

**UNITED MULTI-STRATEGY FUNDS —
OPPORTUNITY JAPAN (SGD) AND OPPORTUNITY JAPAN (USD)
GOAL 120+ (SGD) AND GOAL 120+ (USD)**

Table of Contents

Contents	Page
IMPORTANT INFORMATION	2
DIRECTORY	3
1. BASIC INFORMATION	4
2. THE MANAGERS	5
3. THE TRUSTEE	7
4. REGISTER OF HOLDERS	7
5. THE AUDITORS	7
6. SUB-FUND STRUCTURE	7
7. INVESTMENT OBJECTIVE, FOCUS AND APPROACH	7
8. FEES AND CHARGES	30
9. RISKS	32
10. SUBSCRIPTION OF UNITS	36
11. REALISATION OF UNITS	38
12. OBTAINING PRICES OF UNITS	40
13. SUSPENSION OF DEALING AND VALUATION	40
14. BENCHMARKS	41
15. SOFT DOLLAR COMMISSIONS / ARRANGEMENTS	41
16. CONFLICTS OF INTEREST	42
17. REPORTS	42
18. QUERIES AND COMPLAINTS	43
19. OTHER MATERIAL INFORMATION	43
APPENDIX - NON-SPECIALISED FUNDS INVESTMENT GUIDELINES	49

**UNITED MULTI-STRATEGY FUNDS —
OPPORTUNITY JAPAN (SGD) AND OPPORTUNITY JAPAN (USD)
GOAL 120+ (SGD) AND GOAL 120+ (USD)**

IMPORTANT INFORMATION

The managers of the United Multi-Strategy Funds (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, there are no other material 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 relating to the Fund (the “**Deed**”). Some of the information contained in this Prospectus is a summary of corresponding provisions in the Deed. Investors should refer to the Deed for further details and obtain independent professional advice in any event of any doubt or ambiguity relating thereto.

No application has been made for the units in the United Multi-Strategy Funds - Opportunity Japan (SGD), United Multi-Strategy Funds - Opportunity Japan (USD), United Multi-Strategy Funds - Goal 120+ (SGD) and United Multi-Strategy Funds - Goal 120+ (USD) (collectively the “**Sub-Funds**” and each a “**Sub-Fund**”) to be listed on any stock exchange. Any holder of units in a Sub-Fund (“**Units**”) may request the Managers to realise all or part of his holding of Units in accordance with and subject to the provisions of the Deed.

Investors should seek independent professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements or (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 in the Sub-Funds.

This Prospectus does not constitute an offer or solicitation in any jurisdiction where such offer or solicitation is not lawful, where the person making such offer or solicitation is not authorised to do so or to anyone to whom it is unlawful to make such an offer or solicitation.

Investors should also consider the risks of investing in the Sub-Funds which are summarised in Paragraph 9 of this Prospectus.

All enquiries in relation to the Sub-Funds or the Fund should be directed to the Managers or any agent or distributor appointed by the Managers.

**UNITED MULTI-STRATEGY FUNDS —
OPPORTUNITY JAPAN (SGD) AND OPPORTUNITY JAPAN (USD)
GOAL 120+ (SGD) AND GOAL 120+ (USD)**

DIRECTORY

Managers

UOB Asset Management Ltd
Registered address: 80, Raffles Place, UOB Plaza
Singapore 048624

Operating address:
80, Raffles Place, 4th Storey, UOB Plaza 2
Singapore 048624

Directors of the Managers

Terence Ong Sea Eng
Yeo Eng Cheong
Daniel Chan Choong Seng

Trustee

Dexia Trust Services Singapore Limited
9 Raffles Place, #42-01, Republic Plaza
Singapore 048619

Auditors

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

Solicitors to the Managers

Clifford Chance Wong
80 Raffles Place, #58-01, UOB Plaza 1,
Singapore 048624

Solicitors to the Trustee

Allen & Gledhill
36 Robinson Road, #18-01, City House,
Singapore 068877

With effect from 19 April 2004:
One Marina Boulevard, #28-00,
Singapore 018989

UNITED MULTI-STRATEGY FUNDS — OPPORTUNITY JAPAN (SGD) AND OPPORTUNITY JAPAN (USD) GOAL 120+ (SGD) AND GOAL 120+ (USD)

The collective investment schemes offered in this Prospectus, United Multi-Strategy Funds — Opportunity Japan (SGD) (the “**Opportunity Japan (SGD)**”), United Multi-Strategy Funds - Opportunity Japan (USD) (the “**Opportunity Japan (USD)**”), United Multi-Strategy Funds - Goal 120+ (SGD) (the “**Goal 120+ (SGD)**”) and United Multi-Strategy Funds - Goal 120+ (USD) (the “**Goal 120+ (USD)**”), (collectively the “**Sub-Funds**” and each a “**Sub-Fund**”) are authorised schemes 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 Opportunity Japan (SGD), Opportunity Japan (USD), Goal 120+ (SGD) or the Goal 120+ (USD). The meaning of terms not defined in this Prospectus can be found in the deed of trust constituting the United Multi-Strategy Funds (the “**Fund**”).

1. BASIC INFORMATION

1.1 The Fund

The Fund is an open-ended umbrella unit trust established in Singapore. An umbrella fund consists of a group of sub-funds under a single umbrella trust fund structure with each sub-fund having its own investment objective and focus and representing a separate portfolio of securities or obligations. Four Sub-Funds are currently established under the umbrella Fund. The managers of the Fund (the “**Managers**”) may establish other sub-funds under the umbrella Fund in the future.

1.2 The Sub-Funds

The Managers are currently offering units in four Sub-Funds, the Opportunity Japan (SGD), Opportunity Japan (USD), Goal 120+ (SGD) and the Goal 120+ (USD), during an offer period of approximately four to eight weeks in March to May 2004 (the “**Offer Period**”).

The Managers have the absolute discretion to decide on the dates on which the Offer Period will commence and end, as well as the discretion to have separate Offer Periods for each Sub-Fund, upon notification to the trustee of the Fund (the “**Trustee**”).

1.3 Date of Registration and Expiry Date of Prospectus

The date of registration of this Prospectus with the Authority is 24 March 2004. This Prospectus shall expire on 23 March 2005, i.e., 12 months after the date of registration.

1.4 Trust Deed

1.4.1 The deed of trust relating to the units of the Fund (“**Units**”) being offered to the public for subscription or purchase is dated 23 March 2004 (the “**Deed**”) and the parties to the Deed are UOB Asset Management Ltd, as the Managers, and Dexia Trust Services Singapore Limited, as the Trustee.

1.4.2 As of the date of registration of this Prospectus, the Deed has not been amended.

1.4.3 The terms and conditions of the Deed shall be binding on each holder of Units (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.

1.4.4 A copy of the Deed is available for inspection, free of charge, at all times during normal business hours, at the operating office of the Managers at 80 Raffles Place, 4th 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.

1.5 Reports and Accounts

As the Fund is newly established, there are no annual and semi-annual reports and annual and semi-annual accounts of the Fund available at the date of registration of this Prospectus.

2. THE MANAGERS

The Managers of the Fund are UOB Asset Management Ltd, whose registered office is at 80 Raffles Place, UOB Plaza, Singapore 048624.

UOB Asset Management Ltd (“**UOBAM**”) is a wholly-owned subsidiary of UOB Group. Established in 1986, UOBAM managed over S\$19.08 billion in clients’ funds as of 31 January 2004. UOBAM is one of the largest unit trust managers in Singapore in terms of assets under management.

UOBAM has been managing collective investment schemes and discretionary funds in Singapore for 17 years.

UOBAM offers global investment management expertise to institutions, corporations and individuals, through customised portfolio management services and unit trusts. Currently the company has 38 unit trusts (with a total of 57 funds and sub-funds altogether) in Singapore and 8 unit trusts in Malaysia, with total assets of about S\$3.08 billion under management as of 31 January 2004.

Our commitment towards achieving consistently good performance has won us a list of awards:

- At the 1996 Singapore's inaugural Fund of the Year Award organised by The Business Times, Money World Asia, and Standard Chartered Bank, UOBAM won 5 of the 7 awards. The overall best performing fund award was also awarded to UOBAM for its UniFund.
- At the 1997 Singapore's Fund of the Year Award organised by The Business Times and Standard Chartered Bank in association with Alfred Dunhill in partnership with Reuters and iMage Public Relations, UOBAM won 3 awards.
- At the 1998 Singapore's Fund of the Year Award organised by The Business Times and Standard Chartered Bank in association with Alfred Dunhill in partnership with Reuters and iMage Public Relations, UOBAM won 3 commendation awards. A commendation award is given to the best performing fund in its category
- Our United Regional Growth Fund and United Greater China Fund were given the best performance award for 1998 by the Hong Kong SAR based Benchmark Magazine.
- At the Singapore Investment Funds Awards 1999 organised by Standard Chartered Bank in association with Alfred Dunhill in partnership with Reuters and iMage Public Relations, UOBAM won 6 awards.
- At the Standard and Poor's Investment Funds Awards 2000 – Singapore organised by Standard and Poor's Fund Services, UOBAM won 4 awards.
- At the Singapore Investment Funds Awards 2000 organised by Standard Chartered Bank, Reuters and The BusinessTimes in association with Citigate Dewe Rogerson, iMage and Alfred Dunhill, UOBAM won 2 awards.
- At the Standard and Poor's Investment Funds Awards 2001 - Singapore organised by Standard and Poor's Fund Services, UOBAM won 2 awards.
- At the Singapore Investment Funds Awards 2001 organised by Standard Chartered Bank, The Business Times and Reuters, UOBAM won 5 awards.
- At the Standard and Poor's Investment Funds Awards – Singapore 2002 organised by Standard & Poor's Fund Services, UOBAM won 6 awards.
- At the Singapore Investment Funds Awards 2002 organised by Standard Chartered Bank, The Business Times and Reuters, UOBAM won 10 awards.
- At the Standard and Poor's Investment Funds Awards – Singapore 2003 organised by Standard & Poor's Fund Services, UOBAM won 5 awards.

- At the Standard and Poor's Investment Funds Awards – Singapore 2004 organised by Standard & Poor's Fund Services, UOBAM won 6 awards.
- At The Edge-Lipper Singapore Unit Trust Fund Awards 2003, UOBAM won a total of 13 awards, of which 12 were Fund Awards and 1 was a Fund Management Company Special Award.
- UOBAM has earned the distinction of being the most awarded fund manager in the Fund of Year Awards since the inception of the Awards.

The past performance of the Managers is not necessarily indicative of their future performance.

3. THE TRUSTEE

The Trustee of the Fund is Dexia Trust Services Singapore Limited, whose registered address is at 9 Raffles Place, #42-01, Republic Plaza, Singapore 048619.

4. REGISTER OF HOLDERS

The registrar of the Fund is UOB Asset Management Ltd. The registers of Holders of each Sub-Fund (the “**Registers**”) are kept and maintained at the operating office of UOB Asset Management Ltd, at 80 Raffles Place, 4th Storey, UOB Plaza 2, Singapore 048624, and are accessible to the public during normal business hours. Each Register is conclusive evidence of the number of Units held by each Holder and the details in a Register shall prevail in the event of any discrepancy between the entries in the Register and the details appearing on any statement of holding, unless the Holder proves to the satisfaction of the Managers and the Trustee that the Register is incorrect.

5. THE AUDITORS

The auditors of the Fund are PricewaterhouseCoopers of 8 Cross Street, #17-00, PWC Building, Singapore 048424 (the “**Auditors**”).

6. SUB-FUND STRUCTURE

The Opportunity Japan (SGD) and Opportunity Japan (USD) are non-specialised structured product funds and are denominated in Singapore dollars and US dollars respectively.

