

UNITED GLOBAL INTERNET FUND

P r o s p e c t u s

UNITED GLOBAL INTERNET FUND

Directory

Managers

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

Registered Address:
80, Raffles Place, UOB Plaza, Singapore 048624

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

Directors of the Managers

Terence Ong Sea Eng
Thio Boon Kiat
Cheo Chai Hong

Trustee / Registrar

HSBC Institutional Trust Services (Singapore) Limited
(Company Registration Number: 194900022R)
21, Collyer Quay, #10-02, HSBC Building, Singapore 049320

Auditors

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

Custodian

State Street Bank and Trust Company
One Lincoln Street, Boston, MA 02111, United States of America

Solicitors to the Managers

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

Solicitors to the Trustee

Drew & Napier LLC
10, Collyer Quay, #10-01, Ocean Financial Centre, Singapore 049315

UNITED GLOBAL INTERNET FUND

Important Information

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

Investors should refer to the relevant 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 usual business hours (subject to such reasonable restrictions as the Managers may impose).

Investors should note that the Units offered by the Fund are not listed on any stock exchange. There is no ready market for the Units. Investors may subscribe for or realise their Units through the Managers or any authorised agents or distributors of the Managers subject to the ultimate discretion of the Managers in respect of the subscription, sale, switching or realisation of an investor’s Units in accordance with and subject to the provisions in the Deed.

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

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, which may be relevant to the subscription, holding or disposal of Units and should inform themselves of and observe all applicable laws and regulations of any relevant jurisdiction that may be applicable to them.

Investment in the Fund requires consideration of the usual risks involved in investing and participating in collective investment schemes. Investors should also carefully consider the risks of investing in the Fund which are summarised in paragraph 9 of this Prospectus. Investors should consider these risks carefully before making an investment decision. Investors should note that because their investments can be volatile and as the value of the Units may decline as well as appreciate, there can be no assurance that the Fund will be able to attain its objectives. The 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 also satisfy themselves of the suitability to them of an investment in the Fund based on their personal circumstances.

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

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

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UNITED GLOBAL INTERNET FUND

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

1. Basic Information

1.1 United Global Internet Fund

The Fund is an open-ended standalone unit trust constituted in Singapore.

1.2 Date of Registration and Expiry Date of Prospectus

The date of registration of this Prospectus with the MAS is 16 September 2013. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 15 September 2014) and shall expire on 16 September 2014.

1.3 Trust Deed and Supplemental Deeds

1.3.1 The deed of trust relating to the interests being offered for subscription or purchase (the “Principal Deed”) is dated 26 April 2000.

1.3.2 The Principal Deed has been amended by the following amending and restating deeds and supplemental deed:

Amending and Restating Deed	Dated	Purpose
Amending and Restating Deed	30 December 2002	To amend the Deed to comply with the prescribed requirements for trust deeds under the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2002 and to incorporate the investment guidelines for non-specialised funds issued by the MAS under the Code on Collective Investment Schemes on 23 May 2002 (as updated on 5 December 2002).
Second Amending and Restating Deed	1 July 2003	To amend the Deed to comply with the Notice on Cancellation Period for Collective Investment Schemes constituted as unit trusts issued by the MAS on 1 October 2002 (last updated on 26 June 2003).
Third Amending and Restating Deed	30 December 2003	To amend the Deed to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law).
Fourth Amending and Restating Deed	29 December 2004	To amend the Deed to allow the Fund to accept foreign currencies for subscription and to pay out redemption proceeds in foreign currencies and to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law).
Fifth Amending and Restating Deed	19 December 2005	To amend the Deed to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law).
Sixth Amending and Restating Deed	31 October 2006	To amend the Deed to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law).

Seventh Amending and Restating Deed	29 June 2007	To amend the Deed to, <i>inter alia</i> , reflect the change in the basis of quoting the prices of the Units from the existing dual-pricing basis to a single-pricing basis.
Eighth Amending and Restating Deed	29 October 2007	To amend the Deed to, <i>inter alia</i> , comply with all applicable fiscal, statutory or official requirements (whether or not having the force of law).
Ninth Amending and Restating Deed	29 May 2009	To amend the Deed to, <i>inter alia</i> , reduce the age of contractual capacity for consistency with the recent amendments to the Civil Law Act, Chapter 43 of Singapore.
Tenth Amending and Restating Deed	26 October 2009	To amend the Deed to, <i>inter alia</i> , update the definition of "Value".
Eleventh Amending and Restating Deed	19 October 2010	To amend the Deed to, <i>inter alia</i> , update the provisions of Clause 2(B).
Supplemental Deed of Appointment and Retirement of Trustee	26 January 2011	To amend the Deed to effect the change of trustee from RBC Dexia Trust Services Singapore Limited to HSBC Institutional Trust Services (Singapore) Limited with effect from 1 March 2011.
Twelfth Amending and Restating Deed	30 September 2011	To amend the Deed to, <i>inter alia</i> , update the definition of "Valuation Point" and to comply with the Code on Collective Investment Schemes issued by the MAS in April 2011 which takes effect on 1 October 2011.

The Principal Deed as amended by the Amending and Restating Deed, the Second Amending and Restating Deed, the Third Amending and Restating Deed, the Fourth Amending and Restating Deed, the Fifth Amending and Restating Deed, the Sixth Amending and Restating Deed, the Seventh Amending and Restating Deed, the Eighth Amending and Restating Deed, the Ninth Amending and Restating Deed, the Tenth Amending and Restating Deed, the Eleventh Amending and Restating Deed, the Supplemental Deed of Appointment and Retirement of Trustee and the Twelfth Amending and Restating Deed shall hereinafter be referred to as the "**Deed**".

1.3.3 The terms and conditions of the Deed shall be binding on each unitholder (each a "**Holder**" and collectively, the "**Holders**") and all persons claiming through such Holder as if such Holder had been a party to the Deed and as if the Deed contained covenants on the part of each Holder to observe and be bound by all the provisions of the Deed and an authorisation by each Holder to do all such acts and things as the Deed may require the Trustee (as defined in paragraph 3 of this Prospectus) or UOB Asset Management Ltd, as the managers of the Fund (the "**Managers**") (as the case may be) to do.

1.3.4 A copy of the Deed shall be made available for inspection free of charge, at all times during usual business hours (subject to such reasonable restrictions as the Managers may impose) at the operating office of the Managers at 80, Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624 and will be supplied by the Managers to any person upon request at a charge of 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

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

2. The Managers

- 2.1 The Managers are UOB Asset Management Ltd (“UOBAM”), whose registered office is at 80, Raffles Place, UOB Plaza, Singapore 048624. The Managers are licensed and regulated by the MAS.

UOBAM is a wholly-owned subsidiary of United Overseas Bank Limited. Established in 1986, UOBAM has been managing collective investment schemes and discretionary funds in Singapore for 27 years and as of 30 June 2013 manages about S\$37.8 billion in clients’ assets. UOBAM also has investment operations in Malaysia and Thailand.

UOBAM offers global investment management expertise to institutions, corporations and individuals, through customised portfolio management services and unit trusts. As at 30 June 2013, UOBAM manages 58 unit trusts in Singapore, with total assets of about S\$4.6 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 a total of 139 awards. These awards recognise not just excellence in UOBAM’s investment performance across different markets and sectors, but also outstanding performance at the firm level.

As at 30 June 2013, UOBAM and its subsidiaries in the region have a staff strength of over 337 including about 56 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.

