently intend, but are not obliged, to re-balance the portfolio periodically based on the relative performances of the Underlying Indices.

In order to provide the greatest correlation between the Fund’s performance and the performance of the Underlying Indices, up to 100% of the Fund’s net asset value may be exposed to the performance of the Underlying Indices and/or fixed income securities.

Subject to the investment guidelines and borrowing limits described in paragraph 7.1(b) below, the Fund currently intends to enter into a swap transaction with a single counterparty. The swap transaction is expected to have a maturity period of 2 years and the counterparty will be a financial institution with a long-term issuer credit rating of A by Standard and Poor’s (as at the time of entering into the transaction). The swap may be unfunded. At the time of maturity of the swap, the Fund will receive an amount linked to the rise in net weighted value of the Underlying Indices over the term of the swap. However, if the net weighted value of the Underlying Indices falls over the term of the swap, the Fund will have to make a payment equivalent to the negative performance of the Underlying Indices to the swap counterparty. This payment will be made from the proceeds and, as the case may be, the partial or total disposal of the Fund’s other investments. The net asset value of Units will therefore be linked to the performances of the Underlying Indices, the performance of which may rise or fall.

¹ Financial derivative instruments are financial instruments which derive their value from, or whose value depends on, the characteristics of one or more underlying assets, reference rates or indices. Financial derivative instruments may include (without limitation) options, warrants and swaps. The underlying assets, reference rates or indices of financial derivative instruments may include (without limitation) bonds, stocks, interest rates, currency exchange rates, and bond, stock and commodity indices.

The swap transaction gives the Fund exposure to the performance of a composite of commodity indices which currently represents a broad base of commodities, including but not limited to, gold, silver, platinum, palladium, aluminium, copper, nickel, lead, tin, zinc, crude oil, gas, corn, soy beans, rice, wheat, canola, live cattle, lean hogs, sugar and palm oil. The indices may also include securities of companies and/or entities in the agriculture and agriculture production sector. The commodities and commodity related securities represented under the commodity indices may change over time.

The Fund will not acquire any physical commodities directly, enter into any contracts relating to physical commodities, or use commodity FDIs (such as commodity futures, swaps on physical commodities or any option contracts or other FDIs that call for the physical delivery of underlying commodities).

The Managers may change the swap counterparty or enter into swap transactions with such other counterparty or counterparties on such terms and for such maturity period, as the Managers deem fit.

The Fund may use standardised and customised Instruments negotiated at arm's length and may conduct such transactions on-exchange or over-the-counter. To mitigate the risks relating to the use of the Instruments, the Fund will only enter into Instruments with counterparties that are banks or financial institutions with 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, or an equivalent rating from any other reputable rating agency.

Where appropriate and consistent with the Managers' risk management procedures, the Managers may employ ancillary techniques or instruments designed to limit the Fund's exposure to loss under the Instruments. The use of the Instruments will not result in the Fund being leveraged. The Managers will monitor any downside performance of such Instruments and may, in appropriate circumstances, take steps to limit losses through the use of other instruments in conjunction with the relevant Instrument.

The Fund may also invest in other Authorised Investments (as defined below) to achieve its investment objective. In particular, for efficiency and economies of scale, investments in cash, cash-equivalents, high quality bonds and other fixed income instruments, may be made through other collective investment schemes as the Managers may determine from time to time.

The Managers intend to invest a substantial portion of the net asset value of the Fund in United High Grade Corporate Bond Fund ("UHGCBF"), a sub-fund of United Global Recovery Funds and authorised for offer in Singapore. The Managers may vary the amount invested in UHGCBF or choose to invest in other schemes from time to time, as they deem fit in the best interest of the Fund.

UHGCBF is also managed by the Managers and its investment objective is to maximise returns over the long term through investments in a portfolio which consists mainly of investment grade corporate bonds issued globally. The Managers aim to create a portfolio for UHGCBF which consists mainly of investment grade bonds, fixed income securities, debt securities, fixed and floating rate securities and other similar instruments, denominated in any currency and issued by corporations anywhere in the world. UHGCBF may also invest in bonds issued by governments, government agencies and supra-nationals worldwide. A bond is considered investment grade if it is rated BBB- or higher by Standard & Poor's or Fitch Inc or Baa3 or higher by Moody's Investor's Service or given such other equivalent rating. UHGCBF may also hold part of its assets in liquid investments or cash for liquidity purposes. In its management of UHGCBF, the Managers take an active approach to fund management. Through its disciplined research and investment processes, the Managers will seek to optimise portfolio performance by focusing on and investing in selected sectors and individual credits that have the potential to outperform while maintaining adequate portfolio diversification. The investment process is driven by the Managers' assessment of the macro and technical factors which are important to the performance of UHGCBF. The Managers may choose to increase UHGCBF's exposure to selected sectors that have the potential to outperform and reduce exposure to sectors that may underperform. This top-down approach is supplemented by bottom-up analysis to arrive at the final investment decision. UHGCBF's portfolio will be reviewed regularly.

7. AUTHORISED INVESTMENTS AND RISK MANAGEMENT PROCEDURES

7.1 Authorised Investments

- (a) Subject to the Code, the authorised investments of the Fund ("**Authorised Investments**") are as follows:
 - (i) any Quoted Investment which is selected by the Managers for the purpose of investment of the Deposited Property;

- (ii) any Investment in respect of which an application for listing for permission to deal has been made to a Recognised Market and the subscription for or purchase of which is either conditional upon such listing or permission to deal being granted within a specified period not exceeding 12 weeks (or such other period as may be agreed between the Managers and the Trustee) or in respect of which the Managers are satisfied that the subscriptions or other transactions will be cancelled if the application is refused;
- (iii) any Unquoted Investment which is selected by the Managers for the purpose of investment of the Deposited Property;
- (iv) any Investment which is a unit in any unit trust scheme or a share or participation in an open-ended mutual fund or other collective investment scheme;
- (v) the currency of any country or any contract for the spot purchase or sale of any such currency or any forward contract of such currency;
- (vi) any Investment denominated in any currency;
- (vii) any Investment which is a future, option, forward, swap, collar, floor or other derivative; and
- (viii) any Investment which is not covered by sub-paragraphs (i) to (vii) above, as selected by the Managers and approved by the Trustee.

Please refer to the Deed for the full meaning of the terms **Quoted Investment**, **Recognised Market**, **Unquoted Investment** and **Investment**.

The Investments described in sub-paragraphs (v) and (vii) above will be used for the purposes of hedging existing positions in a portfolio, efficient portfolio management, optimising returns of the Fund and/or the underlying fund, UHGCBF, or a combination of these purposes.

- (b) The Fund and the underlying fund, UHGCBF, are subject to the investment guidelines and borrowing limits under Appendix 1 of the Code on Collective Investment Schemes issued by the Authority (the “Code”) (as may be amended from time to time). The current version of the Code may be found at the Authority’s website: www.mas.gov.sg. Investors should note that the Authority may, from time to time, update or amend the Code.

7.2 Disclosure on certain investments

- (a) The Managers may use or invest in FDIs (including those described in paragraphs 7.1(a)(v) and 7.1(a)(vii)) in respect of the Fund and/or the underlying fund, UHGCBF, for the purposes of hedging existing positions in a portfolio, efficient portfolio management, optimising returns of the Fund and/or the underlying fund, UHGCBF, or a combination of these purposes.

Subject to the provisions of the Code, the Managers may enter into hedging arrangements to reduce the Fund and/or UHGCBF’s exposure to FDIs. Such arrangements may be embedded in the terms of the Instruments (as described in paragraph 6.2) as stop-loss / hedging provisions.

- (b) In order to ensure sufficient diversification across different commodities to which the Fund is exposed, the Managers will seek exposure to at least 3 sub-groups of commodities, which the Managers determine as not being highly correlated to each other. The sub-groups include energy, industrial metals, precious metals and agricultural commodities.

The Managers will apply an internal statistical model to monitor the correlation between the sub-groups using historical correlation data based on the returns of each sub-group of commodities. The objective is to measure the long term level of correlation between the sub-groups and to calculate a confidence interval around that level. Currently, the model determines the existence of high correlation between the sub-groups by examining 5 years of historical data and measuring and converting the historical correlation in the returns of each sub-group over the initial 4 years into normal distributions. This is compared against the resulting distributions with the correlation between the same sub-groups over the most recent 12 months (“**short-term correlation**”). If the short-term correlation falls outside the relevant confidence level (computed on a one-tailed 99% confidence interval), the Managers will regard such sub-groups as “highly correlated” and the Fund’s exposure to such sub-groups will be aggregated for the purpose of compliance with the Code.

- (c) The Fund currently does not intend to carry out securities lending or repurchase transactions but may in the future do so, in accordance with the provisions of the Code. Accordingly, the Fund may at such time in the future become subject to the provisions on securities lending and repurchase transactions as set out in the Code.

7.3 Risk management procedures of the Managers relating to the use of financial derivative instruments

- (a) The Managers will ensure that the global exposure of the Fund to FDIs or embedded FDIs will not at any time exceed 100% of the net asset value of the Fund. The Managers will apply a commitment approach to determine the Fund's global exposure to FDIs by converting the positions in the FDIs into equivalent positions in the underlying assets of those FDIs and will calculate such exposure in accordance with the methods describe in the Code.
- (b) 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, which will include money market instruments, fixed income securities and FDIs, which may include options, warrants and swaps. 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 objectives 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 objectives, focus, approach and restrictions (if any) 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 objectives, focus, approach and restrictions (if any) of the Fund. In the event of any non-compliance, the Managers' middle office department 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 of unexpectedly large realisation of Units in the Fund, 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 FDIs and other financial instruments 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 and in its income stream and incur extra costs associated with the exercise of its financial rights. Subject to the provisions of the Code, the Managers will restrict their dealings with counterparties to entities 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, or an equivalent rating from any other reputable rating agency. 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 FDIs 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. One of the aims of the Fund is to target a return at a volatility that is less than that experienced in the general markets for that expected level of return. The Fund may use FDIs for hedging purposes to reduce the overall volatility of the value of its assets. At the same time, the Managers will ensure that the global exposure of the Fund to FDIs and embedded FDIs will not exceed the net asset value of the Fund, as stated in sub-paragraph 7.3(a) above.
 - (vi) *Valuation.* The Fund may have exposure to over-the-counter FDIs that are difficult to value accurately, particularly if there are complex positions involved. The Managers will ensure that independent means of verifying the fair value of such instruments are available and will conduct such verification at an appropriate frequency.

