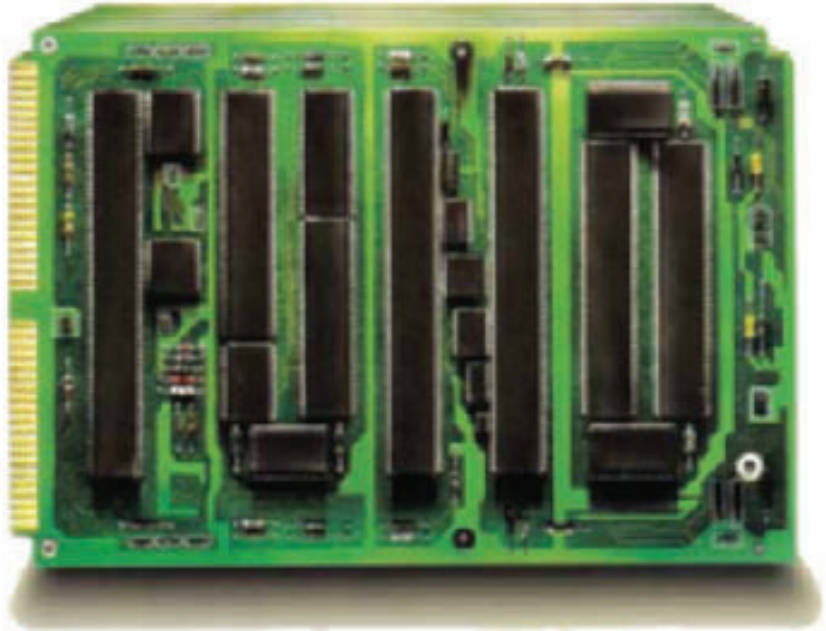


PROSPECTUS

United Global Technology Fund

UNITED GLOBAL TECHNOLOGY



UNITED GLOBAL TECHNOLOGY 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
Yeo Eng Cheong
Thio Boon Kiat

Trustee

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

Auditors

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

Custodian

State Street Bank and Trust Company
225 Franklin Street, Boston,
MA 02110, USA

Solicitors to the Managers

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

Solicitors to the Trustee

Shook Lin & Bok LLP
1, Robinson Road, #18-00, AIA Tower
Singapore 048542

UNITED GLOBAL TECHNOLOGY FUND

IMPORTANT INFORMATION

The managers of United Global Technology 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, that 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 consult the relevant provisions of the Deed and obtain independent professional advice in any event of any doubt or ambiguity relating thereto.

No application has been made for the Units to be listed on any stock exchange. There is no ready market for the Units. Investors may consequently only redeem their Units in accordance with and subject to the provisions of the Deed.

Potential investors should seek 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 or (d) any restrictions or requirements under the Central Provident Fund (“**CPF**”) (Investment Schemes) Regulations and the terms and conditions in respect of the CPF Investment Scheme issued by the CPF Board thereunder (as the same may be amended, modified or supplemented from time to time), 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.

Investors should also consider the risks of investing in the Fund which are summarised in paragraph 9 of this Prospectus.

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

UNITED GLOBAL TECHNOLOGY FUND

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UNITED GLOBAL TECHNOLOGY FUND

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

1. Basic Information

1.1 United Global Technology Fund

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

1.2 Date of Registration and Expiry Date of Prospectus

The date of registration of this Prospectus with the Authority is 24 July 2009. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 23 July 2010) and shall expire on 24 July 2010.

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 24 September 1997 and the parties to the Principal Deed are UOB Asset Management Ltd, as the managers of the Fund (the “**Managers**”) and HSBC Trustee (Singapore) Limited, as the trustee (the “**Retired Trustee**”). The Retired Trustee retired as the trustee of the Fund and HSBC Institutional Trust Services (Singapore) Limited was appointed as the new trustee of the Fund (the “**Trustee**”) pursuant to the Supplemental Deed of Appointment and Retirement of Trustee dated 15 December 2004.

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

Supplemental Deed	Dated	Purpose	Parties
Supplemental Deed	21 September 1998	To amend Clauses 1(A), 7, 9, 10, 11, 12, 13, 15, 16, 19, 21(A), 23, 24, 25 and 28 of the Principal Deed.	The Managers and the Retired Trustee
Second Supplemental Deed	17 March 1999	To amend Clauses 10, 15, 16, 27 and 28 of the Principal Deed.	The Managers and the Retired Trustee