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

- 2.2 The Managers are entitled to delegate certain or all of their duties. As at the date of this Prospectus, the Managers have delegated the administration and valuation functions to the fund administrator of the Fund, whose details are set out in paragraph 4 below. The Managers have delegated the back office functions to United Overseas Bank Limited.

2.3 Directors and key executives of the Managers

Terence Ong Sea Eng, Chairman and Executive Director

Mr Terence Ong Sea Eng is the Chairman and Executive Director of UOBAM. Mr Ong, who joined United Overseas Bank Limited in 1982, has overall responsibility for the management and growth of United Overseas Bank Limited’s global treasury and fund management businesses. He holds a Bachelor of Accountancy from the then University of Singapore and has 30 years of experience in treasury services and operations.

Cheo Chai Hong, Director

Mr Cheo Chai Hong is a Director of UOBAM. He joined United Overseas Bank Limited in 2005, is currently in charge of a team of credit approvers for UOB SME & Structured Trade & Ship Finance in Singapore and Overseas branches and subsidiaries. He also heads the Group Corporate Planning and Strategy Department which is responsible for helping the United Overseas Bank Limited Group to formulate its strategic direction and corporate governance structure.

Mr Cheo holds a Bachelor of Business Administration (Honours) from the University of Singapore and he has more than 30 years of experience in Corporate and Investment Banking, Project and Ship Finance and Credit Management and Approval.

Thio Boon Kiat, Director and Chief Executive Officer

Mr Thio Boon Kiat is the Chief Executive Officer of UOBAM. He is a Chartered Financial Analyst charter holder, graduated with a Bachelor of Business Administration (First Class Honours) degree from the National University of Singapore. In 2004, he attended the Investment Management Program at Harvard Business School. In 2006, he also attended the Mastering Alternative Investments programme by Insead University.

Mr Thio has over 19 years of investment management experience. He joined UOBAM in 1994 from the Government of Singapore Investment Corporation (GIC), as a portfolio manager managing Singapore, and subsequently Asia Pacific and Global Equity portfolios. Over the years, he also headed the International Equities and Global Technology teams. In 2004, Mr Thio was appointed as Chief Investment Officer of UOBAM, a position he held till 2011 when he was promoted to his current appointment of Chief Executive Officer.

John J. Doyle III, Chief Investment Officer, Equities & Multi Assets

Mr John J. Doyle III, Chief Investment Officer (“**CIO**”), Equities & Multi Assets, joined UOBAM in April 2001. Mr. Doyle was promoted to CIO in September 2011. Prior responsibilities include serving as Deputy CIO Equities, Head of International Equities and Head of Asian Equities. He continues to oversee the UOBAM’s Equity research and investment processes as well as the Multi Asset investment processes. Mr Doyle had previously worked in senior research roles for Salomon Smith Barney (Singapore), UBS Securities (Singapore), and MeesPierson Securities (Hong Kong).

Mr Doyle has over 23 years of experience, having started his career with Scudder, Stevens & Clark (Boston). His work experience includes both detailed securities research and analysis as well as portfolio management. Mr Doyle graduated with a Bachelor of Arts (Economics) degree from the University of Vermont in 1988. The majority of his experience relates to conducting research and managing equity portfolios. At UOBAM, he is the designated person responsible for the investment management of the Fund.

3. The Trustee and the Custodian

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

The Trustee has appointed State Street Bank and Trust Company, a trust company organised under the laws of the Commonwealth of Massachusetts with its principal place of business at One Lincoln Street, Boston, MA 02111, United States of America, as the global custodian of the Fund. Details of the custodial arrangement in respect of the Deposited Property¹ of the Fund are set out at paragraph 21.3.7 below.

State Street Bank and Trust Company (“**SSBT**”) was founded in 1792 and is a wholly owned subsidiary of State Street Corporation. It provides custodial services in over 100 markets through its network of sub-custodian banks. SSBT is licensed and regulated by the Federal Reserve Bank of Boston. SSBT may appoint sub-custodians in markets where the Fund invests and has in place processes dealing with the selection and ongoing monitoring of such sub-custodians. All sub-custodians appointed shall be licensed and regulated under applicable law to carry out the relevant financial activities in the relevant jurisdiction

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**”.

4. The Registrar and the Fund Administrator

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 Holders 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 keep and maintain the Register.

¹ “**Deposited Property**” means all the assets, including Cash (as defined in the Deed), for the time being held or deemed to be held upon the trusts of the Deed excluding any amount for the time being standing to the credit of the Distribution Account (as defined in the Deed).

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

HSBC Institutional Trust Services (Singapore) Limited is appointed as the fund administrator for the Fund.

5. The Auditors

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

6. Fund Structure

The Fund is an open-ended standalone unit trust constituted in Singapore.

7. Investment Objective, Focus and Approach

7.1 Investment Objective / Product Suitability

The investment objective of the Fund is to achieve long-term capital appreciation by investing in a diversified portfolio of securities of companies involved in Internet services, e-commerce services, Internet infrastructure, Internet-related system integration and software, Internet-related system hardware and Internet-related business consultation, as well as traditional businesses which could materially benefit from the Internet and associated technologies.

Product Suitability

The Fund is suitable for investors who:

- seek long-term capital appreciation;
- are looking for exposure to the internet and internet-related industries as well as traditional businesses which could materially benefit from internet and associated technologies; and
- are comfortable with the volatility and risk of a global equity fund which invests in these industries.

Investors should consult their financial advisers if in doubt whether the Fund is suitable for them.

7.2 Investment Focus and Approach

The Managers will search for the best ideas from the investment universe. A major portion of the Fund will be invested in stocks listed in the U.S., Europe and Asia, as well as the developing countries of Latin America and Eastern Europe.

Using a bottom-up approach, the Managers will evaluate a company’s positioning and business model as well as its ability to grow and expand its activities via the Internet or achieve a competitive advantage in cost/profitability and brand image leveraging the reach of the Internet. Such companies’ core business may not be primarily Internet-related. Such companies include, but are not limited to, the following:

(1) Content developers:

Companies that offer proprietary information and entertainment content, such as news, graphics, games, music, video and news over the Internet.

(2) Hardware:

Companies that develop and produce computer and network hardware such as modems, switches, routers; those that develop workstations, and personal communications systems used to access the Internet and provide Internet services; those that develop hardware that store the information.

(3) Software:

Companies that develop and manufacture tools to access the Internet, enable Internet users to enhance the speed, integrity and storage of data on the Internet, facilitate information distribution and gathering on the Internet, and secure Internet-based transactions.

(4) Internet Portals:

Companies that provide users with search-engine services to access various sites by category on the Internet.

(5) Internet Service Providers:

Companies that provide users with access to the Internet.

(6) Wireless/Broadband Access:

Companies that provide the infrastructure to enable high-speed and wireless communication of data via the Internet.

(7) E-Commerce:

Companies that derive revenue from sales of products and services via the Internet.

(8) Telecommunications:

Companies that are primarily engaged in the development of the telecommunications transmission lines and software technologies that enhance the reach and bandwidth of Internet users.

(9) Other companies:

Companies whose core business may not be primarily Internet-related including, but are not limited to publishing and media companies.

7.3 Authorised Investments

The Authorised Investments of the Fund include the following Investments:

- (i) any Investment in or of companies involved in Internet services, e-commerce services, Internet infrastructure, Internet-related system integration and software, Internet-related system hardware and Internet-related business consultation, as well as traditional businesses which benefit from the Internet and associated technologies;
- (ii) any Quoted Investment;
- (iii) any Unquoted Investment; and
- (iv) any other investments not covered by paragraphs (i), (ii), and (iii) of this definition but approved by the Trustee (such approval to be confirmed in writing).