- (vii) *Fixed income securities.* The Fund will invest in fixed income securities and will be subject to the risks that are typical of such instruments, such as interest rate risks and default risk. Interest rate risks will arise from unexpected changes in the term structure of interest rates, which are in turn dependent on general economic conditions. In addition, such investments are subject to the specific ability of the issuers of such securities to meet its debt obligations and are hence dependent on the financial health of the issuers, which may change adversely over time due to their specific business conditions and general market conditions. The Managers will restrict investments in fixed income securities to those issued or guaranteed by sovereign or other governmental, quasi-government or supranational entities or agencies, or those fixed income securities issued by organisations, companies and other entities that have a credit rating of at least Baa3 by Moody's Investors Service, or BBB- by Standard and Poor's, or an equivalent rating from any other reputable rating agency.
- (viii) *Foreign Exchange/Currency Risk.* The Fund may have exposure, either directly or indirectly to a wide range of currencies, some of which may be restricted in terms of convertibility. The Managers may hedge the exposure to these currencies to the Singapore Dollar, possibly leading to a reduced overall gain or greater loss on currency swap transactions entered into by the Fund. The Fund may also employ strategies to invest in certain currencies while borrowing in other currencies, and this may result in losses if the net movements of the various currencies pairs move in unfavourable directions. The Managers will select transactions in currencies that are likely to yield favourable returns to the Fund based on their historical trends.
- (ix) *Cash assets.* The cash assets of the Fund will be invested in one or more of the following:
 - (1) government or other public body securities with a minimum credit rating of A3 by Moody's Investors Service or A- by Standard and Poor's;
 - (2) certificates of deposit rated A and above by either Fitch, Standard and Poor's or Moody's Investors Service;
 - (3) commercial paper which are issued by issuers with a minimum short-term credit rating of F2 by Fitch Inc or A2 by Standard and Poor's or P2 by Moody's Investors Service;
 - (4) repurchase agreements with counterparties which have, or which are guaranteed by third parties with ratings of A2 by Standard and Poor's or P2 by Moody's Investors Service;
 - (5) daily dealing money market funds which have a minimum short-term credit rating of F2 by Fitch Inc or A2 by Standard and Poor's, or long-term ratings of A by Fitch Inc or A by Moody's Investors Service or A by Standard and Poor's; or
 - (6) deposits with Singapore-incorporated bank licensed under the Banking Act (Chapter 19 of Singapore) or financial institutions with either a minimum short-term issuer credit rating of F2 by Fitch Inc or A2 by Standard and Poor's, or a minimum short-term bank deposit rating of P2 by Moody's Investors Service,

or, in each case, with equivalent rating from any other reputable rating agency.

- (c) The Managers will ensure that the risk management and compliance procedures and controls adopted by them are adequate and have been implemented, and that they have the necessary expertise to control and manage the risks relating to the use of FDIs. The Managers may modify the risk management and compliance procedures and controls as they deem fit and in the interests of the Fund, but subject always to the requirements under the Code.
- (d) The Fund may net its over-the-counter FDI positions with a counterparty through a bilateral contract for novation or other bilateral agreement with the counterparty, provided that such netting arrangements satisfy the relevant conditions described in the Code, and that the Managers obtain (where applicable) the required legal opinions as stipulated in the Code.
- (e) Where the Fund uses or invests in FDIs on commodities, all such transactions shall be settled in cash at all times.

Investors should note that the Managers have adopted the same risk management and compliance procedures and controls in respect of UHGCBF.

7.4 Product Suitability

The Fund is only suitable for investors who:

- (a) seek long term capital appreciation;
- (b) also seek regular income through yearly distributions;
- (c) are looking for exposure to the performance of a composite of energy, industrial metals, precious metals and agricultural indices; and
- (d) are comfortable with the volatility and risks of a fund which invests in a wide range of instruments including FDIs (such as swaps) linked to the performance of indices and other securities.

8. FEES AND CHARGES

8.1 Fees and charges table

- (a) Fees and charges applicable to the Fund

Fees payable by a Holder	
Subscription fee	Currently 5%; maximum 5%.
Realisation fee	Currently 0%; maximum 2%.
Switching fee ⁽¹⁾	Currently 1%; maximum 1%.
Fees Payable by the Fund to the Managers, the Trustee and other parties	
Management fee	Currently 1.5% p.a.; maximum 2% p.a.
Trustee fee	Currently not more than 0.05% p.a., subject to a minimum of S\$5,000 p.a.; maximum 0.1% p.a.
Administration fee	Currently 0.25% p.a.; maximum 0.4% p.a.
Registrar and transfer agent fee	The higher of S\$15,000 p.a. or 0.125% p.a., subject always to a maximum of S\$25,000 p.a.
Valuation and accounting fees	0.125% p.a.
Audit fee ⁽²⁾ (payable to the Auditors), custodian and transaction fees ⁽³⁾ (payable to the Custodian) and other fees and charges ⁽⁴⁾	Subject to agreement with the relevant parties. Each fee or charge may amount to or exceed 0.1% p.a., depending on the proportion that each fee or charge bears to the net asset value of the Fund.

⁽¹⁾ In the case of a switch of Units in the Fund to units of any other fund managed by the Managers (referred to as the “**New Fund**”), the Switching Fee 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 of the subscription fee of the New Fund.

⁽²⁾ The audit fee is subject to agreement with the Auditors for the relevant financial year. Based on the audited accounts and the average net asset value of the Fund for the financial year ended 31 December 2011, the audit fee amounted to 0.17% in that financial year.

⁽³⁾ The custodian fee payable is subject to agreement with the Custodian and does not include any transaction fees payable to the Custodian in respect of the investments of the Fund, which will depend on the number of transactions carried out and the place at which such transactions are effected in relation to the Fund. Based on the audited accounts and the average net asset value of the Fund for the financial year ended 31 December 2011, each of the custodian fee and the transaction fees did not amount to or exceed 0.1% in that financial year.

⁽⁴⁾ “Other fees and charges” include printing and stationery costs, legal and professional fees, goods and services tax (“**GST**”) and other out-of-pocket expenses. Based on the audited accounts and the average net asset value of the Fund for the financial year ended 31 December 2011, the aggregate of such fees and charges amounted to 0.62% in that financial year.

Investors should note that they may indirectly bear a portion of the fees, costs and expenses of the underlying fund, UHGCBF. The fees and charges which apply to the Fund's investment in UHGCBF are set out below.

(b) Fees and charges applicable to the Fund's investment in UHGCBF

Fees payable by a Holder	
Subscription fee	Currently 3%; maximum 3%.
Realisation fee	Currently none; maximum 2%.
Switching fee	Currently 1%; maximum 1%.
Fees payable by the UHGCBF to its managers, the trustee and other parties	
Management fee	Currently 1% p.a.; maximum 2% p.a.
Trustee fee	Currently not more than 0.05% p.a. (subject always to a minimum of S\$5,000 p.a.); maximum 0.1% p.a.
Administration fee	0.125% p.a.
Registrar and transfer agent fee	The higher of S\$15,000 p.a. or 0.125% p.a., subject always to a maximum of S\$25,000 p.a.
Valuation and accounting fees	0.125% p.a.
Audit fee (payable to the Auditors), custodian fee (payable to the custodian) and other fees and charges	Subject to agreement with the relevant parties. Each fee or charge may amount to or exceed 0.1% p.a., depending on the proportion that each fee or charge bears to the net asset value of the UHGCBF.

Investors should note that the subscription fee, realisation fee and switching fee of UHGCBF will be waived for investments by the Fund. The management fee charged to UHGCBF will also be rebated to the Fund in the form of cash and/or units in UHGCBF. Investors should note that the Fund may also invest into other underlying funds (each of which the Managers currently do not intend to exceed 10% of the net asset value of the Fund) for which fees and charges may be imposed at the underlying fund level.

- 8.2 As required by the Code, all marketing, promotional and advertising expenses in relation to the Fund will be borne by the Managers and not charged to or borne by the Deposited Property.
- 8.3 The Subscription Fee and Realisation Fee will be retained by the Managers for their own benefit, and will not form part of the Deposited Property. All or part of the Subscription Fee may also be paid to or retained by the Managers' authorised agents or distributors. Any other commission, remuneration or sum payable to such authorised agents or distributors in respect of the marketing of Units will be paid by the Managers. Investors should also note that the Managers' authorised agents and distributors through whom the investors subscribe for Units may (depending on the specific nature of services provided) impose other fees and charges that are not disclosed in this Prospectus, and investors should check with the relevant agents or distributors on such fees and charges, if any.
- 8.4 The Managers may at any time differentiate between applicants as to the amount of the Subscription Fee, Realisation Fee, Switching Fee and other charges (if any) payable to the Managers upon the issue, realisation or switch of Units, or allow to investors discounts on such basis and to such extent as they may think fit (such discounts will not be borne by the Fund), or to waive such fees and charges.

9. RISKS

9.1 General risks

There is no guarantee that the investment objectives of the Fund will be achieved. 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.

Investment in the Fund is meant to produce returns over the long-term and investors should not expect to obtain short-term gains from such investment. The value of Units and the income accruing from the Units may fall or rise and investors may not get back their original investment.

9.2 Specific risks

(a) ***Market risk***

The Fund and the underlying fund, UHGCBF, may invest in, or enter into FDIs which allow participation in the performance of, listed and unlisted securities and their derivatives. Investors in the Fund should consider and satisfy themselves as to the usual risks of investing and participating in such securities and derivatives. 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 value of Units to rise or fall.

Investments in bonds and other fixed income securities are subject to interest rate fluctuations and credit risks, such as risk of default by issuers.

Bond prices may go up or down in response to interest rates (with increases in interest rates usually leading to falling bond prices).

Investments in fixed income securities are subject to adverse changes in the financial condition of the issuer, or in general economic conditions, or both; or an unanticipated rise in interest rates, which may impair the ability of the issuer to make payments of interest and principal.

In light of current fiscal conditions and concerns on sovereign debt of certain European countries, the Fund may also be subject to risks arising from a potential crisis in the Eurozone such as political risk, liquidity risk, currency risk and exceptional market conditions (as disclosed below in greater detail). Such risks may affect the performance of the Fund and the value of the Units of the Fund.

(b) ***Interest rate risk***

Interest rates are determined by factors of supply and demand in the international money markets which are influenced by macroeconomic factors, speculation and central bank and government intervention. Fluctuations in short term and/or long term interest rates may affect the value of the Fund. Fluctuations in interest rates of the currencies in which investments of the Fund are denominated and/or fluctuations in interest rates of the currencies in which the underlying assets comprised in the investments of the Fund are denominated may affect the value of the Fund.