The Goal 120+ (SGD) and Goal 120+ (USD) are capital protected non-specialised structured product funds and are denominated in Singapore dollars and US dollars respectively.

7. INVESTMENT OBJECTIVE, FOCUS AND APPROACH

7.1 Investment Objective, Focus and Approach of the Opportunity Japan (SGD)

7.1.1 Investment Objective of the Opportunity Japan (SGD)

The investment objective of the Opportunity Japan (SGD) is to provide investors at the end of its five year Opportunity SGD Maturity Period on the Opportunity SGD Maturity Date with:

- (i) the return of capital invested plus a potential payout of a minimum of 40% to a maximum of 100% of capital invested (depending on the Final SGD Index Level) if:
 - the Nikkei 225 Index reaches or exceeds 140% of the Initial SGD Index Level (the “**SGD Lock Up Level**”) on any Observation Day during the Opportunity SGD Maturity Period; or
- (ii) the return of capital invested plus a potential payout of a minimum of 0% to a maximum of 40% of capital invested (depending on the Final SGD Index Level) if:
 - (a) the Nikkei 225 Index does not reach or exceed the SGD Lock Up Level on any Observation Day during the Opportunity SGD Maturity Period; and
 - (b) the Nikkei 225 Index does not fall to or below 70% of the Initial SGD Index Level (the “**SGD Barrier Level**”) on any Business Day during the Opportunity SGD Maturity Period(including the Opportunity SGD Maturity Date); or
- (iii) participation in the Nikkei 225 Index if:
 - (a) the Nikkei 225 Index does not reach or exceed the SGD Lock Up Level on any Observation Day during the Opportunity SGD Maturity Period; and
 - (b) the Nikkei 225 Index falls to or below the SGD Barrier Level on any Business Day during the Opportunity SGD Maturity Period(including the Opportunity SGD Maturity Date).

The “**Opportunity SGD Maturity Period**” means the five-year period starting from the Opportunity SGD Investment Date.

The “**Opportunity SGD Investment Date**” means the sixth Business Day after the close of the Offer Period of the Opportunity Japan (SGD) (or such other day as the Managers may determine after the close of the Offer Period).

A “**Business Day**” means any day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Singapore.

The “**Opportunity SGD Maturity Date**” means the last day of the Opportunity SGD Maturity Period, save that in the event that day is not a Business Day, the Opportunity SGD Maturity Date will be deemed to fall on the next following Business Day.

The “**Initial SGD Index Level**” means the level of the Nikkei 225 Index on the Opportunity SGD Investment Date.

An “**Observation Day**” means the last Business Day of a month on which the Nikkei 225 Index is open for normal operations.

The “**Final SGD Index Level**” means the level of the Nikkei 225 Index on the Opportunity SGD Maturity Date.

7.1.2 Investment Focus and Approach of the Opportunity Japan (SGD)

Investments

To achieve its investment objectives, the Opportunity Japan (SGD) will invest a substantial portion of its assets in a combination of the following:

- (i) One or more collateralised debt obligations (“**CDOs**”) issued by financial institutions with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody’s or A- by Standard & Poor’s and/or special purpose companies. The CDOs will have minimum long-term issue rating A- by Fitch Inc, A3 by Moody’s or A- by Standard & Poor’s.

Each CDO is a structured note entering into derivative transactions providing for a payout linked to an underlying portfolio of reference credits, which credits will be rated at least BBB- by Standard & Poor’s or equivalent.

- (ii) One or more credit-linked notes (“**CLNs**”) issued by financial institutions with a minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody’s or A- by Standard & Poor’s.

Each CLN is a note whose principal and interest is linked to the credit events of its underlying reference entity. The reference entity underlying the CLN will have minimum long-term issuer rating of BBB- by Fitch Inc, Baa3 by Moody’s or BBB- by Standard & Poor’s.

- (iii) Other debt securities issued by corporations, governments, government agencies or supranationals.
- (iv) Deposits with financial institutions with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody’s or A- by Standard & Poor’s.

In the event that the Opportunity Japan (SGD) invests in CDOs and CLNs, it will be exposed to the default risks of the issuers of the CDOs and CLNs, as well as the default risks of the underlying reference credits of the CDOs and the reference entities of the CLNs. Please see Paragraph 9.2.6 below for more details on such risks.

All future cashflow streams arising from interest payment and principal repayment from the CDOs, CLNs, other debt securities and deposits will be used to (i) make any payment under the Opportunity SGD Swap (as defined

below), including any downside participation of the Nikkei 225 Index and (ii) provide for the realisation proceeds on the Opportunity SGD Maturity Date.

After deducting all fees and expenses, the Managers envisage that the net assets of the Sub-Fund will initially be invested in CDOs, CLNs and/or other debt securities and deposits.

Participation in the Nikkei 225 Index

To provide investors with the participation to the Nikkei 225 Index, the Opportunity Japan (SGD) will enter into an equity swap linked to the performance of the Nikkei 225 Index (the “**Opportunity SGD Swap**”).

The Opportunity SGD Swap will be entered into with a bank or a financial institution with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

Realisation proceeds upon maturity

The amount of realisation proceeds which the Opportunity Japan (SGD) is expected to provide to investors on the Opportunity SGD Maturity Date depends on the performance of the Nikkei 225 Index as follows:

- (a) If the Nikkei 225 Index reaches or exceeds the SGD Lock Up Level (i.e. 140% of the Initial SGD Index Level) on the close of business on any Observation Day during the Opportunity SGD Maturity Period, this 40% increase will be “locked up” such that the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:
- the capital invested[#], plus
 - a payout of a minimum of 40% to a maximum of 100% of capital invested.

The actual amount of the payout will depend on the Final SGD Index Level.

If the Final SGD Index Level is above 140% of the Initial SGD Index Level, the amount of the payout will be calculated in accordance with the following formula, subject to a maximum payout of 100% of capital invested:

$$\text{Capital invested} \times \frac{\text{Final SGD Index Level} - \text{Initial SGD Index Level}}{\text{Initial SGD Index Level}}$$

If the Final SGD Index Level is below or equal to 140% of the Initial SGD Index Level, the amount of the payout will be equivalent to 40% of capital invested.

- (b) If the Nikkei 225 Index does not reach the SGD Lock Up Level on the close of business on any Observation Day during the Opportunity SGD Maturity Period and does not fall to or below the SGD Barrier Level on the close of business on any Business Day during the Opportunity SGD Maturity Period (including the Opportunity SGD Maturity Date), the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:
- the capital invested[#], plus
 - a potential payout of a minimum of 0% to a maximum of 40% of capital invested.

The actual amount of the potential payout will depend on the Final SGD Index Level.

If the Final SGD Index Level is above 100% of the Initial SGD Index Level, the amount of the payout will be calculated in accordance with the following formula:

$$\text{Capital invested} \times \frac{\text{Final SGD Index Level} - \text{Initial SGD Index Level}}{\text{Initial SGD Index Level}}$$

If the Final SGD Index Level is below or equal to 100% of the Initial SGD Index Level, there will be no potential payout.

- (c) If the Nikkei 225 Index does not reach the SGD Lock Up Level on the close of business on any Observation Day during the Opportunity SGD Maturity Period and falls to or below the SGD Barrier Level on the close of business on any Business Day during the Opportunity SGD Maturity Period (including the Opportunity SGD Maturity Date), the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:
- an amount based on participation in the Nikkei 225 Index and calculated in accordance with the following formula:

$$\text{Capital invested} \times \frac{\text{Final SGD Index Level}}{\text{Initial SGD Index Level}}$$

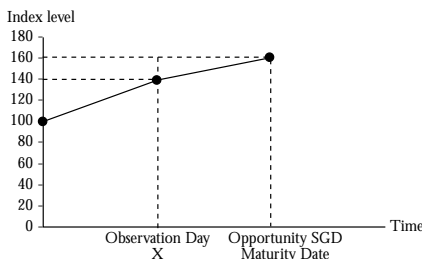
The realisation proceeds which investors will receive on the Opportunity SGD Maturity Date are subject principally to the default and credit risks of the issuers of the debt securities and the counterparty of the swap which the Opportunity Japan (SGD) invests in. In the event of a default by the issuers of the debt securities or the counterparty of the swap, investors may not get back their capital invested. Please see Paragraph 9 which sets out the risks of investing in the Sub-Fund in more detail.

Investors should note that the Sub-Fund is not a capital protected fund.

The Opportunity Japan (SGD) is not related or associated with, or sponsored, endorsed, sold or promoted by, the Nikkei 225 Index or the owner of such index.

Illustrations of the possible realisation proceeds the Opportunity Japan (SGD) may provide to investors on the Opportunity SGD Maturity Date

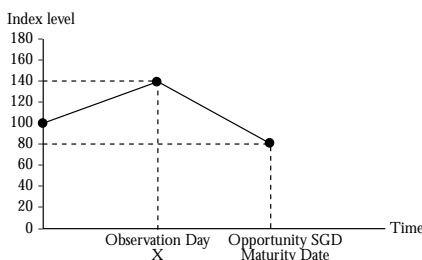
Scenario (a)(i):



Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#], plus
- a payout of 60% of capital invested.

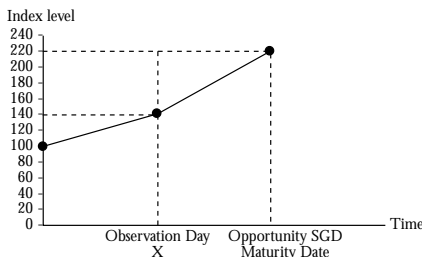
Scenario (a)(ii):



Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:

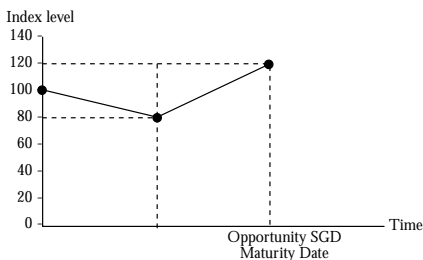
- the capital invested[#], plus
- a payout of 40% of capital invested.

Scenario (a)(iii):



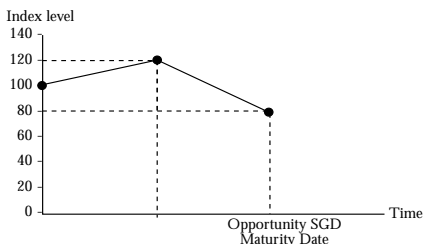
Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#], plus
- a payout of 100% of capital invested.

Scenario (b)(i):

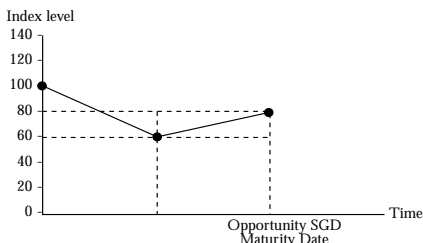
Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#], plus
- a payout of 20% of capital invested.

Scenario (b)(ii):

Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#].

Scenario (c):

Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity SGD Maturity Date with realisation proceeds equivalent to:

- 80% of capital invested.

[#] The realisation proceeds which investors will receive on the Opportunity SGD Maturity Date are subject principally to the default and credit risks of the issuers of the debt securities and the counterparty of the swap which the Opportunity Japan (SGD) invests in. In the event of a default by the issuers of the debt securities or the counterparty of the swap, investors may not get back their capital invested. Please see Paragraph 9 which sets out the risks of investing in the Sub-Fund in more detail.

Investors should note that the Sub-Fund is not a capital protected fund.

Investors should note that the above scenarios are for illustrative purposes only and do not in any way represent any forecast or projection of performance.