“**Investment**” means any share, stock, bond, note, debenture, debenture stock, loan, loan stock, certificates of deposit, commercial paper, promissory note, treasury bill, fixed or floating rate instrument, unit or sub-unit in any unit trust scheme, participation in a mutual fund, warrant, option or other stock purchase right, futures, or any other security (as defined in the SFA) (all of the foregoing denominated in any currency) or any money market instrument or any other derivative which may be selected by the Managers for the purpose of investment of the Deposited Property or which may for the time being form part thereof.

Investors should note that the Fund intends to use or invest in financial derivatives. Further information is set out in paragraph 9.2 of this Prospectus under the headings “Derivatives Risk” and “Risk management procedures of the Managers”.

8. Fees and Charges

Payable by Holder	
Subscription Fee:	Currently 5%. Maximum 5%.
Realisation Charge:	Currently none. Maximum 2%.
Switching fee*:	Currently 1%.
Payable out of the Fund to the Managers, the Trustee and other parties	
Annual management fee:	Currently 1.75% p.a.. Maximum 2% p.a..
Annual registrar and transfer agent fee:	The higher of S\$15,000 p.a. or 0.125% p.a., subject to maximum of S\$25,000 p.a..
Annual valuation & accounting fee:	Currently 0.2% p.a.. Maximum 0.2% p.a..
Annual trustee fee:	Currently not more than 0.05% p.a. (subject always to a minimum of S\$5,000 p.a.); Maximum 0.2% 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 of the fees and charges may amount to or exceed 0.1% p.a., depending on the proportion that it bears to the net asset value of the Fund.

* In the case of a switch of Units in the Fund to units of any other fund managed by the Managers (referred to as “**New Fund**”), the switching fee referred to relates to the 1% subscription fee imposed by the Managers for investment into the New Fund. Such 1% switching fee would, in the case of a New Fund which normally imposes a subscription fee of more than 1%, effectively translate to a discount of the subscription fee of the New Fund.

** The audit fee payable is subject to agreement with the Auditors for each financial year. Based on the audited accounts of the Fund for the financial year ended 31 December 2012, the audit fee amounted to 0.53% based on the average net asset value of the Fund for that financial year.

*** The custodian fee payable is subject to agreement with the Custodian and 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 of the Fund for the financial year ended 31 December 2012, the custodian fee amounted to 0.15% based on the average net asset value of the Fund for that financial year.

**** Other fees and charges include goods and services tax, printing costs, professional fees and other out-of-pocket expenses. Based on the audited accounts of the Fund for the financial year ended 31 December 2012, the aggregate of the other fees and charges amounted to 0.67% based on the average net asset value of the Fund for that financial year.

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

The Subscription Fee and Realisation Charge will be retained by the Managers for their own benefit, and will not form part of the Deposited Property of the Fund. All or part of the Subscription Fee may also be paid to or retained by the authorised agents or distributors of the Managers. 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 authorised agents and distributors of the Managers 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 therefore check with such authorised agents or distributors as to whether any additional fees and charges are imposed.

9. Risks

9.1 General risks

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, credit risks of issuers, foreign exchange risks, repatriation risks, political risk, liquidity risks and derivatives risks.

An investment in the Fund is meant to produce returns over the long-term. Investors should not expect to obtain short-term gains from such investment.

Investors should be aware that the price of Units, and the income accruing from the Units, may fall or rise and that investors may not get back their original investment.

9.2 Specific risks

Market Risk in the Global Markets

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

Foreign Exchange Risk

The Fund is denominated in Singapore dollars. Where investments are made by the Fund in the form of foreign currency denominations, fluctuations 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 the circumstances of each case. Such considerations shall include but are not limited to the outlook on the relevant currency, the costs of hedging and the market liquidity of the relevant currency.

Political Risk

Investments by 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.

Derivatives Risk

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

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

- (a) ***The Managers may use or invest in financial derivative instruments for the purposes of hedging existing positions in a portfolio or efficient portfolio management or a combination of both purposes.*** Where such instruments are financial derivatives on commodities, such transactions shall be settled in cash at all times.

- (b) The Managers will ensure that the global exposure of the Fund to financial derivative instruments or embedded financial derivative instruments will not exceed 100% of the net asset value of the Fund at all times. Such exposure will be calculated using the commitment approach as described in, and in accordance with the provisions of, the Code. The Fund may net its over-the-counter financial derivative positions with a counterparty through bilateral contracts for novation or other bilateral agreements with the counterparty, provided that such netting arrangements satisfy the relevant conditions described in the Code, and the Managers will (where applicable) obtain, or have obtained, the legal opinions as stipulated in the Code.
- (c) The Managers will implement various procedures and controls to manage the risk of the assets of the Fund. The decision to invest in any particular security or instrument on behalf of the Fund will reflect the Managers' judgment of the benefit of such transactions to the Fund and will be consistent with the Fund's investment objectives in terms of risk and return.
- (d) *Execution of Trades.* Prior to each trade, the Managers will ensure that the intended trade will comply with the stated investment objective, focus, approach and restrictions (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 objective, focus, approach and restrictions (if any) of the Fund. In the event of any non-compliance, Middle Office is empowered to instruct the relevant officers to rectify the same. Any non-compliance will be reported to higher management and monitored for rectification.
- (e) *Liquidity.* In the event there are unexpectedly large redemptions of Units, there may be a possibility that the assets of the Fund may be forced to be liquidated at below their fair and expected value, especially in illiquid public exchanges or over-the-counter markets. The Managers will ensure that a sufficient portion of the Fund will be in liquid assets such as cash and cash-equivalents to meet expected redemptions, net of new subscriptions.
- (f) *Counterparty exposure.* The Fund may have credit exposure to counterparties by virtue of positions in financial instruments (including financial derivative 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, 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 that have a minimum long-term issuer credit rating of above BB+ by Standard and Poor's, an individual rating of above C by Fitch Inc or a financial strength rating of above C by Moody's Investors Service. If any approved counterparty fails this criterion subsequently, the Managers will take steps to unwind the Fund's position with that counterparty as soon as practicable.
- (g) *Volatility.* To the extent that the Fund has exposure to financial derivative instruments that allow a larger amount of exposure to a security for no or a smaller initial payment than the case when the investment is made directly into the underlying security, the value of the Fund's assets will have a higher degree of volatility. The Fund may use financial derivative instruments for hedging purposes for reducing the overall volatility of the value of its assets. At the same time, the Managers will ensure that the total exposure of the Fund to derivative positions will not exceed the net asset value of the Fund, as stated in paragraph (b) above.
- (h) *Valuation.* The Fund may have exposure to over-the-counter financial derivative instruments 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 on at an appropriate frequency.
- (i) The Managers will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented and that they have the necessary expertise to control and manage the risks relating to the use of financial derivative instruments. The Managers may modify the risk management and compliance procedures and controls as they deem fit and in the interests of the Fund.

Liquidity Risk

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

Small Capitalisation Companies Risk

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

Single Sector Risk

Investments in single sector funds may present greater opportunities and potential for capital appreciation, but may be subject to higher risks as they may be less diversified than a global portfolio.

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, its 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.

Counterparty Risk

Where the Fund enters into over-the-counter transactions, 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.

Risk of Investments in Internet and Internet-Related Securities

Internet and Internet-related securities are subject to a rate of change of technology, obsolescence and competition which is generally higher than that of other industries, and may experience extreme price and volume fluctuations. As the Internet industry is relatively new, the companies which the Fund invests in are dependent upon consumer and business acceptance as new technologies evolve. Investors should note that generally accepted valuation parameters (such as price/earnings ratio and enterprise value over EBITDA (earnings before interest, tax, depreciation and amortisation)) may sometimes not necessarily apply to Internet and Internet-related companies. More appropriate alternative valuation parameters may include multiples of revenue, augmented by qualitative assessment of the attractiveness of segments of the Internet industry and the leaders in each segment.