(c) ***Derivatives risk***

The Fund may enter into FDIs, which are financial contracts whose value depends on, or is derived from, the value of an underlying asset, reference rate or index. The FDIs may include options, warrants and swaps and the underlying assets, rates and indices may include bonds, stocks, interest rates, currency exchange rates, and bond, stock and commodity indices.

While the prudent and judicious use of FDIs by professional investment managers can be beneficial, FDIs involve risks different from, and, in some cases, greater than, the risks presented by more traditional securities investments. Some of the risks associated with FDIs are market risk, management risk, credit risk, counterparty risk, settlement risk, liquidity risk and leverage risk.

The FDIs entered into by the Fund (including the Instruments described in paragraph 6.2) may be terminated in certain circumstances, including (but not limited to) the Fund's value falling below a threshold amount, the counterparty failing to maintain a specified minimum credit rating or for regulatory and other reasons. If a FDI is terminated, the Managers will seek to replace it with another FDI providing, in the opinion of the Managers, the same or substantially similar terms as the FDI being terminated. There is no guarantee that the Fund will be able to enter into such a replacement instrument, as this depends on various factors such as the size of the Fund, the pool of available counterparties which satisfy the Fund's criteria and legal and regulatory requirements.

Investments in FDIs 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 investments may be liquidated at a loss. Therefore, it is essential that such investments in FDIs are monitored closely.

The Managers may utilise a variety of techniques or instruments (such as options) to limit the Fund's exposure to loss under the FDIs entered into by the Fund. The techniques and instruments used by the Managers to limit loss may include hedging arrangements which are entered into in accordance with the provisions of the Code. However, there can be no assurance that the Fund will be able to enter into such "stop loss" arrangements, or that the techniques or instruments used in such arrangements will be effective. Limitations on the effectiveness of techniques or instruments used in the Fund's "stop loss" arrangements could interfere with the ability of the Fund to execute certain aspects of its investment strategies, including its ability to hedge certain exposures and execute transactions to implement its risk management policies and any such limitations may adversely affect the performance of the Fund.

Investments in "over-the-counter" (OTC) FDIs may be illiquid and are sometimes subject to larger spreads than exchange-traded FDIs. Participants in such OTC markets are typically subject to less regulatory oversight than members of exchange-based markets. Therefore, the use of OTC instruments may lead to increase in volatility and may increase counterparty and settlement risks. Although the Managers will endeavour to ensure that the OTC transactions entered into are governed by standardised documentation produced by the International Swaps and Derivatives Association (ISDA), there is no guarantee that this will be achieved. Further, transactions entered under an ISDA agreement may be subject to cross-product obligations, payment and collateral netting provisions, events of default provisions, no-fault termination events and other provisions, which may subject the OTC transactions to early termination. If such provisions are triggered, the Fund may incur losses or fail to recover from its counterparty in full. The close-out and valuation procedures provided under the ISDA agreement do not always function well, particularly in adverse market conditions.

(d) ***Underlying risk***

An investment in the Fund is subject to the volatility of any FDIs employed by the Fund and/or any assets, securities, investment/trading strategies and/or indices underlying the FDIs. Investors should note that distributions (if any) will be linked to the performance of the FDIs and the underlying assets, securities, investment/trading strategies and/or indices.

Exposure of the Fund through a FDI to assets, rates or indices can be volatile and move dramatically over short periods of time. Whilst some FDIs offer diversified exposure to multiple asset classes, rates and/or indices, and may restrict weighting in which it takes notional trading positions, there can be no assurance that these trading positions will not be subject to substantial loss. Profits earned may therefore be reduced or eliminated entirely due to movements in any of these market parameters.

In addition, exposure of the Fund under a FDI may be calculated in a currency other than Singapore Dollars. The underlying assets, securities, investment/trading strategies and/or indices of any FDI may also be denominated in other currencies. Accordingly, movements in the foreign exchange rate will also have an impact on the value of the Fund. It should be noted that since foreign exchange rates are unpredictable, such movements could well have a material adverse impact on the value of the Fund and the price of Units.

(e) ***Risk associated with indices***

Indices (including the Underlying Indices) are not actively managed and the selection of the component indices, assets or securities will be made in accordance with the relevant index composition rules and eligibility criteria and by reference to performance criteria or performance outlook. Accordingly, the composition of an index is not designed to follow recommendations or research reports issued by the index provider / sponsor or any other person. No index provider / sponsor has any obligation to take the needs of the Fund or the investors of the Fund into consideration in determining, composing or calculating the relevant index.

There is no assurance that an index will continue to be calculated and published or that it will not be amended significantly. In such cases, the Managers make no assurance that there will be a replacement index using the same or substantially similar formula for the method of calculation as used in calculating the original index. Any change to the underlying index may adversely affect the value of Units.

An index may also be concentrated in the futures contracts of a single or several futures exchanges. Changes in the financial condition of a futures exchange and changes in economic or political conditions that affect a particular futures exchange can affect the value of the futures contracts that are being traded on the relevant future exchange. Such futures exchange-specific changes may have an impact on the futures contracts that comprise the underlying index in which the Fund is exposed to.

(f) ***Broker risk***

The Managers may engage the services of third party securities brokers and dealers to acquire or dispose the investments of the Fund and to clear and settle its exchange traded securities trades. In selecting brokers and dealers and in negotiating any commission involved in its transactions, the Managers consider, amongst other things, the range and quality of the professional services provided by such brokers and dealers, the credit standing, and the licensing or regulated status of such brokers and dealers.

It is possible that the brokers or dealers with which the Fund does business may encounter financial difficulties, that may impair the operational capabilities of the Fund. In the event that one of these brokers or dealers were to fail or become insolvent, there is a risk that the Fund's orders may not be transmitted or executed and its outstanding trades made through the broker or dealer may not settle.

(g) ***Counterparty risk***

The Fund is exposed to the risk that a counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, the Fund could experience delays in liquidating an investment and may therefore incur significant losses, including losses resulting from a decline in the value of the investment during the period in which the Fund seeks to enforce its rights. The Fund may also be unable to realise any gains on the investment during such period and may incur fees and expenses to enforce its rights. There is also a possibility that the contracts may be terminated due to, for instance, bankruptcy, supervening illegality or change in the tax or accounting laws relative to those laws existing at the time the agreement was entered into.

(h) ***Foreign exchange risk***

The Fund is denominated in Singapore Dollars. Where investments are made by the Fund in the form of foreign currency denominations, or where the underlyings linked to the FDIs are expressed in foreign currencies, fluctuations of the exchange rates of other foreign currencies against the Singapore Dollar may affect the value of the 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 will include but are not limited to the outlook on the relevant currency, the costs of hedging and the market liquidity of the relevant currency.

(i) ***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 relevant countries. In particular, exposure of the Fund to any underlying assets, securities, investment/trading strategies and/or indices of FDIs which is, as the case may be, located in or focused on any particular market may in turn expose the Fund to the political risks of that market.

(j) ***Risk of exceptional market conditions***

Under certain market conditions, it may be difficult or impossible to liquidate or rebalance positions. For example, this may occur during volatile markets or crisis situations or where trading under the rules of the relevant stock exchange is suspended, restricted or otherwise impaired. During such times, the Fund may be unable to dispose of certain assets due to thin trading or lack of a market or buyers. Placing a stop-loss order may not necessarily limit a Fund's losses to intended amounts as market conditions may make it impossible to execute such an order at the ideal price. In addition, such circumstances may force the Fund to dispose of assets at reduced prices, thereby adversely affecting the Fund's performance. Further, such investments may be difficult to value with any degree of accuracy or certainty. The dumping of securities in the market could further deflate prices. If the Fund incurs substantial trading losses, the need for liquidity could rise sharply at the same time that access to liquidity is impaired. Further, in a market downturn, the Fund's counterparties' financial conditions could be weakened, thereby increasing the Fund's credit risk.

(k) ***Risk associated with commodities***

The Fund may use FDIs to gain exposure to the performance of commodity indices. The prices of commodities on which the indices are based are influenced by, among other things, various macro economic factors such as changing supply and demand relationships, climatic and geopolitical conditions, disease, and other natural phenomena, agricultural, trade, fiscal, monetary, and exchange control programmes and policies of governments (including government intervention in certain markets) and other unforeseeable events.

Investors should note that the volatility of the Fund will depend to a certain extent on the correlation between different commodities or classes of commodities to which the Fund is exposed and that such correlation may vary from time to time. Should two or more commodities or classes of commodities to which the Fund is exposed become highly correlated, their performance will have a greater impact on the performance of the Fund and the Fund may be subject to greater or more rapid fluctuations in value than would be the case if they were not highly correlated.

The Managers will use the statistical model described in paragraph 7.2(b) to monitor the correlation between different classes of commodities to which the Fund is exposed. Such model may be used as a guide but as it is based on historical data, there is no guarantee that future correlation between commodities will be in line with the Managers' predictions. The model and the parameters used in the model may also change if the Managers deem another model or other parameters to be more appropriate in monitoring correlation.

(l) ***Risk of use of rating agencies and other third parties***

Credit ratings of instruments invested into by the Fund represent the Managers' and/or rating agencies' opinion regarding the credit quality of the instrument or the institution and are not a guarantee of quality. Rating methodologies generally rely on historical data, which may not be predictive of future trends and adjustments to credit ratings in response to subsequent change of circumstances may take time.

The Managers are entitled to rely, without independent investigation, upon pricing information and valuations furnished to the Fund by third parties, including pricing services and independent brokers/dealers. Their accuracy depends on these parties' methodology, due diligence and timely response to changing conditions. The Managers cannot be held responsible for any failures by such parties in their valuations.

(m) ***Actions of institutional investors***

The Managers may accept subscriptions from institutional investors and such subscriptions may constitute a large portion of the total investments in the Fund. Whilst these institutional investors will not have any control over the Managers' investment decisions, the actions of such investors may have a material effect on the Fund. For example, substantial realisations of Units by an institutional investor over a short period of time could necessitate the liquidation of the Fund's assets at a time and in a manner which does not provide the most economic advantage to the Fund and which could therefore adversely affect the value of the Fund's assets.

(n) ***Concentration of investments in UHGCBF***

The Fund will have a large concentration of investment in UHGCBF and could consequently be subject to significant losses where UHGCBF declines in value or is otherwise adversely affected. Some of the key risks in relation to the Fund's investment in UHGCBF include:

- (i) Liquidity risk - The managers of UHGCBF anticipate some liquidity risk in the fixed income markets owing to the portfolio size of UHGCBF relative to the size of the markets. A less liquid market may restrict the ease with which such securities may be bought or sold.
- (ii) Risk associated with lower-rated debt securities - The lower credit ratings of certain debt securities reflect the greater possibility that adverse changes in the financial condition of the issuer, or rising interest rates, may impair the ability of the issuer to make payments to holders of these securities. Given that UHGCBF may continue to hold debt securities that are downgraded to below investment grade following their purchase, UHGCBF may have exposure to securities which are subject to greater market and credit risks than higher rated securities.
- (iii) UHGCBF may enter into FDIs and the risks relating to the Fund's use of FDIs as described in the preceding paragraphs may also apply to UHGCBF.