7.2 Investment Objective, Focus and Approach of the Opportunity Japan (USD)

7.2.1 Investment Objective of the Opportunity Japan (USD)

The investment objective of the Opportunity Japan (USD) is to provide investors with:

- (i) an initial payout of 2.5% of capital invested on Opportunity Anniversary Date 1 (the initial payout may be increased by up to 0.5%¹ to be determined by the Managers after the close of the Offer Period, depending on the prevailing interest rates) and,

at the end of its five year Opportunity USD Maturity Period on the Opportunity USD Maturity Date with:

- (ii) the return of capital invested plus a potential payout of a minimum of 40% to a maximum of 100% of capital invested (depending on the Final USD Index Level) if:
 - (a) the Nikkei 225 Index reaches or exceeds 140% of the Initial USD Index Level (the “**USD Lock Up Level**”) on any Observation Day during the Opportunity USD Maturity Period; or
- (iii) the return of capital invested plus a potential payout of a minimum of 0% to a maximum of 40% of capital invested (depending on the Final USD Index Level) if:
 - (a) the Nikkei 225 Index does not reach or exceed the USD Lock Up Level on any Observation Day during the Opportunity USD Maturity Period; and
 - (b) the Nikkei 225 Index does not fall to or below 70% of the Initial USD Index Level (the “**USD Barrier Level**”) on any Business Day during the Opportunity USD Maturity Period(including the Opportunity USD Maturity Date); or
- (iv) participation in the Nikkei 225 Index if:
 - (a) the Nikkei 225 Index does not reach or exceed the USD Lock Up Level on any Observation Day during the Opportunity USD Maturity Period; and
 - (b) the Nikkei 225 Index falls to or below the USD Barrier Level on any Business Day during the Opportunity USD Maturity Period(including the Opportunity USD Maturity Date).

¹ The exact percentage of the initial payout will be available 30 days after the close of the Offer Period. Investors can find out the percentage of the initial payout by logging onto the Managers’ website at www.uobam.com.sg or by checking with the relevant distributor.

The “**Opportunity USD Maturity Period**” means the five-year period starting from the Opportunity USD Investment Date.

The “**Opportunity USD Investment Date**” means the sixth Business Day after the close of the Offer Period of the Opportunity Japan (USD) (or such other day as the Managers may determine after the close of the Offer Period).

The “**Opportunity USD Maturity Date**” means the last day of the Opportunity USD Maturity Period, save that in the event that day is not a Business Day, the Opportunity USD Maturity Date will be deemed to fall on the next following Business Day.

The “**Initial USD Index Level**” means the level of the Nikkei 225 Index on the Opportunity USD Investment Date.

The “**Final USD Index Level**” means the level of the Nikkei 225 Index on the Opportunity USD Maturity Date.

The “**Opportunity Anniversary Date 1**” means the date one year from the Opportunity USD Investment Date, save that in the event that date is not a Business Day, the Opportunity Anniversary Date 1 will be deemed to fall on the next following Business Day.

7.2.2 Investment Focus and Approach of the Opportunity Japan (USD)

Investments

To achieve its investment objectives, the Opportunity Japan (USD) will invest a substantial portion of its assets in a combination of the following:

- (i) One or more CDOs issued by financial institutions with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's and/or special purpose companies. The CDOs will have minimum long-term issue rating A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

Each CDO is a structured note entering into derivative transactions providing for a payout linked to an underlying portfolio of reference credits, which credits will be rated at least BBB- by Standard & Poor's or equivalent.

- (ii) One or more CLNs issued by financial institutions with a minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

Each CLN is a note whose principal and interest is linked to the credit events of its underlying reference entity. The reference entity underlying the CLN will have minimum long-term issuer rating of BBB- by Fitch Inc, Baa3 by Moody's or BBB- by Standard & Poor's.

- (iii) Other debt securities issued by corporations, governments, government agencies or supranationals.
- (iv) Deposits with financial institutions with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

In the event that the Opportunity Japan (USD) invests in CDOs and CLNs, it will be exposed to the default risks of the issuers of the CDOs and CLNs, as well as the default risks of the underlying reference credits of the CDOs and the reference entities of the CLNs. Please see Paragraph 9.2.6 below for more details on such risks.

All future cashflow streams arising from interest payment and principal repayment from the CDOs, CLNs, other debt securities and deposits will be used to (i) make any payment under the Opportunity USD Swap (as defined below), including any downside participation of the Nikkei 225 Index and (ii) provide for the realisation proceeds on the Opportunity USD Maturity Date.

After deducting all fees and expenses, the Managers envisage that the net assets of the Sub-Fund will initially be invested in CDOs, CLNs and/or other debt securities and deposits.

Participation in the Nikkei 225 Index

To provide investors with the participation to the Nikkei 225 Index, the Opportunity Japan (USD) will enter into an equity swap linked to the performance of the Nikkei 225 Index (the “**Opportunity USD Swap**”).

The Opportunity USD Swap will be entered into with a bank or a financial institution with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

Initial Payout

The initial payout of the Opportunity Japan (USD) will be in the form of cash distributions of income or capital or both income and capital from the Sub-Fund, as the Managers may in their absolute discretion decide. Investors can expect to receive the initial payment within six weeks of the Opportunity Anniversary Date 1.

Realisation proceeds upon maturity

The amount of realisation proceeds which the Opportunity Japan (USD) is expected to provide to investors on the Opportunity USD Maturity Date depends on the performance of the Nikkei 225 Index as follows:

- (a) If the Nikkei 225 Index reaches or exceeds the USD Lock Up Level (i.e. 140% of the Initial USD Index Level) on the close of business on any Observation Day during the Opportunity USD Maturity Period,

this 40% increase will be “locked up” such that the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:

- the capital invested#, plus
- a payout of a minimum of 40% to a maximum of 100% of capital invested.

The actual amount of the payout will depend on the Final USD Index Level.

If the Final USD Index Level is above 140% of the Initial USD Index Level, the amount of the payout will be calculated in accordance with the following formula, subject to a maximum payout of 100% of capital invested:

$$\text{Capital invested} \times \frac{\text{Final USD Index Level} - \text{Initial USD Index Level}}{\text{Initial USD Index Level}}$$

If the Final USD Index Level is below or equal to 140% of the Initial USD Index Level, the amount of the payout will be equivalent to 40% of capital invested.

- (b) If the Nikkei 225 Index does not reach the USD Lock Up Level on the close of business on any Observation Day during the Opportunity USD Maturity Period and does not fall to or below the USD Barrier Level on the close of business on any Business Day during the Opportunity USD Maturity Period including the Opportunity USD Maturity Date), the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:

- the capital invested#, plus
- a potential payout of a minimum of 0% to a maximum of 40% of capital invested.

The actual amount of the potential payout will depend on the Final USD Index Level.

If the Final USD Index Level is above 100% of the Initial USD Index Level, the amount of the payout will be calculated in accordance with the following formula:

$$\text{Capital invested} \times \frac{\text{Final USD Index Level} - \text{Initial USD Index Level}}{\text{Initial USD Index Level}}$$

If the Final USD Index Level is below or equal to 100% of the Initial USD Index Level, there will be no potential payout.

- (c) If the Nikkei 225 Index does not reach the USD Lock Up Level on the close of business on any Observation Day during the Opportunity USD Maturity Period and fall to or below the USD Barrier Level on the close of business on any Business Day during the Opportunity USD Maturity Period including the Opportunity USD Maturity Date), the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:
- an amount based on participation in the Nikkei 225 Index and calculated in accordance with the following formula:

$$\text{Capital invested} \quad \times \quad \frac{\text{Final USD Index Level}}{\text{Initial USD Index Level}}$$

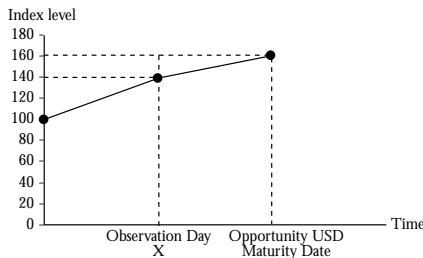
The realisation proceeds which investors will receive on the Opportunity USD Maturity Date are subject principally to the default and credit risks of the issuers of the debt securities and the counterparty of the swap which the Opportunity Japan (USD) invests in. In the event of a default by the issuers of the debt securities or the counterparty of the swap, investors may not get back their capital invested. Please see Paragraph 9 which sets out the risks of investing in the Sub-Fund in more detail.

Investors should note that the Sub-Fund is not a capital protected fund.

The Opportunity Japan (USD) is not related or associated with, or sponsored, endorsed, sold or promoted by, the Nikkei 225 Index or the owner of such index.

Illustrations of the possible realisation proceeds the Opportunity Japan (USD) may provide to investors on the Opportunity USD Maturity Date

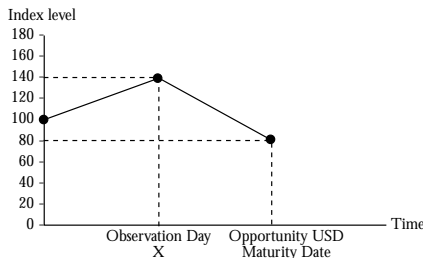
Scenario (a)(i):



Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#], plus
- a payout of 60% of capital invested.

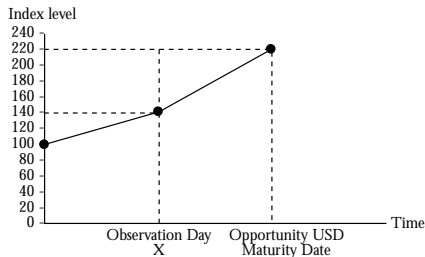
Scenario (a)(ii):



Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#], plus
- a payout of 40% of capital invested.

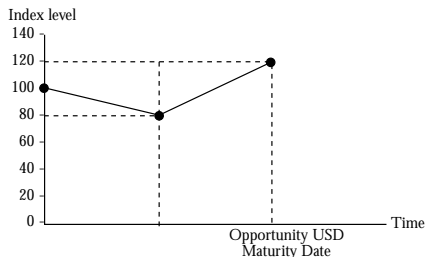
Scenario (a)(iii):



Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#], plus
- a payout of 100% of capital invested.

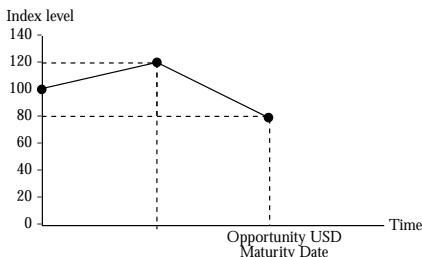
Scenario (b)(i):



Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#], plus
- a payout of 20% of capital invested.

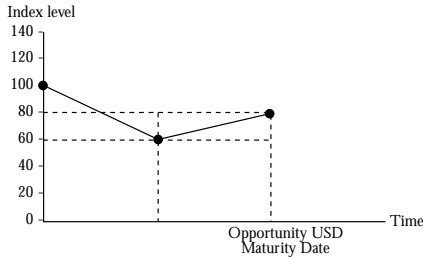
Scenario (b)(ii):



Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:

- the capital invested[#].

Scenario (c):



Assuming that the performance of the Nikkei 225 Index is as shown in the graph above, the Sub-Fund is expected to provide investors on the Opportunity USD Maturity Date with realisation proceeds equivalent to:

- 80% of capital invested.

The realisation proceeds which investors will receive on the Opportunity USD Maturity Date are subject principally to the default and credit risks of the issuers of the debt securities and the counterparty of the swap which the Opportunity Japan (USD) invests in. In the event of a default by the issuers of the debt securities or the counterparty of the swap, investors may not get back their capital invested. Please see Paragraph 9 which sets out the risks of investing in the Sub-Fund in more detail.

Investors should note that the Sub-Fund is not a capital protected fund.

Investors should note that the above scenarios are for illustrative purposes only and do not in any way represent any forecast or projection of performance.