Supplemental Deed	Dated	Purpose	Parties
Third Supplemental Deed	18 March 2002	To amend Clauses 10, 13 and 25 of the Principal Deed.	The Managers and the Retired Trustee
Fourth Supplemental Deed	25 July 2002	To amend Clauses 1(A), 9, 13(C), 15, 16, 40 and to insert a new Appendix to the Principal Deed.	The Managers and the Retired Trustee
Amending and Restating Deed	21 March 2003	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 Authority under the Code on Collective Investment Schemes on 23 May 2002 (as updated on 5 December 2002) and the CPF Investment Guidelines issued by the CPF Board on 1 September 2002.	The Managers and the Retired Trustee
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 Authority on 1 October 2002 (last updated on 26 June 2003)	The Managers and the Retired Trustee
Third Amending and Restating Deed	30 December 2003	To amend the deed to update the CPF Investment Guidelines (issued by the CPF Board on 15 September 2003)	The Managers and the Retired Trustee
Fourth Amending and Restating Deed	1 September 2004	To amend the deed to allow the Fund to accept foreign currencies for subscription and to pay out redemption proceeds in foreign currencies	The Managers and the Retired Trustee
Supplemental Deed of Appointment and Retirement of Trustee	15 December 2004	To retire HSBC Trustee (Singapore) Limited as the trustee of the Fund and to appoint HSBC Institutional Trust Services (Singapore) Limited as the new trustee of the Fund	The Managers, the Retired Trustee and HSBC Institutional Trust Services (Singapore) Limited (the " Trustee ")
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)	The Managers and the Trustee

Supplemental Deed	Dated	Purpose	Parties
Sixth Amending and Restating Deed	11 August 2006	To amend the deed to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law)	The Managers and the Trustee
Seventh Amending and Restating Deed	29 June 2007	To amend the Deed to, inter alia, reflect the change in the basis of quoting the prices of the Units from the existing dual-pricing basis to a single-pricing basis and the change in the maximum Subscription Fee in respect of investments into Units in the Fund (included in the CPF Investment Scheme (CPFIS)) using Central Provident Fund Board monies.	The Managers and the Trustee
Eighth Amending and Restating Deed	8 August 2007	To amend the Deed to update the investment guidelines for non-specialised funds issued by the MAS under the Code on Collective Investment Schemes on 23 May 2002 (last updated on 22 December 2006) and to comply with all applicable fiscal, statutory or official requirements (whether or not having the force of law).	The Managers and the Trustee
Ninth Amending and Restating Deed	29 May 2009	To amend the Deed to, inter alia, reduce the age of contractual capacity in consistency with recent amendments to the Civil Law Act, Chapter 43 of Singapore.	The Managers and the Trustee
Tenth Amending and Restating Deed	24 July 2009	To amend the Deed to, inter alia, update the definition of “Value” and Clause 26.	The Managers and the Trustee

The Principal Deed as amended by the Supplemental Deed, the Second Supplemental Deed, the Third Supplemental Deed, the Fourth Supplemental Deed, the Amending and Restating Deed, the Second Amending and Restating Deed, the Third Amending and Restating Deed, the Fourth Amending and Restating Deed, the Supplemental Deed of Appointment and Retirement of Trustee, 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 and the Tenth 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 persons claiming through such Holder as if such Holder had been a party to the Deed and as if the Deed contained covenants on such Holder to observe and be bound by the provisions of the Deed and an authorisation by each Holder to do all such acts and things as the Deed may require the Managers and/or the Trustee 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 at the operating address 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

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

UOBAM is a wholly-owned subsidiary of UOB Group. Established in 1986, UOBAM has been managing collective investment schemes and discretionary funds in Singapore for 23 years and as of 31 May 2009 manages about S\$10.10 billion in clients’ assets. UOBAM also has investment operations in Malaysia and Thailand.

UOBAM offers global investment management expertise to institutions, corporations and individuals, through customised portfolio management services and unit trusts. As at 31 May 2009, UOBAM manages 44 unit trusts in Singapore, with total assets of about S\$2.38 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 103 awards for investments in local, regional and global markets, and across global sectors such as Banking and Finance, Technology, Healthcare, as well as Gold and Mining.

As at 31 May 2009, UOBAM and its subsidiaries in the region have a staff strength of over 200 including 41 investment professionals in Singapore.

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

3. The Trustee and the Custodian

The Trustee is HSBC Institutional Trust Services (Singapore) Limited whose registered address is at 21, Collyer Quay, #14-01 HSBC Building, Singapore 049320.

The custodian of the Fund is State Street Bank and Trust Company, whose registered office is at 225 Franklin Street, Boston, MA 02110, U.S.A. and/or such other custodian as may be appointed from time to time in respect of the Fund or any of its assets (collectively or individually, the “**Custodian**”).