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

10. SUBSCRIPTION AND ISSUE OF UNITS

10.1 How Units may be subscribed and paid for

Applications for Units may be made to the Managers by submitting the application form attached to this Prospectus to the Managers or their authorised agents or distributors or through automated teller machines (“ATMs”) (as and when ATM applications are made available by the Managers or their authorised agents or distributors, if applicable), or any website designated by the Managers or any other sales channel, if applicable. The acceptance or non-acceptance of applications for Units shall be at the absolute discretion of the Managers acting in consultation with the Trustee and in the best interests of the Fund.

Applications should be accompanied by such documents as may be required, with the subscription monies in full, failing which the Managers reserve the right to reject the relevant application. Applicants may make payment for Units by telegraphic transfer and should contact the Managers for details regarding such payment. All bank charges incurred in respect of a telegraphic transfer of subscription monies will be borne by the applicant.

Investors have a choice of paying for Units with cash or SRS (as defined below) monies. The use of SRS monies to pay for Units is subject to availability. Investors wishing to use their SRS monies to pay for Units should contact the relevant SRS Operator (as defined below).

Investors wishing to use their SRS monies to pay for Units must indicate this on the relevant application form which will contain the investor’s instructions to his SRS Operator to withdraw from his SRS Account (as defined below) the subscription monies in respect of the Units applied for.

Currently, the Managers accept payment in Singapore Dollars (for payment using SRS monies) and in both Singapore Dollars and US Dollars (for cash payment). The Issue Price will be calculated and quoted in Singapore Dollars and (where applicable) in its equivalent in US Dollars by conversion at the applicable Rate of Exchange (as defined below). Investors who paid for their Units in Singapore Dollars will have their Units issued at the relevant Issue Price (quoted in Singapore Dollars), and investors who paid for their subscriptions in US Dollars will have their Units issued at the relevant Issue Price in US Dollars. The Managers may also accept payment in any other currency from time to time at their sole discretion and subject to such additional terms as they may impose from time to time.

As the Fund is denominated in Singapore Dollars, investors should note that any subscription monies paid in US Dollars will be converted to Singapore Dollars at the applicable Rate of Exchange prior to such subscription monies being invested in the Fund, and the costs of such currency exchange, if any, will be borne by the investor.

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.

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

In this Prospectus:

“**Rate of Exchange**” means such exchange rate (whether official or otherwise) which the Managers, after consultation with the Trustee or in accordance with a method approved by the Trustee, deem appropriate in the circumstances.

“**SRS**” means the scheme referred to by the Minister of Finance as the Supplementary Retirement Scheme or such other scheme as shall replace or supersede the Supplementary Retirement Scheme from time to time.

“**SRS Account**” means an account opened by an investor with a participating branch of a designated SRS Operator for the purpose of an investment under the SRS.

“**SRS Operator**” means any of the designated banks as appointed by the Minister of Finance from time to time to operate SRS Accounts.

10.2 Minimum initial subscription amount and minimum subsequent subscription amount

The minimum initial subscription amount for the Fund is S\$1,000 (or in the case where payment is made in US Dollars, US\$1,000) or its equivalent in such other currencies at the applicable Rate of Exchange, as the Managers may decide. The minimum subsequent subscription amount is S\$500 (or in the case where payment is made in US Dollars, US\$500) or its equivalent in such other currencies at the applicable Rate of Exchange, as the Managers may decide or such other minimum initial subscription amounts or minimum subsequent subscription amounts as the Managers may from time to time in their sole discretion determine upon giving prior written notice to the Trustee.

Investors should also note that the authorised distributors of 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.

10.3 Issue Price

Units are issued on a forward pricing basis. Therefore, the Issue Price of such Units will not be ascertainable at the time an application is made.

Units will be issued on each Dealing Day (as defined below) at an Issue Price that is ascertained by the Managers by calculating the net asset value as at the Valuation Point in relation to the Dealing Day on which such issue occurs of the proportion of the Deposited Property represented by one Unit and truncating the resultant amount to 3 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 will be retained by the Managers for their own benefit and the amount of the adjustment will be retained by the Fund. The Managers’ policy in relation to the valuation of the assets of the Fund is set out in [paragraph 22.3](#).

The Managers may, in consultation with the Trustee and in accordance with the provisions of the Deed, make fixed price offers of Units from time to time.

No certificates for Units will be issued.

Any change to the method of determining the Issue Price will be effected with the consent of the Trustee, who will determine whether Holders should be informed of the change.

10.4 Dealing Deadline

The Managers administer the Fund by stipulating the days on which transactions in Units are permitted, and the times by which (among other things) applications or instructions must be received for transactions in Units to take place as of a particular day or time.

The dealing deadline is 3 p.m. Singapore time on any Dealing Day (“**Dealing Deadline**”). Applications received and accepted by the Managers or any of their authorised agents or distributors by the Dealing Deadline will be transacted on that day at that Dealing Day’s Issue Price. Applications received and accepted by the Managers or any of their agents or distributors after the Dealing Deadline or on a day which is not a Dealing Day will be transacted on the next Dealing Day.

The Managers will be entitled to convert the Issue 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 payment for Units in both Singapore Dollars and US Dollars and will quote the Issue Price in Singapore Dollars and in US Dollars. In future, the Managers may accept the payment for Units in any other foreign currency and will in such event, quote the Issue Price in such currency at the applicable Rate of Exchange. Acceptance of subscriptions in currencies other than Singapore dollars is at the discretion of the Managers and subject to such additional terms as they may impose from time to time.

“**Business Day**” means a day (other than a Saturday, Sunday or a gazetted public holiday) on which commercial banks are open for business in London, New York, Paris and Singapore, or any other day as the Managers and the Trustee may agree in writing.

“**Dealing Day**”, in connection with the issuance, cancellation, valuation 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 will be given by the Managers to all Holders at such time and in such manner as the Trustee may approve. If on any day which would otherwise be a Dealing Day the Recognised 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.

“**Valuation Point**” means the close of business of the last relevant market in relation to the relevant Dealing Day on which the net asset value of the Fund is to be determined pursuant to the provisions of the Deed or such other time as the Managers may with the approval of the Trustee determine and the Trustee shall determine if the Holders should be informed of such change.

The Deed sets out the circumstances in which the issue of Units may be suspended. The relevant provisions are summarised in [paragraph 16](#).

10.5 Numerical example of the computation of Units allotted

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

The number of Units to be issued to an investor will be rounded down to 2 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).

10.6 Confirmation of purchase

An investor who invests in the Fund will be sent a confirmation of his purchase within 5 Business Days for cash applications, and within 11 Business Days for SRS applications, from the date of issue of the Units.

11. **REGULAR SAVINGS PLAN**

Holders may participate in the 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 (or in the case where the purchase is made in US Dollars, US\$1,000) or its equivalent in such other currencies as the Managers may decide based on the Issue Price prevailing on the date of application to join the RSP (or such other number of Units as the Managers may from time to time determine).

A Holder may opt to invest a minimum sum of S\$100 (or in the case where payment is made in US Dollars, US\$100) on a fixed day per month or S\$500 (or in the case where payment is made in US Dollars, US\$500) on a fixed day per quarter through Interbank GIRO payment (or such other amounts or in such other currencies as the Managers may determine from time to time) (the “**RSP sum**”).

The RSP sum will be debited from the account indicated on the relevant RSP transaction form on the 25th calendar day (or the next Business Day if that day is not a Business Day) of (i) each month (in the case of monthly RSP subscriptions) or (ii) the last month of each calendar quarter (in the case of quarterly RSP subscriptions) or on such other date as the Managers may determine. The investment will be made on the same Business Day (or the next Dealing Day if that day is not a Dealing Day) after payment has been debited for cash or SRS monies 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 or quarter (as the case may be). 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.

An investor may terminate his participation in the RSP without penalty upon giving not less than 1 month's written notice to the Managers. The Managers reserve the right to terminate or suspend the RSP at any time in their absolute discretion by giving at least 1 month's notice to the affected Holders.

The Managers will not assume any liability for any losses attributable to a Holder's participation in the RSP.

12. REALISATION OF UNITS

12.1 How Units may be realised

Holders may realise their Units on any Dealing Day. Requests for realisation of Units may be made by submitting realisation forms obtained from the Managers' authorised agents or distributors or through an ATM (as and when ATM realisations are made available by the Managers or their authorised agents or distributors, if applicable), or any website designated by the Managers, or any other channels, if applicable.

12.2 Minimum holding and minimum realisation amount

A Holder can realise Units in full or partially, but will not be entitled to realise part of his holding of Units if, as a consequence of such realisation, his holding in the Fund would be reduced to less than the Minimum Holding. Where any realisation request would result in the Holder holding less than the Minimum Holding, the Managers will require such Holder to realise all of his holding of Units.

“**Minimum Holding**” means 1,000 Units or such number of Units as may be purchased for S\$1,000 (or in the case where the purchase was made in US Dollars, US\$1,000) or its equivalent in such other currencies as the Managers may decide or such other number of Units or amount as may from time to time be determined by the Managers.

Presently, no Holder may realise less than 100 Units in each request.

The Managers may, with a view to protecting the interests of all Holders of the Fund and with the approval of the Trustee, limit the total number of Units which Holders may realise on any Dealing Day to 10% of the total number of Units then in issue (disregarding any Units which have been agreed to be issued). Such limitation will be applied pro rata to all Holders who have validly requested realisations on such Dealing Day.

The realisations of Units may be suspended in the situations described in paragraph 16.

12.3 Pricing and Dealing Deadline

Requests for realisation of Units received and accepted by the Managers or any of their authorised agents or distributors by way of realisation forms (or in such other form or manner as may be approved from time to time by the Managers) by the Dealing Deadline (i.e. 3 p.m. Singapore time on any Dealing Day) will be transacted on that day at that Dealing Day's Realisation Price. Requests received and accepted by the Managers or any of their authorised agents or distributors after the Dealing Deadline or on a day not being a Dealing Day will be transacted on the next Dealing Day at that Dealing Day's Realisation Price.