7.3 Investment Objective, Focus and Approach of the Goal 120+ (SGD)

7.3.1 Investment Objective of the Goal 120+ (SGD)

The investment objective of the Goal 120+ (SGD) is to provide investors with:

- 100% capital protection on the Goal SGD Maturity Date or on the Goal SGD Anniversary Date on which the SGD Trigger Event is achieved, whichever is earlier (the “**Goal SGD Termination Date**”);
- an initial payout of 9% of capital invested on Goal SGD Anniversary Date 1 (the initial payout may be increased by up to 1%² to be determined by the Managers after the close of the Offer Period, depending on the prevailing interest rates);
- a fixed payout of 0.8% of capital invested on each Goal SGD Anniversary Date starting from Goal SGD Anniversary Date 2, until (but not including) the Goal SGD Anniversary Date on which the SGD Trigger Event is achieved or until (and including, if the SGD Trigger Event is not achieved) the Goal SGD Maturity Date, whichever is earlier; and

² The exact percentage of the initial payout will be available 30 days after the close of the Offer Period. Investors can find out the percentage of the initial payout by logging onto the Managers’ website at www.uobam.com.sg or by checking with the relevant distributor.

- (iv) if the SGD Trigger Event is achieved on any Goal SGD Anniversary Date (including the Goal SGD Maturity Date) after Goal SGD Anniversary Date 1, a bonus payout of 12% of capital invested on that Goal SGD Anniversary Date on which the SGD Trigger Event is achieved, upon which the Sub-Fund will be terminated.

The “**Goal SGD Maturity Date**” means the last day of the Goal SGD Maturity Period, save that in the event that day is not a Business Day, the Goal SGD Maturity Date will be deemed to fall on the next following Business Day.

The “**Goal SGD Maturity Period**” means the ten-year period starting from the Goal SGD Investment Date.

The “**Goal SGD Investment Date**” means the sixth Business Day after the close of the Offer Period of the Goal 120+ (SGD) (or such other day as the Managers may determine after the close of the Offer Period).

A “**Goal SGD Anniversary Date**” means any annual anniversary of the Goal SGD Investment Date from the first anniversary to the tenth anniversary of the Goal SGD Investment Date, save that in the event that date is not a Business Day, the Goal SGD Anniversary Date will be deemed to fall on the next following Business Day.

The “**SGD Trigger Event**” means each of the Korea Stock Price 200 Composite Index (“**KOSPI 200**”), Nikkei 225 Index (“**N225**”) and Hang Seng Index (“**HSI**”) reaching 130% or above of their respective levels on the Goal SGD Investment Date.

The Goal 120+ (SGD) is not related or associated with, or sponsored, endorsed, sold or promoted by the KOSPI 200, N225 or HSI, or the respective owners of these indices.

7.3.2 Investment Focus and Approach of the Goal 120+ (SGD)

Goal SGD Anniversary Date	Payouts during the life of the Goal 120+ (SGD)
1	9% Initial Payout (may be increased by up to 1% to be determined by the Managers after the close of the Offer Period, depending on the prevailing interest rates).
2	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If SGD Trigger Event is not achieved</u> : 0.8% Fixed Payout. Sub-Fund continues to year 3.</p>

3 A performance fee is payable to the Managers if the SGD Trigger Event is achieved. Please see Paragraph 8 for more details on the performance fee.

Goal SGD Anniversary Date	Payouts during the life of the Goal 120+ (SGD)
3	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If SGD Trigger Event is not achieved</u> : 0.8% Fixed Payout. Sub-Fund continues to year 4.</p>
4	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If SGD Trigger Event is not achieved</u> : 0.8% Fixed Payout. Sub-Fund continues to year 5.</p>
5	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If SGD Trigger Event is not achieved</u> : 0.8% Fixed Payout. Sub-Fund continues to year 6.</p>
6	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If SGD Trigger Event is not achieved</u> : 0.8% Fixed Payout. Sub-Fund continues to year 7.</p>
7	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If SGD Trigger Event is not achieved</u> : 0.8% Fixed Payout. Sub-Fund continues to year 8.</p>
8	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If SGD Trigger Event is not achieved</u> : 0.8% Fixed Payout. Sub-Fund continues to year 9.</p>
9	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If SGD Trigger Event is not achieved</u> : 0.8% Fixed Payout. Sub-Fund continues to year 10.</p>
10 (i.e. Goal SGD Maturity Date)	<p><u>If SGD Trigger Event is achieved</u> ³ : Return of capital invested plus 12% Bonus Payout. Sub-Fund matures.</p> <p><u>If SGD Trigger Event is not achieved</u> : Return of capital invested plus 0.8% Fixed Payout. Sub-Fund matures.</p>

3 A performance fee is payable to the Managers if the SGD Trigger Event is achieved. Please see Paragraph 8 for more details on the performance fee.

Capital Protection

In order to provide investors with the return of 100% of capital invested (the “**Capital Protected Value**”) on the Goal SGD Termination Date, the Goal 120+ (SGD) will invest a substantial portion of its assets in a combination of the following:

- (i) One or more CDOs issued by financial institutions with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's and/or special purpose companies. The CDOs will have minimum long-term issue rating A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

Each CDO is a structured note entering into derivative transactions providing for a payout linked to an underlying portfolio of reference credits, which credits will be rated at least BBB- by Standard & Poor's or equivalent.

- (ii) One or more CLNs issued by financial institutions with a minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

Each CLN is a note whose principal and interest is linked to the credit events of its underlying reference entity. The reference entity underlying the CLN will have minimum long-term issuer rating of BBB- by Fitch Inc, Baa3 by Moody's or BBB- by Standard & Poor's.

- (iii) Other debt securities issued by corporations, governments, government agencies or supranationals.
- (iv) Deposits with financial institutions with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

In the event that the Goal 120+ (SGD) invests in CDOs and CLNs, it will be exposed to the default risks of the issuers of the CDOs and CLNs, as well as the default risks of the underlying reference credits of the CDOs and the reference entities of the CLNs. Please see Paragraph 9.2.6 below for more details on such risks.

All future cashflow streams arising from interest payment and principal repayment from the CDOs, CLNs, other debt securities and deposits will be used to provide the principal protection.

After deducting all fees and expenses for the maximum ten-year maturity period, the Managers envisage that the net assets of the Sub-Fund will initially be invested in CDOs, CLNs and/or other debt securities and deposits.

Participation in the upside of three indices

To provide investors with the fixed payouts and potentially gain the bonus payout, the Goal 120+ (SGD) will enter into an equity swap linked to the performance of the KOSPI 200, N225 and HSI (the “**Goal SGD Swap**”).

The Goal SGD Swap will be entered into with a bank or a financial institution with minimum long-term issuer rating of A- by Fitch Inc. A3 by Moody's or A- by Standard & Poor's, and is structured to allow the Sub-Fund to benefit from the upside of the KOSPI 200, N225 and HSI. This swap strategy allows participation in the upside of these indices, yet provides downside protection in relation to the negative performance of these indices.

Early termination on achieving SGD Trigger Event

The Goal 120+ (SGD) has a maximum maturity period of 10 years, which may be terminated early if the SGD Trigger Event is achieved on any Goal SGD Anniversary Date after Goal SGD Anniversary Date 1.

Payouts

The initial payout and fixed payouts of the Goal 120+ (SGD) will be in the form of cash distributions of income or capital or both income and capital from the Sub-Fund, as the Managers may in their absolute discretion decide. Investors can expect to receive the initial payout and fixed payouts within six weeks of the relevant Goal SGD Anniversary Date.

Investors should note that the Goal 120+ (SGD) is not a guaranteed fund as the capital protection is provided by CDOs, CLNs, debt securities and/or deposits and not by a guarantee. No guarantee is given, express or implied, that investors will receive the payouts on the relevant Goal SGD Anniversary Dates or the Capital Protected Value on the Goal SGD Termination Date.

For example, in the event that there is a default by the issuers of the CDOs, CLNs, debt securities, or deposits, or a default by the underlying reference credits of the CDOs or reference entities of the CLNs, Holders will only be able to realise their Units on the Goal SGD Termination Date at the net asset value per Unit, which may be lower than the Capital Protected Value per Unit.

Investors should also note that only those who hold all their Units in the Goal 120+ (SGD) until the Goal SGD Termination Date will be entitled to receive the Capital Protected Value on that date.

7.4 Investment Objective, Focus and Approach of the Goal 120+ (USD)

7.4.1 Investment Objective of the Goal 120+ (USD)

The investment objective of the Goal 120+ (USD) is to provide investors with:

- (i) 100% capital protection on the Goal USD Maturity Date or on the Goal USD Anniversary Date on which the USD Trigger Event is achieved, whichever is earlier (the “**Goal USD Termination Date**”);

- (ii) an initial payout of 11% of capital invested on Goal USD Anniversary Date 1 (the initial payout may be increased by up to 1%⁴ to be determined by the Managers after the close of the Offer Period, depending on the prevailing interest rates);
- (iii) a fixed payout of 1.15% of capital invested on each Goal USD Anniversary Date starting from Goal USD Anniversary Date 2, until (but not including) the Goal USD Anniversary Date on which the USD Trigger Event is achieved or until (and including, if the USD Trigger Event is not achieved) the Goal USD Maturity Date, whichever is earlier; and
- (iv) if the USD Trigger Event is achieved on any Goal USD Anniversary Date (including the Goal USD Maturity Date) after Goal USD Anniversary Date 1, a bonus payout of 12% of capital invested on that Goal USD Anniversary Date on which the USD Trigger Event is achieved, upon which the Sub-Fund will be terminated.

The “**Goal USD Maturity Date**” means the last day of the Goal USD Maturity Period, save that in the event that day is not a Business Day, the Goal USD Maturity Date will be deemed to fall on the next following Business Day.

The “**Goal USD Maturity Period**” means the ten-year period starting from the Goal USD Investment Date.

The “**Goal USD Investment Date**” means the sixth Business Day after the close of the Offer Period of the Goal 120+ (USD) (or such other day as the Managers may determine after the close of the Offer Period).

A “**Goal USD Anniversary Date**” means any annual anniversary of the Goal USD Investment Date from the first anniversary to the tenth anniversary of the Goal USD Investment Date, save that in the event that date is not a Business Day, the Goal USD Anniversary Date will be deemed to fall on the next following Business Day.

The “**USD Trigger Event**” means each of the KOSPI 200, N225 and HSI reaching 130% or above of their respective levels on the Goal USD Investment Date.

The Goal 120+ (USD) is not related or associated with, or sponsored, endorsed, sold or promoted by the KOSPI 200, N225 or HSI, or the respective owners of these indices.

⁴ The exact percentage of the initial payout will be available 30 days after the close of the Offer Period. Investors can find out the percentage of the initial payout by logging onto the Managers’ website at www.uobam.com.sg or by checking with the relevant distributor.

7.4.2 Investment Focus and Approach of the Goal 120+ (USD)

Goal USD Anniversary Date	Payouts during the life of the Goal 120+ (USD)
1	11% Initial Payout (may be increased by up to 1% to be determined by the Managers after the close of the Offer Period, depending on the prevailing interest rates).
2	<u>If USD Trigger Event is achieved</u> ⁵ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund. <u>If USD Trigger Event is not achieved</u> : 1.15% Fixed Payout. Sub-Fund continues to year 3.
3	<u>If USD Trigger Event is achieved</u> ⁵ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund. <u>If USD Trigger Event is not achieved</u> : 1.15% Fixed Payout. Sub-Fund continues to year 4.
4	<u>If USD Trigger Event is achieved</u> ⁵ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund. <u>If USD Trigger Event is not achieved</u> : 1.15% Fixed Payout. Sub-Fund continues to year 5.
5	<u>If USD Trigger Event is achieved</u> ⁵ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund. <u>If USD Trigger Event is not achieved</u> : 1.15% Fixed Payout. Sub-Fund continues to year 6.
6	<u>If USD Trigger Event is achieved</u> ⁵ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund. <u>If USD Trigger Event is not achieved</u> : 1.15% Fixed Payout. Sub-Fund continues to year 7.
7	<u>If USD Trigger Event is achieved</u> ⁵ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund. <u>If USD Trigger Event is not achieved</u> : 1.15% Fixed Payout. Sub-Fund continues to year 8.
8	<u>If USD Trigger Event is achieved</u> ⁵ : Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund. <u>If USD Trigger Event is not achieved</u> : 1.15% Fixed Payout. Sub-Fund continues to year 9.