3.1 The Register of Holders

The registrar of the Fund is the Trustee. The Trustee has appointed the Managers, as the Trustee’s agent, to carry out and administer the Trustee’s duties in relation to the register of Holders (the “**Register**”). The Managers have, in turn appointed HSBC Securities Services (Transfer Agency) Pte Ltd as the sub registrar to maintain the Register for the Fund which will be kept and can be inspected at its office at 60 Alexandra Terrace #10-12/13, The Comtech, Singapore 118502 and is accessible to the public during normal business hours (subject to such reasonable restrictions as the registrar may impose).

A copy of the Register will also be kept at 156 Cecil Street #08-03 Far Eastern Bank Building Singapore 069544. The Register is conclusive evidence of the number of Units 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.

4. The Auditors

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

5. Fund Structure

The Fund is a non-specialised open-ended standalone unit trust constituted in Singapore.

6. Investment Objective, Focus and Approach

6.1 Investment Objective

The investment objective of the Fund is to achieve long-term capital appreciation by investing in securities of companies in the information technology sector globally i.e., computer hardware and software; multimedia products and services; data processing and services; and financial services companies disseminating market, economic and financial information and other companies involved extensively in other areas of technology such as biotechnology, agriculture and health-care.

6.2 Investment Focus and Approach

6.2.1 The Managers, comprising of a team of equity research analysts, are focused on uncovering the best possible growth prospects in today's technology markets. A major portion of the Fund is invested in the US and Europe. The Fund will also have exposure in major Asian countries such as Taiwan, Korea, Japan, etc. The geographical allocation may vary from time to time depending on the Managers' market outlook.

6.2.2 The investment process begins with a macro assessment of the investment environment. This assessment includes an economic overview that focuses on the economic cycle, inflation and interest rates. The potential impact upon the technology sectors invested in is then evaluated as it relates to the macro assessment.

6.2.3 Once the macro environment has been assessed, long term investment themes in technology and industries that are poised to benefit from key growth trends are identified. Such growth trends include the shift from wired communications networks to wireless networks and content digitization.

6.2.4 The Managers view the technology sector as being comprised of sub-sectors like computers, electronics, data communications, internet/services, telecommunications and software. In general, the Managers screen stocks within the investment universe that are posting at least 10-15% earnings growth and have experienced management teams with clearly articulated business strategies.

6.2.5 A company will be considered to be principally engaged in the information technology industries if at the time of investment the Managers determine that at least 50% of the company's assets, gross income or net profits are committed to, or derived from, those industries. A company will also be considered to be principally engaged in the information technology industries if the Managers consider that the company has the potential for capital appreciation primarily as a result of particular products, technology, patents or other market advantages in those industries.

6.2.6 “**Authorised Investments**” mean:

- (i) any Investment in or of companies principally engaged in the information technology industries in any part of the world;
- (ii) any Quoted Investment which is defined in the Deed as any Investment which is listed, quoted or dealt with on any Recognised Stock Exchange or OTC market;
- (iii) any Unquoted Investment which is defined in the Deed as any Investment which is not listed, quoted, or dealt with on any Recognised Stock Exchange or OTC market;
- (iv) for hedging purposes only, any index futures, foreign exchange transactions and forward rate transactions (including but not limited to currency options);
- (v) for the duration that the Fund shall be a CPFIS Included Fund, any investment for the time being included by the relevant authorities for the purposes of unit trust schemes included as CPFIS Included Funds under the CPFIS Regulations; and
- (vi) any other investments not covered by paragraphs (i) to (v) above but is selected by the Managers for the purpose of investment of the assets of the Fund and approved by the Trustee (such approval to be confirmed in writing).

6.2.7 “Investment” is defined in the Deed to mean 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.

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

6.2.9 “Recognised Stock Exchange” is defined in the Deed to mean any stock exchange, futures exchange, commodities 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.

6.2.10 “OTC Market” is defined in the Deed to mean 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.

6.3 Risk management procedures of the Managers

6.3.1 The Managers may use financial derivative instruments for the purposes of hedging existing positions in a portfolio or efficient portfolio management.

6.3.2 The Managers will ensure that the exposure of the Fund to financial derivative instruments will not at any time exceed 100% of the value of the Deposited Property of the Fund. Such exposure will be calculated by converting the derivative positions into equivalent positions in the underlying assets embedded in those derivatives.

6.3.3 Description of risk management and compliance procedures and controls adopted by the Managers:

- (i) The Managers will implement various procedures and controls to manage the risk of the assets of the Fund. The decision to invest in any particular security or instrument on behalf of the Fund will reflect the Managers’ judgment of the benefit of such transactions to the Fund and will be consistent with the Fund’s investment objectives in terms of risk and return.
- (ii) *Execution of Trades.* Prior to each trade, the Managers will ensure that the intended trade will comply with the stated investment 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 noncompliance will be reported to higher management and monitored for rectification.
- (iii) *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.
- (iv) *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. The Managers will restrict their dealings to those with counterparties that have a minimum long-term issuer credit rating of above BB+ by Standard and Poor's, an individual rating of above C by Fitch Inc or a financial strength rating of above C by Moody's Investors Service. If any approved counterparty fails this criterion subsequently, the Managers will take steps to unwind the Fund's position with that counterparty as soon as practicable.

