

UNITED GLOBAL DIVERSIFIED PORTFOLIOS

comprising the following sub-funds:

United Income Focus Trust
United Global Quality Growth Fund
United Global Stable Select Equity Fund

(Constituted in Singapore pursuant to the Trust Deed dated 15 September 2015)

FIRST SUPPLEMENTARY PROSPECTUS DATED 31 OCTOBER 2019

A copy of this First Supplementary Prospectus has been lodged with the Monetary Authority of Singapore, which assumes no responsibility for its contents.

This First Supplementary Prospectus is lodged pursuant to Section 298 of the Securities and Futures Act (Chapter 289 of Singapore) and is supplemental to the prospectus registered on 17 April 2019 (the "**Prospectus**") relating to the United Global Diversified Portfolios (the "**Fund**").

Terms used in this First Supplementary Prospectus will have the meaning and construction ascribed to them in the Prospectus and unless otherwise specified references to "**paragraph**" are to the paragraphs of the Prospectus. This First Supplementary Prospectus is to be read and construed in conjunction and as one document with the Prospectus.

This First Supplementary Prospectus sets out the amendments made to the Prospectus in relation to the inclusion of new classes of Units in United Global Quality Growth Fund.

The following amendments will take effect from the date of this First Supplementary Prospectus:

1. Paragraph 1.2 of Appendix 2 of the Prospectus is deleted and replaced with the following:

"1.2 The following Classes of Units have been established within the Sub-Fund:

- Class AUD Acc
- Class AUD Dist
- Class SGD Acc
- Class SGD Acc (Hedged)
- Class SGD Dist
- Class SGD Dist (Hedged)
- Class USD Acc
- Class USD Dist
- Class B SGD Acc
- Class B SGD Acc (Hedged)
- Class B USD Acc
- Class C SGD Acc (Hedged)
- Class Z USD Acc
- Class Z USD Dist"

2. The table in paragraph 7 of Appendix 2 of the Prospectus is amended by deleting the row headed "Management Fee" and replacing it with the following:

"Management Fee (a) Retained by Managers (b) Paid by Managers to financial adviser (trailer fee) ⁶	Class B: Currently up to 1% p.a.; maximum 2.5% p.a.. Class C: Currently up to 1% p.a.; maximum 2.5% p.a.. Class Z: Currently nil; maximum 2.5% p.a.. All other Classes: Currently 1.50% p.a.; maximum 2.5% p.a.. (a) 66.00% to 80.17% of Management Fee (b) 19.83% to 34.00% of Management Fee"
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⁶ Your financial adviser is required to disclose to you the amount of trailer fee it receives from the Managers.

3. Paragraph 8 of Appendix 2 of the Prospectus is deleted and replaced with the following:

"8. Initial issue price, initial offer period, minimum subscription amounts and minimum holding

Name of Class	Initial issue price per Unit	Initial offer period	Minimum initial subscription*	Minimum subsequent subscription*	Minimum holding *
Class AUD Acc	A\$1.000	At our sole discretion (with prior notification to the Trustee)**	A\$1,000	A\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount
Class AUD Dist	A\$1.000		A\$1,000	A\$500	
Class SGD Acc	N.A. (incepted on 11 November 2016)		S\$1,000	S\$500	
Class SGD Acc (Hedged)	N.A. (incepted on 15 March 2018)		S\$1,000	S\$500	
Class SGD Dist	N.A. (incepted on 7 November 2016)		S\$1,000	S\$500	
Class SGD Dist (Hedged)	N.A. (incepted on 21 June 2018)		S\$1,000	S\$500	
Class USD Acc	N.A. (incepted on 17 November 2016)		US\$1,000	US\$500	
Class USD Dist	N.A. (incepted on 21 October 2016)		US\$1,000	US\$500	
Class B SGD Acc	N.A. (incepted on 16 January 2018)		S\$500,000	S\$100,000	500,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount
Class B SGD Acc (Hedged)	S\$1.000	At our sole discretion (with prior notification to the Trustee)**	S\$500,000	S\$100,000	
Class B USD Acc	US\$1.000	At our sole discretion (with prior notification to the Trustee)**	US\$500,000	US\$100,000	
Class C SGD Acc (Hedged)	N.A. (incepted on 27 November 2018)		S\$1,000	S\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount
Class Z USD Acc	US\$1.000	At our sole discretion (with prior notification to the Trustee)**	US\$500,000	US\$100,000	500,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount
Class Z USD Dist	US\$1.000	At our sole discretion (with prior notification to the Trustee)**	US\$500,000	US\$100,000	500,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount

* We may from time to time vary the minimum subscription amounts and minimum holding upon giving prior written notice to the Trustee.

** The initial offer period will fall within a period of 12 months after the date of registration of this Prospectus or such extended date as we may determine."

UNITED GLOBAL DIVERSIFIED PORTFOLIOS

**United Income Focus Trust
United Global Quality Growth Fund
United Global Stable Select Equity Fund**

P r o s p e c t u s

DIRECTORY

Managers

UOB Asset Management Ltd
(Company Registration No. 198600120Z)

Registered office:

80 Raffles Place
UOB Plaza
Singapore 048624

Operating office:

80 Raffles Place
3rd Storey
UOB Plaza 2
Singapore 048624

Directors of the Managers

Lee Wai Fai
Thio Boon Kiat
Eric Tham Kah Jin
Peh Kian Heng

Trustee

State Street Trust (SG) Limited
(Company Registration No. 201315491W)
168 Robinson Road, #33-01 Capital Tower
Singapore 068912

Sub-Managers

Wellington Management Singapore Pte. Ltd.
8 Marina Boulevard, #03-01, Tower 1, Marina Bay Financial Centre
Singapore 018981

Custodian / Administrator / Registrar

State Street Bank and Trust Company, acting through its Singapore Branch
168 Robinson Road, #33-01 Capital Tower
Singapore 068912

Auditors

PricewaterhouseCoopers LLP
7 Straits View, Marina One, East Tower, Level 12
Singapore 018936

Solicitors to the Managers

Tan Peng Chin LLC
50 Raffles Place, #27-01 Singapore Land Tower
Singapore 048623

Solicitors to the Trustee

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

DEFINITIONS

Unless the context otherwise requires, terms defined in the Deed have the same meaning when used in this Prospectus and the following expressions have the following meanings, subject to the definitions in the Deed.

Accumulation Class	A Class of a Sub-Fund which does not declare or pay distributions but accumulates investment gains and income in its NAV.
ATMs	Automated teller machines.
Australian dollars / AUD / A\$	The lawful currency of Australia.
Authorised Investments	See <u>paragraph 6.3</u> of this Prospectus.
Authority	Monetary Authority of Singapore.
Business Day	A day (other than Saturday, Sunday or a gazetted public holiday) on which commercial banks are open for business in Singapore, or any other day as the Managers and the Trustee may agree in writing.
Class	Any class of Units in the relevant Sub-Fund which may be designated as a class distinct from another class in the relevant Sub-Fund as may be determined by the Managers from time to time.
Class currency	The currency of denomination of the relevant Class.
Code	Code on Collective Investment Schemes issued by the Authority, as amended from time to time. The latest version is available at www.mas.gov.sg .
CPF	Central Provident Fund.
CPF Fund	A collective investment scheme included by the CPF Board under the CPFIS.
CPF Investment Guidelines	The investment guidelines for CPF Funds issued by the CPF Board, as amended from time to time. The latest version is available at www.cpf.gov.sg .
CPFIS	CPF Investment Scheme.
custodian	Includes any person or persons for the time being appointed as a custodian of the Sub-Funds or any of their assets.
Dealing Day	<p>In connection with the issuance, cancellation, valuation and realisation of Units of a Sub-Fund, generally every Business Day. The Managers may change the Dealing Day with the Trustee's approval, provided that the Managers give reasonable notice of such change to all affected Holders on terms approved by the Trustee.</p> <p>If on any day which would otherwise be a Dealing Day:</p> <p>(a) one or more Recognised Markets on which investments of the relevant Sub-Fund are quoted, listed or dealt in are not open for normal trading; and/or</p> <p>(b) one or more underlying entities of the relevant Sub-Fund do not carry out valuation or dealing,</p> <p>and which affect investments of the relevant Sub-Fund having in aggregate values amounting to at least 50% of the value of the assets of the relevant Sub-Fund (as at the relevant Valuation Point), the Managers may determine that that day shall not be a Dealing Day for that Sub-Fund.</p>
Dealing Deadline	The deadline set out in <u>paragraphs 10.3 and 12.1</u> or such other time as the Managers may determine subject to the provisions of the Deed.
Deed	See <u>paragraph 1.5</u> of this Prospectus.

Deposited Property	All of the assets for the time being held or deemed to be held upon the trusts of the Deed (or if the context so requires, the part thereof attributable to a Sub-Fund or Class) excluding any amount for the time being standing to the credit of the relevant distribution account referred to in <u>Clause 22.3</u> of the Deed.
Distribution Class	A Class of a Sub-Fund which declares and pays distributions in accordance with the applicable distribution policies.
FATCA	The U.S. Foreign Account Tax Compliance Act, as amended from time to time.
FDIs or derivatives	Financial derivative instruments.
Fund	United Global Diversified Portfolios.
Gross Investment Amount	The amount paid by an investor for the purpose of investing in Units, before deduction of the applicable Subscription Fee.
Gross Realisation Proceeds	The amount payable to a Holder upon the realisation of its Units, before deduction of the applicable Realisation Fee.
Group Fund	A collective investment scheme the managers of which: <ul style="list-style-type: none"> (a) are the Managers or a corporation under their control or under common control with them or at least 50% of the share capital of which is held by a corporation which is a shareholder of the Managers; and (b) have approved the terms of any switch which may be made pursuant to the Deed.
Hedged Class	A Class of a Sub-Fund to which the currency hedging strategy as described under the heading “Hedged Classes” in <u>paragraph 9.1(b)</u> is applied.
Holder	A unitholder of the relevant Sub-Fund.
IGA	Intergovernmental agreement.
Managers or UOBAM	UOB Asset Management Ltd or any other person for the time being duly appointed as managers of the Fund. References to “ we ”, “ us ” or “ our ” shall be construed accordingly to mean UOB Asset Management Ltd.
NAV	Net asset value.
Net Investment Amount	The amount paid by an investor for the purpose of investing in Units, after deduction of the applicable Subscription Fee.
Net Realisation Proceeds	The amount payable to a Holder upon the realisation of its Units, after deduction of the applicable Realisation Fee.
Register	The register of Holders of the relevant Sub-Fund.
RSP	Regular savings plan.
SFA	Securities and Futures Act, Chapter 289 of Singapore, as amended from time to time.
Singapore dollars / SGD / S\$	The lawful currency of Singapore.
SRS	Supplementary Retirement Scheme.
Sub-Fund currency	The currency of denomination of the relevant Sub-Fund.
Sub-Funds	The sub-funds of the Fund and “ Sub-Fund ” shall mean any one of them.
Sub-Investment Managers	See <u>paragraph 3</u> of this Prospectus.

Sub-Managers	Wellington Management Singapore Pte. Ltd..
Trustee	State Street Trust (SG) Limited or any other person for the time being duly appointed as trustee of the Fund.
U.S.	United States of America.
United States dollars / USD / US\$	The lawful currency of the U.S..
Units	Units of the relevant Sub-Fund, the relevant Class, all relevant Sub-Funds or all relevant Classes within a Sub-Fund (as the case may be).
Valuation Point	The close of business of the last relevant market in relation to the relevant Dealing Day on which the NAV of the relevant Sub-Fund or Class of a Sub-Fund (as the case may be) is to be determined or such other time on the relevant Dealing Day or such other day as the Managers may determine with the prior approval of the Trustee who shall determine if the relevant Holders should be informed of such change.

IMPORTANT INFORMATION

The collective investment schemes offered in this Prospectus are constituted in Singapore and are authorised schemes under the SFA. A copy of this Prospectus has been lodged with and registered by the Authority. The Authority assumes no responsibility for the contents of this Prospectus. Registration of this Prospectus by the Authority does not imply that the SFA or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of the Sub-Funds.

We have taken all reasonable care to ensure that the information in this Prospectus is, to the best of our knowledge and belief, accurate and does not omit anything which would make any statement in this Prospectus misleading.

You should refer to the Deed in conjunction with this Prospectus. A copy of the Deed is available for inspection at our operating office during normal business hours (subject to such reasonable restrictions as we may impose). If you are in any doubt about the contents of this Prospectus or the Deed, you should seek independent professional advice.

Before investing, you should consider the usual risks of investing and participating in collective investment schemes, and the risks of investing in the relevant Sub-Fund which are set out in this Prospectus. Your investments can be volatile and there is no assurance that the Sub-Funds will be able to attain their objectives. The prices of Units as well as the income from them may go up as well as down to reflect changes in the value of the relevant Sub-Fund. You should only invest if you can sustain losses on your investment. You should satisfy yourself that investing in the relevant Sub-Fund is suitable based on your personal circumstances.

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and may only be used in connection with the offering of the Units as contemplated herein.

You should seek independent professional advice to ascertain (a) the possible tax consequences, (b) the applicable legal requirements, (c) any foreign exchange restrictions or exchange control requirements and (d) any restrictions or requirements under the Central Provident Fund (Investment Schemes) Regulations and the terms and conditions in respect of the CPF Investment Scheme issued by the CPF Board, which you may encounter under the laws of the country of your citizenship, residence or domicile and which may be relevant to your subscription, holding or disposal of Units. We make no representation as to the tax status of the Fund or any Sub-Fund. You should keep yourself informed of, and observe, all such laws and regulations in any relevant jurisdiction that may be applicable to you.

Units are offered on the basis of the information contained in this Prospectus and the documents referred to in this Prospectus. No person is authorised to give any information or make any representations concerning the Fund or the Sub-Funds other than as contained in this Prospectus. Any investment made on the basis of information or representations not contained in or inconsistent with the information or representations in this Prospectus will be solely at your risk. This Prospectus may be updated from time to time to reflect material changes and you should check if a more recent Prospectus or supplement is available. Certain minor updates to the information in this Prospectus may be announced on our website at uobam.com.sg or any other website designated by us from time to time.

Units are not listed and you may only deal with Units through us or our authorised agents or distributors subject to the terms of the Deed.

Units are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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

Prohibition against U.S. investors

Units are being offered and sold outside the United States to persons that are not:

- (i) U.S. Persons (as defined in Regulation S promulgated under the Securities Act of 1933 of the U.S., as amended (the “U.S. Securities Act”)) in reliance on Regulation S promulgated under the U.S. Securities Act; or

- (ii) “United States persons” (as defined in Section 7701(a)(30) of the U.S. Internal Revenue Code, as amended, and referred to herein as “**U.S. Taxpayers**”). Currently, the term “**U.S. Taxpayer**” includes: a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); any entity treated as a partnership or corporation for U.S. tax purposes that is created or organized in, or under the laws of, the United States or any state thereof (including the District of Columbia); any other partnership that may be treated as a U.S. Taxpayer under future U.S. Treasury Department regulations; any estate, the income of which is subject to U.S. income taxation regardless of source; and any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more U.S. fiduciaries. Persons who have lost their U.S. citizenship and who live outside the United States may nonetheless, in some circumstances, be treated as U.S. Taxpayers. Persons who are aliens as to the United States but who have spent 183 days or more in the United States in any of the last two years should check with their tax advisors as to whether they may be considered residents of the United States.

Units are not and may not be offered, made available, sold to or for the account of any U.S. Persons or U.S. Taxpayers. You may be required to declare that you are not a U.S. Taxpayer and that you are neither acquiring Units on behalf of U.S. Taxpayers nor acquiring Units with the intent to sell or transfer them to U.S. Taxpayers.

Foreign Account Tax Compliance Act and Common Reporting Standard (“CRS”)

FATCA

FATCA was enacted in 2010 by the United States Congress as part of the U.S. Hiring Incentives to Restore Employment (HIRE) Act to target non-compliance with tax laws by U.S. Taxpayers using overseas accounts. Under FATCA, financial institutions outside of the U.S. are required to regularly submit information on financial accounts held by U.S. Taxpayers to the U.S. tax authorities. Failure to comply with FATCA may, amongst other things, subject the relevant Sub-Fund to U.S. withholding tax on certain types of payments made to the Sub-Fund. Accordingly, it is intended that the Sub-Funds comply with FATCA.

For the purpose of complying with FATCA, we, the Trustee and/or other service providers of the relevant Sub-Fund may be required to report and disclose information on certain investors in the relevant Sub-Fund to the U.S. tax authorities and/or such Singapore authority as may be required under Singapore laws and regulations to be implemented as part of any IGA entered into between the U.S. and Singapore¹ in connection with FATCA and/or withhold certain payments to such investors.

CRS

CRS, endorsed by the Organisation for Economic Co-operation and Development (OECD) and the Global Forum for Transparency and Exchange of Information for Tax Purposes, is an internationally agreed standard for the automatic exchange of information on financial accounts between jurisdictions with the objective of detecting and deterring tax evasion through the use of offshore bank accounts.

In Singapore, the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 require financial institutions such as us to conduct due diligence (including the collection, review and retention of financial account information) and report financial account information relating to specified persons from jurisdictions with which Singapore has a “competent authority agreement” (“CAA”) to the Inland Revenue Authority of Singapore (IRAS). Such information may subsequently be exchanged with Singapore’s CAA partners. Singapore may enter into further IGAs, or the relevant authorities may enact further legislation or impose further requirements, which will form part of the CRS.

* * *

You are required to:

- (a) provide such information, documents and assistance in connection with the above or any other tax or other information reporting regime as we and/or the Trustee may require from time to time; and

¹ Pursuant to the IGA entered into between Singapore and the U.S. on 9 December 2014, Singapore-based financial institutions (such as us) will report information on financial accounts held by U.S. Taxpayers to the Inland Revenue Authority of Singapore (IRAS), which will in turn provide the information to the U.S. tax authorities.

- (b) notify us or any of our authorised agents or distributors in writing immediately if you are or become a U.S. Taxpayer, or are holding Units for the account of or benefit of a U.S. Taxpayer.