⁵ A performance fee is payable to the Managers if the USD Trigger Event is achieved. Please see Paragraph 8 for more details on the performance fee.

Goal USD Anniversary Date	Payouts during the life of the Goal 120+ (USD)
9	<p><u>If USD Trigger Event is achieved</u> ⁵ :</p> <p>Return of capital invested plus 12% Bonus Payout. Early termination of Sub-Fund.</p> <p><u>If USD Trigger Event is not achieved</u> :</p> <p>1.15% Fixed Payout. Sub-Fund continues to year 10.</p>
10 (i.e. Goal USD Maturity Date)	<p><u>If USD Trigger Event is achieved</u> ⁵ :</p> <p>Return of capital invested plus 12% Bonus Payout. Sub-Fund matures.</p> <p><u>If USD Trigger Event is not achieved</u> :</p> <p>Return of capital invested plus 1.15% Fixed Payout. Sub-Fund matures.</p>

Capital Protection

In order to provide investors with the Capital Protected Value of 100% of capital invested on the Goal USD Termination Date, the Goal 120+ (USD) will invest a substantial portion of its assets in a combination of the following:

- (i) One or more CDOs issued by financial institutions with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's and/or special purpose companies. The CDOs will have minimum long-term issue rating A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

Each CDO is a structured note entering into derivative transactions providing for a payout linked to an underlying portfolio of reference credits, which credits will be rated at least BBB- by Standard & Poor's or equivalent.

- (ii) One or more CLNs issued by financial institutions with a minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

Each CLN is a note whose principal and interest is linked to the credit events of its underlying reference entity. The reference entity underlying the CLN will have minimum long-term issuer rating of BBB- by Fitch Inc, Baa3 by Moody's or BBB- by Standard & Poor's.

- (iii) Other debt securities issued by corporations, governments, government agencies or supranationals.
- (iv) Deposits with financial institutions with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's.

⁵ A performance fee is payable to the Managers if the USD Trigger Event is achieved. Please see Paragraph 8 for more details on the performance fee.

In the event that the Goal 120+ (USD) invests in CDOs and CLNs, it will be exposed to the default risks of the issuers of the CDOs and CLNs, as well as the default risks of the underlying reference credits of the CDOs and the reference entities of the CLNs. Please see Paragraph 9.2.6 below for more details on such risks.

All future cashflow streams arising from interest payment and principal repayment from the CDOs, CLNs, other debt securities and deposits will be used to provide the principal protection.

After deducting all fees and expenses for the maximum ten-year maturity period, the Managers envisage that the net assets of the Sub-Fund will initially be invested in CDOs, CLNs and/or other debt securities and deposits.

Participation in the upside of three indices

To provide investors with the fixed payouts and potentially gain the bonus payout, the Goal 120+ (USD) will enter into an equity swap linked to the performance of the KOSPI 200, N225 and HSI (the “**Goal USD Swap**”).

The Goal USD Swap will be entered into with a bank or a financial institution with minimum long-term issuer rating of A- by Fitch Inc, A3 by Moody's or A- by Standard & Poor's, and is structured to allow the Sub-Fund to benefit from the upside of the KOSPI 200, N225 and HSI. This swap strategy allows participation in the upside of these indices, yet provides downside protection in relation to the negative performance of these indices.

Early termination on achieving USD Trigger Event

The Goal 120+ (USD) has a maximum maturity period of 10 years, which may be terminated early if the USD Trigger Event is achieved on any Goal USD Anniversary Date after Goal USD Anniversary Date 1.

Payouts

The initial payout and fixed payouts of the Goal 120+ (USD) will be in the form of cash distributions of income or capital or both income and capital from the Sub-Fund, as the Managers may in their absolute discretion decide. Investors can expect to receive the initial payout and fixed payouts within six weeks of the relevant Goal USD Anniversary Date.

Investors should note that the Goal 120+ (USD) is not a guaranteed fund as the capital protection is provided by CDOs, CLNs, debt securities and/or deposits and not by a guarantee. No guarantee is given, express or implied, that investors will receive the payouts on the relevant Goal USD Anniversary Dates or the Capital Protected Value on the Goal USD Termination Date .

For example, in the event that there is a default by the issuers of the CDOs, CLNs, debt securities, or deposits, or a default by the underlying reference credits of the CDOs or reference entities of the CLNs, Holders will only be

able to realise their Units on the Goal USD Termination Date at the net asset value per Unit, which may be lower than the Capital Protected Value per Unit.

Investors should also note that only those who hold all their Units in the Goal 120+ (USD) until the Goal USD Termination Date will be entitled to receive the Capital Protected Value on that date.

7.5 Authorised Investments

The authorised investments of the Sub-Funds (“**Authorised Investments**”) include the following:

- (i) any Quoted Investment;
- (ii) any Unquoted Investment;
- (iii) any Investment in any currency;
- (iv) any Investment which is a unit, share, interest or participation in an underlying entity;
- (v) any Investment which is a futures, option, forward, swap, collar, floor or other derivative;
- (vi) the currency of any country or any contract for the spot purchase or sale of any such currency or for hedging purposes, any foreign exchange transaction or any forward contract of such currency;
- (vii) in the case of any Sub-Fund included under the CPF Investment Scheme, any investment for the time being permitted under the CPF Investment Guidelines to be invested in by collective investment schemes included under the CPF Investment Scheme; or
- (viii) any other Investment not covered by paragraphs (i) to (vii) of this definition but selected by the Managers for investment of the deposited property of the relevant Sub-Fund and approved by the Trustee.

An “**Investment**” means any share, stock, warrant, option or other stock purchase right, interest-bearing instrument, bond, discount bond, note, discount note, exchange fund note, debenture, debenture stock, banker’s acceptance, debt security, loan, loan convertible into security, loan stock, money market instrument, certificate of deposit, currency deposit, commercial paper, promissory note, unit or sub-unit in any unit trust scheme, share or participation in a mutual fund, share or other interest in a real estate investment trust company, share or unit or sub-unit or participation or other interest in any collective investment scheme, treasury bill, trade bill, bill of exchange, fixed or floating rate debt instrument, futures, forward, swap, floor, cap, collar or other derivative or derivative transactions, index and forward currency exchange

contract, futures contract, contract for derivatives or other derivative or financial transaction or any other instrument or security (all the foregoing denominated in any currency) which may be selected by the Managers for the purpose of investment of the deposited property of any Sub-Fund or which may for the time being form part thereof.

A “**Quoted Investment**” means any Investment which is listed, quoted or dealt with on any Recognised Stock Exchange or OTC Market.

An “**Unquoted Investment**” means any Investment which is not quoted, listed or dealt with on any Recognised Stock Exchange or OTC Market.

“**Recognised Stock Exchange**” means any stock exchange, futures exchange and organised securities exchange on which securities are regularly invested 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 part of the world dealing in the Authorised Investment which the Managers may from time to time elect.

“**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.

8. FEES AND CHARGES

<i>Fees and charges payable by investors of the Opportunity Japan (SGD) and Opportunity Japan (USD)</i>	
Preliminary charge	Nil.
Realisation charge	Nil.

<i>Fees payable by each of the Opportunity Japan (SGD) and Opportunity Japan (USD) to Managers and Trustee</i>	
Management fee (payable to Managers)	<u>Opportunity Japan (SGD)</u> Up to a maximum of 6% of Capital Raised, to be charged upfront in respect of the entire five-year maturity period of the Sub-Fund. <u>Opportunity Japan (USD)</u> Up to a maximum of 6.5% of Capital Raised, to be charged upfront in respect of the entire five-year maturity period of the Sub-Fund.
Trustee fee (payable to Trustee)	0.04% p.a. (Total of 0.2% of Capital Raised, to be charged upfront in respect of the entire five-year maturity period of each Sub-Fund).

“Capital Raised” in relation to a Sub-Fund means the total amount of monies received by the Managers for the subscription of Units in that Sub-Fund at the close of the Offer Period, excluding any Preliminary Charge.

Investors should note that the management fees and trustee fees for the entire maturity period of the Opportunity Japan (SGD) and Opportunity Japan (USD) will be charged upfront as soon as practicable after the close of the Offer Period. Holders of the Opportunity Japan (SGD) and Opportunity Japan (USD) will have to bear such fees for the entire Opportunity SGD Maturity Period or Opportunity USD Maturity Period (as the case may be), even if they redeem their Units before the Opportunity SGD Maturity Date or Opportunity USD Maturity Date (as the case may be).

<i>Fees payable by investors of the Goal 120+ (SGD) and Goal 120+ (USD) to Managers and Trustee</i>	
Preliminary Charge	<u>Goal 120+ (SGD)</u> 3% <u>Goal 120+ (USD)</u> 4%
Realisation Charge	Nil.

<i>Fees payable by each of Goal 120+ (SGD) and Goal 120+ (USD) to Managers and Trustee</i>	
Management fee (payable to Managers)	Currently up to 0.2% p.a. Maximum 0.2% p.a.
Trustee fee (payable to Trustee)	Currently 0.04% p.a. Maximum 0.1% p.a.
Performance fee (payable to Managers)	1% of capital invested if: <ul style="list-style-type: none"> the SGD Trigger Event occurs on Goal SGD Anniversary Date 2, 3, 4 or 5 (for the Goal 120+ (SGD)) or the USD Trigger Event occurs on Goal USD Anniversary Date 2, 3, 4 or 5 (for the Goal 120+ (USD)). 0.5% of capital invested if: <ul style="list-style-type: none"> the SGD Trigger Event occurs on Goal SGD Anniversary Date 6, 7, 8, 9 or 10 (for the Goal 120+ (SGD)) or the USD Trigger Event occurs on Goal USD Anniversary Date 6, 7, 8, 9 or 10 (for the Goal 120+ (USD)).

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 Sub-Funds will be borne by the Managers and not charged to the deposited property of the Sub-Funds.

9. RISKS

9.1 General risks

As an investment in a Sub-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 from them, may fall or rise. Investors should note that they may not get back their original investment. **No guarantee is given, express or implied, that investors will receive back their original investment.**

9.2 Specific risks

Investors in the Sub-Funds should carefully consider the following risks (such risks apply equally to all Sub-Funds unless specified otherwise):

9.2.1 Market risks

The usual risks of investing and participating in listed and unlisted securities apply. Prices of securities may go up or down in response to changes in economic conditions, interest rates and the market's perception of securities. These may cause the price of Units in a Sub-Fund to go up or down as the price of Units is based on the current market value of the investment of the Sub-Fund.

There are usual risks of investing in bonds and other fixed income securities. Bond prices may go up or down in response to interest rates with increases in interest rates leading to falling bond prices.

The market prices of bonds and other fixed income securities are also affected by credit risks, such as risk of default by issuers and liquidity risk.

In the case of CDOs and CLNs, CDOs are affected by default risks of the underlying reference credits and CLNs are affected by default risks of the reference entities. Please see Paragraph 9.2.6 below for more details on such risks.

9.2.2 Derivatives risks

The Sub-Funds will invest in derivatives, which are financial contracts whose value depends on, or is derived from, the value of an underlying asset, reference rate or index. Such assets, rates and indices may include bonds, shares, interest rates, currency exchange rates, bond indices and stock indices.