- (v) *Volatility.* To the extent that the Fund has exposure to financial derivative instruments that allow a larger amount of exposure to a security for no or a smaller initial payment than the case when the investment is made directly into the underlying security, the value of the Fund's assets will have a higher degree of volatility. The Fund may use 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 6.3.2 above.
- (vi) *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 value of such instruments are available, and will conduct such verification on a regular basis, which is expected to be at least once a month.

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

7. Inclusion under the CPF Investment Scheme

The Fund is a unit trust included by the CPF Board ("**CPFIS Included Fund**") under the CPF Investment Scheme ("**CPFIS**"). The Fund has been classified by the CPF Board under the risk classification of "Higher Risk - Narrowly Focused - Sector - Technology.

The CPF Board currently pays a legislated minimum annual interest rate of 2.5% on monies in the CPF Ordinary Account. The CPF interest rate is based on the 12-month fixed deposit and month-end saving rates of the major local banks and is revised by the CPF Board quarterly. The interest is computed monthly and is credited and compounded annually.

The new interest rate for the Special, Medisave and Retirement Accounts ("**SMRA**") is pegged to the yield of 10-year Singapore government bond plus 1%. For 2009, the

minimum interest rate for the SMRA will be 4.0% per annum. After 2009, the 2.5% per annum minimum interest rate, as prescribed by the CPF Act, will apply to the SMRA.

In addition, the CPF Board pays an extra interest rate of 1% per annum on the first \$60,000 of a CPF member's combined balances, including up to \$20,000 in the CPF Ordinary Account. With effect from 1 May 2009, the first \$20,000 in the CPF Ordinary Account and the first \$30,000 in the CPF Special Account will not be allowed to be invested under the CPFIS.

Investors should note that the applicable interest rates for each of the CPF accounts may be varied by the CPF Board from time to time. Subscriptions using CPF monies shall at all times be subject to the regulations and such directives or requirements imposed by the CPF Board from time to time.

Investors should note that no new subscriptions for Units (including subscriptions under the RSP) shall be accepted using CPF monies with effect from 1 April 2008 (the "Effective Date"). The Fund will nevertheless remain as a CPFIS Included Fund.

8. Fees and Charges

Payable by Holder	
Subscription Fee	For Cash Units and Supplementary Retirement Scheme Units: Currently 5%. Maximum 5%.
Realisation Charge	Currently 0%; Maximum 2%.
Switching fee ¹	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 trustee fee	Currently 0.10% p.a. on the first S\$50 million; 0.075% p.a. on the next S\$50 million; 0.05% on the balance thereafter; maximum 0.10% p.a. (subject always to a minimum of S\$20,000 p.a.)
Annual registrar fee	S\$15,000 p.a.
Valuation and Accounting fee	0.125% p.a.
Audit fee* (payable to the Auditors), custodian fee** (payable to the custodian) and other fees***	Subject to agreement with the relevant parties. Each fee may exceed 0.1% p.a., depending on the proportion that each fee bears to the net asset value of the Fund.

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

*The audit fee payable is subject to agreement with the Auditors for the relevant 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 Fund.

*** Other fees and charges include printing costs, professional fees, goods and services tax and other out-of-pocket expenses. Based on the net asset value of the Fund as at 29 May 2009, the Managers anticipate that the foregoing fees and charges, including Trustee Fee, Audit Fee, Registrar Fee, Custody Fee, Valuation Fee, Other Expenses, Legal and Professional and Printing & Stationary for the current financial year (on the assumption that such fees and charges would be similar to that incurred in the previous financial year) would exceed 0.1% p.a. of the net asset value of the Fund.

As required by the Code on Collective Investment Schemes issued by the Authority (the “Code”), 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.

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

9.2.1 Market Risk

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.

9.2.2 Foreign Exchange Risk

The Fund is denominated in Singapore dollars. Where investments are made by the Fund in the form of foreign currency denominations, fluctuations of the exchange rates of other foreign currencies against the Singapore dollar may affect the value of the Units. In the management of the Fund, the Managers adopt an active currency management approach. However, the foreign currency exposure of the Fund may not be fully hedged depending on circumstances of each case. Such considerations 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.