You are also deemed to have consented to us, the Trustee and/or other service providers to the relevant Sub-Fund carrying out our/their obligations in reporting and disclosing information on you and your investments to the relevant authorities as described above or pursuant to any other tax or other information reporting regime.

* * *

We may compulsorily realise all or any of your Units in any of the circumstances set out under paragraph 22.2 of this Prospectus.

You may direct your enquiries in relation to the Fund or the Sub-Funds to us or our authorised agents or distributors.

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UNITED GLOBAL DIVERSIFIED PORTFOLIOS

PROSPECTUS

1. BASIC INFORMATION

1.1 Fund details

United Global Diversified Portfolios is an umbrella unit trust under which we may establish sub-funds to be managed as separate and distinct trusts. This is a Prospectus for the following Sub-Funds of the Fund:

- (a) United Income Focus Trust;
- (b) United Global Quality Growth Fund; and
- (c) United Global Stable Select Equity Fund.

1.2 Date of registration and expiry of Prospectus

The Authority registered this Prospectus on 17 April 2019. It is valid up to 16 April 2020 and will expire on 17 April 2020.

1.3 Information on Sub-Funds

The general disclosures applying to all Sub-Funds are set out in the main body of this Prospectus while disclosures specific to each Sub-Fund are set out in the Appendix for the relevant Sub-Fund.

1.4 Classes of Units

Each Sub-Fund may consist of one or more Classes of Units. Different Classes may have different characteristics such as the Class currency, fee structure, minimum threshold amounts for subscription, holding and realisation, distribution policy, eligibility requirements, mode of investment, the availability of a RSP and whether the relevant Class is a Hedged Class. A separate NAV per Unit (in the relevant Class currency), which may differ as a consequence of such variable factors, will be calculated for each Class. Save for such differences, Holders of each Class of a Sub-Fund have materially the same rights and obligations under the Deed. You should note that the assets of a Sub-Fund are pooled and invested as a single fund and are not segregated in respect of each Class.

Note on naming convention:

- *Classes designated “A” are available for subscription by all investors.*
- *Classes designated “B”, “I”, and “P” are available for subscription by institutional clients and such other persons as we may from time to time determine in our sole discretion.*
- *Classes designated “C” are only available for subscription using CPF monies.*
- *Classes designated “Z” are available for subscription only with our prior written approval.*
- *The currency stated in the name of a Class is its Class currency: e.g. the Class currency of Class AUD Dist (Hedged) is AUD.*
- *“Dist” or “Acc” refers to whether the Class is a Distribution Class (which may make distributions) or Accumulation Class respectively.*
- *If the Class name contains “(Hedged)” then it is a Hedged Class.*

We may at any time establish new Classes within a Sub-Fund. We may re-designate the Units in any existing Sub-Fund or Class so long as there is no prejudice to the existing Holders of such Sub-Fund or Class as a whole. Subject to the foregoing, we may, with written notice to the Trustee, launch or delay the launch of any Class at any time.

1.5 Trust deed and supplemental deeds

- (a) The Fund was constituted by way of a trust deed dated 15 September 2015, which has since been amended by the following deeds:

First Amending and Restating Deed	29 April 2016
Supplemental Deed of Appointment and Retirement of Trustee	24 February 2017
First Supplemental Deed	19 April 2018
Second Supplemental Deed	29 October 2018

The trust deed dated 15 September 2015, as amended, shall be referred to as the “**Deed**”.

- (b) The Deed is binding on each Holder and all persons claiming through such Holder as if each of them had been a party to the Deed.
- (c) You may inspect a copy of the Deed free of charge at our operating office during normal business hours, subject to such reasonable restrictions as we may impose. You may request for a copy at a charge not exceeding S\$25 per copy or such other amount as we and the Trustee may from time to time agree.

1.6 Accounts and reports

You may obtain copies of the latest semi-annual and annual reports, semi-annual and annual accounts, and the auditor’s report on the annual accounts of each Sub-Fund, at our operating office during normal business hours (subject to such reasonable restrictions as we may impose).

2. **THE MANAGERS, THEIR DIRECTORS AND KEY EXECUTIVES**

2.1 The Managers

The Managers are UOB Asset Management Ltd (“**UOBAM**”).

UOBAM is a wholly-owned subsidiary of United Overseas Bank Limited (“**UOB**”). Established in 1986, UOBAM has been managing collective investment schemes and discretionary funds in Singapore for over 30 years. UOBAM is licensed and regulated by the Authority. UOBAM has an extensive presence in Asia with regional business and investment offices in Malaysia, Thailand, Brunei, Taiwan and Japan. UOBAM has two joint ventures: Ping An Fund Management Company Limited and UOB-SM Asset Management Pte. Ltd. In addition, it also has a strategic alliance with UTI International (Singapore) Private Limited.

Through its network of offices, UOBAM offers global investment management expertise to institutions, corporations and individuals, through customised portfolio management services and unit trusts. As at 31 January 2019, UOBAM manages 54 unit trusts in Singapore. UOBAM is one of the largest unit trust managers in Singapore in terms of assets under management.

UOBAM’s investments team conducts independent and rigorous fundamental research within a proven investment process and framework. In equities, UOBAM’s team has acquired specialist skills in investment in global markets and major global sectors. It combines a disciplined research effort that aims to identify and invest in high performing businesses at the right price, with a systematic model portfolio construction process, to diversify sources of alpha to achieve more consistent performance over time. In fixed income, UOBAM’s coverage spans a wide spectrum comprising G10 government bonds, developed market corporate bonds, Asia sovereigns and corporates, emerging market bonds and Singapore fixed income. In addition to independent research to uncover relative value opportunities, UOBAM adopts diversified investment strategies combined with active risk management to generate sustainable total return for its portfolios.

Since 1996, UOBAM has won a total of 183 awards in Singapore. These awards recognise UOBAM’s investment performance across different markets and sectors.

As at 31 January 2019, UOBAM and its subsidiaries in the region have a staff strength of over 400 including about 42 investment professionals in Singapore.

We may delegate certain or all of our duties. Currently, we have delegated certain administration and valuation functions and certain transfer agency functions, in respect of each Sub-Fund, to the administrator, whose details are set out in paragraph 4.3 below. We have also delegated the investment management of the assets of certain Sub-Funds to the Sub-Managers whose details are set out in paragraph 3 below.

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

See the Deed for details on our role and responsibilities as the managers of the Fund.

Our past performance is not necessarily indicative of our future performance.

2.2 Directors and key executives of the Managers

Lee Wai Fai, Director and Chairman

Mr Lee joined UOB in 1989 and is presently Group Chief Financial Officer with UOB. Mr Lee has previously held senior positions in the UOB group, including being head of international branches and regional banking subsidiaries, Deputy Chief Executive Officer of UOB Radanasin Bank Public Company Limited, Head of Finance as well as Head of Policy and Planning of UOB.

Mr Lee holds a Bachelor of Accountancy (Honours) degree from the National University of Singapore and a Master of Business Administration degree in Banking and Finance from the Nanyang Business School, Nanyang Technological University, and has more than 25 years of experience in the banking sector.

Thio Boon Kiat, Director and Chief Executive Officer

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

Mr Thio has over 20 years of investment management experience. He joined UOBAM in 1994 from the Government of Singapore Investment Corporation (GIC), as a portfolio manager managing Singapore, and subsequently Asia Pacific and Global Equity portfolios. Over the years, he also headed the International Equities and Global Technology teams. In 2004, Mr Thio was appointed as Chief Investment Officer of UOBAM, a position he held until 2011 when he was promoted to his current appointment of Chief Executive Officer.

Mr Thio was recognised as “CEO of the Year in Asia” for two consecutive years by Asia Asset Management in its “Best of the Best Regional Awards 2015” and “Best of the Best Regional Awards 2014” for his outstanding contributions to UOBAM. He was also conferred the “**IBF Fellow**” title by the Institute of Banking and Finance in 2015.

Eric Tham Kah Jin, Director

Mr Tham joined UOB in 2004 and heads Group Commercial Banking which oversees the medium enterprise business. He is responsible for driving UOB group’s expansion in the medium enterprise business in Singapore as well as Malaysia, Thailand, Indonesia, China, Hong Kong, Myanmar, Taiwan and Vietnam.

Mr Tham holds a Master of Business Administration degree in Accounting from Nanyang Technological University. He was conferred the title “Distinguished Financial Industry Certified Practitioner” by The Institute of Banking & Finance of Singapore in 2010 and recognised as a Fellow Chartered Accountant of Singapore by the Institute of Singapore Chartered Accountants (ISCA) in 2015. Mr Tham has more than 30 years of experience in the financial sector.

Peh Kian Heng, Director

Mr Peh Kian Heng joined the UOB group in 2008 and is presently the Head of Corporate Investment Unit. Prior to joining UOB, he was an investment strategist at OCBC and spent the most part of his career with the Monetary Authority of Singapore, where his last appointment was Head of Financial Sector Surveillance. He graduated with MA (Distinction) from the University of Warwick and BSocSci (2nd Upper Honours) from the National University of Singapore.

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

Mr Doyle joined UOBAM in 2001 as a portfolio manager covering Global Financial Institutions. In January 2005, he was appointed as Head of the International Equities team and assumed responsibility for the investment team managing the firm's Global Equity portfolios. In September 2005, he was promoted to Deputy Chief Investment Officer. While in this role, he worked closely with the firm's Chief Investment Officer to help define and inculcate the firm's equity investment philosophy, style and processes.

In September 2011, he was promoted to Chief Investment Officer – Equities & Multi Asset. In March 2018, Mr Doyle assumed the role of Chief Investment Officer – Multi Assets. In this role, his focus is on developing the Multi Asset team. Prior to joining UOBAM, Mr Doyle was an associate director with Salomon Smith Barney in Singapore, where he was a member of the Asian Financial Institutions equity research team. Prior to that, he worked for UBS Securities (Singapore) and MeesPierson Securities (Hong Kong) where he had similar responsibilities.

Mr Doyle graduated with a Bachelor of Arts (Economics) degree from the University of Vermont in 1988.

At UOBAM, he is the designated person responsible for the management of the Sub-Funds.

3. THE SUB-MANAGERS

We may appoint sub-managers for any of the Sub-Funds as set out in the Appendix of the relevant Sub-Fund.

As at the date of this Prospectus, we have appointed Wellington Management Singapore Pte. Ltd. (the “**Sub-Managers**”) as sub-managers of United Income Focus Trust and United Global Quality Growth Fund.

The Sub-Managers may, in turn, from time to time delegate any or all of their investment sub-management function for the relevant Sub-Fund to any one or more of their affiliates (collectively, the “**Sub-Investment Managers**”) as set out in the relevant Appendix, but the Sub-Managers' liability for all matters so delegated shall not be affected thereby.

3.1 Information on the Sub-Managers and Sub-Investment Managers

The Sub-Managers and the Sub-Investment Managers are wholly owned subsidiaries of Wellington Management Group LLP. The Wellington Management group (as defined in paragraph 17.2) has been managing collective investment schemes and discretionary funds for over 80 years, and serves as investment manager to clients in more than 50 countries.

3.2 Sub-Managers

Wellington Management Singapore Pte. Ltd.

The Sub-Managers are domiciled in Singapore and their financial supervisory authority is the Authority. The Sub-Managers hold a capital markets services licence issued by the Authority.

3.3 Sub-Investment Managers

Wellington Management Company LLP

Wellington Management Company LLP is an independently owned investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”). It is domiciled in the U.S and its financial supervisory authority is the SEC.

Wellington Management International Ltd

Wellington Management International Ltd is registered in England and Wales and is authorized to provide investment management services in the United Kingdom by the Financial Conduct Authority. It is authorised to provide similar services in numerous other European jurisdictions such as Germany and Ireland, and is also registered with the SEC as an investment adviser. It is domiciled in the United Kingdom and its financial supervisory authorities are the Financial Conduct Authority and the SEC.

Wellington Management Japan Pte Ltd

Wellington Management Japan Pte Ltd is registered with the Financial Services Agency in Japan as a Financial Instruments Firm to conduct Investment Management Business, Investment Advisory and Agency Business, and Type II Financial Instruments Business. It is also registered with the SEC as an investment adviser. It is

incorporated in Singapore with its principle business location in Tokyo, Japan. Its financial supervisory authorities are the Financial Services Agency and the SEC.

The past performance of the Sub-Managers and Sub-Investment Managers are not necessarily indicative of their future performance.

4. THE TRUSTEE, CUSTODIAN AND ADMINISTRATOR

4.1 The Trustee

The Trustee of the Fund is State Street Trust (SG) Limited, a trust company approved by the Authority under Section 289(1) of the SFA to act as a trustee for collective investment schemes which are authorised under Section 286 of the SFA and constituted as unit trusts. The Trustee is regulated in Singapore by the Authority.

See the Deed for details on the Trustee's role and responsibilities.

4.2 The custodian

The Trustee has appointed State Street Bank and Trust Company ("SSBT"), a trust company organised under the laws of the Commonwealth of Massachusetts and, in respect of such appointment, acting through its Singapore Branch, as the global master custodian of each of the Sub-Funds.

SSBT was founded in 1792 and is a wholly owned subsidiary of State Street Corporation. It is licensed and regulated by the Federal Reserve Bank of Boston. State Street Bank and Trust Company, Singapore Branch, holds a wholesale bank license issued by the Authority and is regulated by the Authority.

SSBT provides custodian services in over 100 markets by utilising its local market custody operations and through its network of sub-custodian banks. SSBT will appoint sub-custodians in those markets where the Fund invests where SSBT does not itself act as the local custodian. SSBT has processes for the initial selection, and ongoing monitoring of its sub-custodians, each of which is chosen based upon a range of factors including securities processing and local market expertise, and must satisfy specific operating requirements in terms of structure, communications, asset servicing and reporting capabilities. All sub-custodians appointed by SSBT must be licensed and regulated under applicable law to provide custodian and related asset administration services, and carry out relevant related or ancillary financial activities, in the relevant market jurisdiction. SSBT will typically seek to select local branches or affiliates of major global financial institutions that provide sub-custodian services in multiple markets, although unique market service requirements may result in the selection of an entity as sub-custodian that is more local in scope.

Other custodians may be appointed from time to time in respect of any of the Sub-Funds or any of their assets.

See [paragraph 22.3](#) below for further details of the custodial arrangement in respect of the Deposited Property.

4.3 The administrator

The administrator of the Sub-Funds is State Street Bank and Trust Company, acting through its Singapore Branch, which has been appointed by the Managers to provide (i) certain administration and valuation services including accounting and net asset value calculation pursuant to an Administrative Services Agreement, and (ii) certain transfer agency services pursuant to a Transfer Agency and Services Agreement, to the Sub-Funds.

5. OTHER PARTIES

5.1 The registrar

State Street Bank and Trust Company, acting through its Singapore Branch, has been appointed by the Trustee as registrar of the Fund and will be responsible for keeping each Register. Any Holder of a Sub-Fund may inspect its Register at 168 Robinson Road #33-01, Capital Tower, Singapore 068912 during normal business hours subject to such reasonable restrictions as the registrar may impose.

Each Register is conclusive evidence of the number of Units in the relevant Sub-Fund or Class held by a Holder. The entries in each Register shall prevail over the details appearing on any statement of holding, unless the Holder proves to the Trustee's and our satisfaction that the relevant Register is incorrect.

5.2 The auditors

The auditors of the accounts of the Fund are PricewaterhouseCoopers LLP.

6. INVESTMENT CONSIDERATIONS

6.1 Investment objective, focus and approach and product suitability

The investment objective, focus and approach and product suitability of each Sub-Fund are set out in the relevant Appendix.

6.2 Distribution policy

The distribution policy of each Sub-Fund is set out in the relevant Appendix.

We have the absolute discretion to determine whether a distribution is to be made. If distributions are made, such distributions are not in any way a forecast, indication or projection of the future or likely performance of the relevant Sub-Fund.

Where we have indicated an intention to make any distributions to the Holders of a Sub-Fund or Class (as set out in the relevant Appendix), you should note that the making of distributions is not guaranteed and there is no assurance that any distribution or distribution level will be met. The making of any distribution does not mean that further distributions will be made. We reserve the right to vary the frequency and/or amount of distributions. Distributions may be made out of income, net capital gains, or capital. The declaration or payment of distributions (whether out of capital or otherwise) may have the effect of lowering the NAV of the relevant Sub-Fund or Class. Moreover, distributions out of capital may amount to a return of part of your original investment and may result in reduced future returns.

6.3 Authorised Investments

The authorised investments of each Sub-Fund (“**Authorised Investments**”) are as follows:

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

Provided Always That if any Sub-Fund is a CPF Fund, the Authorised Investments of that Sub-Fund shall not include any investment except such investment for the time being approved by the relevant authorities in Singapore for investment by members of the CPF Board pursuant to the CPFIS regulations or for investment by that Sub-Fund to enable it to qualify as a CPF Fund.

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

Each Sub-Fund intends to use or invest in FDI's. Further information is set out in paragraph 6.5 of this Prospectus and the relevant Appendix.

6.4 Investment restrictions

- (a) The investment guidelines and borrowing limits set out under Appendix 1 of the Code apply to the Sub-Funds.
- (b) The CPF Investment Guidelines apply to the United Global Quality Growth Fund.
- (c) Currently, the Sub-Funds do not intend to carry out securities lending or repurchase transactions but may do so in the future in accordance with the provisions of the Code and/or the CPF Investment Guidelines (where applicable). Accordingly, the relevant Sub-Fund may at such time in the future become subject to the provisions on securities lending and repurchase transactions as set out in the Code and/or the CPF Investment Guidelines (where applicable).