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

The Managers will not (unless otherwise permitted by the Authority) use derivatives transactions for speculation or leverage but may use them for

efficient portfolio management provided that derivatives are not used to gear the overall portfolio. The Managers will attempt to minimise the risks through careful selection of reputable counterparties and constant monitoring of the derivatives positions of each Sub-Fund. The Managers however, have the requisite expertise, experience and quantitative tools to manage and contain such investment risks.

The Managers will actively monitor and may manage the portfolio of each Sub-Fund's exposure to adverse foreign exchange risks by hedging through the forwards or futures markets.

9.2.3 Political risks

The political situation in countries may have an effect on the value of the securities of companies in whose securities in Sub-Fund has invested, which may in turn impact on the value of the Units of that Sub-Fund.

9.2.4 Goal 120+ (SGD) and Goal 120+ (USD) are capital protected and not guaranteed

The Goal 120+ (SGD) and Goal 120+ (USD) are capital protected funds and not guaranteed funds as the capital protection is provided by CDOs, CLNs, debt securities and/or deposits, and not by guarantees. No guarantee is given, express or implied, that investors will receive the payouts on the relevant Anniversary Dates or the Capital Protected Value on the Goal SGD Termination Date or Goal USD Termination Date (as the case may be).

For example, in the event that there is a default by the issuer(s) of the CDOs, CLNs, debt securities, or deposits, or a default by the underlying reference credits of the CDOs or reference entities of the CLNs, Holders will only be able to realise their Units on the Goal SGD Termination Date or Goal USD Termination Date (as the case may be) at the net asset value per Unit, which may be lower than the Capital Protected Value per Unit.

9.2.5 Lack of Diversification

As an exception to the 10% single party limit under Appendix 1 of the Code, each Sub-Fund may invest up to one-third of its net asset value in debt securities which are structured products (including CDOs and CLNs) issued by a corporation, government, government agency or supranational with a minimum long-term rating of "A" by Fitch Inc, Moody's or Standard and Poor's (including such sub-categories or gradations therein) and/or placed in deposits which are structured products with financial institutions with a minimum individual rating of "B" by Fitch Inc or a financial strength rating of "B" by Moody's, provided that not more than one-third of the value of each Sub-Fund will be invested in or placed with the same entity. Each Sub-Fund may also invest above one-third and up to 100% of its net asset value in debt instruments which are structured products issued or guaranteed by a government, government agency or supranational that has a minimum long-term issuer rating of AA by Fitch Inc, Aa by Moody's or AA by Standard and Poor's (including such sub-categories and gradations therein).

Therefore, the Sub-Funds will be subject to a higher level of risk than a portfolio diversifying its holdings across different issuers.

9.2.6 Risks associated with investments in debt securities:

(i) Default risks

Investments in debt securities are subject to adverse changes in the financial condition of the issuer, or in general economic conditions, or both, or an unanticipated rise in interest rates, which may impair the ability of the issuer to make payments of interest and principal especially if the issuer is highly leveraged. Such issuer's ability to meet its debt obligations may also be adversely affected by specific corporate developments, or the issuer's inability to meet specific projected business forecasts, or the unavailability of additional financing. Also, an economic downturn or an increase in interest rates may increase the potential for default by the issuers of these securities.

For example, a default in payment by an issuer of debt securities held by the Opportunity Japan (SGD) or Opportunity Japan (USD) may affect the Managers' ability to ensure payment of the realisation proceeds on the Opportunity SGD Maturity Date or Opportunity USD Maturity Date (as the case may be) in the amounts described in Paragraphs 7.1 and 7.2 above, and a default in payment by an issuer of debt securities held by the Goal 120+ (SGD) or Goal 120+ (USD) may affect the Managers' ability to ensure payment of the Capital Protected Value on the Goal SGD Termination Date or Goal USD Termination Date (as the case may be).

(ii) Interest-rate risks

Investments in debt securities are also subject to the risk of interest-rate fluctuations, and the prices of debt securities may go up or down in response to such fluctuations in interest rates.

(iii) Credit risk of underlying reference credits of CDOs

A CDO provides for a payout linked to an underlying portfolio of reference credits. If there is a credit event in the underlying portfolio of reference credits, the principal and interest from the CDO may be reduced, such that it may affect the Managers' ability to ensure the payment of the realisation proceeds for the Opportunity Japan (SGD) and Opportunity Japan (USD) on the Opportunity SGD Maturity Date or Opportunity USD Maturity Date (as the case may be) in the amounts described in Paragraphs 7.1 and 7.2 above and payment of the Capital Protected Value of the Goal 120+ (SGD) and the Goal 120+ (USD) on the Goal SGD Termination Date or Goal USD Termination Date (as the case may be).

A “**credit event**” includes bankruptcy, failure to pay, obligation default/acceleration, repudiation/moratorium or any analogous event.

(iv) **Credit risk of reference entities of CLNs**

The principal and interest from a CLN are linked to the credit of its underlying reference credit. A credit event of the reference credit of a CLN may affect the principal and interest from the CLN, such that it may reduce the Managers' ability to ensure payment of the realisation proceeds for the Opportunity Japan (SGD) and Opportunity Japan (USD) on the Opportunity SGD Maturity Date or Opportunity USD Maturity Date (as the case may be) in the amounts described in Paragraphs 7.1 and 7.2 above and payment of the Capital Protected Value of the Goal 120+ (SGD) and the Goal 120+ (USD) on the Goal SGD Termination Date or Goal USD Termination Date (as the case may be).

9.2.7 Currency risks

In the event that any Investments of the Opportunity Japan (SGD) or the Goal 120+ (SGD) are denominated in currencies other than the currency in which each Sub-Fund is denominated (i.e. Singapore dollars), fluctuations of the exchange rates of other currencies against the Singapore dollar may affect the value of Units in that Sub-Fund.

In the event that any Investments of the Opportunity Japan (USD) or the Goal 120+ (USD) are denominated in currencies other than the currency in which each Sub-Fund is denominated (i.e. US dollars), fluctuations of the exchange rates of other currencies against the US dollar may affect the value of Units in that Sub-Fund.

All foreign currency exposure of the Sub-Funds will be fully hedged using financial derivatives.

9.2.8 Counterparty Credit Risks

The Sub-Funds will enter into swaps, which exposes the Sub-Funds to the credit risk of the swap counterparties and their ability to satisfy the terms of such swaps. Each Sub-Fund is exposed to the risk that the counterparty may default on its obligations to perform under the relevant swap contract. In the event of a bankruptcy or insolvency of a counterparty, a Sub-Fund could experience delays in liquidating the position and thereby incur significant losses, including declines in the value of its investment during the period in which the Sub-Fund seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the swap 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.

9.2.9 Index Risks

The companies responsible for the calculation of the KOSPI 200, N225 and HSI (the "**Indices**") do not under any circumstances guarantee whatsoever:

- (i) the continuity of the Indices after the date of this Prospectus;
- (ii) the continuity in the calculation methods of the Indices that are used as at the date of this Prospectus;
- (iii) the continuity in the calculation, formulation and circulation of the Indices;
- (iv) the precision; integrity or lack of errors in the composition or calculation of the Indices; or
- (v) the accuracy and use (if any) of the Indices made by the option writers or the Managers.

10. SUBSCRIPTION OF UNITS

10.1 Subscription procedure

Applications for Units may be made during the Offer Period by submitting the application form attached to this Prospectus to the Managers or any agent or distributor appointed by the Managers or through any other applicable sales channel.

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 which contains the investor’s instructions to the SRS operator bank to withdraw from the investor’s SRS account the subscription monies in respect of the Units applied for.

Units will only be issued on a cleared funds basis.

10.2 Minimum initial subscription amount

The minimum initial subscription amount for each Sub-Fund during the Offer Period is as follows:

Sub-Fund	Minimum Initial Subscription
Opportunity Japan (SGD)	S\$1,000
Opportunity Japan (USD)	US\$1,000
Goal 120+ (SGD)	S\$1,000
Goal 120+ (USD)	US\$1,000

10.3 Offer Price and Offer Period

Units in the Opportunity Japan (SGD), Opportunity Japan (USD), Goal 120+ (SGD) and Goal 120+ (USD) will only be offered during their Offer Period.

The offer price for each of the Sub-Funds (the “**Offer Price**”) is as follows:

Sub-Fund	Offer Price
Opportunity Japan (SGD)	S\$1.00
Opportunity Japan (USD)	US\$1.00
Goal 120+ (SGD)	S\$1.00
Goal 120+ (USD)	US\$1.00

No Units will be offered and no subscriptions for Units will be accepted after the Offer Period.

10.4 Numerical example of how Units are allotted

Based on an investment amount of \$1,000 at the Offer Price of \$1.00 per Unit, the number of Units allotted in a Sub-Fund will be calculated as follows:

$$\begin{array}{rclcl}
 \$1,000 & \div & \$1.00 & = & 1,000 \text{ Units} \\
 \text{Investment amount} & & \text{Offer Price*} & & \text{Number of Units allotted}
 \end{array}$$

* Includes preliminary charge of 0% for the Opportunity Japan (SGD) and Opportunity Japan (USD), 3% for the Goal 120+ (SGD) and 4% for the Goal 120+ (USD).

10.5 Confirmation of purchase

A confirmation note detailing the investment amount and the number of Units allotted will be sent to Holders within seven Business Days following receipt by the Managers of cleared funds.

10.6 Minimum Sub-Fund size

The commencement of each Sub-Fund after the Offer Period is subject to each Sub-Fund receiving the minimum amount of subscription monies as set out below, or such other amounts as the Managers deem sufficient to operate the relevant Sub-Fund (the “**Minimum Sub-Fund Size**”), upon the close of the Offer Period.

Sub-Fund	Minimum Sub-Fund Size
Opportunity Japan (SGD)	S\$10 million
Opportunity Japan (USD)	US\$5 million
Goal 120+ (SGD)	S\$20 million
Goal 120+ (USD)	US\$10 million

The Managers reserve the right not to issue Units and to return any subscription monies received (without interest) to investors as soon as practicable but no less than 30 Business Days after the close of the Offer Period in the event that the Minimum Sub-Fund Size for a Sub-Fund is not reached or if the Managers are of the view that it is not in the interest of investors to proceed with a Sub-Fund and in such event that Sub-Fund shall be deemed not to have commenced and Units will be deemed not to have been issued.

10.7 Cancellation of initial subscription

Subject to the relevant cancellation provisions in the Deed and to the cancellation terms and conditions in the cancellation form provided together with the application form for Units, every first time individual investor shall have the right to cancel his subscription for Units in the Fund within 7 calendar days (or such other period as may be prescribed or permitted by the Authority from the date of his initial subscription) by submitting the cancellation form or a written cancellation request to the Managers or any agent or distributor appointed by the Managers. Investors should refer to the cancellation terms and conditions attached to the cancellation form for the full details relating to the cancellation of subscription.

11. REALISATION OF UNITS

11.1 Realisation procedure prior to the Maturity Date

Holders may realise their Units in full or partially by making a request in writing for the realisation of Units ("**Realisation Request**") via realisation forms which may be obtained from the Managers or any agent or distributor appointed by the Managers. The Realisation Request must specify the number of Units of the relevant Sub-Fund to be realised. In the case of partial realisation, the balance after realisation must satisfy the minimum holding of the relevant Sub-Fund (see Paragraph 11.2 below).

11.2 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 500 Units (or such other number of units or amount as may from time to time be determined by the Managers).

The Managers will not impose a realisation charge on Units redeemed on or prior to the relevant maturity date of the Sub-Funds.