Equity Risk

Investments in stocks and other equity securities historically have greater price volatility than bonds and other fixed income securities. This in turn may affect the value or volatility of the Fund.

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

10. Subscription of Units

10.1 Subscription procedure

Application for Units may be made on the application form attached to this Prospectus, or through any authorised agent or distributor of the Managers from time to time, or through an automated teller machine (“ATM”) (as and when ATM applications are made available by the Managers or their authorised agents or distributors, if applicable), or through any website designated by the Managers or through any other sales channel, if applicable. Applications should be accompanied by such documents as may be required, with the subscription monies in full.

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

Investors have a choice of either paying for Units with cash or Supplementary Retirement Scheme (“SRS”) monies.

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

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 receiving full payment in cleared funds.

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

10.2 Minimum Initial Subscription Amount and Minimum Subsequent Subscription Amount

The minimum initial subscription amount is S\$1,000 (or in the case where payment is made in US dollars, US\$1,000) or its equivalent in such other currency as the Managers may determine at the applicable rate of exchange and 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 currency as the Managers may determine at the applicable rate of exchange.

10.3 Dealing deadline and pricing basis

Units are issued on a forward pricing basis. Therefore, the issue price cannot be calculated at the time of application. The issue price is based on the Value of the Fund as at the Valuation Point². For applications received and accepted by the Managers or any authorised agent or distributor of the Managers by 3 p.m. (Singapore time) on any Dealing Day (the “**Dealing Deadline**”), Units will be issued at the issue price calculated for that Dealing Day. For applications received and accepted by the Managers or any authorised agent or distributor of the Managers after the Dealing Deadline on any Dealing Day or at any time on a day not being a Dealing Day, Units will be issued at the issue price calculated for the next Dealing Day.

² “**Valuation Point**” means the close of business of the last relevant market on the relevant Dealing Day on which the Value of the Deposited Property is to be determined or such other time as the Managers may with the prior approval of the Trustee determine and the Managers shall inform the Holders of such change if required by the Trustee.

The Managers shall be entitled to accept subscription monies in currencies other than in Singapore dollars, and to convert such subscription monies into Singapore dollars at the applicable rate of exchange determined by the Managers. Any costs incurred in and risks associated with effecting such currency exchange will be borne by the investor. Currently, the Managers accept the purchase of Units in both Singapore dollars and US dollars and will quote the issue price in Singapore dollars and its equivalent in US dollars at the applicable rate of exchange. In future, the Managers may permit the purchase of Units at the issue price in any other foreign currency and will quote the issue price in such foreign currency at the applicable rate of exchange.

“**Dealing Day**” means 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 shall be given by the Managers to all Holders at such time and in such manner as the Trustee may approve. Provided That if on any day which would otherwise be a Dealing Day the Recognised Stock Exchange³ or OTC Market⁴ on which investments of the Fund having in aggregate values amounting to at least 50 per cent. of the Value (as defined in paragraph 21.6 of this Prospectus) of the Deposited Property (as at the relevant Valuation Point) are quoted, listed or dealt in is not open for normal trading, the Managers may determine that that day shall not be a Dealing Day.

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

The issue price per Unit shall be ascertained by calculating the Value (as described in paragraph 21.6 of this Prospectus) per Unit 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, truncated to three decimal places (or such other method of rounding or number of decimal places as determined by the Managers with the approval of the Trustee). The Managers may, if so required, charge a Subscription Fee which is deducted from the total amount paid by the investor for the subscription of Units (the “**Gross Investment Amount**”), and the resultant amount (the “**Net Investment Amount**”) will be applied towards the subscription of Units. The Subscription Fee shall be retained by the Managers for their own benefit and the amount of the adjustment aforesaid shall be retained by the Fund. The Trustee shall be under no obligation to check the calculation of the amount payable in connection with any issue of Units pursuant to Clause 10(B) of the Deed but shall be entitled at any time to require the Managers to justify the same. The Managers may, subject to the prior approval of the Trustee, change the method of determining the issue price as provided in Clause 10(B) of the Deed, and the Trustee shall determine if the Holders should be informed of such changes.

10.4 Numerical example of how Units are allotted:

The following is an example of the number of Units an investor will acquire based on a Gross Investment Amount of S\$1,000.00, a notional issue price of S\$1.000 and a Subscription Fee of 5%:

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		Notional issue price		Number of Units allotted

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

³ “**Recognised Stock Exchange**” means any stock exchange, futures exchange and organised securities exchange on which securities are regularly invested in any country in any part of the world and in relation to any particular Authorised Investment shall be deemed to include any responsible firm, corporation or association in any country in any part of the world dealing in the Authorised Investment which the Managers may from time to time elect.

⁴ “**OTC Market**” means any over-the-counter market or over-the-telephone market in any country in any part of the world and in relation to any particular Authorised Investment shall be deemed to include any responsible firm, corporation or association in any country in any part of the world dealing in the Authorised Investment which the Managers may from time to time elect.

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

10.5 Confirmation of purchase

A confirmation note detailing the investment amount and the number of Units allocated to an investor will be sent to the investor within five Business Days from the date of issue of Units for cash applications and within eleven Business Days from the date of issue of Units for SRS applications.

10.6 Cancellation of initial subscription of Units by Holders

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 shall have the right by notice in writing delivered to the Managers or their authorised agents or distributors to cancel his subscription for Units within seven 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 MAS) from the date of his subscription (the “**Cancellation Period**”). However the Holder will have to take the risk of any price changes in the net asset value of the Fund since his subscription and pay any bank charges, administrative or other fee imposed by the relevant agent or distributor.

A Holder may choose to realise his Units under paragraph 12 of this Prospectus 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 10.6 if he chooses to realise his Units (i.e. there will be no refund of the Subscription Fee and the prevailing Realisation Charge, if any, as may be imposed) and the Net Realisation Proceeds (as defined in paragraph 12.3 of this Prospectus) may be lower than the cancellation proceeds if the appreciation in the value of the Units is less than the Subscription Fee and the prevailing Realisation Charge, if any, as may be imposed.

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

11. Regular Savings Plan

Currently, a regular savings plan (“**RSP**”) is available for the Fund. Some authorised agents and distributors of the Managers may not make available RSPs and investors should contact the relevant authorised agent or distributor for further information on availability.

A Holder must have the minimum holding of Units as specified in paragraph 12.2, 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 determine from time to time).

A Holder may opt to invest a minimum sum of S\$100 on a fixed day per month or S\$500 on a fixed day per quarter through Interbank GIRO payment (or such other amounts or in such other currencies as the Managers or the relevant authorised agent or distributor may determine from time to time).

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

For RSP using SRS monies, the Holder must submit the relevant application form as required by the authorised agent or distributor. RSPs using SRS monies are subject to availability and investors should check with their SRS operator before deciding on any RSP using SRS monies.

Payment for the RSP will be debited from the Holder’s bank account or SRS account (as the case may be) 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 in each case, such other day as the Managers or the relevant authorised agent or distributor may stipulate. 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 (as the case may be) with the allotment

of Units made normally within 2 Business Days thereafter, or such other day as the Managers or the relevant authorised agent or distributor may stipulate.

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 the relevant Holder. After 2 consecutive unsuccessful debits, the RSP will be terminated and no notification of such termination will be sent to the relevant Holder.