Units are realised on a forward pricing basis. Therefore, the Realisation Price cannot be ascertained at the time of request. The Realisation Price per Unit is ascertained by the Managers by calculating the net asset value as at the Valuation Point in relation to the Dealing Day on which the realisation request is received and accepted of the proportion of the Deposited Property then represented by one Unit and truncating the resultant amount to 3 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 Managers may, if applicable, charge a Realisation Fee which is deducted from the total amount payable to the investor in respect of the realisation of Units (the “**Gross Realisation Proceeds**”), and the resultant amount (the “**Net Realisation Proceeds**”) will be paid to the investor. The Realisation Fee will be retained by the Managers for their own benefit and the amount of the adjustment aforesaid will be retained by the Fund.

The Managers will 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 Holder. Currently, the Managers permit the realisation 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 in such event, quote the Realisation Price in such currency at the applicable Rate of Exchange.

If a Holder is resident outside Singapore, the Managers will be entitled to deduct, from the total amount which would otherwise be payable to the Holder on realisation 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.

For the avoidance of doubt, should a realisation request for Units be received and accepted 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 Dealing 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.

12.4 Numerical example of the computation of net realisation proceeds

The Net Realisation Proceeds payable to a Holder on the realisation of 1,000.00 Units and on a notional Realisation Price of S\$0.900* will be calculated as follows:

1,000.00 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 Fee (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.

** There is currently no Realisation Fee payable.

The Net Realisation Proceeds will normally be paid by cheque or credited to the Holder's relevant account as applicable within 6 Business Days (or such other period as may be permitted by the Authority) from the Dealing Day on which the realisation form is received and accepted by the Managers or the relevant authorised agent or distributor, unless the realisation of Units has been suspended in accordance with the events set out in paragraph 16.

12.5 Limitation on realisation

- (a) The Managers may, with the approval of the Trustee, limit the total number of Units of the Fund which Holders may realise and which the Managers is entitled to have cancelled pursuant to Clauses 14, 15, or 16 of the Deed on any Dealing Day to 10% of the total number of Units of the Fund then in issue (disregarding any Units of the Fund which have been agreed to be issued), such limitation to be applied pro rata to all Holders of the Fund who have validly requested realisations in relation to their Units of the Fund on such Dealing Day and the Managers so that the proportion realised of each holding in the Fund so requested to be realised or cancelled pursuant to Clauses 14, 15, or 16 of the Deed is the same for all Holders of the Fund and the Managers.
- (b) Any Units of the Fund which, by virtue of the powers conferred on the Managers by this paragraph 12.5, are not realised or cancelled (as the case may be) shall be realised or cancelled (subject to any further application of the provisions of this paragraph 12.5) on the next succeeding Dealing Day provided that if on such next succeeding Dealing Day, the total number of Units of the Fund to be cancelled or realised (as the case may be), including those carried forward from any earlier Dealing Day, exceeds such limit, the Managers may further carry forward the requests for realised or cancellation (as the case may be) in relation to the Fund until such time as the, total number of Units of the Fund to be realised or cancelled (as the case may be) on a Dealing Day fall within such limit.

- (c) If realisation requests in relation to the Fund are carried forward as aforesaid, the Managers shall give notice to the Holders of the Fund affected thereby within 7 days that such Units have not been realised or cancelled and that (subject as aforesaid) they shall be realised or cancelled on the next succeeding Dealing Day. Realisation requests which have been carried forward from an earlier Dealing Day shall be dealt with in priority to later requests.

13. SWITCHING OF UNITS

- 13.1 The Managers may allow a Holder to switch his Units in the Fund to units in any other Group Fund (as defined below), or for a different Class of Units of the Fund (if established), upon such terms and conditions as the Managers may from time to time determine in accordance with the provisions of the Deed.
- 13.2 “**Group Fund**” means a collective investment scheme the managers of which (a) are the Managers or a corporation under their control or under common control with them or at least 50% of the share capital of which is held by a corporation which is a shareholder of the Managers and (b) which has approved the terms of any switch which may be made under the provisions of the Deed.
- 13.3 Applications for switching of Units of the Fund or Class of Units of the Fund (the “**original Class**”) into units of another Group Fund or Units of another Class within the Fund (the “**new Fund**” or the “**new Class**”, as the case may be) may be made via switching forms which may be obtained from any of the Managers’ authorised agent or distributor.
- 13.4 Save as hereinafter provided, the switching of Units of the Fund or original Class shall be made on the day which is both a Dealing Day in relation to Units of the Fund or original Class (as the case may be) and a Dealing Day in relation to units of the new Fund or Units of the new Class (as the case may be) (“**Common Dealing Day**”) on which the switching form is received by the Managers by 3 p.m. (Singapore time) on such Common Dealing Day. For a switching form received on a day which is not a Common Dealing Day or received after 3 p.m. (Singapore time) on a Common Dealing Day, such switching form shall be treated as having been received before 3 p.m. (Singapore time) on the next Common Dealing Day.
- 13.5 Switching of the Units of an original Class shall be effected by the cancellation of such Units and by the issue of Units of the new Class, such cancellation and issue taking place on the relevant Common Dealing Day, and the number of Units of the new Class to be issued on switching shall be determined by the Managers in accordance with the provisions of the Deed.
- 13.6 Switching of the Units of the Fund into units of a new Fund shall be effected by the Holder surrendering his Units to the Managers who shall thereupon pay to the managers of the new Fund concerned a sum representing the value of the switched Units calculated in accordance with the provisions of the Deed less the switching fee (if any) for each Unit in consideration of the issue to that Holder of units in the new Fund to the same value as the aforesaid sum representing switched Units.
- 13.7 Switching shall be subject to the Holder maintaining the applicable minimum holding of the Fund or original Class (as the case may be) and the new Fund or new Class (as the case may be) or such other number of Units or amount as the Managers may from time to time determine upon giving prior notice to the Trustee either generally or in any specific or class of transactions.
- 13.8 No Units shall be switched during any period where the realisation of Units is limited (as described in [paragraph 12.2](#) above), or suspended in accordance with [paragraph 16](#) below.
- 13.9 Holders should note that:
- (a) Units purchased with cash may only be switched to units of a new Fund or Units of a new Class (as the case may be) which may be purchased with cash; and
 - (b) Units purchased with SRS monies may only be switched for units of a new Fund or Units of a new Class (as the case may be) which may be subscribed or purchased with SRS monies.

14. CANCELLATION OF SUBSCRIPTION FOR UNITS

- 14.1 Subject to the provisions of the Deed and to the terms and conditions for cancellation of subscription in the cancellation form to be provided together with the application form for Units, every Holder will have the right by notice in writing delivered to the Managers or their authorised agents or distributors, to cancel his subscription for Units within 7 calendar days (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) from the date of his initial subscription (the “**Cancellation Period**”) provided that where the last day of the Cancellation Period falls on a Sunday or public holiday in Singapore, the Cancellation Period will be extended to the next calendar day not being a Sunday or public holiday in Singapore. However, the Holder will have to take the risk of any price changes in the net asset value of the Fund since the date of his subscription and pay any bank charges, administrative or other fee imposed by the relevant agent or distributor.
- 14.2 A Holder may choose to realise his Units in accordance with [paragraph 12](#) instead of cancelling his subscription for Units but should note that he will not be able to enjoy the benefits of a cancellation under this [paragraph 14](#) if he chooses to realise his Units (i.e. there will be no refund of the Subscription Fee and the prevailing Realisation Fee, if any, may be imposed) and the net realisation proceeds may be lower than the cancellation proceeds if the appreciation in the value of the Units is less than the aggregate of the Subscription Fee and Realisation Fee.

Investors should refer to the terms and conditions for the cancellation of subscriptions in the cancellation form before subscribing for Units.

15. OBTAINING PRICES OF UNITS

The indicative Issue and Realisation Prices will be published in The Straits Times, The Business Times, Lianhe Zaobao and such other local or foreign publications as the Managers may decide upon, and can also be obtained from the Managers’ website at 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 quoted will generally be published 2 Business Days after the relevant Dealing Day in Singapore Dollars and in US Dollars as well. Investors should note that the frequency of the publication of the prices is dependent on the publication policies of the publisher concerned.

Save for publications of the Managers, the Managers do not accept responsibility for any errors on the part of the publisher concerned in the prices published in the newspapers or such other publication or for any non-publication or late publication of prices by such publisher and will incur no liability in respect of any action taken or loss suffered by investors upon such publication by such publisher.

16. SUSPENSION OF DEALINGS

- 16.1 Subject to the provisions of the Code and the Deed, the Managers or the Trustee may, with the prior written approval of the other, suspend the issue and realisation of Units in relation to the Fund during:
- (a) any period when the Recognised Market on which any Authorised Investments forming part of the Deposited Property and/or any constituents of any Underlying Indices, for the time being are listed or dealt in is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;
 - (b) 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 Deposited Property;
 - (c) any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments, or the current price on that Recognised Market, or when for any reason the prices of any of such Authorised Investments, or the amount of any liability of the Trustee and/or the Managers for the account of the Fund, cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
 - (d) when for any reason, the prices of the constituents of the Underlying Indices or the applicable techniques used to create the exposure to the Underlying Indices cannot be properly or accurately ascertained;

- (e) any period when remittance of moneys which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments for the time being constituting the Deposited Property cannot, in the opinion of the Managers and the Trustee, be carried out at normal rates of exchange;
- (f) any period, whereby subject to the approval of the Trustee, dealing of Units has to be suspended to effect the subdivision or consolidation of Units;
- (g) any period when the dealing of Units is suspended pursuant to any order or direction of the Authority;
- (h) any 48 hour period (or such longer period as may be agreed between the Managers and the Trustee) prior to the date of any meeting of Holders (or any adjourned meeting thereof);
- (i) any period when the business operations of the Managers or the Trustee in relation to the operation of the Fund are substantially interrupted or closed as a result of arising from pestilence, acts of war, terrorism, insurrection, revolutions, civil unrest, riots, strikes or acts of God;
- (j) exceptional circumstances, where the Managers have determined that such suspension is in the best interest of the Holders; or
- (k) such other circumstances, as may be required under the provisions of the Code.

16.2 Subject to the provisions of the Code, such suspension will take effect forthwith upon the declaration in writing thereof to the Trustee by the Managers (or, as the case may be, to the Managers by the Trustee) and shall terminate as soon as practicable when the condition giving rise to the suspension shall have ceased to exist and no other condition under which such suspension is authorised under paragraph 16.1 above shall exist upon the declaration in writing thereof by the Managers (or, as the case may be, the Trustee), and in any event, within such period as may be prescribed by the Code. The period of suspension may be extended in accordance with the Code. 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.