11.3 Dealing deadline and pricing basis

11.3.1 A "**Dealing Day**" in connection with the realisation of Units in each Sub-Fund, means every Monday of the week, and if a Monday is not a Business Day, then the Dealing Day will be the Business Day immediately following that Monday in that week, or such Business Day or Business Days at such intervals as the Managers may from time to time determine.

Prior to the Opportunity SGD Maturity Date, Opportunity USD Maturity Date, Goal SGD Termination Date or Goal USD Termination Date (as the case may be), Holders may realise their Units of the relevant Sub-Fund on any Dealing Day. Units in respect of Realisation Requests received and accepted by the Managers on or before 3 p.m. Singapore time (the "**Dealing Deadline**") on a Dealing Day shall be realised at that Dealing Day's realisation price (calculated in accordance with realisation provisions in the Deed).

Realisation Requests received after the Dealing Deadline on a Dealing Day

or at any time on a day that is not a Dealing Day will be treated as having been received on the next Dealing Day.

For example, if a Holder sells Units on or before 3 p.m. Singapore time on a Dealing Day, the Holder will be paid a price based on the realisation price of the relevant Sub-Fund at the close of that Dealing day. If the Holder sells after 3 p.m. Singapore time, the Holder will be paid a price based on the realisation price at the close of the next Dealing Day.

- 11.3.2** Holders who hold their Units in the Opportunity Japan (SGD) and Opportunity Japan (USD) until the Opportunity SGD Maturity Date and the Opportunity USD Maturity Date respectively shall be deemed to have submitted their Realisation Requests for all Units held in the relevant Sub-Fund on the relevant maturity date.

Holders who hold their Units in the Goal 120+ (SGD) and Opportunity Japan (USD) until the Goal SGD Termination Date and the Goal USD Termination Date respectively shall be deemed to have submitted their Realisation Requests for all Units held in the relevant Sub-Fund on the relevant termination date.

Investors should note that only those who hold all their Units in the Goal 120+ (SGD) and the Goal 120+ (USD) until the Goal SGD Termination Date and Goal USD Termination Date respectively will be entitled to receive the Capital Protected Value on the relevant termination date.

11.4 Numerical example of calculation of realisation proceeds:

Based on the realisation of 1,000 Units at a notional realisation price of \$0.85 per Unit and no realisation charge, the realisation proceeds payable to a Holder will be calculated as follows:

$$\begin{array}{rcccl} 1,000 \text{ Units} & \times & \$0.85 & = & \$850.00 \\ \text{Realisation request} & & \text{Realisation Price*} & & \text{Realisation proceeds} \end{array}$$

* No realisation charge is imposed.

Investors should note that the actual realisation price will vary weekly in line with the net asset value per Unit of the relevant Sub-Fund, which may be above or below the Offer Price. The above example is for illustrative purposes only and is not a forecast or indication of performance.

11.5 Payment of realisation proceeds

Payment of realisation proceeds before the Opportunity SGD Maturity Date/ Opportunity USD Maturity Date/Goal SGD Termination Date/Goal USD Termination Date

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 following the receipt and acceptance of the realisation form by the Managers or their duly authorised agent unless the realisation of Units has been suspended in accordance with Paragraph 13 of this Prospectus.

Payment of realisation proceeds on the Opportunity SGD Maturity Date/
Opportunity USD Maturity Date/Goal SGD Termination Date/Goal USD
Termination Date

Realisation proceeds shall be paid by cheque or credited to the Holder's SRS account, as applicable, within 14 Business Days in Singapore (or such other period as may be permitted by the Authority) following the Opportunity SGD Maturity Date, Opportunity USD Maturity Date, Goal SGD Termination Date or Goal USD Termination Date, as the case may be, unless realisation of Units has been suspended in accordance with Paragraph 13 of this Prospectus.

12. OBTAINING PRICES OF UNITS

The Offer Price of Units in the Sub-Funds can be found in Paragraph 10.3 of this Prospectus and the indicative realisation prices of Units can be obtained from The Straits Times, The Business Times, Today, Teletext or the Managers' website at www.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 222 2228.

13. SUSPENSION OF DEALING AND VALUATION

The Managers or the Trustee may, subject to the provisions of the Deed, suspend the realisation and calculation of the Value (as defined in the Deed) of Units during:

- 13.1** any period when the Recognised Stock Exchange or the OTC Market on which any Authorised Investments forming part of the deposited property (whether of the Sub-Funds or of the Fund) for the time being are dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;
- 13.2** any period when dealings in any underlying entity in which a Sub-Fund is invested in is suspended or restricted;
- 13.3** 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 of a Sub-Fund;
- 13.4** 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;
- 13.5** 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;

- 13.6** 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);
- 13.7** any period when the dealing of Units is suspended pursuant to any order or direction issued by the Authority; or
- 13.8** any period when the business operations of the Managers or the Trustee in relation to the operation of the Fund or a Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

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 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 suspension is authorised under this Paragraph 13 shall exist upon the declaration in writing thereof by the Managers (or, as the case may be, by the Trustee).

14. BENCHMARKS

As the Sub-Funds are newly established, a track record of at least one year is not available for the Sub-Funds at the date of registration of this Prospectus.

The benchmarks against which the performance of the Sub-Funds will be measured are as follows:

Sub-Fund	Benchmark
Opportunity Japan (SGD)	Nikkei 225 Index
Opportunity Japan (USD)	Nikkei 225 Index
Goal 120+ (SGD)	Singapore 12 month Fixed Deposit Rate
Goal 120+ (USD)	US Fixed Deposit Rate

15. SOFT DOLLAR COMMISSIONS / ARRANGEMENTS

- 15.1** The Managers currently receive or enter into soft-dollar commissions/arrangements. The Managers will comply with applicable regulatory and industry standards on soft-dollars. The soft-dollar commissions which the Managers may receive include specific advice as to the advisability of dealing in, or the value of any investments, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses, data and quotation services, computer hardware and software or any other information facilities to the extent that they are used to support the investment decision making process, the giving of advice or the conduct of research or analysis and custodial service in relation to the investments managed for clients.

- 15.2** Soft-dollar commissions/arrangements shall not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries or direct money payment.
- 15.3** The Managers will not receive or enter into soft-dollar commissions/arrangements unless such soft-dollar commissions/arrangements shall reasonably assist the Managers in its management of the Sub-Funds, 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/arrangements.

16. CONFLICTS OF INTEREST

The Managers are of the view that they see no conflict of interest in managing their other funds and the Sub-Funds because of the following structures in place:

- 16.1** Investment decisions for each fund are made impartially. There are no preferred customers or funds and all accounts are treated equally.
- 16.2** All investment ideas are shared equally among fund managers.
- 16.3** The Managers subscribe to the Code of Ethics and The Standards of Professional Conduct as prescribed by the Association for Investment Management and Research ("AIMR") in U.S.A. AIMR is the primary professional organisation for security analysts, investments managers and others who are related to the investment decision-making process. All CFA charter holders of AIMR and candidates who are in pursuit of the charter, including those from Singapore, are expected to comply with AIMR 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 investment public.
- 16.4** In addition, despite the possible overlap in the scope of investments, the Sub-Funds are not identical to any of the other funds managed by the Managers and investment decisions are made according to the individual risk return characteristics of the Sub-Funds. If the same orders for investments are made simultaneously by the various funds managed by the Managers, the Managers will endeavour to allocate such investments fairly among the funds on a pro rata basis.
- 16.5** The Managers and the Trustee shall conduct all transactions with or for the Fund or the Sub-Funds on an arm's length basis.

17. REPORTS

Financial year-end and distribution of reports

The financial year-end for the Fund is 31 December. The annual reports, annual accounts and the auditor's 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 to Holders within two months of the financial half-year end, i.e. within two months of 30 June (or such other period as may be permitted by the Authority).

18. QUERIES AND COMPLAINTS

All enquiries about the Sub-Funds or the Fund should be directed to the Managers.

24 hour Hotline No: 1800 222 2228

Fax No: 6534 3909

19. OTHER MATERIAL INFORMATION

19.1 Information on investments

At the end of each quarter, Holders will receive a statement showing the value of their investment, including any transactions during the quarter.

19.2 Distribution of income and capital

When the Managers have determined that a distribution of income and/or capital is to be made for any payouts for a Sub-Fund, the Managers may by notice in writing direct the Trustee to distribute such part or all of the income of any Sub-Fund and if the Managers deem fit such part of the capital or such part or all of the net capital gains realised on the sale of Authorised Investments in relation to such Sub-Fund in respect of the amount available for distribution for such period as the Managers may in their absolute discretion determine and at such time and in accordance with such method of calculations as the Trustee and the Managers may agree having regard to the provisions of the Deed.

19.3 Taxation

Investors should seek advice from their tax consultants to determine the possible tax consequences of an investment in a Sub-Fund. Specifically, the payouts (if any) and the realisation proceeds at the maturity or termination of a Sub-Fund may be reduced if any tax, duty or levy fee or any other cost is payable by the Sub-Fund as a result of any action taken by the relevant taxing authority or court of competent jurisdiction.

19.4 Investment restrictions and borrowing limits

As the Sub-Funds are structured product funds, they are subject (unless otherwise permitted by the Authority) to the investment restrictions and borrowing limits set out in Appendix 1 of the Code relating to Non-Specialised Funds (as defined in the Deed) and Annex 1a of the Code relating to Exceptions to Single Party Rule for Investments in Structured Products (reproduced together as the Appendix), as the same may be amended, restated, supplemented or replaced from time to time.

The investment restrictions relate in general to investments in unlisted securities, the single party limit for structured products, securities lending, investments in derivatives, prohibited investments and activities and borrowings. Please see the Appendix for further details.

19.5 Holders' right to vote

19.5.1 A meeting of the Holders of all the Sub-Funds of the Fund duly convened and held in accordance with the provisions of the Schedule of 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;
- (ii) to sanction a supplemental deed increasing the maximum permitted percentage of the management fee, the trustee fee or the distribution fee;
- (iii) to terminate the Fund;
- (iv) to remove the Auditors;
- (v) to remove the Trustee; and
- (vi) to remove the Managers,

but shall not have any further or other powers.

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

19.5.2 A meeting of the Holders of a Sub-Fund duly convened and held in accordance with the provisions of the Schedule of 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 to the extent that such modification, alteration or addition affects the Holders of the relevant Sub-Fund;
- (ii) to sanction a supplemental deed increasing the maximum permitted percentage of the management fee, the trustee fee or the distribution fee in relation to the relevant Sub-Fund; and
- (iii) to terminate the relevant Sub-Fund,

but shall not have any further or other powers.

19.6 Exemption from liability

19.6.1 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.

- 19.6.2** The Trustee and the Managers shall incur no liability to the Holders or to any other person 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 therefore or thereby.
- 19.6.3** 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 such 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.
- 19.6.4** 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.
- 19.6.5** 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.
- 19.6.6** 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.

19.7 Valuation

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

- 19.7.1** a Quoted Investment, shall be calculated by reference to the last transacted price as at the last official close on such Recognised Stock Exchange or OTC Market before 1700 hours (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); 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 transacted price, the value shall be calculated by reference to the mean of bid and offered prices 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);
- 19.7.2** an Unquoted Investment, shall be calculated by reference to the initial value thereof being the amount expended in the acquisition thereof or the mean of bid and offered prices quoted by responsible firms, corporation 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), as may be determined by the Managers to represent the fair value of such Authorised Investment;
- 19.7.3** cash, deposits and similar assets shall be valued at their face value (together with accrued interest) unless, in the opinion of the Managers (after consultation with the Trustee), any adjustment should be made to reflect the value thereof; and
- 19.7.4** a unit or share in a unit trust or mutual fund or collective investment scheme shall be value 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
- 19.7.5** an Investment other than as described above, shall be valued in such manner and at such time as the Managers after consultation with the Trustee shall from time to time determine.