The Managers shall not assume any liability for any losses arising from the Holders' payment for the RSP via direct debit transactions. A Holder may terminate his participation in the RSP without penalty upon giving not less than 30 days' written notice to the Managers or the authorised agent or distributor from whom they applied for the RSP.

Investors should note that RSPs are currently only offered and operated directly by authorised agents and distributors of the Managers and that the terms and conditions of RSPs offered by each authorised agent or distributor (including the application and termination procedures, the minimum initial investment amount, the minimum periodic subscription amounts and the periodic basis for the RSP) may vary. Investors should contact the relevant authorised agent or distributor for details of the RSP offered before applying.

12. Realisation of Units

12.1 Realisation procedure

Holders may realise their Units on any Dealing Day. Requests for realisation of Units may be made on realisation forms which may be obtained from any authorised agent or distributor of the Managers from time to time, 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 sales channel, if applicable. Requests for realisation of Units should be submitted through the authorised agent or distributor through whom the Units were originally purchased.

12.2 Minimum holding and minimum realisation amount

Holders may realise their Units in full or partially. Partial realisation of Units must be for at least 100 Units, subject to the Holder maintaining a minimum holding of at least 1,000 Units or the number of Units which were or would have been 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 currency as the Managers may decide (rounded down to two decimal places) at the prevailing issue price at the time of the Holder's initial subscription or purchase of Units (or such other number of Units or amount as may from time to time be determined by the Managers either generally or in any particular case or cases upon giving prior written notice to the Trustee rounded down to two decimal places).

12.3 Dealing deadline and pricing basis

Units are realised on a forward pricing basis. Therefore, the realisation price cannot be calculated at the time of request. The realisation price is based on the Value of the Fund as at the Valuation Point. For requests received and accepted by the Managers or any authorised agent or distributor of the Managers by the Dealing Deadline on any Dealing Day, Units will be realised at the realisation price calculated for that Dealing Day. For requests received and accepted by the Managers or any authorised agent or distributor of the Managers after the Dealing Deadline on any Dealing Day or at any time on a day not being a Dealing Day, Units will be realised at the realisation price calculated for the next Dealing Day.

The realisation price per Unit shall be the price per Unit ascertained by the Managers by calculating the Value per Unit as at the Valuation Point in relation to the Dealing Day on which the realisation request is received of the proportion of the Deposited Property then represented by one Unit, truncated to three decimal places (or such other method of rounding or number of decimal places as determined by the Managers with the approval of the Trustee). The Managers may, if so required, charge a Realisation Charge which is deducted from the total amount payable to the Holder in respect of the realisation of Units (the "**Gross Realisation Proceeds**"), and the resultant amount (the "**Net Realisation Proceeds**") will be paid to the Holder. The Realisation Charge shall be retained by the Managers for their own benefit and the amount of the adjustment aforesaid shall be retained by the Fund.

The Managers may, subject to the prior approval of the Trustee, change the method of determining the realisation price as provided in Clause 13(F) of the Deed, and the Trustee shall determine if the Holders should be informed of such change.

The realisation monies shall be paid in Singapore dollars. The Managers may, upon request by a Holder, effect payment of such realisation monies in currencies other than Singapore dollars, at the applicable rate of exchange determined by the Managers. Any costs incurred in and risks associated with effecting such currency exchange will be borne by the Holder. Currently, the Managers effect payment of realisation monies 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 at the realisation price in any other foreign currency and will quote the realisation price in such foreign currency at the applicable rate of exchange.

For the avoidance of doubt, should a realisation request for any Units be received by the Managers or any authorised agent or distributor of the Managers prior to the receipt of the subscription monies in respect of such Units, the Managers may refuse to realise such Units until the Business Day following that upon which the subscription monies in respect of such Units have been received by the Trustee.

If a Holder is resident outside Singapore, the Managers shall be entitled to deduct from the total amount which would otherwise be payable on the purchase from the Holder an amount equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if the Holder had been resident in Singapore.

12.4 Numerical example of the calculation of realisation proceeds

The Net Realisation Proceeds payable to a Holder on the realisation of 1,000 Units and based on a notional realisation price of S\$0.950 and on the basis that there is no realisation charge payable, will be calculated as follows:

1,000 Units	x	S\$0.950	=	S\$950.00
Your realisation request		Notional realisation price		Gross Realisation Proceeds
S\$950.00	-	S\$0.00	=	S\$950.00
Gross Realisation Proceeds		Realisation Charge (0%)		Net Realisation Proceeds

The above example is for illustrative purposes only and is purely hypothetical and is not a forecast or indication of any expectation of performance of the Fund.

12.5 Payment of realisation proceeds

The Net Realisation Proceeds shall normally be paid by cheque or credited to the Holder's SRS account, as applicable within six Business Days in Singapore from the Dealing Day (or such other period as may be allowed by the MAS) on which the realisation form is received and accepted by the Managers or their authorised agent or distributor unless the realisation of Units has been suspended in accordance with paragraph 15 of this Prospectus.

12.6 Limitation on realisations

The Managers may, with a view to protecting the interests of all Holders and with the approval of the Trustee, limit the total number of Units which Holders may realise and which the Managers are entitled to have cancelled pursuant to Clause 12 of the Deed on any Dealing Day to ten per cent. of the total number of Units then in issue (disregarding any Units which have been agreed to be issued), such limitation to be applied pro rata to all Holders who have validly requested realisations on such Dealing Day and the Managers, so that the proportion realised of each holding so requested to be realised or cancelled pursuant to Clause 12 of the Deed is the same for all the Holders and the Managers. Any Units which, by virtue of the powers conferred on the Managers by this paragraph 12.6, 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 12.6) on the next succeeding Dealing Day Provided That if on such next succeeding Dealing Day, the total number of Units to be cancelled or realised (as the case may be), including those carried forward from any earlier Dealing Day, exceeds such limit, the Managers shall be entitled to further carry forward the requests for realisation or cancellation (as the case may be) until such time as the total number of Units to be realised or cancelled (as the case may be) on a Dealing Day falls within such limit and Provided Further That any Units which have been carried over as aforesaid shall on any such succeeding Dealing Day be realised or cancelled in priority to any new Units due to be realised or cancelled on that Dealing Day.

If realisation requests are carried forward as aforesaid, the Managers shall, within seven days, give notice to the Holders affected thereby 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.

13. Switching of Units

13.1 The Managers shall be entitled to allow a Holder to switch his Units for units which may be subscribed for or purchased in any other Group Trust⁵ upon such terms and conditions as the Managers may from time to time determine in accordance with the provisions of the relevant trust deeds. Any switch shall be subject to the Holder maintaining a minimum holding of 1,000 Units or the number of Units which were or would have been 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 currency as the Managers may decide (rounded down to two decimal places) at the prevailing issue price at the time of the Holder's initial subscription or purchase of Units or such other number of Units or amount as may from time to time be determined by the Managers either generally or in any particular case or cases upon giving prior written notice to the Trustee rounded down to two decimal places.