9.2.3 Political Risk

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

9.2.4 Derivatives Risk

As the Fund may (subject to the Code) be investing in financial derivative instruments for efficient portfolio management or hedging, it will be subject to risks associated with such investments. These financial derivative instruments include foreign exchange forward contracts and equity index future contracts. Investments in financial derivative instruments may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Fund's investments may be liquidated at a loss. Therefore, it is essential that such investments in financial derivative instruments are monitored closely. The Managers have the necessary controls for investments in financial derivative instruments and have in place systems to monitor the derivative positions for the Fund. Please refer to paragraph 6.3 above for more information.

9.2.5 Liquidity Risk

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

9.2.6 Small Capitalisation Companies Risk

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

9.2.7 Single Country, Sector and Regional Risk

Investments in single country, sector or regional 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.

9.2.8 Others

Technology companies are subject to a rapid rate of change of technology, obsolescence and intense competition which is generally higher than other industries. These companies may also experience extreme earnings fluctuations which could be due to the seasonality factor. The Fund may from time to time invest in companies that possess promising technologies or patents which could reap rewards in the longer term. Therefore, investors should note that generally accepted valuation parameters (such as price/earnings ratio or enterprise value over EBITDA (earnings before interest, tax, depreciation and amortisation)) may not necessarily apply due to lack of a profitability track record. Instead, appropriate industry accepted valuation methods (such as price over sales) may be used and compared against comparable incumbents.

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 agents or distributors appointed by the Managers from time to time, or through automated teller machines (“ATMs”) (as and when ATM applications are made available by the Managers or their agents or distributors, if applicable), or through the Managers’ website at uobam.com.sg or any other 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 should note that no new subscriptions for Units shall be accepted using CPF monies with effect from the Effective Date.**

Investors wishing to use their SRS monies to purchase Units shall indicate so on the application form. Further, 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 approved distributors reserve the right to request for such information as is 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 its equivalent in US dollars or such other currency at the applicable rate of exchange as the Managers may decide and the minimum subsequent subscription amount is S\$500 or its equivalent in US dollars or such other currency at the applicable rate of exchange as the Managers may decide.

10.3 Dealing deadline and pricing basis

10.3.1 As Units are issued on a forward pricing basis the issue price of Units cannot be calculated at the time of application. For applications received and accepted by the Managers or any agent or distributor appointed by 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 after the Dealing Deadline on any Dealing Day or on a day not being a Dealing Day, Units will be issued at the issue price for the next Dealing Day.

The Managers shall be entitled to convert the issue price to a foreign currency at the applicable rate of exchange. The cost of the currency exchange, if any, will be borne by the investor. Currently, the Managers accept the 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 accept the purchase of Units in any other foreign currency and will quote the issue price in such currency at the applicable rate of exchange.

“**Dealing Day**” means every Business Day or such other day or days at such intervals as the Managers may from time to time determine with the prior consultation of the Trustee Provided That reasonable notice of any such

determination shall be given by the Managers to all Holders at such time and in such manner as the Trustee may approve. Provided That if on any day which would otherwise be a Dealing Day the Recognised Stock Exchange or OTC Market on which investments of the Trust having in aggregate values amounting to at least 50 % of the Value 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 or Sunday) on which commercial banks are open for business in Singapore or any other day as the Managers and the Trustee may agree in writing.

10.3.2 The issue price per Unit shall be ascertained by calculating the Value (as described in paragraph 21.7.2) per Unit as at the Valuation Point (defined in the Deed as 7 a.m. Singapore time on the day following 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) 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, subject to the prior approval of the Trustee, change the method of determining the issue price, and the Trustee shall determine if the Holders should be informed of such change. 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 rounding adjustment shall be retained by the Fund.

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 cash 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		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 the Prospectus before investing.

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 and minimum fund size

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 for SRS applications from the date of issue of Units. Units will not be issued until subscription monies have been received by the Trustee.

The Managers have the discretion to terminate the Fund if the aggregate Value of the Deposited Property shall be less than S\$5,000,000 on any date.

10.6 Cancellation of Initial Subscription of Units by Investors

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 Authority) from the date of his subscription.

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 realisation proceeds 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

The Managers have implemented a scheme for monthly investment in Units on the following basis. A Holder must have a minimum holding of 1,000 Units or the number of Units which would have been purchased for S\$1,000 (or such other number of Units as may be determined by the Managers) before embarking on a regular savings plan (“**RSP**”). The Holder may opt to invest a minimum sum of S\$100 (or such other amount as may be determined by the Managers) on a fixed day per month or S\$500 (or such other amount as may be determined by the Managers) on a fixed day per quarter through GIRO payment.

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

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

Investors should note that no new applications for RSP using CPF monies shall be accepted with effect from the Effective Date.

Payment for the RSP will be debited from the Holders' bank account or SRS account (as the case may be) on the 25th calendar day (or next Business Day if that day is not a Business Day) of (i) each month (in the case of monthly RSP subscriptions) and (ii) the last month of each calendar quarter (in the case of quarterly RSP subscriptions). The investment will be made on the same Business Day after payment has been debited for cash or SRS monies (as the case may be) with the allotment of Units made normally within two Business Days thereafter.