6.5 Risk management procedures of the Managers on certain investments

- (a) Subject to the investment focus and approach and policies of each Sub-Fund as set out in the relevant Appendix, each Sub-Fund may use or invest in FDI's for the purposes set out in the relevant Appendix.
- (b) We will use the commitment approach to determine each Sub-Fund's global exposure to FDI's by converting its positions in the FDI's into equivalent positions in the FDI's' underlying assets. Such exposure will be calculated in accordance with the provisions of the Code. We will ensure that the global exposure of each Sub-Fund to FDI's or embedded FDI's will not exceed 100% of the relevant Sub-Fund's NAV.
- (c) Below is a description of risk management and compliance procedures and controls adopted by us:
 - (i) We will implement various procedures and controls to manage the risk of each Sub-Fund's assets. Our decision to invest in any particular security or instrument on behalf of a Sub-Fund will be based on our judgment of the benefit of such transactions to the relevant Sub-Fund and will be consistent with the relevant Sub-Fund's investment objective in terms of risk and return.
 - (ii) *Execution of trades.* Prior to each trade, we will ensure that the intended trade will comply with the stated investment objective, focus, approach and restrictions (if any) of the relevant Sub-Fund, and that best execution and fair allocation of trades are done. Our middle office department will conduct periodic checks to ensure compliance with the investment objective, focus, approach and restrictions (if any) of the relevant Sub-Fund. If there is any non-compliance, our middle office department is empowered to instruct the relevant officers to rectify the same. Any non-compliance will be reported to higher management and monitored for rectification.
 - (iii) *Liquidity.* If there are any unexpectedly large realisations of Units in a Sub-Fund, it is possible that the assets of the Sub-Fund may be forced to be liquidated at below their fair and expected value, especially in illiquid Recognised Markets. Also, under certain market conditions such as during volatile markets, crisis situations or trading disruptions, it may be difficult or impossible to liquidate or rebalance positions. While we will ensure that a sufficient portion of each Sub-Fund will be in liquid assets such as cash and cash-equivalents to meet expected realisations (net of new subscriptions), we may in certain situations employ liquidity management tools such as limiting or suspending realisations in accordance with paragraphs 12.3 or 15. If such tools are employed, you may not be able to realise your Units during any suspension period or the realisation of your Units may be delayed.
 - (iv) *Counterparty exposure.* A Sub-Fund may have credit exposure to counterparties by virtue of positions in FDI's and other financial instruments held by that Sub-Fund. To the extent that a counterparty defaults on its obligations and the relevant Sub-Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its assets and in its income stream and incur extra costs associated with the exercise of its financial

rights. Subject to the provisions of the Code, we will restrict our dealings with counterparties to entities that have a minimum long-term issuer credit rating of above BB+ by Standard and Poor's, an individual rating of above C or viability ratings of above bbb by Fitch Inc., a baseline credit assessment of above a3 by Moody's Investors Service or an equivalent rating from any other reputable rating agency. If any approved counterparty fails this criterion subsequently, we will take steps to unwind the relevant Sub-Fund's position with that counterparty as soon as practicable.

- (v) *Volatility.* To the extent that a Sub-Fund has exposure to FDIs that allow a larger amount of exposure to a security for no or a smaller initial payment than the case where the investment is made directly into the underlying security, the value of the relevant Sub-Fund's assets will have a higher degree of volatility. A Sub-Fund may use FDIs for hedging purposes to reduce the overall volatility of the value of its assets. At the same time, we will ensure that the global exposure of each Sub-Fund to FDIs and embedded FDIs will not exceed the NAV of that Sub-Fund, as stated in sub-paragraph (b) above.
- (vi) *Valuation.* A Sub-Fund may have exposure to over-the-counter FDIs that are difficult to value accurately, particularly if there are complex positions involved. We will ensure that independent means of verifying the fair value of such instruments are available and will conduct such verification at an appropriate frequency.
- (d) We will ensure that the risk management and compliance procedures and controls adopted by us are adequate and have been implemented, and that we have the necessary expertise to control and manage the risks relating to the use of FDIs. We may modify the risk management and compliance procedures and controls as we deem fit and in the interests of each Sub-Fund, but subject always to the requirements under the Code.
- (e) Each Sub-Fund may net its over-the-counter derivative positions with a counterparty through bilateral contracts for novation or other bilateral agreements with the counterparty, provided that such netting arrangements satisfy the relevant conditions described in the Code.
- (f) Where any Sub-Fund uses or invests in FDIs on commodities, all such transactions shall be settled in cash at all times.

7. SUB-FUNDS INCLUDED UNDER THE CPFIS

- 7.1 United Global Quality Growth Fund is included under the CPFIS – Ordinary Account for subscription by members of the public using their CPF monies. You should note that only Class C SGD Acc (Hedged) Units are currently available for subscription using CPF monies.
- 7.2 United Global Quality Growth Fund is classified by the CPF Board under the risk classification of “Higher Risk - Broadly Diversified”.
- 7.3 The CPF interest rate for the CPF Ordinary Account is based on the 12-month fixed deposit and month-end savings rates of the major local banks. Under the Central Provident Fund Act, Chapter 36 of Singapore, the CPF Board pays a minimum interest of 2.5% per annum when this interest formula yields a lower rate.

From 1 January 2008, the new interest rate for the Special, Medisave and Retirement Accounts (“SMRA”) will be pegged to the yield of 10-year Singapore government bond plus 1%. The minimum interest rate for the SMRA is 4.0% per annum and is reviewed annually.

In addition, from 1 January 2008, the CPF Board will pay an extra interest rate of 1% per annum on the first S\$60,000 of a CPF member's combined balances, including up to S\$20,000 in the CPF Ordinary Account. From 1 April 2008, the first S\$20,000 in both the CPF Ordinary and Special Accounts will not be allowed to be invested under the CPFIS. The S\$20,000 investment threshold under the CPF Special Account has been raised to S\$30,000 from 1 May 2009 and further raised to S\$40,000 from 1 July 2010. There is no change to the requirement for members to set aside S\$20,000 in the CPF Ordinary Account before they can invest their CPF Ordinary Account monies.

The applicable interest rates for each of the CPF accounts may be varied by the CPF Board from time to time.

Subscriptions using CPF monies are subject to the CPFIS regulations and conditions imposed by the CPF Board from time to time.

8. FEES AND CHARGES

- 8.1 The fees and charges payable in relation to each Sub-Fund are set out in the relevant Appendix. See the Deed for the full meaning and method of computation of the various fees and charges.
- 8.2 As required by the Code, all marketing, promotional and advertising expenses in relation to a Sub-Fund will not be paid from the Deposited Property of that Sub-Fund.
- 8.3 Any Subscription Fee and Realisation Fee will be retained by us for our own benefit and will not form part of the Deposited Property of the relevant Sub-Fund. All or part of the Subscription Fee may also be paid to or retained by our authorised agents or distributors. We will also pay any other commission, remuneration or sum payable to such authorised agents or distributors in respect of the marketing of Units. Moreover, the authorised agents and distributors through whom you subscribe for Units may (depending on the specific nature of services provided) impose other fees and charges that are not disclosed in this Prospectus, and you should check with the relevant agent or distributor on such fees and charges, if any.
- 8.4 We may at any time differentiate between investors as to the amount of the Subscription Fee, Realisation Fee, Switching Fee and other charges (if any) payable to us upon the issue, realisation or switch of Units, or apply such discounts or waivers as we think fit (provided that such discounts or waivers will be borne by us and not by the Sub-Funds).
- 8.5 The costs of establishment of each Sub-Fund and Class may be amortised over such period as we may determine.

9. RISKS

9.1 General risks

You should consider and satisfy yourself as to the risks of investing in the Sub-Funds.

Generally, some of the risk factors you should consider are set out in this paragraph 9.1. The degree to which these risks affect investments in a Sub-Fund varies depending on the relevant Sub-Fund's investment objective, approach and focus and you should also consider the risks specific to the relevant Sub-Fund as referred to in the relevant Appendix.

You should be aware that the price of Units and the income accruing from them may fall or rise and you may not get back your original investment. There is no guarantee that the investment objectives of the Sub-Funds will be achieved.

Investments in the Sub-Funds are not meant to produce returns over the short term and you should not expect to obtain short-term gains from such investments.

The general and specific risks described in this paragraph 9 and in the Appendices are not exhaustive and you should be aware that the Sub-Funds may be exposed to other risks of an exceptional nature from time to time.

(a) Market risk

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

Furthermore, some of the markets or exchanges on which a Sub-Fund may invest may prove to be illiquid or highly volatile from time to time and this may affect the price at which the Sub-Fund may liquidate its positions to meet realisation requests.

(b) Foreign exchange and currency risk

General

Each Sub-Fund is denominated in SGD while each Class is denominated in the relevant Class currency.

Where a Sub-Fund makes investments which are denominated in a currency (the “**Portfolio Currency**”) that is different from the Sub-Fund currency or the relevant Class currency, fluctuations of the exchange rates between the Sub-Fund currency or Class currency and the Portfolio Currency may affect the value of the relevant Units.

In our management of each Sub-Fund, we may hedge the foreign currency exposure of the Sub-Fund or any Class of the Sub-Fund and may adopt an active or passive currency management approach. However, the foreign currency exposure of a Sub-Fund or Class may not be fully hedged depending on the circumstances of each case. Such circumstances include but are not limited to the outlook, hedging costs and market liquidity of the relevant currency.

Additionally, where a Class of a Sub-Fund is denominated in a different currency from the relevant Sub-Fund currency, changes in the exchange rate between the Class currency and the relevant Sub-Fund currency may adversely affect the value of the Units of such Class, as expressed in the Class currency. Subject to the same considerations in the sub-paragraph above, we may or may not mitigate the exchange rate risks to the extent of the value of the assets of the Sub-Fund attributed to such Class by hedging such exchange rate risks, and to the extent that we do not do so, investors will be exposed to exchange rate risks.

Although a financial instrument used to mitigate the exchange rate risks of a Class may not be used in relation to the other Classes of Units within the Sub-Fund, the financial instrument will comprise the assets (or liabilities) of the Sub-Fund as a whole. The gains (or losses) on and the costs of the relevant financial instruments will, however, accrue solely to the relevant Class of Units of the Sub-Fund.

Hedged Classes

A Sub-Fund may offer Units in Hedged Classes (e.g. Class AUD Acc (Hedged) and Class AUD Dist (Hedged)) as set out in the relevant Appendix. For Hedged Classes, we currently adopt a passive hedging policy to hedge the currency in which the relevant Hedged Class is denominated (the “**Hedged Currency**”) against the Portfolio Currency. Notwithstanding the foregoing, we retain the discretion to adopt any other hedging policy as we may determine from time to time.

A Hedged Class allows us to use currency hedging transactions to reduce the effect of exchange rate fluctuations between the Portfolio Currency and the Hedged Currency. The effects of hedging will be reflected in the value of the Hedged Class.

The aim is that the Hedged Class should reflect the actual return of the Portfolio Currency within the Sub-Fund, as applicable, plus or minus the interest rate differential between the Hedged Currency and the Portfolio Currency. However, other factors may impact the return of the Hedged Class which means that the Hedged Class may not perfectly achieve this aim. These factors include, but are not limited to: (i) any unrealised profit/loss on the currency forward remaining un-invested until the hedge is rolled over and any profit or loss is crystallised; (ii) transaction costs; (iii) short-term interest rate changes; (iv) the timing of the market value hedge adjustments relative to the Sub-Fund’s or Hedged Class’ Valuation Point; and (v) intra-day volatility of the value of the Portfolio Currency in relation to the existing hedge.

The costs and expenses associated with the hedging transactions in respect of a Hedged Class and any benefits of the hedging transactions will accrue to Holders in that Hedged Class only.

Please note that hedging transactions may be entered into whether the Hedged Currency is declining or increasing in value relative to the Portfolio Currency; consequently, where such hedging is undertaken, it may protect investors in the relevant Hedged Class against a decrease in the value of the currency being hedged but it may also preclude investors from benefiting from an increase in the value of such currency. Investors in a Hedged Class will still be exposed to the market risks that relate to the underlying investments in the Sub-Fund and any exchange rate risks that arise from the policy of the Sub-Fund that is not fully hedged. There is no guarantee that the hedging strategy applied in a Hedged Class will entirely eliminate the adverse effects of changes in exchange rates between the Portfolio Currency and the Hedged Currency.

(c) Foreign market risks (includes emerging markets)

Investments in foreign markets may present risks not typically associated with domestic markets. These risks may include changes in currency exchange rates; less-liquid markets and less available information; less government supervision of exchanges, brokers, and issuers; increased social, economic, and political uncertainty; and greater price volatility. These risks may be greater in emerging markets, which may also entail different risks from developed markets.

(d) Issuer specific risk

A security issued by a particular issuer may be impacted by factors that are unique to that issuer and thus may cause that security's return to differ from that of the market.

(e) Derivatives risk

A Sub-Fund which uses or invests in FDIs will be subject to risks associated with such FDIs (and in the case of United Income Focus Trust and United Global Quality Growth Fund including, among others, leverage risk and short sale risk). FDIs include foreign exchange forward contracts and equity index future contracts. An investment in a FDI may require the deposit of an initial margin and additional deposit of margin on short notice if the market moves against the investment position. If the required margin is not provided in time, the investment may be liquidated at a loss. Therefore, it is essential that investments in FDIs are monitored closely. We have controls for investments in FDIs and have in place systems to monitor the FDI positions of the Sub-Funds. See paragraph 6.5 for more information on our risk management procedures on certain investments.

(f) Interest rate risk

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

(g) Counterparty risk

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

(h) Repatriation risk

Investments in some countries could be adversely affected by delays in, or refusal to grant, relevant approvals for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Consents granted prior to investment being made in any particular country may be varied or revoked, and new restrictions may be imposed.

(i) Political, regulatory and legal risk

The value and price of a Sub-Fund's investments may be adversely affected by international political developments, changes in exchange controls, taxation policies, monetary and fiscal policies, foreign investment policies, government policies, restrictions on repatriation of investments and other changes in the laws, regulations, restrictions and controls in the relevant countries.

(j) Taxation risk

Investments may be adversely affected by changes in taxation, monetary and fiscal policies. New taxes imposed on the holding of investments in a particular jurisdiction, or any capital gains or income derived from such investments, may adversely affect the performance of such investments and consequently the value of Units and the income from them.

(k) Emerging markets risk

Investment in assets issued by entities of emerging markets and/or which are denominated in a currency of an emerging market involves additional risks and special considerations not typically associated with investing in assets of other more established economies or securities markets. Such risks may include (i) increased risk of nationalisation or expropriation of assets or confiscatory taxation; (ii) greater social, economic and political uncertainty, including war; (iii) higher dependence on exports and the corresponding importance of international trade; (iv) greater volatility, less liquidity and smaller capitalisation of securities markets; (v) greater volatility in currency exchange rates; (vi) greater risk of inflation; (vii) greater controls on foreign investment and limitations on repatriation of invested capital and on the ability to exchange local currencies; (viii) increased likelihood of governmental decisions to cease support of economic reform programmes or to impose centrally planned economies; (ix) differences in auditing and financial reporting standards which may result in the unavailability of material information about issuers; (x) less extensive regulation of the securities markets; (xi) longer settlement periods for securities transactions and less reliable clearance and custody arrangements; (xii) less protection through registration of assets and (xiii) less developed corporate laws regarding fiduciary duties of officers and directors and protection of shareholders.

(l) Exceptional market conditions risk

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

(m) Actions of institutional investors

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

(n) Liquidity risk of investments

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

(o) Broker risk

We may engage the services of third party securities brokers and dealers to acquire or dispose the investments of the Sub-Funds and to clear and settle their exchange traded securities trades. In selecting brokers and dealers and in negotiating any commission involved in our transactions with them, we consider, amongst other things, the range and quality of the professional services provided by such brokers and dealers and their credit standing and licensing or regulated status.

It is possible that the brokers or dealers engaged for a Sub-Fund may encounter financial difficulties that may impair the Sub-Fund's operational capabilities. If a broker or dealer fails or becomes insolvent, there is a risk that the Sub-Fund's orders may not be transmitted or executed and its outstanding trades made through the broker or dealer may not settle.

(p) Investment management risk

Investment performance depends on the portfolio management team and the team's investment strategies. If the investment strategies do not perform as expected, if opportunities to implement those strategies do not arise, or if the team does not implement its investment strategies successfully, an investment portfolio may underperform or suffer significant losses.

9.2 Risks specific to certain Sub-Funds

The specific risks described below may apply to a Sub-Fund, as referred to in the relevant Appendix.

(a) Equity risk

A Sub-Fund's investments in stocks and other equity securities are subject to market risks that historically have resulted in greater price volatility than that experienced by bonds and other fixed income securities. This in turn may affect the value or volatility of the relevant Sub-Fund.

(b) Fixed income and debt securities risk

A Sub-Fund's investments in fixed income and debt securities are subject to the risks that are typical of such instruments, such as interest rate risks and default risk. Interest rate risks will arise from unexpected changes in the term structure of interest rates, which in turn depend on general economic conditions. In general, the prices of debt securities are subject to interest rate fluctuations; prices of debt securities generally rise when interest rate falls, and generally fall when interest rate rises. The longer the term of a debt security, the more sensitive it will be to fluctuations in value from interest rate changes. In addition, such investments are subject to the specific ability of the issuers of such securities to meet their debt obligations and hence depend on the financial health of the issuers, which may change adversely over time due to their specific business conditions and general market conditions.

Investments in fixed income or 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. An economic downturn or an increase in interest rates may increase the potential for default by the issuers of these securities. Also, a change in the credit rating of a debt security as a result of any of the above factors can affect that security's liquidity and therefore have an impact on the value of Units in the relevant Sub-Fund. In general, lower-rated securities carry a greater degree of credit risk than higher-rated securities. Therefore, investments by the Sub-Fund in debt securities may lead to greater volatility in the value of Units of the relevant Sub-Fund.

(c) Default and insolvency risk for bank deposits

Deposits with banks and other financial institutions are subject to adverse changes in the financial conditions of such institutions, or in general economic conditions, or both, which may impair the ability of such institutions to make payments of interest and to return the principal. Such institutions' ability to meet their obligations may also be adversely affected by their operation, performance or winding-up, which

may increase the potential for default by such institutions. Any default by such institutions could result in substantial losses to the relevant Sub-Fund.