13.2 The following provisions shall apply in regard to the switching of Units:-

- (i) The right of switching is exercisable by a Holder giving to the Managers a notice (in this paragraph 13.2 called a "**Switching Notice**") in such form as the Managers may from time to time require.
- (ii) Subject as hereinafter provided, the switching of the Units specified in the Switching Notice shall be made on the Common Switching Dealing Day (as defined below) on which the Switching Notice is received by the Managers up to the Dealing Deadline on such Common Switching Dealing Day and, for this purpose, a "**Common Switching Dealing Day**" is a day which is both a Dealing Day in relation to Units and a dealing day in relation to units of the Group Trust. If a Switching Notice is received on a day which is not a Common Switching Dealing Day, such Switching Notice shall be treated as having been received before the Dealing Deadline on the next Common Switching Dealing Day.
- (iii) No Units shall be switched during any period when the right of Holders to require the realisation of Units is suspended pursuant to Clause 13(F) of the Deed or on any Common Switching Dealing Day on which the number of Units that can be realised by any Holder is limited pursuant to Clause 13(G) of the Deed.
- (iv) A Holder shall not without the consent of the Managers be entitled to withdraw a Switching Notice duly made in accordance with this paragraph 13.2.
- (v) Any such switch shall be effected subject to the requirements set out in Clauses 10 and 13 of the Deed.
- (vi) For the purpose of any such switch each Unit to be surrendered shall be valued at the realisation price per Unit as calculated in accordance with Clause 13(F)(i) of the Deed and each Unit to be issued shall be valued at the issue price per Unit calculated in accordance with Clause 10 of the Deed.
- (vii) A switch for the purpose of this paragraph 13.2 of Units for units of a Group Trust shall be effected by the Holder surrendering his Units to the Managers who shall pay to the managers of the Group Trust concerned a sum representing the value of the surrendered Units calculated as aforesaid (after deducting any Realisation Charge payable) in consideration of the issue to that Holder of units in that Group Trust to the same value as the aforesaid sum representing surrendered Units (after deducting any subscription fee payable for the units of the Group Trust).
- (viii) The Trustee shall have no responsibility or liability to ensure that the provisions of the trust deed constituting the Group Trust relating to issue, realisation or switching of units are complied with.

⁵ "**Group Trust**" means a unit trust scheme the managers of which:-

- (i) are the Managers or a corporation under their control or under common control with them or at least 50 per cent. of the share capital of which is held by a corporation which is a shareholder of the Managers; and
- (ii) approve the terms of any switch which may be made pursuant to Clause 11 of the Deed.

14. Obtaining Prices of Units

The indicative issue price and realisation price of Units 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 issue price and realisation price quoted will generally be published two (2) Business Days after the relevant Dealing Day in Singapore dollars.

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 any 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.

15. Suspension of Dealing

15.1 Subject to the provisions of the Code, the Managers may, with the prior written approval of the Trustee, suspend the issue, realisation and valuation of Units during:

- (i) any period when the Recognised Stock Exchange or the OTC Market on which any Authorised Investments forming part of the Deposited Property for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;
- (ii) the existence of any state of affairs which, in the opinion of the Managers might seriously prejudice the interests of the Holders as a whole or of the Deposited Property;
- (iii) any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments or the current price thereof on that Recognised Stock Exchange or that OTC Market or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
- (iv) any period when remittance of money which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in the opinion of the Managers, be carried out at normal rates of exchange;
- (v) any 48 hour period (or such longer period as the Managers and the Trustee may agree) prior to the date of any meeting of Holders (or any adjournment thereof);
- (vi) any period where dealing of Units is suspended pursuant to any order or direction of the MAS;
- (vii) 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, or arising from pestilence, acts of war, terrorism, insurrection, revolutions, civil unrest, strikes or acts of God;
- (viii) exceptional circumstances, after having determined that a suspension is in the best interest of the Holders;
or
- (ix) such circumstances as may be required under the provisions of the Code.

15.2 Such suspension shall 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 subject to the provisions of the Code, shall terminate as soon as practicable when the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under paragraph 15.1 shall exist upon the declaration in writing thereof by the Managers (or, as the case may be, by the Trustee) and in any event, within such period as may be provided in the Code (including any extension of the period of suspension in accordance with the provisions of the Code). Subject to the provisions of the Code the Managers may with the approval of the Trustee suspend the realisation of Units during any period when the issue of Units is suspended pursuant to Clause 10(B)(v) or 10(G) of the Deed.

16. Performance of the Fund

16.1 Past performance of the Fund and benchmark as of 28 June 2013

	One Year	Three Years	Five Years	Ten Years	Since Inception ⁶
	(Average annual compounded return)				
Fund ⁷	14.01%	3.24%	0.72%	-0.38%	-4.28%
Fund ⁸	8.31%	1.49%	-0.31%	-0.89%	-4.65%
Benchmark ⁹	32.91%	15.98%	8.13%	4.59%	-7.95%

Source: Lipper, a Thomson Reuters Company, Bloomberg

[^] Taking into account the Subscription Fee

The benchmark of the Fund is a composite benchmark comprising of 3 indices: Bloomberg Asia Pacific Internet (10%), Bloomberg Euro Internet (10%), and Bloomberg US Internet (80%).

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

16.2 Expense ratio

The expense ratio for the year as of 31 December 2012 is 3.99%¹⁰.

16.3 Turnover ratio

The turnover ratio for the year as of 31 December 2012 is 89.31%¹¹.

⁶ Inception date is 12 June 2000.

⁷ Source: Lipper, Calculated in S\$ on a NAV-to-NAV basis as at 28 June 2013, 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.

⁸ Source: Lipper, Calculated in S\$ on a NAV-to-NAV basis as at 28 June 2013, 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.

⁹ Source: Bloomberg

¹⁰ The expense ratio is calculated in accordance with the requirements in the Investment Management Association of Singapore's guidelines on the disclosure of expense ratios (the "IMAS Guidelines") and based on figures in the Fund's latest audited accounts. The following expenses (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) tax deducted at source or arising on income received, including withholding tax;
- (e) front-end loads, back-end loads and other costs arising on the purchase or sale of a foreign unit trust or mutual fund; and
- (f) dividends and other distributions paid to the Holders.

¹¹ The turnover ratio is calculated based on the lesser of purchases or sales of underlying investments of the Fund expressed as a percentage of daily average net asset value.

17. Soft Dollar Commissions/Arrangements

The Managers may from time to time receive or enter into soft-dollar commissions or arrangements in the management of the Fund. The soft-dollar commissions or arrangements which the Managers may receive or enter into 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, the conduct of research or analysis, and custodian services in relation to the investments managed for the clients. Soft dollar commissions received shall not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries or direct money payment.

The Managers may not accept or enter into soft-dollar commissions or arrangements unless such soft-dollar commissions or arrangements shall reasonably assist them in their management of the Fund, provided that the Managers shall ensure at all times that best execution is carried out for the transactions and that no unnecessary trades are entered into in order to qualify for such soft-dollar commissions or arrangements.

The Managers will only accept soft dollar commissions or arrangements in accordance with applicable regulatory requirements and industry standards.

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.

18. Market Timing

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

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:

- Investment decisions for each fund are made impartially. There are no preferred customers or funds and all accounts are treated equally.
- The funds managed by the Managers are small relative to the size of the Internet and Internet-related markets.
- All investment ideas are shared equally among fund managers.
- The Managers subscribe to the Code of Ethics and the Standards of Professional Conduct as prescribed by the Chartered Financial Analyst Institute (“**CFA Institute**”) in U.S.A. CFA Institute is the primary professional organisation for security analysts, investment managers and others who are involved in the investment decision-making process. All Certified Financial Analyst charter holders of CFA Institute and candidates who are in pursuit of the charter, including those from Singapore, are expected to comply with CFA Institute standards. The Code of Ethics and the Standards of Professional Conduct are in place to ensure high ethical and professional standards of the investment professionals as well as fair treatment to the investing public.