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

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

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

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 agent or distributor appointed by the Managers from time to time or through an ATM (as and when ATM realisations are made available by the Managers or their agents or distributors, if applicable), or through the Managers' website at uobam.com.sg or any other website designated by the Managers or any other sales channel, if applicable.

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 its equivalent in US dollars or 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).

12.3 Dealing deadline and pricing basis

12.3.1 Units are realised on a forward pricing basis. Therefore, the realisation price cannot be calculated at the time of request. For requests received and accepted by the Managers or any agent or distributor appointed by 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 Manager after the Dealing Deadline on any Dealing Day or on a day not being a Dealing Day, Units will be realised at the realisation price calculated for the next Dealing Day. The Managers shall be entitled to convert the realisation price to a foreign currency at the applicable rate of exchange. The cost of the currency exchange, if any, will be borne by the Holder. Currently, the Managers accept the purchase of Units in both Singapore dollars and US dollars and will quote the realisation price in Singapore dollars and its equivalent in US Dollars at the applicable rate of exchange. In future, the Managers may permit the realisation of Units in any other foreign currency and will quote the realisation price in such currency at the applicable rate of exchange.

12.3.2 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 change the method of determining the Realisation Price subject to the prior approval of the Trustee who shall determine if the Holders should be informed of such change. 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.

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.

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

12.4 Numerical example of calculation of realisation proceeds

The Net Realisation Proceeds payable to a Holder on the realisation of 1,000 Units, and on a notional realisation price of S\$0.950, will be calculated as follows:

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

12.5 Payment of realisation proceeds

Realisation proceeds shall normally be paid by cheque or credited to the Holder's SRS account, as applicable, within six Business Days in Singapore of the Dealing Day (or such other period as may be allowed by the Authority) following the receipt and acceptance of the realisation form by the Managers or their duly authorised agent or distributor unless the realisation of Units has been suspended in accordance with paragraph 15 of this Prospectus.

13. Switching of Units

The Managers shall be entitled to allow a Holder to switch his Units for units in other collective investment schemes managed by the Managers upon such terms and conditions as the Managers may from time to time determine in accordance with the provisions of the Deed.

Investors should note that no switching of units in other CPFIS Included Funds managed by the Managers for Units shall be allowed with effect from the Effective Date.

14. Obtaining Prices of Units

The indicative issue price and realisation price will be published in The Straits Times, The Business Times, Lianhe Zaobao, Today, Teletext and such other foreign publication 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 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 The Managers may, with the prior written approval of the Trustee, suspend the issue, realisation, cancellation 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) in respect of a meeting of the Holders which is proposed to be convened, 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 adjourned meeting thereof);
- (vi) any period when the dealing of Units is suspended pursuant to any order or direction of the Authority; or
- (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.

15.2 Such suspension shall take effect forthwith upon the declaration in writing thereof by the Managers to the Trustee (or, as the case may be, by the Trustee to the Managers) and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which the suspension is authorised under this paragraph 15 shall exist upon the declaration in writing thereof by the Managers (or, as the case may be, by the Trustee). The Trustee may instruct the Managers to temporarily suspend the realisation of Units during any period of consultation or adjustment of the realisation price in accordance with Clause 13(F)(ii) of the Deed.

16. Performance of the Fund

16.1 Past performance of the Fund and benchmark (as of 29 May 2009)

	One Year	Three Years (average annual compounded return)	Five Years (average annual compounded return)	Ten Years (average annual compounded return)	Since Inception ² (average annual compounded return)
Fund ³	-23.63%	-6.98%	-4.02%	-4.22%	-0.33%
Fund ⁴	-27.45%	-8.56%	-5.00%	-4.71%	-0.77%
Benchmark	-27.21%	-7.73%	-4.91%	-4.36%	0.15%

Source: Lipper, a Thomson Reuters Company.

The benchmark of the Fund since 1 January 2004 is the MSCI World Information Technology Index. The benchmark of the Fund at its inception was 20% Dow Jones Ex Japan Index & 80% NASDAQ Index and was changed from (i) 20% Dow Jones Ex Japan Index & 80% NASDAQ Index to 100% Dow Jones Technology Index with effect from 1 November 1998 as the Managers were of the view that this global index would better reflect the investment objectives of the Fund and (ii) Dow Jones Technology Index to the present MSCI World Information Technology Index with effect from 1 January 2004 as the Managers were of the view that the latter index would, amongst others, enable them to better assess or analyse the Fund's performance and risk due to the availability of comprehensive data on sector indices at MSCI.

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 2008 is 3.04%⁵.