17. PERFORMANCE OF THE FUND

17.1 Past performance, benchmark, expense ratio and turnover ratio of the Fund

Inception date: 16 June 2008	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%)⁽³⁾	Turnover ratio (%)⁽⁴⁾
(NAV-NAV) (1)	1.91	-0.71	N.A.	N.A.	-4.65	3.12	16.72
(NAV-NAV [^]) (2)	-3.24	-2.53	N.A.	N.A.	-5.84		

Notes:

Source: Lipper, a Thomson Reuters Company.

[^] Taking into account the Subscription Fee.

(1) Calculated in S\$ on a NAV-to-NAV basis as at 31 December 2012, 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.

(2) Calculated in S\$ on a NAV-to-NAV basis as at 31 December 2012, 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.

(3) 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 is based on the audited accounts of the Fund for the financial year ended 31 December 2011. The following expenses (where applicable) 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) dividends and other distributions paid to Holders.

⁽⁴⁾ The turnover ratio for the financial year ended 31 December 2011 is calculated based on the lesser of purchases or sales of the Fund's underlying investments expressed as a percentage of the daily average net asset value of the Fund.

There is no benchmark against which the performance of the Fund is measured, as there is currently no benchmark which can accurately reflect the investment objectives, focus and approach of the Fund.

Past performance of the Fund is not necessarily indicative of the future performance of the Fund.

17.2 The turnover ratio of the underlying fund, UHGCBF, for the financial year ending 31 December 2011 is 406.83%.

This figure is calculated based on the lesser of purchases or sales of underlying investments of UHGCBF expressed as a percentage of daily average net asset value of UHGCBF.

18. SOFT DOLLAR COMMISSIONS/ARRANGEMENTS

The Managers may from time to time receive and/or enter into soft-dollar commissions/arrangements in the management of the Fund and/or the underlying fund. The Managers will comply with applicable regulatory and industry standards on soft-dollars. The soft-dollar commissions/arrangements may include specific advice as to the advisability of dealing in, or of 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 and custodial service in relation to the investments managed for clients.

Soft-dollar commissions/arrangements will 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/arrangements unless (a) such soft-dollar commissions/arrangements can reasonably be expected to assist the Managers in the management of the Fund, (b) best execution is carried out for transactions, and (c) no unnecessary trades are entered into in order to qualify for such soft-dollar commissions/arrangements. The Managers do not, and are not entitled to, retain cash or commission rebates for their own account in respect of rebates earned when transacting in securities for account of the Fund and/or the underlying fund.

19. CONFLICTS OF INTEREST

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

- (a) Investment decisions for each fund are made impartially. There are no preferred customers or funds and all accounts are treated equally.

- (b) All investment ideas are shared equally among fund managers.
- (c) The Managers subscribe to the Code of Ethics and the Standards of Professional Conduct as prescribed by the Chartered Financial Analyst Institute (“**CFA Institute**”) in U.S.A.. The 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 of the investing public.
- (d) 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 each fund.
- (e) Most importantly, the Managers’ usual fair and unbiased practice is to allocate investment 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 will be allotted proportionately among the funds based on their respective initial order size and such quantity allotted will be at the average price of such investments on that particular day.

The Managers and the Trustee will conduct all transactions for and on behalf of the Fund on an arm’s length basis.

Associates of the Trustee may be engaged to provide banking, brokerage or financial services to the Fund or buy, hold and deal in any investments, enter into contracts or other arrangements with the Trustee and make profits from these activities. Such services to the Fund, where provided, and such activities with the Trustee, where entered into, will be on an arm’s length basis.

The Managers, their related entities, officers or employees may from time to time invest and deal in Units of the Fund for their respective individual accounts or (in the case of the Managers and their related entities) for the account of another person (including, without limitation, their other clients).

In such an event, the Managers will have regard to their obligations to the Fund and, in particular, their obligation to act in the best interests of the Fund and its Holders so far as practicable, having regard to their obligations to their other clients. In the event that a conflict of interest does arise, the Managers will endeavour to ensure that such conflict is resolved fairly.

Subject to the provisions of the Code, the Managers may from time to time invest monies of the Fund in the securities of any of their related corporations (as defined in Section 6 of the Companies Act, Chapter 50 of Singapore) (if more than one, “**Related Corporations**” and each, a “**Related Corporation**”). The Managers may also invest monies of the Fund in other collective investment schemes managed by the Managers or their Related Corporations, and deposit monies of the Fund in the ordinary course of business of the Fund with their Related Corporations which are banks licensed under the Banking Act, Chapter 19 of Singapore, finance companies licensed under the Finance Companies Act, Chapter 108 of Singapore, merchant banks approved as financial institutions under Section 28 of the Monetary Authority of Singapore Act, Chapter 186 of Singapore or any other deposit-taking institution licensed under an equivalent law in a foreign jurisdiction. The Managers will endeavour to ensure that such investments and deposits are made on normal commercial terms and are consistent with the investment objective, focus and approach of the Fund.

20. REPORTS

The financial year-end of the Fund is 31 December. The annual report, auditors’ report on annual accounts and annual accounts in relation to the Fund will be sent or made available to Holders (by post or by such electronic means as may be permitted under the Code) within 3 months of the financial year-end to which the report and accounts relate (or such other period as may be permitted by the Authority). The semi-annual report and semi-annual accounts in relation to the Fund will be sent or made available to Holders (by post or by such electronic means as may be permitted under the Code) within 2 months of the financial half-year end to which the report and accounts relate (or such other period as may be permitted by the Authority).

If the accounts and reports are sent or made available to Holders by electronic means, the Trustee will also make available or cause to be made available, hardcopies of the accounts and reports to any Holder who requests for them within 2 weeks of such request (or such other period as may be permitted by the Authority). Holders may also at any time choose to receive hardcopies of all future accounts and reports at no cost to them, by notifying the relevant authorised agent or distributor in writing.

21. QUERIES AND COMPLAINTS

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

24 hour Hotline No : 1800 22 22 228
Fax No : 6532 3868
Email : uobam@uobgroup.com

22. OTHER MATERIAL INFORMATION

22.1 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 interests 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 the relevant Holders of such internal measure no 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.

22.2 Distribution Policy

The Managers aim to make regular annual distributions of 3.88% of the net asset value per Unit as at the last Business Day of September every year, payable over four separate distributions as at the last Business Day of every calendar quarter or such other date as the Managers may from time to time determine (“**Distribution Date**”). The first distribution was made on 29 September 2008 and is intended thereafter to be made on the last Business Day of every calendar quarter, or on such date as the Managers may from time to time determine. The Managers have the discretion to make distributions in Units or cash.

The distributions shall be based on the number of Units held by each Holder as at the Distribution Date as evidenced by the Register. Distributions will be made to Holders within 30 Business Days from the relevant Distribution Date.

Investors should note that the making of distributions is at the absolute discretion of the Managers and that distributions are not guaranteed. If distributions are made, such distributions are not in any way a forecast, indication or projection of the future or likely performance of the Fund. The making of any distribution shall not be taken to imply that further distributions will be made. The Managers reserve the right to vary the frequency and/or amount of distributions and the discretion to determine whether distributions will be paid out or reinvested.

Distributions from the Fund may be made out of the income and/or out of the capital of the Fund. Where distributions are to be made out of the capital of the Fund, Holders will be notified accordingly of the proportion of the distributions which is made out of the capital of the Fund.

Investors should note that any distributions made (whether out of income or capital or otherwise) may have the effect of lowering the net asset value of the Fund. Moreover, distributions out of the capital of the Fund may amount to a return of part of the original investment and may result in reduced future returns for investors.

22.3 Valuation

Except where otherwise expressly stated in the Deed and subject always to the requirements of the Code, the value of the assets comprised in the Deposited Property with reference to any Authorised Investment which is:

- (a) 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 (or, with the prior approval of the Trustee, the last bid price) as at the last official close on the relevant Recognised Market (or at such other time as the Managers may from time to time after consultation with the Trustee determine). Where such Quoted Investment is listed, dealt or traded in more than one Recognised Market, the Managers (or such person as the Managers may appoint for the purpose) may in their absolute discretion select any one of such Recognised Market for the foregoing purposes and, if there is no such official closing price, last known transacted price or last transacted price, the value shall be calculated by reference to the last available prices quoted by responsible firms, corporations or associations on a Recognised Market at the time of calculation (or at such other time as the Managers may from time to time after consultation with the Trustee determine), and where there is no Recognised Market, the 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 shall designate);
- (b) an Unquoted Investment, shall be calculated by reference to, where applicable: (i) the initial value thereof being the amount expended in the acquisition thereof; (ii) the 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 shall designate), as may be determined by the Managers to represent the fair value of such Investment; and (iii) the sale prices of recent public or private transactions in the same or similar Investments, valuations of comparable companies or discounted cash flow analysis, as may be determined by the Managers to represent the fair value of such Investment. In the valuation of such Investment the Managers may take into account relevant factors including, without limitation, significant recent events affecting the issuer such as pending mergers and acquisitions and restrictions as to saleability or transferability;
- (c) cash, deposits and similar assets shall be valued by an approved valuer 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;
- (d) a unit or share in a unit trust scheme 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
- (e) an Investment other than as described above, shall be valued by an approved valuer 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 paragraphs 22.3(a) to 22.3(e) above are not available, or if the value of the Authorised Investment determined in the manner described in paragraphs 22.3(a) to 22.3(e) above, in the opinion of the Managers, is not representative of the 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 circumstance to be fair and is approved by the Trustee and the Trustee shall determine if the Holders should be informed of such change. For the purposes of this proviso, the “**fair value**” shall be determined by the Managers in consultation with an approved stockbroker or (with the approval of the Trustee) an approved valuer in accordance with the Code. Where the fair value of a material portion of the Deposited Property of a Fund cannot be determined, the Managers shall, subject to the provisions of the Code, suspend valuation and dealing in the Units of the Fund.

Please refer to the Deed for the full meaning of the term **approved valuer**.