PROVIDED THAT, if the quotations referred to in Paragraphs 19.7.1 to 19.7.5 above are not available, or if the value of the Authorised Investment determined in the manner described in Paragraphs 19.7.1 to 19.7.5 above, in the opinion of the Managers, do not represent a fair value of such Authorised Investment, then the value shall be such value as the Managers may consider in the circumstance to be fair and is approved by the Trustee and the Managers shall notify the Holders of

such change if required by the Trustee. For the purposes of this proviso, the “**fair value**” shall be determined by the Managers in consultation with an approved stockbroker or an approved valuer and with the approval of the Trustee.

19.8 Termination of Fund or Sub-Fund

19.8.1 Either 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. 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 is 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.

19.8.2 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 any direction issued by the Authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund or any Sub-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 the Deed; and
- (iv) if within the period of three months from the date of the Trustee removing the Managers, the Trustee shall have failed to appoint new managers within the terms of the Deed.

The decision of the Trustee in any of the events specified in this Paragraph 19.8.2 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 19.8.2 or otherwise. The Managers shall accept the decision of the Trustee and relieve the Trustee of any liability to them therefore and hold it harmless from any claims whatsoever on their part for damages or for any other relief.

- 19.8.3** Any Sub-Fund may be terminated by the Managers in their absolute discretion by notice in writing as hereinafter provided (i) if the aggregate net asset value of the deposited property of that Sub-Fund shall be less than S\$5,000,000 (or US\$5,000,000 in the case of a Sub-Fund denominated in US Dollars) at any time, (ii) 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 that Sub-Fund or (iii) at any time after the maturity date of that Sub-Fund or such date of early termination as determined by the Managers at the establishment of that Sub-Fund.
- 19.8.4** The Fund may be terminated by the Managers in their absolute discretion by notice hereinafter provided (i) on the first anniversary of the date of this Deed or on any date thereafter if on such date the aggregate net asset value of the deposited property of the Fund shall be less than S\$5,000,000, (ii) 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 or (iii) at any time if all sub-funds of the Fund have been terminated.
- 19.8.5** Save in the cases of sub-Paragraphs 19.8.3(iii) and 19.8.4(iii), the party terminating the Fund or the relevant Sub-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 one month after the service of such notice. The Managers shall give written notice thereof to the Authority not less than seven days before such termination.
- 19.8.6** The Fund may be terminated by Extraordinary Resolution of a meeting of the Holders of all the Sub-Funds duly convened and held in accordance with the provisions contained in the Schedule hereto as hereinafter provided:
- (i) at any time after one year from the date of the Deed; and
 - (ii) at any time in accordance with Section 295 of the SFA.
- 19.8.7** Any Sub-Fund may be terminated by Extraordinary Resolution of a meeting of the Holders of that Sub-Fund duly convened and held in accordance with the provisions contained in the Schedule to the Deed:
- (i) at any time after one year from the date of commencement of that Sub-Fund; and
 - (ii) at any time in accordance with Sections 295 of the SFA.
- 19.8.8** The termination of the Fund or a Sub-Fund shall take effect from the date on which the relevant Extraordinary Resolution is passed or such later date (if any) as that Extraordinary Resolution may provide.

Appendix - Non-Specialised Funds Investment Guidelines

1. Unlisted Securities

- 1.1 Investments in unlisted securities should not exceed 10% of the deposited property of a Sub-Fund. This 10% limit does not apply to shares offered through an initial public offering which have been approved for listing and unlisted debt securities that are traded on an organised over-the-counter market which is of good repute and open to the public.
- 1.2 Up to an additional 10% of the deposited property of a Sub-Fund may be invested in unlisted debt securities which are of investment grade (i.e. rated at least Baa by Moody's, BBB by Standard and Poor's or BBB by Fitch Inc) but for which there is no ready secondary market.

2. Single Party Limit

- 2.1 Up to 10% of the deposited property of a Sub-Fund may consist of securities issued by and deposits placed with the same entity (a company, its subsidiaries, fellow subsidiaries and holding company are regarded as one entity). The issuer of securities held as collateral by a Sub-Fund should be included in computing the Sub-Fund's exposure to that issuer. For the avoidance of doubt, as securities lent remain the property of a Sub-Fund, these should continue to be included in the computation of the single party limit. For a Sub-Fund tracking a benchmark which is widely accepted and constructed by an independent party, the single party limit will be the higher of 10% or the benchmark weighting of the issuer.
- 2.2 The single party limit in paragraph 2.1 does not apply where:
 - 2.2.1 the issuer is, or the issue has the benefit of a guarantee from, either a government, government agency or supranational that has a minimum long-term issuer rating of AA by Fitch Inc, Aa by Moody's or AA by Standard & Poor's (including such sub-categories or gradations therein); and
 - 2.2.2 except for a Sub-Fund with a fixed maturity, not more than 20% of the deposited property of a Sub-Fund may be invested in any single issue of securities by the same issuer.
- 2.3 Exceptions to the single party limit are allowed for structured products tailor made for a Sub-Fund such that the issuer(s) of the securities and/or instruments, or an entity other than the issuer(s) (the "**Third Party**"), stands ready to unwind the product(s) at prevailing market prices so as to enable the Sub-Fund to meet redemptions on each Dealing Day ("**Structured Products**"), subject to the criteria set out in paragraph 8 below.

- 2.4** For the avoidance of doubt, the single party limit does not apply to placement of short-term deposits arising from:
- 2.4.1** subscription monies received at a Sub-Fund's inception pending the commencement of investment by the Sub-Fund;
 - 2.4.2** liquidation of investments pending reinvestment; or
 - 2.4.3** liquidation of investments maturing shortly before the maturity of a Sub-Fund with a fixed duration and where the placing of these monies with various institutions would not be in the interests of Holders.
- 2.5** A Sub-Fund may not hold more than 10% of any single issue of securities by the same issuer.

3. Securities Lending

- 3.1** Up to 50% of the deposited property of a Sub-Fund may be lent provided adequate collateral, in the form of instruments consistent with the investment objective and character of the Sub-Fund and with a remaining term to maturity of not more than 366 days, is taken. If cash received as collateral is invested, these should be invested in the form of instruments described above.
- 3.2** In addition, securities lending is subject to the following conditions:
- 3.2.1** the collateral is marked to market daily; and
 - 3.2.2** the Trustee or its representative takes delivery of the collateral immediately.
- 3.2** Where a Sub-Fund is also entitled at all times to immediately recall the securities lent without penalty, up to 100% of the deposited property of the Sub-Fund may be lent.

4. Derivatives

- 4.1** A Sub-Fund may only invest in financial derivatives for the purpose of:
- 4.1.1** hedging existing positions in a portfolio; or
 - 4.1.2** efficient portfolio management, provided that derivatives are not used to gear the overall portfolio.
- 4.2** The restriction in paragraph 4.1 does not apply where a Sub-Fund receives a free distribution of warrants arising from corporate actions of entities in which it is already invested.

5. Prohibited Investments and Activities

5.1 A Sub-Fund should not invest in:

- 5.1.1** metals including gold, commodities and their derivatives; or
- 5.1.2** infrastructure projects and real estate.

5.2 A Sub-Fund should not engage in:

- 5.2.1** direct lending of monies or the granting of guarantees;
- 5.2.2** underwriting; or
- 5.2.3** short selling except where this arises from derivative transactions which are used for hedging or efficient portfolio management.

6. Borrowings

- 6.1** A Sub-Fund may borrow only for the purposes of meeting redemptions and short-term (not more than four weeks) bridging requirements. Aggregate borrowings for such purposes should not exceed 10% of the deposited property of the Sub-Fund at the time the borrowing is incurred.

7. Breach of Limits

- 7.1** The unlisted securities, single party, securities lending and borrowing limits in paragraphs 1, 2, 3 and 6 are applicable at the time the transactions are entered into. Where any of these limits is breached as a result of:

- 7.1.1** the appreciation or depreciation of the deposited property of a Sub-Fund;
- 7.1.2** any redemption of units or payments made from a Sub-Fund;
- 7.1.3** any changes in the total issued nominal amount of securities of a company arising for example from rights, bonuses or benefits which are capital in nature; or
- 7.1.4** the reduction in the weight of a security in the benchmark being tracked by a Sub-Fund,

the Managers should not enter into any transaction that would increase the extent to which the relevant limit is breached. In addition, the Managers should within a reasonable period of time but no later than three months from the date of the breach, take action as is necessary to rectify the breach. This period may be extended if the Managers satisfy the Trustee that it is in the best interest of the Holders. Such extension should be subject to monthly review by the Trustee.

8. Exceptions to Single Party Rule for Investments in Structured Products

8.1 Issuer and Counter-party Requirements

8.1.1 For the single party limit to be **increased to** one-third of the deposited property of a Sub-Fund:

- (a) in the case where the issuer of the security is a corporation government, government agency or supranational, it should have a minimum long-term issuer rating of A by Fitch Inc, A by Moody's or A by Standard and Poor's (including such sub-categories or gradations therein); and
- (b) in the case where a deposit is placed with a financial institution ("**FI**"), the FI should have a minimum individual rating of B by Fitch Inc or a financial strength rating of B by Moody's.

Where there is a Third Party to the Structured product, it should also have the aforementioned ratings.

8.1.2 For the single party limit to be **entirely waived**, the issuer should be, or the issue should have the benefit of a guarantee from, either a government, government agency, or supranational that has a minimum long-term issuer rating of AA by Fitch Inc, Aa by Moody's or AA by Standard and Poor's (including such sub-categories or gradations therein). Where there is a Third Party to the Structured Product, it should have the ratings specified in paragraph 8.1.1 above.

8.2 Approval by the Authority

8.2.1 The term to maturity of the Structured Product will be taken into account in considering if the single party limit should be relaxed to one-third or entirely waived.

8.2.2 Approval should be sought where the issuer or the Third Party that stands ready to unwind the Structured Product is also the issuer of an equity or derivative component which is designed to enhance the return of a Sub-Fund. The Authority will assess each application to determine if additional requirements need to be imposed.

8.3 Revisions in Ratings of Issuer or Counter-party

8.3.1 Where the rating of the issuer referred to in paragraph 8.1.1(a) or of the Third Party:

- (a) falls to BBB by Fitch Inc, Baa by Moody's or BBB by Standard and Poor's (including such sub-categories or gradations therein), no action need to be taken; or

- (b) falls below those specified in (a) above or if the issuer or Third Party ceases to be rated, the Managers should within three months from the occurrence of such event take action to comply with the 10% single party limit. The three-month period may be extended if the Managers satisfy the Trustee that it is in the best interest of the Holders. Such extension should be subject to monthly review by the Trustee.

8.3.2 Where the rating of the FI referred to in paragraph 8.1.1 (b) or of the Third Party:

- (a) falls to an individual rating of C by Fitch Inc or a financial strength rating of C by Moody's (including such sub-categories or gradations therein), no action need be taken; or
- (b) falls below those specified in (a) above or if the issuer or Third Party ceases to be rated, the Managers should within three months from the occurrence of such event take action to comply with the 10% single party limit. The three-month period may be extended if the Managers satisfy the Trustee that it is in the best interest of the Holders. Such extension should be subject to monthly review by the Trustee.

8.3.3 Where the rating of the issuer referred to in paragraph 8.1.2:

- (a) falls to A by Fitch Inc, A by Moody's or A by Standard and Poor's (including such sub-categories or gradations therein), no action need be taken; or
- (b) falls below those specified in (a) above or if the issuer ceases to be rated, the Managers should within three months from the occurrence of such event take action to comply with the 10% single party limit. The period may be extended if the Managers satisfy the Trustee that it is in the best interest of the Holders. Such extension should be subject to monthly review by the Trustee.