² Inception date is 31 October 1997.

³ Calculated in S\$ on a NAV-to-NAV basis as at 29 May 2009, with all dividends and distributions reinvested (net of reinvestment charges). Performance figures show the percentage change since the inception date.

⁴ Calculated in S\$ on a NAV-to-NAV basis as at 29 May 2009, taking into account the Subscription Fee, with all dividends and distributions reinvested (net of reinvestment charges). Performance figures show the percentage change since the inception date.

⁵ 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 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) foreign exchange gains and losses of the Fund, whether realised or unrealised;
- (c) front-end loads, back-end loads and other costs arising from the purchase or sale of a foreign unit trust or mutual fund;
- (d) tax deducted at source or arising from income received, including withholding tax;
- (e) interest expense; and
- (f) dividends and other distribution paid to Holders.

16.3 Turnover ratio

The turnover ratio for the year as of 31 December 2008 is 33.89%⁶.

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 service 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 the transactions are executed on the best available terms taking into account the relevant market at the time for transactions of the kind and size concerned and that no unnecessary trades are entered into in order to qualify for such soft-dollar commissions or arrangements.

The Managers 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 rebates for their own account in respect of rebates earned when transacting in securities for account of the Fund.

18. Conflicts of Interest

18.1 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.
- All investment ideas are shared equally among fund managers.

⁶ 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.

- 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.

18.2 The Managers and the Trustee shall conduct all transactions for and on behalf of the Fund at arm’s length.

18.3 Associates of the Trustee may be engaged to provide banking, brokerage or financial services to the Fund. Such services, where provided, will be on an arm’s length basis.

19. 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 to Holders within three months of the financial year-end (or such other period as may be permitted by the Authority). The semi-annual report and semi-annual accounts will be prepared and sent within two months of the financial half-year end, i.e., 30 June (or such other period as may be permitted by the Authority).

20. 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	:	(65) 6532 3868
Email	:	uobam@uobgroup.com

21. Other Material Information

21.1 Market Timing

The Fund is designed and managed to support medium to long-term investments. In this regard, the Managers take a serious view of, and strongly discourage the practice of market timing (that is, investors conducting short-term buying or selling of Units to gain from inefficiencies in pricing) as such practices may cause an overall detriment to the long-term interest of other investors. In addition, short-term trading in Units increases the total transaction costs of the Fund, such as trading commission and other costs which are absorbed by all other investors. Moreover, the widespread practice of market timing may cause large movements of cash in the Fund which may disrupt the investment strategies to the detriment of long-term investors. For the reasons set out above, the Managers strongly discourage the practice of market timing and may implement internal measures to monitor and control such practice. If any internal measure to restrict the practice of market timing amounts to a significant change to the Fund (as provided in the Code), the Managers will inform Holders of such internal measure not later than one month before its implementation. The Managers intend to review their policy on market timing from time to time in a continuous effort to protect the long-term interests of investors in the Fund.

21.2 Information on investments

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

21.3 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.

21.4 Exemptions from liability

21.4.1 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.

21.4.2 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.

- 21.4.3** Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application, endorsement or other document 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.
- 21.4.4** Subject to paragraph 21.4.5 below, the Trustee shall remain liable for any act or omission of 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.
- 21.4.5** The Trustee may act upon any advice of or information obtained from the Managers or any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers of the Trustee or the Managers and the Trustee shall not be liable for anything done or omitted or suffered in reliance upon such advice or information provided the Trustee has acted in good faith. The Trustee shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, agent or other person as aforesaid or of the Managers. Any such advice or information may be obtained or sent by electronic mail, letter or facsimile and the Trustee shall not be liable for acting on any advice or information purported to be conveyed by any such electronic mail, letter or facsimile although the same contains some error or is not authentic.
- 21.4.6** The Trustee shall not be under any liability on account of anything done or suffered to be done by the Trustee in good faith in accordance with or in pursuance of any request or advice of the Managers (or such distributors and delegates appointed by the Managers). Whenever pursuant to any provision of the Deed, any certificate, notice, instruction or other communication is to be given by the Managers (or such distributors and delegates appointed by the Managers) to the Trustee the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Managers (or such

distributors and delegates appointed by the Managers) by any one person whose signature the Trustee is for the time being authorised by the Managers (or such distributors and delegates appointed by the Managers) under their common seal to accept and may act on verbal, electronically transmitted and telefacsimile instructions given by authorised officers of the Managers (or such distributors and delegates appointed by the Managers) specified in writing by the Managers (or such distributors and delegates appointed by the Managers) to the Trustee.