22.4 Indemnities and protection accorded to the Managers and/or the Trustee

- (a) Neither the Trustee nor the Managers nor any company controlled by them or either of them nor any person, firm or corporation (hereinafter referred to as a “**delegate**”) entitled to exercise any investment powers or discretions under the Deed pursuant to a delegation by the Managers shall as principal sell, or deal in the sale of, Authorised Investments to the Trustee for account of the Fund or vest Authorised Investments in the Trustee against the issue of Units or purchase Authorised Investments from the Trustee acting for the account of the Fund except as provided under sub-paragraphs (i), (ii) and (iii) and the Trustee or the Managers (as the case may be) shall (without incurring any liability for failure to do so) use their/its best endeavours to procure that no such sale or dealing or vesting or purchase except as provided under sub-paragraphs (i), (ii) and (iii) shall be made by (1) any person, firm or corporation holding or beneficially entitled to ten per cent.(10%) or more of the share capital of the Trustee or the Managers or any delegate, or (2) any corporation controlled by any such person, firm or corporation, or (3) any director of the Trustee or of the Managers, or of any delegate (being a corporation) or of any such corporation, or (4) any partner of any such firm. Each such person or body (other than the Trustee and the Managers) referred to in this paragraph 22.4(a) shall be known in this paragraph 22.4 as a “**connected person**”. Nothing shall prevent:
- (i) any sale for account of the Fund of any Authorised Investment to, or any purchase for account of the Fund of any Authorised Investment from, the Trustee or Managers or any delegate of any other collective investment scheme for account of such scheme, notwithstanding that the Trustee and/or the Managers and/or any connected person may be, or be interested in, the Trustee or the Managers or delegate of, or any person, firm or corporation to whom any investment powers or discretions may have been delegated under such a scheme provided that:
- (1) the value of the Authorised Investment in question is certified in writing for the purpose of the transaction by an approved valuer; and
- (2) the terms of such transaction shall be no less beneficial to the Fund than those which would have been applicable to such transaction on the same day effected or entered into by a person other than the Trustee, the Managers or any connected person; or
- (ii) the Trustee or the Managers or any connected person from becoming the owner of Units and holding, disposing of, or otherwise dealing with, the same, with the same rights (subject as provided in paragraph 2 of Schedule 2 of the Deed) which they would have had if neither the Trustee nor the Managers nor any connected person were a party to, or delegate under, the Deed, provided that in so owning, holding or disposing of or otherwise dealing with Units, the Trustee and the Managers shall each maintain with respect to the Trustee or the Managers and any of its or their respective connected persons a register giving details of such transactions, including the prices, discounts, net prices, quantities of Units transacted and dates of and parties to such transactions, or from buying, holding or dealing in any Authorised Investments upon their respective individual accounts, notwithstanding that similar Authorised Investments may be held under the Deed as part of the Deposited Property; or
- (iii) the Managers or any connected person from receiving commissions, terms and other benefits (through standing arrangements with brokers used for securities transactions relating to the Fund and other funds managed by the Managers by which the Managers or any connected person may be provided with research, statistical or other essential investment services for which the Managers or any connected person make or makes no direct payment but instead endeavour or endeavours to place business with such brokers) which they or it may receive in relation to any transaction effected for the account of the Fund provided that the amount of such commissions, terms and other benefits is not in excess of rates or terms commonly receivable by fund managers in like transactions and that they or it shall do so on the best terms reasonably obtainable having regard to the interests of the Fund and provided further that any such commissions, terms or other benefits shall exclude cash rebates and shall be so received in circumstances that do not raise any financial burden for the Fund. Such commissions, terms and other benefits received by the Managers shall be disclosed to Holders in the half-yearly reports referred to in Clause 26.1 of the Deed if required by the authorities. The Managers and any connected persons shall not retain for their own account cash or commission rebates arising out of transactions whether executed in or outside of Singapore unless permitted by the authorities.

Neither the Trustee nor the Managers nor any connected person shall be liable to account, either to the other or to the Holders or any of them, for any profits or benefits made or derived by or in connection with any transaction permitted under sub-paragraphs (i), (ii) and (iii) above.

- (b) In no event shall a Holder have or acquire any rights against the Managers and the Trustee or either of them except as expressly conferred upon such Holder by the Deed nor shall the Trustee be bound to make any payment to any Holder except out of the funds held by it for that purpose under the provisions of the Deed.
- (c) 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 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 upon 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 person to any document required to be signed by him under or in connection with the Deed shall be verified to its or their reasonable satisfaction.
- (d) 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 trustees of funds separate and distinct from the Fund and neither of them shall in any way be liable to account to the Fund or any other person for any profit or benefit made or derived hereby or in connection therewith.
- (e) Neither the Trustee nor the Managers shall be responsible for acting upon any resolution purported to have been passed at any meeting of the Holders in respect whereof minutes shall have been made and signed even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders.
- (f) The Trustee and the Managers may accept as sufficient evidence of the Value of any Authorised Investment or the cost price or sale price thereof or of any market quotation a certificate by a stockbroker or any other person, firm or association qualified in the opinion of the Managers and Trustee to provide such a certificate. 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 Market and any committees and officials thereof on which any dealing in any Authorised Investment or other property is from time to time effected in determining what shall constitute a good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under the Deed.
- (g) The Trustee shall not be under any liability on account of anything done or suffered to be done by the Trustee in good faith in accordance with or in pursuance of any request or advice of the Managers. Whenever pursuant to any provision of the Deed any certificate, notice, instruction or other communication is to be given 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 by any one person whose signature the Trustee is for the time being authorised by the Managers to accept and may act on verbal, written, electronic mail and facsimile instructions given by authorised officers of the Managers specified in writing by the Managers to the Trustee.
- (h) The Trustee may act upon any advice of or information obtained from the Managers or any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers of the Trustee or the Managers and the Trustee shall not be liable for anything done or omitted or suffered in reliance upon such advice or information provided the Trustee has acted in good faith. 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 banker, accountant, broker, lawyer, agent or other person as aforesaid or of the Managers. Any such advice or information may be obtained or sent by electronic mail, letter or facsimile and the Trustee shall not be liable for acting on any advice or information purported to be conveyed by any such electronic mail, letter or facsimile although the same contains some error or is not authentic.
- (i) Except if and so far as the Deed otherwise expressly provides, 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 proven 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.

- (j) Nothing contained in the Deed shall prevent the Trustee or an Associate thereof from contracting or entering into any financial, banking or any other type of transaction with each other or the Managers or any Holder or any company or body any of whose shares or other securities form part of the Deposited Property or from being interested in any such contract or transaction. The Trustee or any Associate thereof shall not be liable to account either to the Fund or to the Managers or to the Holders or any of them for any profits or benefits made or derived from or in connection with any such transaction provided that any such transaction shall be on an arm's length basis.
- (k) 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 Deposited Property 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. Nothing herein shall require or be deemed to require the Managers to request or provide any such indemnity to the Trustee for the purpose of securing the action of the Trustee under this paragraph.
- (l) Subject as expressly 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 Deposited Property or any part thereof but this shall be without prejudice to the obligation of the Managers to reimburse the Trustee out of the Deposited Property in respect of all such matters as fall within Clause 26.11 of the Deed.
- (m) Before making any distribution or other payment in respect of any Unit or in respect of the management fee or the trustee fee in respect of the Fund, the Trustee may make such deductions as by the law of Singapore or by the law of any other 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 or for which it might be made liable in respect of such distribution 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 elsewhere 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.
- (n) The Trustee shall not be responsible for verifying or checking any valuation of the Deposited Property or any part thereof or any calculation of the prices at which Units are to be issued or realised, except as herein expressly provided, but shall be entitled at any time to require the Managers to justify the same.
- (o) The Trustee (or the Managers or other agents with the approval of the Trustee) shall (subject as provided in the Deed) 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 6 years from the date of cancellation or lapse thereof and all notifications of change of address after the expiration of 6 years from the date of the recording thereof and all forms of proxy in respect of any meeting of Holders 6 years 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 certificate so destroyed shall be deemed to have been a valid certificate duly and properly cancelled 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:

- (i) 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;
- (ii) nothing in this paragraph 22.4(o) 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 (i) are not fulfilled; and

- (iii) references to the destruction of any document in this paragraph 22.4(o) include references to the disposal thereof in any manner.
- (p) In the absence of fraud or negligence or breach of the Deed by the Managers, 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 under the Deed.
- (q) The Managers shall not be under any liability except for fraud or wilful default or such liability as may be assumed by them under the Deed nor shall the Managers (save as otherwise appears in the Deed) be liable for any act or omission of the Trustee.
- (r) Nothing contained in the Deed shall prevent the Managers or any Associate thereof from contracting or entering into any financial, banking or any other type of transaction with each other, 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 Deposited Property or from being interested in any such contract or transaction. The Managers or any Associate thereof shall not be liable to account either to the Fund or to the Trustee or to the Holders or any of them for any profits or benefits made or derived from or in connection with any such transaction provided that any such transaction shall be on an arm's length basis.
- (s) The Managers shall not be under any liability on account of anything done or suffered to be done by the Managers in good faith in accordance with or in pursuance of any request or advice of the Trustee. Whenever pursuant to any provision of the Deed, any certificate, notice, instruction or other communication is to be given by the Trustee to the Managers, the Managers may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Trustee by any one person whose signature the Managers are for the time being authorised by the Trustee to accept and may act on verbal, written, electronic mail, and facsimile instructions given by authorised officers of the Trustee specified in writing by the Trustee to the Managers.
- (t) The Managers may act upon any advice of or information obtained from the Trustee or any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers of the Trustee or the Managers and the Managers shall not be liable for anything done or omitted or suffered in reliance upon such advice or information provided the Managers have acted in good faith. The Managers shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, agent or other person as aforesaid or of the Trustee. Any such advice or information may be obtained or sent by electronic mail, letter or facsimile and the Managers shall not be liable for acting on any advice or information purported to be conveyed by any such electronic mail, letter or facsimile although the same contains some error or is not authentic.
- (u) Neither the Managers nor the Trustee shall incur any 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.
- (v) Neither the Managers nor the Trustee shall incur any 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 any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court of competent jurisdiction, 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 either 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 Managers nor the Trustee shall be under any liability therefor or thereby.
- (w) Any indemnity expressly given to the Managers or the Trustee in the Deed is in addition to and without prejudice to any indemnity allowed by law provided that no provision in the Deed shall in any case where the Trustee or the Managers have failed to show the degree of care and diligence required of them as trustee and manager of the Fund, exempt them or indemnify them against any liability for breach of trust.

22.5 Custody of Deposited Property

- (a) The Trustee shall be responsible for the safe custody of the Deposited Property. Any Authorised Investments forming part of the Deposited Property shall, whether in registered or bearer form, be paid or transferred 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 act as custodian itself or may appoint such persons (including any Associate of the Trustee) as custodian or joint custodian (with the Trustee if acting as custodian or with any other custodian appointed by the Trustee) of the whole or any part of the Deposited Property and (where the Trustee is custodian) may appoint or (where the Trustee appoints a custodian) may empower such custodian or joint custodian (as the case may be) to appoint, with prior consent in writing from the Trustee, sub-custodians. The fees and expenses of any such custodian, joint custodian or sub-custodian shall be paid out of the Deposited Property.
- (b) The Trustee may at any time procure that:
- (i) the Trustee;
 - (ii) any officer of the Trustee jointly with the Trustee;
 - (iii) any nominee appointed by the Trustee;
 - (iv) any such nominee and the Trustee;
 - (v) any custodian, joint custodian or sub-custodian appointed pursuant to paragraph 22.5(a) above;
 - (vi) any company operating a depository or recognised clearing system in respect of the Authorised Investments involved; or
 - (vii) any broker, financial institution or other person (or in each case its nominee) with whom the same is deposited in order to satisfy any requirement to deposit margin or security,

takes delivery of and retains and/or is registered as proprietor of any Authorised Investment in registered form held upon the trusts of the Deed.