- In addition, despite the possible overlap in the scope of investments, none of the funds are identical to one another and investment decisions are made according to the individual risk return characteristic of the fund.
- Most importantly, the Managers' usual fair and unbiased practice is to allocate investment between various funds which place the same orders simultaneously on a *pro rata* basis. However, should any potential conflict of interest arise from a situation of competing orders for the same securities, the Managers adopt an average pricing policy whereby orders that are partially fulfilled on a particular day shall be allotted proportionately among the funds based on their respective initial order size and such quantity allotted shall be at the average price of such investments on that particular day.

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 for their respective individual accounts or (in the case of the Managers and their related entities) for the account of another party (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 applicable laws and 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) (each a "**Related Corporation**" and collectively, the "**Related Corporations**"). 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 licensed to accept deposits. 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

Financial year-end and distribution of reports and accounts

The financial year-end for the Fund is 31 December. The annual report, annual accounts and the auditors' report on the annual accounts will be prepared and sent or made available to Holders within 3 months of the financial year-end (or such other period as may be permitted by the MAS). The semi-annual report and semi-annual accounts will be prepared and sent or made available to Holders within 2 months of the financial half-year end, i.e., 30 June (or such other period as may be permitted by the MAS).

21. Other Material Information

21.1 Information on investments

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

21.2 Distribution of income and capital

The Managers shall have the absolute discretion to determine whether a distribution is to be made, and as and when the Managers shall decide, the Managers may by notice in writing direct the Trustee to distribute such part or all of the income, and if the Managers deem fit, such part or all of the net capital gain (if applicable) realised on the sale of investments in respect of the amount available for distribution for each relevant period at such time and in accordance with such method of calculation as the Trustee and Managers may agree having regard to the provisions of the Deed.

21.3 Exemptions from liability

- 21.3.1** The Trustee and the Managers shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.
- 21.3.2** The Trustee and the Managers shall incur no liability to the Holders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the Deed neither the Trustee nor the Managers shall be under any liability therefor or thereby.
- 21.3.3** Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any transfer or form of application, endorsement or other document 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.
- 21.3.4** Any indemnity expressly given to the Trustee or the Managers in the Deed is in addition to and without prejudice to any indemnity allowed by law; Provided Nevertheless That any provision of the Deed shall be void insofar as it would have the effect of exempting the Trustee or the Managers from or indemnifying them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties where they fail to show the degrees of diligence and care required of them having regard to the provisions of the Deed.
- 21.3.5** Nothing herein contained shall be construed so as to prevent the Managers and the Trustee in conjunction or the Managers or the Trustee separately from acting as managers or trustee of trusts 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.
- 21.3.6** 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.
- 21.3.7** 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 bearer or registered form, be paid or transferred to or to the order of the Trustee forthwith on receipt by the Managers and be dealt with as the Trustee may think proper for the purpose of providing for the safe custody thereof. The Trustee may from time to time upon notification in writing to the Managers appoint such person or persons as it thinks fit including itself or its associates as agents, nominees, custodians or sub-custodians in respect of any of the Deposited Property, and the fees and expenses of such agents, nominees, custodians and sub-custodians shall be paid out of the Deposited Property. Subject to Clause 26(D) of the Deed, the Trustee shall remain liable for any act or omission or any agent, nominee, custodian or sub-custodian with whom bearer Authorised Investments or documents of title to registered Authorised Investments are deposited as if the same were the act or omission of the Trustee. The Trustee may at any time procure that the Trustee, any officer of the Trustee jointly with the Trustee, any nominee appointed by the Trustee, any such nominees and the Trustee, any custodian, joint custodian, or sub-custodian appointed, any company operating or depository or recognised clearing system in respect of the Fund or any broker, financial institution or other person with whom the sum is deposited in order to satisfy any requirement to deposit margin or security, to take delivery of and retain and/or be registered as proprietor of any Authorised

Investment in registered form held upon trusts of the Deed. 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 with whom Authorised Investments are deposited in order to satisfy any margin requirement;
- (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 the Trustee has failed to exercise the degree of care and diligence required of a trustee under section 292 of the SFA in the selection, appointment and monitoring of such appointee (having regard to the market in which the relevant appointee is located) or the Trustee is in wilful default; and
- (iii) 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 not selected or appointed by it, except where the Trustee has failed to exercise reasonable skill and care under section 292 of the SFA.

21.4 Investment restrictions

The investment guidelines issued by the MAS under Appendix 1 of the Code, which guidelines may be amended from time to time, shall apply to the Fund.

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 applicable 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.

21.5 Holders' right to vote

21.5.1 A meeting of Holders duly convened and held in accordance with the provisions of the Schedule to the Deed shall be competent by Extraordinary Resolution:

- (i) to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Managers as provided in Clause 37 of the Deed;
- (ii) to sanction a supplemental deed increasing the maximum permitted percentage of the management fee or the remuneration of the Trustee;
- (iii) to terminate the Fund as provided in Clause 34(F) of the Deed;
- (iv) to remove the Auditors as provided in Clause 30(D) of the Deed;
- (v) to remove the Trustee as provided in Clause 31(C)(iv) of the Deed;
- (vi) to remove the Managers as provided in Clause 32(A)(v) of the Deed;
- (vii) to direct the Trustee to take any action (including the termination of the Fund) pursuant to Section 295 of the SFA; and
- (viii) to sanction any other matter which the Trustee and/or the Managers may consider necessary to lay before a meeting of Holders,

but shall not have any further or other powers.

21.6 Value

Except where otherwise expressly stated and subject always to the requirements of the Code, the value of the assets comprised in the Fund 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, last known transacted price or the last transacted price as at the last official close on such Recognised Stock Exchange or OTC Market before 5.00 p.m. Singapore time 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 the Managers shall inform the Holders of such change if required by the Trustee); where such Quoted Investment is listed, dealt or traded in more than one Recognised Stock Exchange or OTC Market, the Managers (or such person as the Managers shall appoint for the purpose) may in their absolute discretion select any one of such Recognised Stock Exchange or OTC Market for the foregoing purposes and, if there be no such official closing price, last known transacted price or last transacted price, the value shall be calculated by reference to the last available price quoted by responsible firms, corporations or associations on a Recognised Stock Exchange or an OTC 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);
- (B) an Unquoted Investment, shall be calculated by reference to where applicable (1) the initial value thereof being the amount expended in the acquisition thereof; (2) 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 particular market maker as the Managers may designate), as may be determined by the Managers to represent the fair value of such investment; or (3) the sale prices of recent public or private transactions in the same or similar investments, valuation of comparable companies or discounted cash flow analysis, as may be determined to represent the fair value of such Authorised Investment, and 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 a person approved by the Trustee as qualified to value such cash, deposits and similar assets) at their face value (together with accrued interest) unless, in the opinion of the Managers, any adjustment should be made to reflect the value thereof;
- (D) a unit or share in a unit trust or mutual fund or collective investment scheme shall be valued at the latest published or available net asset value per unit or share, or if no net asset value per unit or share is published or available, then at their latest available realisation price; and
- (E) an Investment other than as described above, shall be valued (by a person approved by the Trustee as qualified to value such an Investment) 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 (A), (B), (C), (D) and (E) above are not available, or if the value of the Authorised Investment determined in the manner described in (A), (B), (C), (D) or (E) above, in the opinion of the Managers, is not representative, then the value shall be such value as the Managers may with due care and in good faith consider in the circumstances to be fair value and is approved by the Trustee and the Managers shall inform the Holders of such change if required by the Trustee. For the purposes of this proviso, the “**fair value**” shall be determined by the Managers in consultation with a stockbroker or an approved valuer and with the approval of the Trustee.