(d) Liquidity risk for bank deposits

Term or fixed deposits may be subject to early withdrawal charges or deductions. In particular, where a Sub-Fund faces a large realisation request which requires the relevant Sub-Fund to withdraw its deposits prematurely, the relevant institutions may impose early withdrawal charges or deductions, which will be borne by the relevant Sub-Fund and ultimately its Holders.

(e) Below investment grade risks

Lower rated securities have a significantly greater risk of default in payments of interest and/or principal than the risk of default for investment grade securities. The secondary market for lower rated securities is typically much less liquid than the market for investment grade securities, frequently with significantly more volatile prices and larger spreads between bid and asked price in trading.

(f) Concentration risk

Concentration of a Sub-Fund's investments in a relatively small number of securities, sectors or industries, or geographical regions may significantly affect the performance of the Sub-Fund.

(g) Single country, sector and regional risk

Where a Sub-Fund's exposure is focused in a single country, sector or region, you should be aware that while such concentrated exposure may present greater opportunities and potential for capital appreciation, it may be subject to higher risks as there may be less diversification than a global portfolio.

(h) Small and medium capitalisation companies risk

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

(i) Convertible securities risk

Convertible securities may be exchanged or converted into a predetermined number of the issuer's underlying shares, the shares of another company, or shares that are indexed to an unmanaged market index at the option of the holder during a specified time period. Although to a lesser extent than with fixed income securities generally, the market value of convertible securities tends to decline as interest rates rise. Because of the conversion feature, the market value of convertible securities also tends to vary with fluctuations in the market value of the underlying shares and thus is subject to equity market risk as well.

(j) Real estate securities risk

Risks associated with investing in the securities of companies principally engaged in the real estate industry such as Real Estate Investment Trust securities include: the cyclical nature of real estate values; risk related to general and local economic conditions; overbuilding and increased competition; demographic trends; and increases in interest rates and other real estate capital market influences.

(k) Risks relating to distributions

Distributions from a Sub-Fund or Class are at our absolute discretion and are not guaranteed. Distributions may be made from dividend/interest income and net capital gains derived from the investments of the relevant Sub-Fund. Dividend/interest income may be adversely affected by events such as (but not limited to) investee entities suffering unexpected losses and/or paying lower than expected dividends, and adverse currency exchange rate fluctuations. Subject to the distribution policy of the relevant Sub-Fund, distributions may also be made out of capital. The declaration and/or payment of distributions (whether out of income, net capital gains, capital or otherwise) may have the effect of lowering the NAV of the relevant Sub-Fund or Class. Moreover, distributions out of capital may amount to a reduction of your original investment and may also result in reduced future returns to you.

(l) Risk of using rating agencies and other third parties

Credit ratings of instruments invested into by a Sub-Fund represent our and/or rating agencies' opinion regarding the credit quality of the instrument or the institution and are not a guarantee of quality. Rating methodologies generally rely on historical data, which may not be predictive of future trends and adjustments to credit ratings in response to subsequent changes in circumstances may take time. When a debt security is rated, the downgrading of such debt security could decrease the value and liquidity of the security.

Where we rely on ratings issued by credit rating agencies, we have established a set of internal credit assessment standards and have put in place a credit assessment process to ensure that the relevant Sub-Fund's investments are in line with these standards. Information on our credit assessment process will be made available to investors upon request.

We may rely, without independent investigation, upon pricing information and valuations furnished to a Sub-Fund by third parties, including pricing services and independent brokers/dealers. Their accuracy depends on these parties' methodology, due diligence and timely response to changing conditions. We will not be responsible for any failures by such parties in their valuations.

10. SUBSCRIPTION OF UNITS

10.1 How to subscribe and pay for Units

How to subscribe for Units:	<p>You may apply for Units through the following channels:</p> <ul style="list-style-type: none">• authorised agents and distributors• ATMs (as and when available)• designated websites• other sales channels made available by us <p>You should include all required documents and subscription monies in full with your application, failing which your application may be rejected.</p>
How to pay for Units:	<ul style="list-style-type: none">• By cheque in favour of the payee set out in the relevant application form.• By telegraphic transfer to the account set out in the relevant application form or as may be prescribed by us. All bank charges will be borne by you.• <u>SRS monies (only available for Sub-Funds or Classes denominated in SGD)</u>: You should check with your SRS operator bank if you can invest in the relevant Sub-Fund or Class using SRS monies. You must indicate that you are using SRS monies in the relevant application form, which also contains your instructions to your SRS operator bank to withdraw the relevant subscription monies from your SRS account.• <u>CPF monies (where applicable)</u>: Investments using CPF monies are at all times subject to the regulations and requirements imposed by the CPF Board. <p>You must indicate that you are using CPF monies in the relevant application form, which also contains your instructions to your CPF agent bank or the CPF Board (as the case may be) to withdraw the relevant subscription monies from your CPF account.</p> <p>Units subscribed with CPF monies may not be held jointly.</p>

Other salient terms:	<ul style="list-style-type: none"> • We may, acting in consultation with the Trustee and in the best interests of the relevant Sub-Fund, accept or reject any application for Units at our absolute discretion. • Generally, Units will not be issued until the Trustee receives the relevant subscription monies in cleared funds in the relevant currency, although we may at our discretion issue Units before the Trustee receives full payment in cleared funds or, if required, conversion to the relevant currency. • We and our authorised agents and distributors may request for such information or documents as may be necessary to verify your identity or to comply with any applicable laws, regulations or guidelines (including anti-money laundering laws).
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10.2 Initial issue price, initial offer period and minimum subscription amounts

Where applicable, the initial issue price, initial offer period and minimum subscription amounts for each Sub-Fund or Class of a Sub-Fund are set out in the relevant Appendix.

Our authorised agents and distributors may impose a higher minimum initial or subsequent subscription amount. Please check with the relevant authorised agent or distributor before submitting your subscription application.

10.3 Issue of Units

Dealing Deadline:	<p>3 p.m. Singapore time on any Dealing Day.</p> <p>For applications received and accepted by us or our authorised agents or distributors by the Dealing Deadline of a Dealing Day, Units will be issued at the issue price applicable to that Dealing Day.</p> <p>For applications received and accepted after the Dealing Deadline or on a day which is not a Dealing Day, Units will be issued at the issue price applicable to the next Dealing Day.</p>
Pricing basis:	<p>During the initial offer period of a Sub-Fund or Class, Units are issued at the initial issue price set out in the relevant Appendix.</p> <p>After the initial offer period of a Sub-Fund or Class, Units are issued on a forward pricing basis.</p>
Issue price:	<p>After the initial offer period of the relevant Sub-Fund or Class, the issue price per Unit shall be ascertained by:</p> <p>(a) calculating the NAV as at the Valuation Point in relation to the Dealing Day on which such issue occurs of the proportion of the Deposited Property of the relevant Sub-Fund or the relevant Class represented by one Unit; and</p> <p>(b) truncating the resultant amount to 3 decimal places.</p> <p>We may use another method of determination or adjustment or number of decimal places with the approval of the Trustee.</p> <p>Any adjustments shall be retained by the relevant Sub-Fund.</p>
Deduction of Subscription Fee:	<p>A Subscription Fee may be deducted from the Gross Investment Amount and the Net Investment Amount will be applied towards your subscription of Units in the relevant Sub-Fund or Class.</p>

Conversion of issue price:	<p>We will generally only accept payment in the relevant Class currency, and we will quote the issue price in the relevant Class currency.</p> <p>If we decide to accept subscriptions in any other currency in the future, we will quote the issue price in such currency at the applicable rate of exchange determined by us.</p> <p>Acceptance of subscriptions in currencies other than the relevant Sub-Fund currency or relevant Class currency is at our discretion and subject to such additional terms as we may impose from time to time.</p>
Confirmation of purchase:	A confirmation of your purchase will be sent to you within 5 Business Days for cash applications, and 11 Business Days for SRS and CPF applications, from the date of issue of Units.
Other salient terms:	<ul style="list-style-type: none"> You shall bear any costs incurred (including currency exchange costs) if you pay for your Units in a currency other than the currency of the relevant Sub-Fund or Class. We may, in consultation with the Trustee, make fixed price offers of Units from time to time in accordance with the provisions of the Deed. No certificates for Units will be issued. Subject to the prior approval of the Trustee, we may change the method of determining the issue price and the Trustee shall determine if the affected Holders should be informed of such change.

10.4 Numerical example of calculation of Units allotted

The number of Units you will receive with an investment of S\$1,000.00 will be calculated as follows:

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

* Based on an issue price of S\$1.000 and a Subscription Fee of 5%. This example is a hypothetical and is not indicative of any future issue price. The actual issue price after the initial offer period of a Sub-Fund or Class will fluctuate according to the NAV of that Sub-Fund or Class. Units in some Sub-Funds or Classes may not be denominated in SGD.

** The number of Units to be issued will be rounded down to 2 decimal places. We may use another method of calculation and adjustment or number of decimal places with the approval of the Trustee.

10.5 Cancellation of subscription

Subject to the provisions of the Deed and the terms and conditions for cancellation of subscription in the cancellation form provided together with the application form for Units, you may cancel your subscription for Units by giving written notice or by submitting the cancellation form (whichever is applicable) to us or our authorised agents or distributors within 7 calendar days². However, you will take the risk of any change in the price of your Units since the date of your subscription and pay any bank charges, administrative or other fees imposed by the relevant authorised agent or distributor.

Instead of cancelling your subscription, you may choose to realise your Units in accordance with paragraph 12 but you will not enjoy the benefits of cancellation under this paragraph (i.e. the Subscription Fee will not be refunded and a Realisation Fee (if any) may be imposed). Further, the Net Realisation Proceeds may be lower than the cancellation proceeds if any appreciation in the value of the Units is less than the aggregate of the Subscription Fee and Realisation Fee (if any) imposed.

² or such longer period as we and the Trustee may agree or such other period as the Authority may prescribe. Where the last day of such time period falls on a Sunday or public holiday in Singapore, the time period shall be extended to the next calendar day that is not a Sunday or public holiday in Singapore.

See the terms and conditions for cancellation of subscriptions in the cancellation form before subscribing for Units.

10.6 Conditions to the launch of any Sub-Fund or Class

We reserve the right not to proceed with the launch of any Sub-Fund or Class if we are of the view that it is not in the interest of investors or it is not commercially viable to proceed with the relevant Sub-Fund or Class.

Further conditions to the launch of a Sub-Fund or a Class of a Sub-Fund, if any, are set out in the relevant Appendix.

In such event, we may at our discretion declare the relevant Sub-Fund or Class to be deemed not to have commenced, and shall notify the relevant investors of the same and return the subscription monies received (without interest) to the relevant investors no later than 30 Business Days after the close of the relevant initial offer period.

11. **REGULAR SAVINGS PLAN**

Currently, RSPs are only offered and operated directly by our authorised agents and distributors. Please check for availability with the relevant authorised agent or distributor.

Salient terms relating to RSPs:

Minimum holding to invest in a RSP:	The minimum holding as set out in the Appendix for the relevant Sub-Fund.
Minimum investment sum:	S\$100 monthly or S\$500 quarterly.
Method of payment:	<ul style="list-style-type: none"> • <u>Cash</u>: You must complete an Interbank GIRO form authorising periodic RSP payments and submit it together with the relevant application form as required by the authorised agent or distributor. • <u>CPF monies</u>: You must complete a CPF standing instruction form and submit it together with the relevant application form as required by the authorised agent or distributor. • <u>SRS monies</u>: You must submit the relevant application form as required by the authorised agent or distributor. Before investing, you should check with your SRS operator bank on whether a RSP using SRS monies is available.
When payment is debited:	<p>Payment will be debited from the relevant account on:</p> <ul style="list-style-type: none"> • <i>for monthly RSP subscriptions</i>: the 25th calendar day of each month; • <i>for quarterly RSP subscriptions</i>: the 25th calendar day of the last month of each calendar quarter. <p>If the 25th calendar day is not a Business Day, payment will be debited on the next Business Day.</p>
Allotment of Units:	Your investment will be made on the same Business Day (or the next Dealing Day if that day is not a Dealing Day) after payment has been debited, with the allotment of Units made normally within 2 Business Days after the debit.
Unsuccessful debits:	<p>If a debit is unsuccessful, no investment will be made for that month or quarter (as the case may be).</p> <p>After 2 consecutive unsuccessful debits, the RSP will be terminated.</p> <p>You will not be notified of any unsuccessful debit or termination.</p>
Termination of RSP by you:	You may terminate your participation in any RSP without penalty by giving 30 days' prior written notice to the authorised agent or distributor from whom you applied for the RSP.

The terms of RSPs offered by each authorised agent or distributor may vary from the above and may be subject to changes from time to time. You should contact the relevant authorised agent or distributor for details before applying.

We will not assume any liability for any losses attributable to your participation in any RSP.

12. REALISATION OF UNITS

12.1 How to realise Units

How to request for realisation:	<p>You may request to realise your Units through the following channels:</p> <ul style="list-style-type: none"> • authorised agents and distributors through whom your Units were originally purchased • ATMs (as and when available) • designated websites • other channels made available by us
Minimum realisation amount:	<p>100 Units per request.</p> <p>You may not realise part of your holding of Units if, as a result of the realisation, your holding would be less than the minimum holding set out in the Appendix of the relevant Sub-Fund.</p>
Dealing Deadline:	<p>3 p.m. Singapore time on any Dealing Day.</p> <p>For requests received and accepted by us or our authorised agents or distributors by the Dealing Deadline of a Dealing Day, Units will be realised at the realisation price applicable to that Dealing Day.</p> <p>For requests received and accepted after the Dealing Deadline or on a day that is not a Dealing Day, Units will be realised at the realisation price applicable to the next Dealing Day.</p>
Pricing basis:	Units are realised on a forward pricing basis.
Realisation price:	<p>The realisation price per Unit shall be ascertained by:</p> <p>(a) calculating the NAV as at the Valuation Point in relation to the Dealing Day on which the realisation request is received and accepted of the proportion of the Deposited Property of the relevant Sub-Fund or Class represented by one Unit; and</p> <p>(b) truncating the resultant amount to 3 decimal places.</p> <p>We may use another method of determination or adjustment or number of decimal places with the approval of the Trustee.</p> <p>Any adjustments shall be retained by the relevant Sub-Fund.</p>
Deduction of Realisation Fee:	A Realisation Fee may be deducted from the Gross Realisation Proceeds, and the Net Realisation Proceeds will be paid to you.
Conversion of realisation price:	<p>We will generally only permit realisation of Units in the relevant Class currency, and we will quote the realisation price in the relevant Class currency.</p> <p>If we decide to permit realisations in any other currency in the future, we will quote the realisation price in such currency at the applicable rate of exchange determined by us.</p>

When will Net Realisation Proceeds be paid to you:	<p>Within the period set out in the Appendix of the relevant Sub-Fund or such other period as may be permitted by the Authority.</p> <p>There may be delays in cases where the realisation of Units has been limited or suspended in accordance with paragraphs 12.3 or 15.</p> <p>Proceeds will be paid by cheque or (where applicable) credited to your designated bank account, CPF account or SRS account.</p>
Other salient terms:	<ul style="list-style-type: none"> You will bear all bank charges incurred for any telegraphic transfer of realisation proceeds to your designated bank account. If you are resident outside Singapore, we will deduct from your Gross Realisation Proceeds any expenses actually incurred by us over the amount of expenses which we would have incurred if you had been resident in Singapore. If we receive and accept a realisation request for Units before the Trustee receives your subscription monies for such Units, we may refuse to realise such Units until the next Dealing Day after the Dealing Day on which your subscription monies for such Units are received by the Trustee. Subject to the prior approval of the Trustee, we may change the method of determining the realisation price and the Trustee shall determine if the affected Holders should be informed of such change.

12.2 Numerical example of calculation of Net Realisation Proceeds

The Net Realisation Proceeds payable to you on the realisation of 1,000 Units will be calculated as follows:

1,000.00 Units	X	S\$0.900*	=	S\$900.00
Your realisation request		Realisation price		Gross Realisation Proceeds
S\$900.00	-	S\$0.00	=	S\$900.00
Gross Realisation Proceeds		Realisation Fee (0%) *		Net Realisation Proceeds

* Based on a realisation price of S\$0.900. There is currently no Realisation Fee payable for any Sub-Fund. This example is a hypothetical and is not indicative of any future realisation price. The actual realisation price will fluctuate according to the NAV of the relevant Sub-Fund or Class. Units in some Sub-Funds or Classes may not be denominated in SGD.

12.3 Limitation on realisation

We may, with the approval of the Trustee and subject to the provisions of the Deed, limit the total number of Units to be realised by the Holders or cancelled by us on any Dealing Day to 10% of the total number of Units of the relevant Sub-Fund or Class then in issue. Such limitation will be applied proportionately to all Holders who have validly requested realisations on such Dealing Day and to us.

Any Units which are not realised or cancelled will be realised or cancelled on the next Dealing Day, provided that if the number of Units to be realised or cancelled still exceeds such limit, we may continue to carry forward the realisation/cancellation requests in the same manner, until such time as the total number of Units to be realised or cancelled on a Dealing Day falls within such limit.

If realisation requests are so carried forward and you are affected, we will notify you within 7 Business Days. Realisation requests which have been carried forward from an earlier Dealing Day shall be dealt with in priority to later requests.

12.4 Compulsory realisations

We may compulsorily realise your holding of Units in certain circumstances. See [paragraph 22.2](#) for further details.