- (c) Notwithstanding anything contained in the Deed:
- (i) 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 depository or clearing system with which Authorised Investments may be deposited or any broker, financial institution or other person (or in each case its nominee) with whom Authorised Investments are deposited in order to satisfy any margin requirement (each, a “**Depository**”), except where (i) the Trustee is responsible for procuring the Depository and the Trustee has failed to exercise reasonable skill and care in the procurement of such Depository in respect of the Authorised Investments involved, or (ii) the Trustee is in wilful default;
 - (ii) 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 except where (i) the Trustee has failed to exercise reasonable skill and care in the selection, appointment and monitoring of such appointee (having regard to the market in which the relevant appointee is located), or (ii) the Trustee is in wilful default; and
 - (iii) the Trustee shall not incur any liability in respect of or be responsible for losses through the insolvency of or any act or omission of any sub-custodian not appointed by it, except where the Trustee has failed to exercise reasonable skill and care in the procurement of such sub-custodian.

22.6 Voting

Subject to Clause 21 of the Deed, the Managers may exercise or refrain from exercising any rights of voting conferred by any part of the Deposited Property in what they may consider to be in the best interests of the Holders.

However, notwithstanding the above, in situations where the Managers may face conflicts of interests in the exercise of the voting right, the Managers shall cause these votes to be exercised in consultation with the Trustee.

The phrase “**rights of voting**” or the word “**vote**” used in this paragraph 22.6 shall be deemed to include not only a vote at a meeting of Holders but any consent to or approval of any arrangement, scheme or resolution or any alteration in or abandonment of any rights attaching to any part of the relevant Deposited Property and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement.

22.7 Termination of the Fund

(a) Duration of the Fund

The Fund is of indeterminate duration and may be terminated as provided in this paragraph 22.7.

(b) Termination by the Managers or the Trustee

Either the Managers or the Trustee may in their absolute discretion terminate the Fund by not less than one month’s notice to the other given so as to expire at the end of the Accounting Period current at the end of the 5th year after the date of the Deed or any year thereafter.

(c) Termination by the Trustee

Notwithstanding paragraph 22.7(b), the Fund may be terminated by the Trustee if:

- (i) any law is passed or any direction is given or any authorisation granted to the Fund is revoked by the relevant authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund; or
- (ii) within the period of 2 months after the date on which the Trustee gave notice in writing to the Managers that it wishes to retire pursuant to Clause 37.2 of the Deed, a new trustee has not been appointed in accordance with that Clause; or
- (iii) new managers have not been appointed in accordance with Clause 36.3 of the Deed within the period of 3 months after the date on which the Trustee gave notice in writing to the Managers pursuant to Clause 36.1 of the Deed; or
- (iv) within the period of 3 months from the date of the Managers giving notice of intent to retire (or such longer period as the Managers and the Trustee may mutually agree in writing), new managers have not been appointed in accordance with the terms of Clause 36.3 of the Deed; or
- (v) if the Authority revokes or withdraws the authorisation of the Fund under Section 288 of the SFA.

The decision of the Trustee in any of the events specified in this paragraph 22.7(c) shall be final and binding upon the Managers and the Holders but the Trustee shall be under no liability on account of any failure to terminate the Fund pursuant to this paragraph 22.7(c) or otherwise.

(d) Termination by the Managers

Notwithstanding paragraph 22.7(b), the Fund may be terminated by the Managers:

- (i) on any date if on such date the aggregate of the Value of the Deposited Property is less than S\$5,000,000; or
- (ii) if the Trustee is no longer an approved trustee pursuant to Clause 37.3 of the Deed and a new trustee of the Fund has not been appointed in accordance with the terms of the Deed; or
- (iii) if any law is passed or any direction is given or any authorisation granted to the Fund is revoked by the relevant authority which renders it illegal or in the reasonable opinion of the Managers impracticable or inadvisable to continue the Fund; or
- (iv) if in the reasonable opinion of the Managers, with the Trustee’s prior approval, it becomes impracticable or inadvisable to continue the Fund in the interest of Holders.

Subject to paragraph 22.7(d)(iv), the decision of the Managers in any of the events specified in this paragraph 22.7(d) shall be final and binding upon the Trustee and the Holders but the Managers shall be under no liability on account of any failure to terminate the Fund pursuant to this paragraph 22.7(d) or otherwise.

(e) Notice of termination

The party terminating the Fund shall give notice thereof to the Holders in the manner provided in the Deed and by such notice fix the date at which such termination is to take effect which date shall not be less than one month or such other period as may be determined by the Managers with the Trustee's approval after the service of such notice.

(f) Extraordinary Resolution

The Fund may at any time be terminated by the Holders by Extraordinary Resolution and such termination shall take effect on the date on which the Extraordinary Resolution is passed or on such later date (if any) as the Extraordinary Resolution may provide.

(g) Notice of the termination of the Fund to the Authority

The Managers shall give written notice of the termination of the Fund to the Authority at least 7 days before termination of the Fund (or such other number of days as may be permitted by the Authority).

(h) Reconstruction or amalgamation

Provided the Holders of Units of the Fund or Class of Units of the Fund have been circulated with the particulars of a scheme of reconstruction or amalgamation to be entered into with the managers and the trustee of some other unit trust scheme or open-ended investment company and an Extraordinary Resolution of such Holders of Units of the Fund or Class of Units of the Fund has been duly passed authorising and directing the Managers and the Trustee to enter into the said scheme, then the said scheme shall take effect upon the passing of such Extraordinary Resolution or upon such later date as the scheme may provide, whereupon (i) the Deed shall, to the extent inconsistent with the scheme, be amended by the terms of the scheme, and (ii) the terms of such scheme shall be binding upon all the Holders of Units of the Fund or Class of Units of the Fund who shall be bound to give effect thereto accordingly and the Managers and the Trustee shall do all such acts and things as may be necessary for the implementation thereof.

22.8 Termination of a Class

(a) Any Class established shall be of indeterminate duration unless otherwise provided for in the Deed or terminated in accordance with this paragraph 22.8.

(b) Either the Managers or the Trustee may in their absolute discretion terminate any Class by not less than one month's notice to the other given so as to expire at the end of the Accounting Period current at the end of the 5th year after the Commencement Date of that Class or any year thereafter. If the Class is to be terminated under this paragraph 22.8, the Managers or the Trustee (as the case may be) shall give notice thereof in writing to the Holders of that Class not less than one month in advance of such termination.

(c) A Class may be terminated by the Trustee if any law is passed or any direction is given by the relevant authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue that Class. The decision of the Trustee in such event shall be final and binding upon the Managers and the Holders but the Trustee shall be under no liability on account of any failure to terminate the Class pursuant to this paragraph 22.8(c) or otherwise.

(d) A Class may be terminated by the Managers:

(i) on any date if on such date the value of the Deposited Property of the Class is less than S\$5,000,000; or

(ii) if any law is passed or any direction is given by the relevant authority which renders it illegal or in the reasonable opinion of the Managers impracticable or inadvisable to continue the Class; or

- (iii) if in the reasonable opinion of the Managers with the Trustee's prior approval it becomes impracticable or inadvisable to continue that Class in the interest of the Holders of that Class.

Subject to paragraph 22.8(d)(iii), the decision of the Managers in any of the events specified in this paragraph 22.8(d) shall be final and binding upon the Trustee and the Holders of the Class but the Managers shall be under no liability on account of any failure to terminate the Class pursuant to this paragraph 22.8(d) or otherwise.

- (e) The party terminating the Class in accordance with paragraph 22.8 shall give notice in writing of such termination to the Holders of the Class and by such notice fix the date at which such termination is to take effect which date shall not be less than one month after the service of such notice (or such earlier date as may be necessary to comply with any law).
- (f) A Class may at any time be terminated by the Holders of that Class by Extraordinary Resolution and such termination shall take effect on the date on which the Extraordinary Resolution is passed or on such later date (if any) as the Extraordinary Resolution may provide.

22.9 Distributions upon termination of the Fund or a Class

Upon the Fund or Class being terminated the Trustee shall proceed as follows:

- (a) Upon the Fund or Class being terminated the Trustee shall, subject to such orders (if any) as may be made by any court of competent jurisdiction pursuant to the SFA, sell all Investments then comprising the Deposited Property of the Fund or attributable to the relevant Class and repay any borrowing effected pursuant to Clause 20 of the Deed for the time being outstanding (together with any interest accrued thereon but remaining unpaid) and such sales shall be carried out and completed in such manner and within such period after the termination of the Fund or Class (as the case may be) as the Trustee thinks advisable.
- (b) The Trustee shall from time to time and at such time or times as it shall deem convenient and in its absolute discretion distribute to the Holders in proportion to their respective interests in the Deposited Property of the Fund or attributable to the relevant Class all net cash proceeds derived from redemption of the Deposited Property and any other cash forming part thereof and available for the purposes of such distribution provided that the Trustee shall not be bound (except in the case of the final distribution) to distribute any of the monies for the time being in its hands the amount of which is insufficient to pay in respect of each undivided share in the Deposited Property of the Fund or Class, S\$1, or if the Managers and the Trustee are of the opinion that the cost of making such distribution is higher than the amount to be distributed and provided also that the Trustee shall be entitled to retain out of any monies in its hands as part of the Deposited Property of the Fund or Class full provision for all costs, charges, expenses, claims and demands incurred, made or apprehended by the Trustee in connection with or arising out of the termination of the Fund or Class and out of the monies so retained to be indemnified and saved harmless against any such costs, charges, expenses, claims and demands. Every such distribution to a Holder shall be made only upon delivery to the Trustee of such form of request for payment and receipt (if any) as the Trustee shall in its absolute discretion require.
- (c) Any net cash proceeds derived from the redemption of the Deposited Property of the Fund or Class or other cash made available for distribution pursuant to sub-paragraph (b) above but not claimed by the Holder entitled thereto within 12 months of being so made available may be paid by the Trustee into Court (subject to the right of the Trustee to deduct therefrom any expenses it may incur in complying with this provision).

22.10 Information on investments

At the end of each quarter, Holders will receive a statement showing the value of their investment in the Fund. However, if a Holder conducts any transaction(s) within a particular month, he/she will receive an additional statement at the end of that month.

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