In exercising in good faith the discretion given by the proviso above, the Managers shall not, subject to the provisions of the Code, assume any liability towards the Fund, and the Trustee shall not be under any liability in accepting the opinion of the Managers, notwithstanding that the facts may subsequently be shown to have been different from those assumed by the Managers.

In calculating the Value of the Deposited Property or any proportion thereof:

- (i) every Unit agreed to be issued by the Managers shall be deemed to be in issue and the Deposited Property shall be deemed to include not only cash or other assets in the hands of the Trustee but also the value of any cash, accrued interest on bonds or interest-bearing instruments or other assets to be received in respect of Units agreed to be issued after deducting therefrom or providing thereout the Subscription Fee and (in the case of Units issued against the vesting of Authorised Investments) any moneys payable out of the Deposited Property pursuant to Clause 10 of the Deed;
- (ii) where Authorised Investments have been agreed to be purchased or otherwise acquired or sold but such purchase, acquisition or sale has not been completed, such Authorised Investments shall be included or excluded and the gross purchase, acquisition or net sale consideration excluded or included as the case may require as if such purchase, acquisition or sale had been duly completed;
- (iii) where in consequence of any notice or request in writing given pursuant to Clause 12, 12A or 13 of the Deed a reduction of the Fund by the cancellation of Units is to be effected but such reduction has not been completed the Units in question shall not be deemed to be in issue and any amount payable in cash and the value of any Authorised Investments to be transferred out of the Deposited Property after deducting therefrom or providing thereout the realisation charge (if any) in pursuance of such reduction shall be deducted from the Value of the Deposited Property;
- (iv) there shall be deducted on a proportionate basis any amounts not provided for above which are payable out of the Deposited Property including:
 - (a) any amount of the management fee, the setting-up fee, the remuneration of the Trustee and any other expenses accrued but remaining unpaid;
 - (b) the amount of tax, if any, on capital gains (including any provision made for unrealised capital gains) accrued up to the end of the last Accounting Period (as defined in the Deed) and remaining unpaid;
 - (c) the amount in respect of tax, if any, on net capital gains realised during a current Accounting Period prior to the valuation being made as in the estimate of the Managers will become payable;
 - (d) the aggregate amount for the time being outstanding of any borrowings effected under Clause 16(C) of the Deed together with the amount of any interest and expenses thereon accrued pursuant to Clause 16(C)(v) of the Deed and remaining unpaid; and
 - (e) all such costs, charges, fees and expenses as the Managers may have determined pursuant to the provisions of the Deed;
- (v) there shall be taken into account such sum as in the estimate of the Managers will fall to be paid or reclaimed in respect of taxation related to Income up to the time of calculation of the Value of the Deposited Property;
- (vi) there shall be added the amount of any tax, if any, on capital gains estimated to be recoverable and not received;
- (vii) any Value (whether of an Authorised Investment, cash or a liability) otherwise than in Singapore dollars and any non-Singapore dollar borrowing shall be converted into Singapore dollars at the rate (whether official or otherwise) which the Managers shall after consulting with or in accordance with a method approved by the Trustee deem appropriate to the circumstances having regard inter alia to any premium or discount which may be relevant and to the costs of exchange;
- (viii) where the current price of an Authorised Investment is quoted “ex” dividend, interest or other payment but such dividend, interest or other payment has not been received the amount of such dividend, interest or other payment shall be taken into account; and
- (ix) there shall be taken into account such estimated sum approved by the Trustee as in the opinion of the Managers represents provision for any nationalisation, expropriation, sequestration or other restriction relating to the Deposited Property.

Provided That the Managers may, subject to the prior approval of the Trustee, and to the extent permitted by MAS, change the method of valuation provided in this definition and the Trustee shall determine if the Holders shall be informed of such change.

21.7 Duration and Termination of the Fund

21.7.1 The Fund constituted by the Deed is of indeterminate duration and may be terminated as provided in Clause 34 of the Deed.

21.7.2 The Trustee or the Managers may, in their absolute discretion terminate the Fund by not less than six months' notice in writing to the other given so as to expire at the end of the Accounting Period current at the end of the fifth year after the date of the Deed or any year thereafter. Either the Trustee or the Managers shall be entitled by notice in writing as aforesaid to make the continuation of the Fund beyond any such date conditional on the revision to its or their satisfaction at least three months before the relevant date of its or their remuneration hereunder. In the event that the Fund shall fall to be terminated or discontinued the Managers shall give notice thereof to all Holders not less than three months in advance. Subject as aforesaid the Fund shall continue until terminated in the manner hereinafter provided.

21.7.3 Subject to Section 295 of the SFA, the Fund may be terminated by the Trustee by notice in writing as hereinafter provided in any of the following events, namely:

- (i) if the Managers shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of their assets or if a judicial manager is appointed in respect of the Managers or if any encumbrancer shall take possession of any of their assets or if they shall cease business;
- (ii) if any law shall be passed, any authorisation withdrawn or revoked or the MAS issues any direction which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund;
- (iii) if within the period of three months from the date of the Trustee expressing in writing to the Managers the desire to retire the Managers shall have failed to appoint a new trustee within the terms of Clause 31 of the Deed;
- (iv) if within the period of three months from the date of the Trustee removing the Managers, the Trustee has failed to appoint new managers within the terms of Clause 32 of the Deed; or
- (v) if the MAS so directs pursuant to the SFA.

The decision of the Trustee in any of the events specified in this paragraph shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Fund pursuant to this paragraph or otherwise. The Managers shall accept the decision of the Trustee and relieve the Trustee of any liability to them therefor and hold it harmless from any claims whatsoever on their part for damages or for any other relief.

21.7.4 The Fund may be terminated by the Managers in their absolute discretion by notice in writing as hereinafter provided (i) on the third anniversary of the date of the Deed or on any date thereafter if on such date the aggregate Value of the Deposited Property shall be less than S\$5,000,000, (ii) if any law shall be passed, any authorisation withdrawn or revoked or the MAS issues any direction which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Fund or (iii) if the MAS so directs pursuant to the SFA.

21.7.5 The party terminating the Fund shall give notice thereof to the Holders fixing the date at which such termination is to take effect which date shall not be less than three months after the service of such notice and the Managers shall give written notice thereof to the MAS not less than seven days (or such other period as may be permitted by the MAS) before such termination.

21.7.6 The Fund may at any time after five years from the date of the Deed be terminated by Extraordinary Resolution¹² of a Meeting of the Holders duly convened and held in accordance with the provisions contained in the Schedule to the Deed and such termination shall take effect from the date on which the said Extraordinary Resolution is passed or such later date (if any) as the said Extraordinary Resolution may provide.

21.7.7 The Trustee may (with the consent of the Managers) remove the Fund to the jurisdiction of a country other than Singapore, if it appears to the Trustee to be beneficial to the Fund and in the interests of the Holders to do so. The circumstances in which the Trustee may exercise its discretion are limited to the outbreak of war or grave civil unrest threatening the safe maintenance of the banking system or securities market in Singapore.

21.8 Voting Rights in respect of the Deposited Property

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

However, notwithstanding the above, in respect of voting rights where the Managers may face a conflict, between their own interest and that of the Holders, the Managers shall cause such voting rights to be exercised in consultation with the Trustee.

The phrase “rights of voting” or the word “vote” used in this paragraph shall be deemed to include not only a vote at a meeting 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 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. 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

¹² An Extraordinary Resolution means a resolution proposed and passed as such by a majority consisting of seventy-five per cent. or more of the total number of votes cast for and against such resolution.

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大华全球互联网基金

发售计划说明书