13. SWITCHING OF UNITS

How to switch your Units:	You may request to switch your Units for Units in a different Class or Sub-Fund, or for units of any other Group Fund (the “ new units ”) by giving us or our authorised agents or distributors a switching request in the prescribed form.
When switches are made:	<p>Switches will only be made on a day (“Common Dealing Day”) which is both a Dealing Day for your Units and a dealing day for the new units.</p> <p>For requests received and accepted by us or our authorised agents or distributors by the Dealing Deadline of a Common Dealing Day, Units will be switched on that Common Dealing Day.</p> <p>For requests received and accepted after the Dealing Deadline or on a day that is not a Common Dealing Day, Units will be switched on the next Common Dealing Day.</p>
How switches are carried out:	<p>A switch of Units will be effected as follows:</p> <p>(a) your Units will be realised at the realisation price calculated under <u>paragraph 12</u>;</p> <p>(b) the net realisation proceeds shall then be used (after deducting any Switching Fee payable) to subscribe for new units at the prevailing issue price of such new units. For the purposes of the switch, we may waive in whole or in part the subscription fee for the new units and/or the Realisation Fee (if any).</p>
Other salient terms:	<ul style="list-style-type: none"> • Switches will be at our discretion. • You may switch into Class B Units and Class Z Units of a Sub-Fund only with our prior written approval. • You may withdraw a switching request only with our consent. • Switching is subject to the terms of the Deed and the constitutive documents of the Group Fund, including the provisions relating to the issue and realisation of Units. • Switches will not be allowed during the initial offer period of the original Sub-Fund/Class. • Switches will not be allowed if it results in you holding Units below any applicable minimum holding. • You may only switch between Units denominated in different currencies with our consent. • Switches will not be allowed during any period where the realisation of Units has been limited or suspended in accordance with <u>paragraphs 12.3 or 15</u>, or when the issue of new units is suspended. • Units purchased with cash, CPF or SRS monies (as the case may be) may only be switched to new units which may be purchased with the same payment method. • Neither we nor the Trustee shall have responsibility or liability to ensure that the provisions of the constitutive documents of the Group Fund relating to the issue, realisation or switching of units are complied with.

14. OBTAINING PRICES OF UNITS

You may obtain indicative prices of Units:

- from our authorised agents and distributors; or
- by calling our hotline at 1800 22 22 228 from 8 a.m. to 8 p.m. daily (Singapore time).

The actual prices quoted will generally be published 2 Business Days after the relevant Dealing Day in the relevant Class currency. Prices may be published in local or foreign publications such as The Straits Times and The Business Times, and on our website at uobam.com.sg or any other website designated by us. Publication frequency depends on the policies of the relevant publisher.

Except for our own publications, we do not accept any responsibility for errors made by any publisher, whether in the published prices or for any non-publication or late publication of prices. We will not be liable in respect of any action taken or loss suffered by you arising from any publication by such publishers.

15. SUSPENSION OF DEALINGS

15.1 Subject to the provisions of the Code, we or the Trustee may, with the prior written approval of the other, suspend the issue and realisation of Units of a Sub-Fund or Class of a Sub-Fund during:

- any period when the Recognised Market on which a material part of the Authorised Investments forming part of the Deposited Property of such Sub-Fund for the time being are listed, quoted or dealt in is closed (otherwise than for public holidays) or during which dealings are substantially restricted or suspended;
- the existence of any state of affairs which, in the Trustee's and our opinion, might seriously prejudice the interests of the Holders in relation to such Sub-Fund or Class as a whole or of the Deposited Property of such Sub-Fund;
- any period when a state of emergency prevents a practicable disposal of such Authorised Investments by or on behalf of the Trustee;
- any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments, or the current price on the relevant Recognised Market, or when for any reason the prices of any of such Authorised Investments, or the amount of any of our liability and/or the liability of the Trustee for the account of the Fund or such Sub-Fund, cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
- any period when remittance of moneys which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments for the time being constituting the Deposited Property of such Sub-Fund is not possible or cannot, in the Trustee's and our opinion, be carried out at normal rates of exchange;
- upon the occurrence of any event causing us to liquidate a substantial percentage of the assets comprised in the Deposited Property (as determined in our absolute discretion), or to terminate such Sub-Fund;
- any period whereby dealing of Units has to be suspended to effect the subdivision or consolidation of Units;
- any period when the dealing of Units is suspended pursuant to any order or direction of the Authority or any judicial or governing authority of competent jurisdiction;
- any 48 hour period (or such longer period as may be agreed between the Trustee and us) prior to the date of any meeting of Holders of such Sub-Fund or Class or the Fund (or any adjourned meeting thereof);
- any period when our business operations or the business operations of any sub-manager or the Trustee in relation to the operation of the Fund or such Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolutions, civil unrest, riots, strikes or acts of God;
- exceptional circumstances, where we have determined that such suspension is in the best interest of the Holders;

- (l) any period when dealings in any one or more underlying entities in which a Sub-Fund has invested a substantial portion of its assets are suspended; or
 - (m) such other circumstances as may be required under the provisions of the Code.
- 15.2 Without prejudice to paragraph 15.1 above, the Trustee may, with the prior approval of the Authority, suspend the issue and realisation of Units of a Sub-Fund or Class of a Sub-Fund if:
- (a) we go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee, such approval not to be unreasonably withheld or delayed);
 - (b) a receiver or trustee is appointed of the whole or of any substantial part of our assets or undertaking; or
 - (c) we convene a meeting of our creditors or make or propose to make any arrangement or composition with or any assignment for the benefit of our creditors.
- 15.3 Subject to the provisions of the Code, we and/or the Trustee (as the case may be) may from time to time also suspend the issue and/or realisation of Units in certain situations as set out in the Deed, including suspending the realisation of Units for such reasonable period as may be necessary to effect an orderly redemption of investments in accordance with Clause 16.8 of the Deed.
- 15.4 Subject to the provisions of the Code, any such suspension will take effect upon our written declaration to the Trustee (or vice versa, as the case may be) and will end as soon as practicable when the condition giving rise to the suspension no longer exists and no other condition under which suspension is authorised under this paragraph 15 or the applicable provisions of the Deed exists upon our (or, as the case may be, the Trustee's) written declaration of the same and in any event, within such period as may be prescribed by the Code. The period of suspension may be extended in accordance with the Code. Any payment for any Units realised before the commencement of any such suspension which has not been paid before the commencement thereof may, if we and the Trustee agree, be deferred until immediately after the end of such suspension.
- 16. PERFORMANCE OF THE SUB-FUNDS**
- 16.1 The past performance, benchmark and expense and turnover ratios of each Sub-Fund (and where applicable each Class thereof) are set out in the relevant Appendix.
- 16.2 The expense ratio is calculated in accordance with the requirements in the Investment Management Association of Singapore's guidelines on the disclosure of expense ratios (the "**IMAS Guidelines**") and is based on the relevant Sub-Fund's latest audited accounts. The following expenses (where applicable) as set out in the IMAS Guidelines (as may be updated from time to time), are excluded from the calculation of the expense ratio:
- (a) brokerage and other transaction costs associated with the purchase and sales of investments (such as registrar charges and remittance fees);
 - (b) foreign exchange gains and losses, whether realised or unrealised;
 - (c) front-end loads, back-end loads and other costs arising on the purchase or sale of other funds;
 - (d) tax deducted at source or arising on income received, including withholding tax;
 - (e) interest expense; and
 - (f) dividends and other distributions paid to the Holders.
- 16.3 The turnover ratio of each Sub-Fund is calculated based on the lesser of purchases or sales of the relevant Sub-Fund's underlying investments expressed as a percentage of the daily average NAV of the relevant Sub-Fund.

17. SOFT DOLLAR COMMISSIONS/ARRANGEMENTS

17.1 Managers' soft dollar disclosures

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

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

We will not accept or enter into soft dollar commissions/arrangements in respect of any Sub-Fund unless (a) such soft dollar commissions/arrangements can reasonably be expected to assist us in the management of the relevant Sub-Fund, (b) best execution is carried out for the transactions, and (c) no unnecessary trades are entered into in order to qualify for such soft dollar commissions/arrangements.

We do not, and are not entitled to, retain cash or commission rebates for our own account in respect of rebates earned when transacting in securities for account of any Sub-Fund.

17.2 Sub-Managers' and Sub-Investment Managers' soft dollar disclosures

The Sub-Managers, the Sub-Investment Managers and their affiliates (collectively the “**Wellington Management group**”) utilize external research from broker/dealers and independent or “third party” research firms (“**Research Services**”) in their investment decision-making process. These Research Services assist Wellington Management group in its efforts to maximize investment returns in client accounts.

In some cases, Wellington Management group pays directly for Research Services. In most cases, however, Wellington Management group obtains Research Services using client commissions. When Wellington Management group obtains Research Services using client commissions, it does so in a manner designed to comply with applicable securities regulations, which differ significantly by jurisdiction. In some instances, a portion of the cost of Research Services is bundled with trade execution services provided by broker/dealers. In other instances, broker/dealers provide the Wellington Management group with research from independent firms as a result of trade executions it places with them. The commissions Wellington Management group's clients pay on these trades are higher than the lowest available rates as lowest available rates are generally for execution only services. While the commissions on those trades are paid by the Wellington Management group's clients' accounts, these commissions pay for Research Services provided to the Wellington Management group.

The Wellington Management group places orders with broker/dealers that provide Research Services to the Wellington Management group, but only when the group's global trading department judges that the broker/dealer is capable of providing best execution for that transaction. The global trading department may consider the Research Services provided by a broker/dealer as a deciding factor in selecting who will execute an order when it determines that more than one broker/dealer can offer the execution services needed to seek best execution on that transaction.

Research Services paid for through client commissions are not linked directly to particular transactions. Some Research Services may benefit the Wellington Management group's clients as a whole, while others may benefit a specific segment of clients. Research Services received through client commissions can be used by all of the Wellington Management group's investment personnel, including those who have no direct involvement with the client account whose trading activity generated the commissions.

18. CONFLICTS OF INTEREST

18.1 Managers' conflicts of interest disclosures

We are of the view that there is no conflict of interest in our management of other funds and each Sub-Fund because of the following structures in place:

- (a) Investment decisions for each fund are made impartially. There are no preferred customers or funds and all accounts are treated equally.
- (b) All investment ideas are shared equally among fund managers.
- (c) We subscribe to the Code of Ethics and the Standards of Professional Conduct as prescribed by the Chartered Financial Analyst Institute (“**CFA Institute**”) in the United States of America. The CFA Institute is the primary professional organisation for security analysts, investment managers and others who are involved in the investment decision-making process. All charter holders of the CFA Institute and candidates who are in pursuit of the charter, including those from Singapore, are expected to comply with CFA Institute standards. The Code of Ethics and the Standards of Professional Conduct are in place to ensure high ethical and professional standards of investment professionals as well as fair treatment of the investing public.
- (d) Despite the possible overlap in the scope of investments, none of the funds are identical to one another and investment decisions are made according to the individual risk-return characteristic of the relevant fund.
- (e) Most importantly, our usual fair and unbiased practice is to allocate investments proportionately between various funds which place the same orders simultaneously. However, if there are any potential conflicts of interests due to competing orders for the same securities, we will adopt an average pricing policy whereby orders that are partially fulfilled on a particular day will be allotted proportionately among the funds based on their respective initial order size and such quantity allotted will be at the average price of such investments on that particular day.

We shall conduct all transactions with or for each Sub-Fund on an arm's length basis.

Save as provided in the Deed, our associates may be engaged to provide banking, brokerage, financial or other services to any Sub-Fund or the Fund or buy, hold and deal in any investments, enter into contracts or other arrangements with the Trustee or us and make profits or derive benefits from these activities. Such services to the relevant Sub-Fund or the Fund, where provided, and such activities with the Trustee or us, where entered into, will be on an arm's length basis.

We and our related entities, officers or employees may from time to time invest and deal in Units in any Sub-Fund for each of our respective individual accounts or (in our case and in the case of our related entities) for the account of another person (including, without limitation, our and our related entities' other clients).

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

Subject to the provisions of the Code, we may from time to time:

- (i) invest monies of any Sub-Fund in the securities of any of our related corporations (as defined in Section 4 of the Companies Act, Chapter 50 of Singapore) (each, a “**related corporation**”);
- (ii) invest monies of any Sub-Fund in other collective investment schemes managed by us or our related corporations; and
- (iii) deposit monies of any Sub-Fund in the ordinary course of business of the relevant Sub-Fund with our related corporations which are banks licensed under the Banking Act, Chapter 19 of Singapore, finance companies licensed under the Finance Companies Act, Chapter 108 of Singapore, merchant banks approved as financial institutions under Section 28 of the Monetary Authority of Singapore Act, Chapter 186 of Singapore or any other deposit-taking institution licensed under an equivalent law in a foreign jurisdiction.

We will endeavour to ensure that such investments and deposits are made on normal commercial terms and are consistent with the investment objective, focus and approach of the relevant Sub-Fund.

18.2 Sub-Managers' and Sub-Investment Managers' conflicts of interest disclosures

Conflicts may arise in the ordinary course of business conducted by the Sub-Managers and the Sub-Investment Managers. The Sub-Managers and the Sub-Investment Managers will seek to avoid or minimize these conflicts where reasonably possible. Conflicts are managed through policies and procedures that the Sub-Managers and the Sub-Investment Managers each believe are sufficient to protect the interests of their respective clients, including the Sub-Funds while providing high quality investment services to all of their clients.

The Sub-Managers and the Sub-Investment Managers have adopted and implemented policies and procedures, including brokerage and trade allocation policies and procedures, which they believe address the conflicts associated with managing multiple accounts for multiple clients. In addition, the Sub-Managers, the Sub-Investment Managers and the Wellington Management group monitor a variety of areas, including compliance with primary account guidelines, the allocation of initial public offers, and compliance with their Code of Ethics, and place additional investment restrictions on investment professionals who manage hedge funds and certain other accounts. Furthermore, senior investment and business personnel of the Sub-Managers, the Sub-Investment Managers and the Wellington Management group conduct periodic reviews of the performance of investment professionals.

18.3 Trustee's conflicts of interest disclosures

The Trustee shall conduct all transactions with or for each Sub-Fund on an arm's length basis.

The Trustee, the registrar and the custodian may from time to time act as trustee, administrator, registrar or custodian or otherwise as may be required from time to time in relation to, or be otherwise involved in or with, other funds and clients which have similar investment objectives to those of the relevant Sub-Fund. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the relevant Sub-Fund. Each will, at all times, have regard in such event to its obligations to the relevant Sub-Fund and will endeavour to ensure that such conflicts are resolved fairly and taking into account Holders' interests.

The services of the Trustee provided to the relevant Sub-Fund are not deemed to be exclusive and the Trustee shall be free to render similar services to others (including those that may compete with (or have a similar objective to) the business of the relevant Sub-Fund) so long as its services hereunder are not impaired thereby and to retain for its own use and benefit all appropriate fees and benefits. Conflicts of interest will likely arise from the fact that State Street is engaged in a wide variety of businesses and will provide services to many clients with the same or different objectives. The Trustee and its related parties shall not be deemed to be affected with notice of or to be under any duty to disclose to the relevant Sub-Fund any fact or information which comes to the notice of the Trustee in the course of the Trustee rendering similar services to other parties or in the course of its business in any other capacity, otherwise than in the course of carrying out its duties under the Deed or as required by any applicable laws and regulations for the time being in force.

Save as provided in the Deed, the associates of the Trustee may be engaged to provide banking, brokerage, financial or other services to any Sub-Fund or the Fund or buy, hold and deal in any investments, enter into contracts or other arrangements with the Trustee or the Managers and make profits or derive benefits from these activities. Such services to the relevant Sub-Fund or the Fund, where provided, and such activities with the Trustee or the Managers, where entered into, will be on an arm's length basis. In particular:

- (a) State Street Bank and Trust Company, acting through its Singapore Branch, a party related to the Trustee, has been appointed as custodian of the Sub-Funds. The custodian may also appoint related parties as sub-custodians. Cash will be placed with the custodian as banker or may, at the discretion of the Managers, be invested in certificates of deposit or banking instruments issued by a related party of the Trustee, including the custodian. Money may also be borrowed by the relevant Sub-Fund from a State Street entity. In its capacities as custodian and banker, State Street will earn fees/interest for such services and may receive other benefits in connection with such services.
- (b) Where foreign exchange transactions, including but not limited to spot, forward or swap transactions (collectively "**foreign exchange transactions**"), are entered into for or on behalf of the Sub-Fund with an affiliate of the Trustee (a "**State Street counterparty**"), the State Street counterparty will enter into such

transaction as principal counterparty and not as agent or fiduciary for the Trustee, the Managers or the Sub-Fund and such State Street counterparty shall be entitled to retain for its own use and benefit any benefit which it may derive from any such foreign exchange transactions or the holding of any cash in connection with such transactions. Foreign exchange transactions may also be entered into for or on behalf of the Sub-Fund with counterparties other than a State Street counterparty.

19. REPORTS

The financial year-end of each Sub-Fund is 31 December.

The reports and accounts of the Sub-Funds will be sent or made available to Holders by post or by such electronic means as may be permitted under the Code within the following periods or such other periods as may be permitted by the Authority:

Report/account	Availability
(a) Annual report, annual audited accounts and the auditors' report on the annual accounts	Within 3 months of the end of the financial year.
(b) Semi-annual report and semi-annual accounts	Within 2 months of the end of the period to which the report and accounts relate.

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

20. QUERIES AND COMPLAINTS

If you have any enquiries about the Sub-Funds or the Fund, you may contact us at:

Hotline No : 1800 22 22 228
 Operating hours : 8 a.m. to 8 p.m. daily (Singapore time)
 Fax No : 6532 3868
 Email : uobam@uobgroup.com

21. OTHER MATERIAL INFORMATION

21.1 Market timing

The Sub-Funds are not designed and managed to support short-term investments. In this regard, we take a serious view of, and strongly discourage the practice of market timing (that is, investors conducting short-term buying or selling of Units to gain from inefficiencies in pricing) as such practices may cause an overall detriment to the interests of other investors.

In addition, short-term trading in Units increases the total transaction costs of the relevant Sub-Fund, such as trading commission and other costs which are absorbed by all other investors. Moreover, the widespread practice of market timing may cause large movements of cash in the relevant Sub-Fund, which may disrupt the investment strategies to the detriment of other investors.

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

21.2 Information on investments

At the end of each quarter, you will receive a statement showing the value of your investments in the relevant Sub-Fund. If you conduct any transaction(s) within a particular month, you will receive an additional statement at the end of that month.