- 21.4.7** 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.
- 21.4.8** 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.
- 21.4.9** 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.
- 21.4.10** The Trustee shall be responsible for the safe custody of the Deposited Property. Any Authorised Investments forming part of the Deposited Property shall, if in bearer form, be held by or on behalf of or deposited with the Trustee for the purpose of safe custody. Any Authorised Investment in registered form shall, as soon as reasonably practicable after receipt of the necessary documents by the Trustee, be registered in the name of the Trustee or its nominee and shall remain so registered until disposed of pursuant to the provisions of this Deed. Subject as aforesaid the Trustee or its agents upon payment of a fee to be agreed upon shall retain the documents of title to all Authorised Investments held upon the trusts of this Deed in its possession in safe custody. Any expense of whatever nature incurred by the Trustee in effecting such registration or providing such safe custody shall be payable out of the Deposited Property of the Fund. Subject to Clause 26(D) of the Deed, the Trustee shall remain liable for any act or omission of 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.

21.5 Investment restrictions

The investment guidelines for non-specialised funds issued by the Authority under Appendix 1, Annex 1a and 1b of the Code and the CPF Investment Guidelines issued by the CPF Board, both of which guidelines may be amended from time to time, shall apply to the Fund.

The Managers may engage in securities lending transactions and invest in derivatives in the future and accordingly, may at such time in the future become subject to the provisions on securities lending and derivatives as set out in the Code and the CPF Investment Guidelines issued by the CPF Board.

21.6 Holders' right to vote

21.6.1 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 Trust 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)(iii) of the Deed;
- (vi) to remove the Managers as provided in Clause 32(A)(v) of the Deed; and
- (vii) to direct the Trustee to take any action (including the termination of the Fund) pursuant to Section 295 of the SFA,

but shall not have any further or other powers.

21.7 Valuation

21.7.1 The Value, except where otherwise expressly stated and subject always to the requirements of the Code, with reference to any Authorised Investments which are:

- (i) a Quoted Investment, shall be calculated, as the case may be, by reference to the official closing price, the last known transacted price or the last transacted price as at the last official close on such Recognised Stock Exchange or OTC Market before 5 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);

- (ii) 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, valuations 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;
- (iii) 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;
- (iv) a unit or share in a unit trust or mutual fund or collective investment scheme shall be valued at the latest published or available net asset value per unit or share, or if no net asset value per unit or share is published or available, then at their latest available realisation price; and
- (v) an Investment other than as described above, shall be valued (by a person approved by the Trustee as qualified to value such an Investment) 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 above are not available, or if the Value of the Authorised Investment determined in the manner described in (i), (ii), (iii), (iv) and (v) above, in the opinion of the Managers, is not representative of the Value of such Authorised Investment, then the Value shall be such value as the Managers may with due care and in good faith consider in the circumstances to be

fair 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 accordance with the Code.

The Managers may, to the extent permitted by the Authority, and subject to the prior approval of the Trustee, change the method of valuation provided in this paragraph 21.7.1, and the Trustee shall determine if the Holders should be informed of such change.

21.7.2 The Value of the Deposited Property or any proportion thereof shall be calculated in accordance with Clause 1 of the Deed, which includes the following adjustments:

- (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 the rounding adjustment (if any) and (in the case of Units issued against the vesting of Authorised Investments) any monies 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 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 Management Fee (as defined in Clause 23(A) of the Deed), 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 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 Dollars and any non-Dollar borrowing shall be converted into 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;
- (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; and
- (x) the Managers may, subject to the prior approval of the Trustee, and to the extent permitted by the Authority, change the method of valuation provided in this paragraph 21.7.2, and the Trustee shall determine if the Holders shall be informed of such change.

21.8 Termination of the Fund

21.8.1 Under the provisions of the Deed, subject to Section 295 of the SFA, the Fund may be terminated:

- (i) either by the Trustee or the Managers in their absolute discretion 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 Fund 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 under the Deed. 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;
- (ii) by the Trustee by notice in writing:
 - (a) 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;
 - (b) if any law shall be passed, any authorisation withdrawn or revoked or any direction issued by the Authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund; and
 - (c) 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;
- (iii) by the Managers in their absolute discretion by notice in writing:
 - (a) 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; or
 - (b) if any law shall be passed, any authorisation withdrawn or revoked or any direction issued by the Authority which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Fund; and

- (c) at any time after five years from the date of the Deed by Extraordinary Resolution of a meeting of the Holders duly convened and held in accordance with the provisions contained in the Schedule to the Deed.

The party terminating the Fund shall give notice thereof to the Holders fixing the date at which such termination is to take effect and such date shall not be less than three months after the service of such notice and the Managers shall give written notice thereof to the Authority not less than seven days before such termination.

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 hereunder are limited to the outbreak of war or grave civil unrest threatening the safe maintenance of the banking system or securities market in Singapore.

发售计划说明书

大华全球科技基金

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