21.3 Indemnities

We and the Trustee are entitled to be indemnified out of or have recourse to the Deposited Property of the relevant Sub-Fund in accordance with the terms of the Deed. See the Deed for further details.

21.4 Liquidation of the Managers, the Trustee, the Sub-Managers, the Sub-Investment Managers or the custodian

Subject to the provisions of the Deed, if the Managers or the Trustee go into liquidation (except for a voluntary liquidation for the purpose of reconstruction or amalgamation), new managers or a new trustee (as the case may be) may be appointed or the Fund may be terminated. See the Deed for further details on what happens if the Managers or the Trustee go into liquidation.

Subject to the provisions of the relevant sub-management agreement between the Managers and the Sub-Managers, if the Sub-Managers becomes insolvent (except for a voluntary liquidation for the purpose of reconstruction or amalgamation or merger on terms previously approved in writing by the Managers), the Managers may appoint a new sub-manager for the relevant Sub-Fund or decide to manage the relevant Sub-Fund themselves.

Subject to the provisions of the relevant sub-management agreement between the Managers and Sub-Managers, if any of the Sub-Investment Managers becomes insolvent, the Sub-Managers may appoint (with the approval of the Managers) a new sub-investment manager for the relevant Sub-Fund.

Custodial Risk

There are risks involved in dealing with the custodian who holds the relevant Sub-Fund's investments or settles the relevant Sub-Fund's trades. It is possible that, in the event of the insolvency or bankruptcy of the custodian, the relevant Sub-Fund would be delayed or prevented from recovering its assets from the custodian, or its estate, and may have only a general unsecured claim against the custodian for those assets. In recent insolvencies of financial institutions, the ability of certain customers to recover their assets from the insolvent financial institution's estate has been delayed, limited, or prevented, often unpredictably, and there is no assurance that any assets held by the relevant Sub-Fund with the custodian will be readily recoverable by the relevant Sub-Fund. In addition, there may be limited recourse against non-U.S. sub-custodians in those situations in which the relevant Sub-Fund invests in markets where custodial and/or settlement systems and regulations are not fully developed, including emerging markets, and the assets of the relevant Sub-Fund have been entrusted to such non-U.S. sub-custodians.

22. PROVISIONS OF THE DEED

Some of the provisions of the Deed are set out below. *See the Deed for the full terms and conditions of the Sub-Funds.*

22.1 Valuation

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

- (a) a Quoted Investment, shall be calculated, as the case may be, by reference to the official closing price, the last known transacted price or the last transacted price (or, with the prior approval of the Trustee, the last bid price) as at the last official close on the relevant Recognised Market (or at such other time as the Managers may from time to time determine after consultation with the Trustee). Where such Quoted Investment is listed, dealt or traded in more than one Recognised Market, the Managers (or such person as the Managers may appoint for the purpose) may in their absolute discretion select any one of such Recognised Markets for the foregoing purposes and, if there is no such official closing price, last known transacted price or last transacted price, the value shall be calculated by reference to the last available prices quoted by responsible firms, corporations or associations on a Recognised Market at the time of calculation (or at such other time as the Managers may from time to time determine after consultation with the Trustee) and where there is no Recognised Market, the price of the relevant Investment as quoted by a person, firm or institution making a market in that Investment, if any (and if there shall be more than one such market maker, then such market maker as the Managers shall designate);
- (b) an Unquoted Investment, shall be calculated by reference to, where applicable: (i) the initial value thereof being the amount expended in the acquisition thereof; (ii) the price of the relevant Investment as quoted by

a person, firm or institution making a market in that Investment, if any (and if there shall be more than one such market maker, then such market maker as the Managers may designate), as may be determined by the Managers to represent the fair value of such Investment; or (iii) the sale prices of recent public or private transactions in the same or similar Investments, valuations of comparable companies or discounted cash flow analysis, as may be determined to represent the fair value of such Investment. In the valuation of such Investment, the Managers may take into account relevant factors including, without limitation, significant recent events affecting the issuer such as pending mergers and acquisitions and restrictions as to saleability or transferability;

- (c) cash, deposits and similar assets shall be valued (by a person approved by the Trustee as qualified to value such cash, deposits and similar assets) at their face value (together with accrued interest) unless, in the opinion of the Managers (after consultation with the Trustee), any adjustment should be made to reflect the value thereof;
- (d) a unit or share in a unit trust scheme or mutual fund or collective investment scheme shall be valued at the latest published or available net asset value per unit or share, or if no net asset value per unit or share is published or available, then at their latest available realisation price; and
- (e) an Investment other than as described above, shall be valued by a person approved by the Trustee as qualified to value such an Investment in such manner and at such time as the Managers shall from time to time determine after consultation with the Trustee,

provided that, if the quotations referred to in paragraphs 22.1(a) to 22.1(e) above are not available, or if the value of the Authorised Investment determined in the manner described in paragraphs 22.1(a) to 22.1(e) above is determined by the Managers with due care and in good faith to not be representative of the value of such Authorised Investment, then the value shall be such value as the Managers may with due care and in good faith consider in the circumstance to be the fair value and is approved by the Trustee. The Managers shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the “**fair value**” shall be determined by the Managers in consultation with a stockbroker or an approved valuer and with the approval of the Trustee in accordance with the Code. Where the fair value of a material portion of the Deposited Property of a Sub-Fund cannot be determined, the Managers shall, subject to the provisions of the Code, suspend valuation and dealing in the Units of that Sub-Fund.

The Managers may from time to time, with the prior written approval of the Trustee, amend the method of valuation set out above and the Trustee shall determine if the Holders should be informed of such amendment.

22.2 Compulsory realisations

The Managers have the right (in consultation with the Trustee) to compulsorily realise any holdings of Units in a Sub-Fund held by:

- (a) any Holder:
 - (i) whose subscription for or holding of Units, in the opinion of the Managers, is or may be in breach of any applicable law or regulation in any jurisdiction; or
 - (ii) where such realisation is, in the opinion of the Managers, necessary or desirable for the compliance of the Managers or the Sub-Fund with any applicable law or regulation in any jurisdiction (including any regulatory exemption conditions); or
- (b) any Holder whose holdings, in the opinion of the Managers:
 - (i) may cause the Sub-Fund to lose its authorised or registered status with any regulatory authority in any jurisdiction; or
 - (ii) may cause the offer of the Units of the Sub-Fund, the Sub-Fund, this Prospectus, the Deed, the Managers or the Trustee to become subject to any authorisation, recognition, approval or registration requirements under any law or regulation in any other jurisdiction; or

- (c) any Holder whose holdings, in the opinion of the Managers:
 - (i) may cause a detrimental effect on the tax status of the Sub-Fund in any jurisdiction or on the tax status of the Holders of the Sub-Fund; or
 - (ii) may result in the Sub-Fund or other Holders of the Sub-Fund suffering any other legal or pecuniary or administrative disadvantage which the Sub-Fund or Holders might not otherwise have incurred or suffered; or
- (d) any Holder who fails any anti-money laundering, anti-terrorist financing or know-your-client checks, or where information and/or documentary evidence requested by the Managers and/or the Trustee for the purposes of any anti-money laundering, anti-terrorist financing or know-your-client checks cannot be obtained from the Holder (or the Holder has failed to provide the same) in a timely manner; or
- (e) any Holder, where information (including but not limited to information regarding tax status, identity or residency), self-certifications or documents as may be requested by the Managers and/or the Trustee pursuant to laws, regulations, guidelines, directives or contractual obligations with other jurisdictions' authorities (including, without limitation, the FATCA and/or any Singapore laws, regulations, guidelines and directives implemented as part of any IGA entered into between the U.S. and Singapore in connection with FATCA) cannot be obtained from the Holder, or the Holder has failed to provide the same, in a timely manner; or
- (f) any Holder who does not consent, or withdraws his consent, for the Managers or the Trustee to collect, use and/or disclose information or data relating to the Holder, where (in the opinion of the Managers or the Trustee) such information or data is necessary or desirable for the Managers, the Trustee, their respective related corporations and/or other service providers to perform their respective services and/or duties to or in respect of the Sub-Fund and/or the Holder.

Any compulsory realisation under this paragraph may be carried out by the Managers on any Dealing Day, with prior notice to the relevant Holder, and shall be carried out in accordance with, and at the Realisation Price determined under, the applicable provisions on realisations in the Deed.

If the Managers and/or the Trustee are required to account to any duly empowered fiscal authority of Singapore or elsewhere for any income or other taxes, charges or assessments whatsoever on the value of any Units held by a Holder, the Managers (in consultation with the Trustee) shall be entitled, at any time with prior notice to that Holder, to realise such number of Units held by that Holder as may be necessary to discharge the liability arising. The Managers and/or the Trustee (as the case may be) shall be entitled to apply the proceeds of such realisation in payment, reimbursement and/or set-off against the liability.

The Managers, the Trustee and their respective delegates, agents or associates shall not be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any Holder or any party arising out of or caused in whole or in part by any actions which are taken by the Managers, Trustee and/or any of their respective delegates, agents or associates under this paragraph 22.2.

22.3 Custody of Deposited Property

- (a) The Trustee shall be responsible for the safe custody of the Deposited Property. Any Authorised Investments forming part of the Deposited Property shall, whether in bearer or registered form, be paid or transferred to or to the order of the Trustee forthwith on receipt by the Managers and be dealt with as the Trustee may think proper for the purpose of providing for the safe custody thereof. Notwithstanding the foregoing and any provision of the Deed, the custody of any bearer investment shall always be subject to the prior agreement of the Trustee. The Trustee may act as custodian itself or may appoint such persons (including any Associate of the Trustee) as custodian or joint custodians (with the Trustee if acting as custodian or with any other custodian appointed by the Trustee) of the whole or any part of the Deposited Property of each of the Sub-Funds and (where the Trustee is custodian) may appoint or (where the Trustee appoints a custodian) may empower such custodian or joint custodian (as the case may be) to appoint, with prior consent in writing of the Trustee, sub-custodians. The fees and expenses of any such custodian, joint custodian or sub-custodian shall be paid out of the Deposited Property of the relevant Sub-Fund. The Trustee may at any time procure that:

- (i) the Trustee;
- (ii) any officer of the Trustee jointly with the Trustee;
- (iii) any nominee appointed by the Trustee;
- (iv) any such nominee and the Trustee;
- (v) any custodian, joint custodian or sub-custodian appointed;
- (vi) any company operating a depository or recognised clearing system in respect of the Deposited Property of the relevant Sub-Fund; or
- (vii) any broker, financial institution or other person with whom the same is deposited in order to satisfy any requirement to deposit margin or security,

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

- (b) Subject always to the applicable laws, regulations, guidelines and directions, the Trustee shall not be liable:
 - (i) for any loss, damage, claim, cost or expense resulting from or caused by the liquidation, bankruptcy, insolvency, administration or other equivalent process in relation to any custodian, sub-custodian or central securities depository or clearing system or settlement system or clearing system depository with which any Authorised Investments and other property or assets acquired in relation to the relevant Sub-Fund are deposited;
 - (ii) for any loss, damage, claim, cost or expense resulting from or caused by the act or omission of, any central securities depository or clearing system or settlement system or clearing system depository or any other person with which any Authorised Investments and other property or assets acquired in relation to the relevant Sub-Fund are deposited;
 - (iii) for any loss, damage, claim, cost or expense resulting from or caused by the Authorised Investments and other property or assets acquired in relation to the relevant Sub-Fund which have been placed with any portfolio managers, futures commission merchants, bankers, lenders, agents, nominees, brokers or other intermediaries upon the instructions of the Managers or the Managers' delegates;
 - (iv) for any loss, damage, claim, cost or expense resulting from or caused by the Authorised Investments and other property or assets acquired in relation to the relevant Sub-Fund not registered in the name of the Trustee or its nominee;
 - (v) for any loss, damage, claim, cost or expense caused by any central securities depository or clearing system or settlement system or clearing system depository;
 - (vi) in respect of nor shall the Trustee be responsible for (i) any loss incurred through the insolvency of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee except where such appointee is an Associate of the Trustee or (ii) any act or omission of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee except where the loss caused by such act or omission is a direct result of fraud or wilful default of the Trustee;
 - (vii) for any loss, damage, claim, cost or expense caused by the act or omission of any sub-custodian not appointed by it.
- (c) The Managers may from time to time instruct the Trustee to open account(s) with any bank or other financial institutions. Notwithstanding any other provisions in the Deed, but subject to all applicable laws relating to and governing the Trustee and in the absence of any fraud, negligence, wilful default by the Trustee, the Trustee shall not be responsible for the safekeeping of Deposited Property deposited with or remaining in any such account(s) and will not be liable for any loss occasioned by reason of the liquidation, bankruptcy or insolvency of such bank or other financial institutions.

22.4 Additional indemnity

Any indemnity expressly given to the Managers or the Trustee in the Deed is in addition to and without prejudice to any indemnity allowed by law provided that no provision in the Deed shall in any case where the Trustee or the Managers have failed to show the degree of care and diligence required of them as trustee and manager of the Fund or any Sub-Fund, exempt them or indemnify them against any liability for breach of trust.

22.5 Termination of the Fund or Sub-Fund

- (a) Each Sub-Fund is of indeterminate duration and may be terminated as provided in this paragraph 22.5.
- (b)
 - (i) Either the Managers or the Trustee may in their absolute discretion terminate the Fund by giving not less than 2 months' notice to the other provided that such termination shall take effect no earlier than 3 years after the date of the Deed.
 - (ii) Either the Managers or the Trustee may in their absolute discretion terminate a Sub-Fund by giving not less than 2 months' notice to the other provided that such termination shall take effect no earlier than 3 years after the commencement date of the Sub-Fund as specified in the Deed.
- (c) Termination by the Trustee:
 - (i) Notwithstanding paragraph 22.5(b), the Fund may be terminated by the Trustee if:
 - (1) any law is passed or any direction is given by the relevant authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund;
 - (2) within the period of 3 months after the date on which the Trustee gave notice in writing to the Managers that it wishes to retire pursuant to Clause 38.2 of the Deed, a new trustee has not been appointed in accordance with that Clause;
 - (3) new managers have not been appointed in accordance with Clause 37.3 of the Deed, within the period of 3 months after the date on which the Trustee gave notice in writing to the Managers pursuant to Clause 37.1 of the Deed; or
 - (4) within the period of 3 months from the date of the Managers giving notice of intent to retire (or such longer period as the Managers and the Trustee may mutually agree in writing), new managers have not been appointed in accordance with the terms of Clause 37.3 of the Deed.

The decision of the Trustee in any of the events specified in this paragraph 22.5(c)(i) shall be final and binding upon the Managers and the Holders but the Trustee shall be under no liability on account of any failure to terminate the Fund pursuant to this paragraph 22.5(c)(i) or otherwise.

- (ii) Notwithstanding paragraph 22.5(b), each Sub-Fund may be terminated by the Trustee if:
 - (1) any law is passed or any direction is given or any authorisation granted to the relevant Sub-Fund is revoked by the relevant authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the relevant Sub-Fund;
 - (2) if the Authority revokes or withdraws the authorisation of that Sub-Fund under Section 288 of the SFA; or
 - (3) all outstanding Units of that Sub-Fund have been redeemed whether through optional or compulsory redemption and the Trustee has obtained prior written agreement of the Managers to such termination.

Subject to paragraph 22.5(c)(ii)(3), the decision of the Trustee in any of the events specified in this paragraph 22.5(c)(ii) shall be final and binding upon the Managers and the Holders but the Trustee shall be under no liability on account of any failure to terminate the Sub-Fund pursuant to this paragraph 22.5(c)(ii) or otherwise.

(d) Termination by the Managers:

(i) Notwithstanding paragraph 22.5(b), the Fund may be terminated by the Managers:

- (1) on any date if on such date the aggregate of the value of the Deposited Property of all the Sub-Funds is less than S\$5,000,000;
- (2) if the Trustee is no longer an approved trustee pursuant to Clause 38.3 of the Deed and a new trustee of the Fund has not been appointed in accordance with the terms of the Deed;
- (3) if any law is passed or any direction is given by the relevant authority which renders it illegal or in the reasonable opinion of the Managers impracticable or inadvisable to continue the Fund; or
- (4) if in the reasonable opinion of the Managers, with the Trustee's prior approval, it becomes impractical, uneconomic, inadvisable or contrary to the interests of the Holders to continue the Fund.

Subject to paragraph 22.5(d)(i)(4) the decision of the Managers in any of the events specified in paragraph 22.5(d)(i) shall be final and binding upon the Trustee and the Holders but the Managers shall be under no liability on account of any failure to terminate the Fund pursuant to paragraph 22.5(d)(i) or otherwise.

(ii) Notwithstanding paragraph 22.5(b), each Sub-Fund may be terminated by the Managers:

- (1) on any date if on such date the aggregate of the value of the Deposited Property of the relevant Sub-Fund is less than S\$5,000,000;
- (2) if any law is passed or any direction is given or any authorisation granted to the relevant Sub-Fund is revoked by the relevant authority which renders it illegal or in the reasonable opinion of the Managers impracticable or inadvisable to continue the relevant Sub-Fund;
- (3) if the Authority revokes or withdraws the authorisation of that Sub-Fund under Section 288 of the SFA;
- (4) if in the reasonable opinion of the Managers, with the Trustee's prior approval it becomes impractical, uneconomic, inadvisable or contrary to the interests of the Holders to continue the relevant Sub-Fund; or
- (5) in the event of the amalgamation, reconstruction, reorganisation, dissolution, liquidation, merger or consolidation of any underlying entity corresponding to that Sub-Fund, or a change in the managers or investment adviser of any such underlying entity.

Subject to paragraph 22.5(d)(ii)(4), the decision of the Managers in any of the events specified in this paragraph 22.5(d)(ii) shall be final and binding upon the Trustee and the Holders but the Managers shall be under no liability on account of any failure to terminate the Fund or any Sub-Fund pursuant to this paragraph 22.5(d)(ii) or otherwise.

(e) The party terminating the Fund or Sub-Fund in accordance with paragraph 22.5 (other than any termination pursuant to paragraph 22.5(f)) shall give notice in writing of such termination to the relevant Holders and by such notice fix the date at which such termination is to take effect which date shall not be less than 2 months or such other period as may be determined by the Managers with the Trustee's approval after the service of such notice (or such other date as may be necessary to comply with any law or directions given by the Authority).

(f) Extraordinary Resolution:

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

- (ii) A Sub-Fund may at any time be terminated by the Holders of that Sub-Fund by Extraordinary Resolution and such termination shall take effect on the date on which the Extraordinary Resolution is passed or on such later date (if any) as the Extraordinary Resolution may provide.
- (g) The Managers shall give written notice of the termination of the Fund or relevant Sub-Fund to the Authority at least 7 days before termination of the Fund or relevant Sub-Fund (or such other number of days as may be permitted by the Authority).
- (h) Provided that the Holders of Units of the relevant Sub-Fund or Class have been circulated with the particulars of a scheme of reconstruction or amalgamation to be entered into with the managers and the trustee of some other unit trust scheme or open-ended investment company and an Extraordinary Resolution of such Holders of Units of the relevant Sub-Fund or Class has been duly passed authorising and directing the Managers and the Trustee to enter into the said scheme, then the said scheme shall take effect upon the passing of such Extraordinary Resolution or upon such later date as the scheme may provide, whereupon (i) the Deed shall, to the extent inconsistent with the scheme, be amended by the terms of the scheme, and (ii) the terms of such scheme shall be binding upon all the Holders of Units of the relevant Sub-Fund or Class who shall be bound to give effect thereto accordingly and the Managers and the Trustee shall do all such acts and things as may be necessary for the implementation thereof.

22.6 Termination of a Class

- (a) Any Class established shall be of indeterminate duration and may be terminated in accordance with this paragraph 22.6.
- (b) Either the Managers or the Trustee may in their absolute discretion terminate any Class by giving not less than 2 months' prior written notice to the other.
- (c) A Class may be terminated by the Trustee if any law is passed or any direction is given by the relevant authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue that Class. The decision of the Trustee in such event shall be final and binding upon the Managers and the Holders of that Class but the Trustee shall be under no liability on account of any failure to terminate the Class pursuant to this paragraph 22.6(c) or otherwise.
- (d) A Class may be terminated by the Managers:
 - (i) if the Units of that Class in issue fall below a number to be determined by the Managers;
 - (ii) if any law is passed or any direction is given by the relevant authority which renders it illegal or in the reasonable opinion of the Managers impracticable or inadvisable to continue the Class; or
 - (iii) if in the reasonable opinion of the Managers with the Trustee's prior approval it becomes impractical, uneconomic, inadvisable or contrary to the interests of the Holders to continue that Class.

Subject to paragraph 22.6(d)(iii), the decision of the Managers in any of the events specified in this paragraph 22.6(d) shall be final and binding upon the Trustee and the Holders of the Class but the Managers shall be under no liability on account of any failure to terminate the Class pursuant to this paragraph 22.6(d) or otherwise.

- (e) The party terminating the Class in accordance with paragraph 22.6 (other than any termination pursuant to paragraph 22.6(f)) shall give notice in writing of such termination to the Holders of the Class and by such notice fix the date at which such termination is to take effect which date shall not be less than 2 months after the service of such notice (or such other date as may be necessary to comply with any law or directions given by the Authority).
- (f) A Class may at any time be terminated by the Holders of that Class by Extraordinary Resolution and such termination shall take effect on the date on which the Extraordinary Resolution is passed or on such later date (if any) as the Extraordinary Resolution may provide.

22.7 Voting

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

However, notwithstanding the above, in respect of voting rights where the Managers may face conflicts of interests, the Managers shall cause such voting rights to be exercised in consultation with the Trustee.

The phrase “**rights of voting**” or the word “**vote**” used in this paragraph 22.7 shall be deemed to include not only a vote at a meeting but any consent to or approval of any arrangement, scheme or resolution or any alteration in or abandonment of any rights attaching to any part of the relevant Deposited Property and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement.

See the Deed for other provisions relating to voting.

APPENDIX 1 – UNITED INCOME FOCUS TRUST

This Appendix sets out the details of United Income Focus Trust (referred to in this Appendix as the “**Sub-Fund**”), a sub-fund of the Fund.

1. Structure of the Sub-Fund

1.1 The Sub-Fund is an open-ended unit trust constituted in Singapore with no fixed maturity. The Sub-Fund is denominated in SGD.

1.2 The following Classes of Units have been established within the Sub-Fund:

- Class AUD Acc (Hedged)
- Class AUD Dist (Hedged)
- Class SGD Acc
- Class SGD Acc (Hedged)
- Class SGD Dist
- Class SGD Dist (Hedged)
- Class USD Acc
- Class USD Dist
- Class I SGD Acc
- Class I SGD Acc (Hedged)
- Class P USD Dist
- Class Z USD Acc
- Class Z USD Dist

2. Sub-Managers and Sub-Investment Managers

The following Sub-Managers and Sub-Investment Managers have been appointed for the Sub-Fund. See [paragraph 3](#) of the main body of this Prospectus for more information.

Sub-Managers	Wellington Management Singapore Pte. Ltd.
Sub-Investment Managers	Wellington Management Company LLP Wellington Management International Ltd Wellington Management Japan Pte Ltd

3. Investment objective, focus and approach of the Sub-Fund

3.1 Investment objective

The Sub-Fund aims to provide regular income to investors with a secondary focus on capital appreciation over the medium to long term by investing globally in a diverse set of traditional and alternative asset classes.

3.2 Investment focus and approach

The investment universe of the Sub-Fund will be broad, encompassing traditional asset classes (for example, equities and fixed income securities) and alternative asset classes (for example, real estate investment trusts, convertibles, preferred securities and currencies).

We have delegated the investment management of the Sub-Fund’s assets to the Sub-Managers.

The Sub-Managers’ investment process in relation to the Sub-Fund is to:

- i. diversify allocations across asset classes and macroeconomic environments (which is determined by whether economic growth and inflation are either rising or falling³), and employ a robust risk allocation process to all positions by investing in a diverse set of asset classes and dynamically allocating these exposures according

³ The portfolio manager looks primarily at two macroeconomic indicators; economic growth and inflation. Whether growth and inflation is rising or falling can help inform the portfolio manager as to how different asset classes (such as stocks or bonds) will perform.

to their performance in various macroeconomic environments. The portfolio targets an appropriate balance across 4 distinct market environments, i.e. growth, low growth, inflation and stagflation, thereby reducing reliance on growth markets for achieving their return objectives and differentiating itself from traditional income solutions (which are limited to return of principal and interest from investments). In determining asset allocation for the Sub-Fund, there will be an emphasis on income-generating assets so as to achieve a sustainable level of income;

- ii. enhance returns by using active management and more efficient market exposures by dynamically allocating capital based on each investment's respective contribution to risk ("CTR") which is calculated using daily volatility and correlation measurements⁴ as well as regular portfolio rebalancing relative to CTR targets;
- iii. tilt the portfolio to the most attractive return opportunities using a dynamic asset allocation process where the asset class exposures are systematically managed to account for changing volatility levels and cross-asset correlations within the portfolio; and
- iv. adopt a disciplined multi-layered approach to risk management that incorporates volatility management, drawdown controls and opportunistic risk hedging.

FDIs may be used or invested in for the purposes of hedging existing positions, efficient portfolio management, optimising returns or a combination of such purposes.

In the event of extreme market conditions or severe market stress or disruptions, or if there are no suitable investment opportunities for the Sub-Fund at any time, the Sub-Fund may temporarily invest up to 100% of its assets into cash and/or cash deposits, money market instruments and/or short-term debt securities. A portion of the Sub-Fund's assets may also be retained in liquid investments or cash for liquidity purposes.

4. Product suitability

The Sub-Fund is only suitable for investors who:

- seek regular income with a secondary focus on capital appreciation over the medium to long term; and
- are comfortable with the risks of a global multi-asset fund.

5. Distribution policy

Distributions (if any) will only be made in respect of the Distribution Classes of the Sub-Fund.

We intend to make regular monthly distributions of up to 5.50% per annum (or such other frequency or percentage as we may from time to time determine) of the initial issue price of the relevant Distribution Class or of the net asset value per Unit of the relevant Distribution Class as at such date as we may from time to time determine.

Distributions will commence only after a period of at least 6 months following the inception of the relevant Distribution Class (or after such other period as we may determine at our sole discretion).

In addition, we may make annual bonus distributions as at the last Business Day of December of each year of such amount as we may from time to time determine.

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

See paragraph 6.2 of the main body of this Prospectus for important disclosures relating to distributions.

6. Risks specific to the Sub-Fund

Each of the specific risks (other than Single country, sector and regional risk) in paragraph 9.2 of the main body of this Prospectus are applicable to the Sub-Fund.

These risk factors may not be a complete list of all the risk factors associated with an investment in the Sub-Fund.

⁴ The portfolio manager will calculate how the prices of different securities (such as stocks and bonds) relate to each other. This is important as it provides a better insight into diversification.

7. Fees and charges payable by you and the Sub-Fund

Payable by you	
Subscription Fee	All Classes: Currently 5%; maximum 5%.
Realisation Fee	All Classes: Currently none; maximum 2%.
Switching Fee ⁽¹⁾	All Classes: Currently 1%; maximum 2%.
Payable by the Sub-Fund to the Managers, the Trustee and other parties	
Management Fee (a) Retained by Managers (b) Paid by Managers to financial adviser (trailer fee) ⁵	Class I: Currently up to 1.25% p.a.; maximum 2.5% p.a.. Class P: Currently 0.55% p.a.; maximum 2.5% p.a.. Class Z: Currently none; maximum 2.5% p.a.. All other Classes: Currently 1.25% p.a.; maximum 2.5% p.a.. (a) 68.00% to 79.00% of Management Fee (b) 21.00% to 32.00% of Management Fee
Trustee Fee	Currently not more than 0.05% p.a.; maximum 0.20% p.a.. (Subject to a minimum of S\$5,000 p.a..)
Administration fee	All Classes: Currently 0.075% p.a..
Registrar and transfer agent fee	The higher of S\$15,000 p.a. or 0.125% p.a., subject always to a maximum of S\$25,000 p.a..
Valuation and accounting fees	All Classes: Currently 0.125% p.a.; maximum 0.20% p.a..
Audit fee, custodian fee, transaction costs ⁽²⁾ and other fees and charges ⁽³⁾	Subject to agreement with the relevant parties. Each fee or charge may amount to or exceed 0.1% p.a., depending on the proportion that each fee or charge bears to the NAV of the Sub-Fund. Based on the audited accounts and the average NAV of the Sub-Fund for the financial year ended 31 December 2018: <ul style="list-style-type: none"> • Audit fee: less than 0.1%. • Custodian fee: less than 0.1%. • Transaction costs: less than 0.1%. • Other fees and charges: less than 0.1%.

- ⁽¹⁾ If you switch your Units to units of another fund managed by us (“**New Fund**”), we will charge you the Switching Fee instead of the subscription fee for the New Fund. If the subscription fee for the New Fund is more than the Switching Fee, you are effectively receiving a discount on the New Fund’s subscription fee.
- ⁽²⁾ Transaction costs (which do not include the transaction fees mentioned below) include all expenses relating to the purchase and sale of financial instruments.
- ⁽³⁾ Other fees and charges may include transaction fees payable to the custodian (the amount of which will depend on the number of transactions carried out and the place at which such transactions are effected), printing costs, legal and professional fees, goods and services tax, bank charges and other out-of-pocket expenses.

⁵ Your financial adviser is required to disclose to you the amount of trailer fee it receives from the Managers.

8. Initial issue price, initial offer period, minimum subscription amounts and minimum holding

Name of Class	Initial Issue Price per Unit	Initial offer period	Minimum initial subscription amount *	Minimum subsequent subscription amount *	Minimum holding *
Class AUD Acc (Hedged)	A\$1.000	At our sole discretion (with prior notification to the Trustee)**	A\$1,000	A\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount
Class AUD Dist (Hedged)	A\$1.000	At our sole discretion (with prior notification to the Trustee)**	A\$1,000	A\$500	
Class SGD Acc	N.A. (incepted on 30 November 2015)		S\$1,000	S\$500	
Class SGD Acc (Hedged)	N.A. (incepted on 15 July 2016)		S\$1,000	S\$500	
Class SGD Dist	N.A. (incepted on 30 November 2015)		S\$1,000	S\$500	
Class SGD Dist (Hedged)	N.A. (incepted on 15 July 2016)		S\$1,000	S\$500	
Class USD Acc	N.A. (incepted on 30 November 2015)		US\$1,000	US\$500	
Class USD Dist	N.A. (incepted on 30 November 2015)		US\$1,000	US\$500	
Class I SGD Acc	S\$1.000	At our sole discretion (with prior notification to the Trustee)**	S\$1,000	S\$500	
Class I SGD Acc (Hedged)	S\$1.000	At our sole discretion (with prior notification to the Trustee)**	S\$1,000	S\$500	
Class P USD Dist	N.A. (incepted on 1 August 2018)		US\$500,000	US\$100,000	
Class Z USD Acc	US\$1.000	At our sole discretion (with prior notification to the Trustee)**	US\$500,000	US\$100,000	
Class Z USD Dist	US\$1.000	At our sole discretion (with prior notification to the Trustee)**	US\$500,000	US\$100,000	

* We may from time to time vary the minimum subscription amounts and minimum holding upon giving prior written notice to the Trustee.

** The initial offer period will fall within a period of 12 months after the date of registration of this Prospectus or such extended date as we may determine.

9. Payment of realisation proceeds

The Net Realisation Proceeds will normally be paid to you within 7 Business Days after the relevant Dealing Day.

10. Performance of the Sub-Fund

10.1 Performance of the Sub-Fund

The past performance of the Sub-Fund and its benchmark as at 31 January 2019, and its expense ratio are set out below.

	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾
Class SGD Acc (Inception date: 30 November 2015)						
(NAV-NAV) ⁽¹⁾	-1.33	4.02	N.A.	N.A.	3.41	1.55
(NAV-NAV [^]) ⁽²⁾	-6.27	2.26	N.A.	N.A.	1.75	
Benchmark (in SGD): 25% MSCI All Country World Index and 75% FTSE World Government Bond 10+ Years Index (Hedged)	5.52	4.24	N.A.	N.A.	4.62	
Class SGD Acc (Hedged) (Inception date: 15 July 2016)						
(NAV-NAV) ⁽¹⁾	-4.46	N.A.	N.A.	N.A.	1.90	1.52
(NAV-NAV [^]) ⁽²⁾	-9.24	N.A.	N.A.	N.A.	-0.13	
Benchmark (in SGD): 25% MSCI All Country World Index and 75% FTSE World Government Bond 10+ Years Index (Hedged)	5.52	N.A.	N.A.	N.A.	2.96	
Class SGD Dist (Inception date: 30 November 2015)						
(NAV-NAV) ⁽¹⁾	-1.43	3.92	N.A.	N.A.	3.31	1.52
(NAV-NAV [^]) ⁽²⁾	-6.35	2.16	N.A.	N.A.	1.65	
Benchmark (in SGD): 25% MSCI All Country World Index and 75% FTSE World Government Bond 10+ Years Index (Hedged)	5.52	4.24	N.A.	N.A.	4.62	
Class SGD Dist (Hedged) (Inception date: 15 July 2016)						
(NAV-NAV) ⁽¹⁾	-4.41	N.A.	N.A.	N.A.	2.58	1.50
(NAV-NAV [^]) ⁽²⁾	-9.19	N.A.	N.A.	N.A.	0.54	
Benchmark (in SGD): 25% MSCI All Country World Index and 75% FTSE World Government Bond 10+ Years Index (Hedged)	5.52	N.A.	N.A.	N.A.	2.96	
Class USD Acc (Inception date: 30 November 2015)						
(NAV-NAV) ⁽¹⁾	-3.98	5.72	N.A.	N.A.	4.70	1.51
(NAV-NAV [^]) ⁽²⁾	-8.78	3.93	N.A.	N.A.	3.02	
Benchmark (in USD): 25% MSCI All Country World Index and 75% FTSE World Government Bond 10+ Years Index (Hedged)	2.74	6.23	N.A.	N.A.	6.17	
Class USD Dist (Inception date: 30 November 2015)						
(NAV-NAV) ⁽¹⁾	-3.96	5.68	N.A.	N.A.	4.66	1.53
(NAV-NAV [^]) ⁽²⁾	-8.76	3.88	N.A.	N.A.	2.98	
Benchmark (in USD): 25% MSCI All Country World Index and 75% FTSE World Government Bond 10+ Years Index (Hedged)	2.74	6.23	N.A.	N.A.	6.17	

Class P USD Dist was inception on 1 August 2018. As at the date of registration of this Prospectus, the other Classes have not yet been inception. As such, a track record of at least 1 year is not available for such Classes.

Notes:

Source: Morningstar.

^ Taking into account the Subscription Fee.

- (1) Calculated on a NAV-to-NAV basis as at 31 January 2019, with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.
- (2) Calculated on a NAV-to-NAV basis as at 31 January 2019, taking into account the Subscription Fee and Realisation Fee (if any), with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.
- (3) Calculated for the financial year ended 31 December 2018. See paragraph 16.2 of the main body of this Prospectus for information relating to the calculation of the expense ratio.

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

10.2 Turnover ratio

The turnover ratio of the Sub-Fund for the financial year ended 31 December 2018 is 46.48%. See paragraph 16.3 of the main body of this Prospectus for information relating to the calculation of the turnover ratio.

APPENDIX 2 – UNITED GLOBAL QUALITY GROWTH FUND

This Appendix sets out the details of United Global Quality Growth Fund (referred to in this Appendix as the “**Sub-Fund**”), a sub-fund of the Fund.

1. Structure of the Sub-Fund

1.1 The Sub-Fund is an open-ended unit trust constituted in Singapore with no fixed maturity. The Sub-Fund is denominated in SGD.

1.2 The following Classes of Units have been established within the Sub-Fund:

- Class AUD Acc
- Class AUD Dist
- Class SGD Acc
- Class SGD Acc (Hedged)
- Class SGD Dist
- Class SGD Dist (Hedged)
- Class USD Acc
- Class USD Dist
- Class B SGD Acc
- Class B SGD Acc (Hedged)
- Class B USD Acc
- Class C SGD Acc (Hedged)

2. Sub-Managers and Sub-Investment Managers

The following Sub-Managers and Sub-Investment Managers have been appointed for the Sub-Fund. See [paragraph 3](#) of the main body of this Prospectus for more information.

Sub-Managers	Wellington Management Singapore Pte. Ltd.
Sub-Investment Managers	Wellington Management Company LLP Wellington Management International Ltd

3. Investment objective, focus and approach of the Sub-Fund

3.1 Investment objective

The Sub-Fund seeks to provide long-term total return by investing in equity and equity-related securities of companies listed and traded on stock exchanges globally.

3.2 Investment focus and approach

We have delegated the investment management of the Sub-Fund’s assets to the Sub-Managers.

The Sub-Fund focuses on identifying market-leading companies with growing industry market share, quality balance sheets and strong management teams. These companies often have a history of successful new products, innovative ways of doing business, or having opportunities to expand globally. The Sub-Fund also seeks to invest in companies with positive long-term revisions, operating efficiency, and the ability to generate increasing return on capital.

The Sub-Fund invests primarily in equity securities. Subject to the foregoing, the Fund may invest in other securities including, without limitation, exchange traded funds and equity-related securities such as depositary receipts. While the Sub-Fund is not constrained by market capitalisation, country, sector or industry, the companies it seeks to invest in typically have market capitalisation exceeding US\$3 billion with sufficient trading volume.

The Sub-Fund’s investment process first begins with screening the broad universe of securities included in global equity indices. From there, the investable universe is reduced to approximately 750 companies.

The Sub-Fund then employs a bottom-up investment approach to identify companies based on a balance of metrics such as quality, growth, valuation and capital returns:

- **Quality:** The Sub-Fund looks for companies with high and improving free-cash-flow margins and the ability to generate attractive return on capital employed (ROCE).
- **Growth:** The Sub-Fund seeks companies that generate high organic revenue growth as compared to global Gross Domestic Product (GDP) growth. Often, they operate in sectors/industries with improving fundamentals and benefit from improving trends relative to competitors. This improvement is often reflected in positive earnings revisions that are not fully reflected in broker estimates.
- **Valuation:** The Sub-Fund employs a discounted free cash flow model utilising in-house long term revenue growth estimates, normalised operating margins, and capital requirements of the business to estimate the fair value for each company.
- **Capital return:** The Sub-Fund looks at how companies deploy their free cash flow, favouring those with high dividend payouts and share repurchase programs.

FDIs, such as forward contracts, futures contracts, options contracts and swaps, may be used or invested in for the purposes of hedging existing positions, efficient portfolio management, or a combination of both purposes.

In the event of extreme market conditions or severe market stress or disruptions, or if there are no suitable investment opportunities for the Sub-Fund at any time, up to 100% of the Sub-Fund's assets may be temporarily held in cash and/or placed in cash deposits and/or invested in money market instruments. A portion of the Sub-Fund's assets may also be retained in liquid investments or cash for liquidity purposes.

4. **Product suitability**

The Sub-Fund is only suitable for investors who:

- seek total return over the long term; and
- are comfortable with the risks of a global equity fund.

5. **Distribution policy**

Distributions (if any) will only be made in respect of the Distribution Classes of the Sub-Fund.

We may, from time to time, decide to make distributions at such rate and frequency as we may decide in our absolute discretion.

See [paragraph 6.2](#) of the main body of this Prospectus for important disclosures relating to distributions.

6. **Risks specific to the Sub-Fund**

The following specific risks as described in [paragraph 9.2](#) of the main body of this Prospectus apply to the Sub-Fund: Equity risk, Concentration risk and Single country, sector and regional risk.

These risk factors may not be a complete list of all the risk factors associated with an investment in the Sub-Fund.

7. **Fees and charges payable by you and the Sub-Fund**

Payable by you	
Subscription Fee	Class C: Currently 1.5%; Maximum 1.5%. All other Classes: Currently 5%; maximum 5%.
Realisation Fee	All Classes: Currently none; maximum 2%.
Switching Fee ⁽¹⁾	All Classes: Currently 1%; maximum 2%.

Payable by the Sub-Fund to the Managers, the Trustee and other parties	
Management Fee (a) Retained by Managers (b) Paid by Managers to financial adviser (trailer fee) ⁶	Class B: Currently up to 1% p.a.; maximum 2.5% p.a.. Class C: Currently up to 1% p.a.; maximum 2.5% p.a.. All other Classes: Currently 1.50% p.a.; maximum 2.5% p.a.. (a) 66.00% to 80.17% of Management Fee (b) 19.83% to 34.00% of Management Fee
Trustee Fee	Currently not more than 0.05% p.a.; maximum 0.20% p.a.. (Subject to a minimum of S\$5,000 p.a..)
Administration fee	All Classes: Currently 0.075% p.a..
Registrar and transfer agent fee	The higher of S\$15,000 p.a. or 0.125% p.a., subject always to a maximum of S\$25,000 p.a.
Valuation and accounting fees	All Classes: Currently 0.125% p.a.; maximum 0.20% p.a.
Audit fee, custodian fee, transaction costs ⁽²⁾ and other fees and charges ⁽³⁾	Subject to agreement with the relevant parties. Each fee or charge may amount to or exceed 0.1% p.a., depending on the proportion that each fee or charge bears to the net asset value of the Sub-Fund. Based on the audited accounts and the average NAV of the Sub-Fund for the financial year ended 31 December 2018: <ul style="list-style-type: none"> • Audit fee: less than 0.1%. • Custodian fee: less than 0.1%. • Transaction costs: 0.17%. • Other fees and charges: less than 0.1%.

- (1) If you switch your Units to units of another fund managed by us (“**New Fund**”), we will charge you the Switching Fee instead of the subscription fee for the New Fund. If the subscription fee for the New Fund is more than the Switching Fee, you are effectively receiving a discount on the New Fund’s subscription fee.
- (2) Transaction costs (which do not include the transaction fees mentioned below) include all expenses relating to the purchase and sale of financial instruments.
- (3) Other fees and charges may include transaction fees payable to the custodian (the amount of which will depend on the number of transactions carried out and the place at which such transactions are effected), printing costs, legal and professional fees, goods and services tax, bank charges and other out-of-pocket expenses.

8. Initial issue price, initial offer period, minimum subscription amounts and minimum holding

Name of Class	Initial issue price per Unit	Initial offer period	Minimum initial subscription*	Minimum subsequent subscription*	Minimum holding *
Class AUD Acc	A\$1.000	At our sole discretion (with prior notification to the Trustee)**	A\$1,000	A\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount
Class AUD Dist	A\$1.000		A\$1,000	A\$500	
Class SGD Acc	N.A. (incepted on 11 November 2016)		S\$1,000	S\$500	
Class SGD Acc (Hedged)	N.A. (incepted on 15 March 2018)		S\$1,000	S\$500	
Class SGD Dist	N.A. (incepted on 7 November 2016)		S\$1,000	S\$500	
Class SGD Dist (Hedged)	N.A. (incepted on 21 June 2018)		S\$1,000	S\$500	
Class USD Acc	N.A. (incepted on 17 November 2016)		US\$1,000	US\$500	
Class USD Dist	N.A. (incepted on 21 October 2016)		US\$1,000	US\$500	

⁶ Your financial adviser is required to disclose to you the amount of trailer fee it receives from the Managers.

Name of Class	Initial issue price per Unit	Initial offer period	Minimum initial subscription*	Minimum subsequent subscription*	Minimum holding *
Class B SGD Acc	N.A. (incepted on 16 January 2018)		S\$500,000	S\$100,000	500,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount
Class B SGD Acc (Hedged)	S\$1.000	At our sole discretion (with prior notification to the Trustee)**	S\$500,000	S\$100,000	
Class B USD Acc	US\$1.000	At our sole discretion (with prior notification to the Trustee)**	US\$500,000	US\$100,000	
Class C SGD Acc (Hedged)	N.A. (incepted on 27 November 2018)		S\$1,000	S\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount

* We may from time to time vary the minimum subscription amounts and minimum holding upon giving prior written notice to the Trustee.

** The initial offer period will fall within a period of 12 months after the date of registration of this Prospectus or such extended date as we may determine.

9. Payment of realisation proceeds

The Net Realisation Proceeds will normally be paid to you within 7 Business Days after the relevant Dealing Day.

10. Performance of the Sub-Fund

10.1 Performance of the Sub-Fund

The past performance of the Sub-Fund and its benchmark as at 31 January 2019, and its expense ratio are set out below.

	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾
Class SGD Acc (Inception date: 11 November 2016)						
(NAV-NAV) ⁽¹⁾	-0.64	N.A.	N.A.	N.A.	10.72	1.86
(NAV-NAV [^]) ⁽²⁾	-5.61	N.A.	N.A.	N.A.	8.19	
Benchmark (in SGD): MSCI All Country World Index	-4.98	N.A.	N.A.	N.A.	8.19	
Class SGD Dist (Inception date: 7 November 2016)						
(NAV-NAV) ⁽¹⁾	-0.54	N.A.	N.A.	N.A.	10.45	1.84
(NAV-NAV [^]) ⁽²⁾	-5.51	N.A.	N.A.	N.A.	7.94	
Benchmark (in SGD): MSCI All Country World Index	-4.98	N.A.	N.A.	N.A.	8.95	

	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾
Class USD Acc (Inception date: 17 November 2016)						
(NAV-NAV) ⁽¹⁾	-3.23	N.A.	N.A.	N.A.	13.12	1.84
(NAV-NAV [^]) ⁽²⁾	-8.06	N.A.	N.A.	N.A.	10.52	
Benchmark (in USD): MSCI All Country World Index	-7.48	N.A.	N.A.	N.A.	10.42	
Class USD Dist (Inception date: 21 October 2016)						
(NAV-NAV) ⁽¹⁾	-3.15	N.A.	N.A.	N.A.	11.55	1.87
(NAV-NAV [^]) ⁽²⁾	-7.99	N.A.	N.A.	N.A.	9.07	
Benchmark (in USD): MSCI All Country World Index	-7.48	N.A.	N.A.	N.A.	9.90	
Class B SGD Acc (Inception date: 16 January 2018)						
(NAV-NAV) ⁽¹⁾	0.00	N.A.	N.A.	N.A.	2.31	1.33
(NAV-NAV [^]) ⁽²⁾	-5.00	N.A.	N.A.	N.A.	-2.61	
Benchmark (in USD): MSCI All Country World Index	-4.98	N.A.	N.A.	N.A.	-4.53	

The following Classes were inception on the following dates:

- (a) Class SGD Acc (Hedged) – 15 March 2018
- (b) Class SGD Dist (Hedged) – 21 June 2018
- (c) Class C SGD Acc (Hedged) – 27 November 2018

As at the date of registration of this Prospectus, the other Classes have not yet been inception. As such, a track record of at least 1 year is not available for such Classes.

Notes:

Source: Morningstar.

[^] Taking into account the Subscription Fee.

⁽¹⁾ Calculated on a NAV-to-NAV basis as at 31 January 2019, with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.

⁽²⁾ Calculated on a NAV-to-NAV basis as at 31 January 2019, taking into account the Subscription Fee and Realisation Fee (if any), with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.

⁽³⁾ Calculated for the period from the date of inception of the relevant Class to 31 December 2018. See paragraph 16.2 of the main body of this Prospectus for information relating to the calculation of the expense ratio.

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

10.2 Turnover ratio

The turnover ratio of the Sub-Fund for financial year ended 31 December 2018 is 79.00%. See paragraph 16.3 of the main body of this Prospectus for information relating to the calculation of the turnover ratio.

APPENDIX 3 – UNITED GLOBAL STABLE SELECT EQUITY FUND

This Appendix sets out the details of United Global Stable Select Equity Fund (referred to in this Appendix as the “**Sub-Fund**”), a sub-fund of the Fund.

1. Structure of the Sub-Fund

1.1 The Sub-Fund is an open-ended unit trust constituted in Singapore with no fixed maturity. The Sub-Fund is denominated in SGD.

1.2 The following Classes of Units have been established within the Sub-Fund:

- Class A SGD
- Class B SGD
- Class Z SGD
- Class A USD
- Class B USD
- Class Z USD

2. Investment objective, focus and approach of the Sub-Fund

2.1 Investment objective

The Sub-Fund seeks to achieve stable and consistent medium to long term capital appreciation by investing into global equities and equity-related securities while reducing volatility and risk.

2.2 Investment focus and approach

Prior to 29 April 2019:

The Sub-Fund seeks to achieve its objective primarily by:

- (i) implementing a bottom-up equity selection process; and
- (ii) focusing on the two factors of quality and low volatility.

A summary of the Sub-Fund’s investment approach is as follows:



- Investment research: Our fundamental research team maintains a universe of approved equities that are analysed and researched by our teams of investment analysts, and are approved for inclusion in portfolios firm wide.
- Selection process for quality: The approved list of global equities is then filtered for quality. The investment criteria we consider for Quality/Growth companies include the long-term average of ratios such as Return on Equity (ROE), Earnings before Interest and Tax (EBIT) margin, earnings growth and free cash flows. In addition, a valuation filter is applied to exclude overvalued stocks and stocks whose liquidity is too low.
- Optimisation process to lower risk: We calculate how an increase of a stock’s weight in a portfolio affects the total risk of the portfolio. Next, we lower exposures to the stocks which contribute marginally the most to the portfolio’s risk, and we tend to prefer the stocks which contribute marginally the least to the portfolio’s risk.

In addition, we weigh the benefit of potential risk reduction versus the transaction costs of rebalancing the portfolio and also consider the liquidity of the total portfolio.

- Fundamental checks: We remove excessive concentration and other risks to maintain a well-diversified portfolio. Such other risks may include:

- (i) risks not reflected in the volatility of price returns (e.g. risks relating to corporate governance and merger and acquisition); and
- (ii) risk that the portfolio's holdings are highly correlated to external events (e.g. political risk, currency devaluation or over-crowded trades).

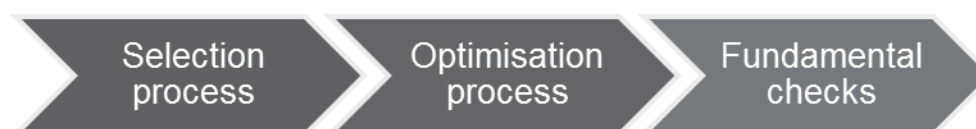
FDIs may be used or invested in for the purposes of hedging existing positions, efficient portfolio management, or a combination of both purposes.

In the event of extreme market conditions or severe market stress or disruptions, or if there are no suitable investment opportunities for the Sub-Fund at any time, the Sub-Fund may temporarily invest up to 100% of its assets into cash and/or cash deposits, money market instruments and/or short-term debt securities. A portion of the Sub-Fund's assets may also be retained in liquid investments or cash for liquidity purposes.

With effect from 29 April 2019:

The Sub-Fund seeks to achieve its objective primarily by screening systematically for companies with good quality and other desirable traits from an investable universe of global equities and optimize the portfolio to reduce volatility and risk.

A summary of the Sub-Fund's investment approach is as follows:



- Selection process for quality: An approved list of global equities is created by screening the investment universe for quality. The investment criteria include the long-term average of ratios such as (but not limited to) Return on Equity (ROE), earnings growth and free cash flows. In addition, a valuation filter is applied to exclude overvalued stocks and stocks whose liquidity is too low.
- Optimisation process to lower risk: We calculate how an increase of a stock's weight in a portfolio affects the total risk of the portfolio. Next, we lower exposures to the stocks which contribute marginally the most to the portfolio's risk, and we tend to prefer the stocks which contribute marginally the least to the portfolio's risk.

In addition, we weigh the benefit of potential risk reduction versus the transaction costs of rebalancing the portfolio and also consider the liquidity of the total portfolio.

- Fundamental checks: We remove excessive concentration and other risks to maintain a well-diversified portfolio. Such other risks may include:
 - (i) risks not reflected in the volatility of price returns (e.g. risks relating to corporate governance and merger and acquisition); and
 - (ii) risk that the portfolio's holdings are highly correlated to external events (e.g. political risk, currency devaluation or over-crowded trades).

FDIs may be used or invested in for the purposes of hedging existing positions, efficient portfolio management, or a combination of both purposes.

In the event of extreme market conditions or severe market stress or disruptions, or if there are no suitable investment opportunities for the Sub-Fund at any time, the Sub-Fund may temporarily invest up to 100% of its assets into cash and/or cash deposits, money market instruments and/or short-term debt securities. A portion of the Sub-Fund's assets may also be retained in liquid investments or cash for liquidity purposes.

3. Product suitability

The Sub-Fund is only suitable for investors who:

- seek medium to long term capital appreciation; and
- are comfortable with the risks of a global equity fund.

4. Distribution policy

We currently do not intend to make regular distributions for the Sub-Fund.

5. Risks specific to the Sub-Fund

The following specific risks as described in [paragraph 9.2](#) of the main body of this Prospectus apply to the Sub-Fund: Equity risk and small and medium capitalisation companies risk.

Investors should be aware that these risk factors may not be a complete list of all the risk factors associated with an investment in the Sub-Fund.

6. Fees and charges payable by you and the Sub-Fund

Payable by you	
Subscription Fee	Classes A and B: Currently 5%; maximum 5%. Class Z: Currently none; maximum 5%
Realisation Fee	All Classes: Currently none; maximum 2%.
Switching Fee ⁽¹⁾	All Classes: Currently 1%; maximum 2%.
Payable by the Sub-Fund to the Managers, the Trustee and other parties	
Management Fee (a) Retained by Managers (b) Paid by Managers to financial adviser (trailer fee) ⁷	Class A: Currently 1.25% p.a.; maximum 2.5% p.a.. Class B: Currently 0.50% p.a.; maximum 2.5% p.a.. Class Z: Currently none; maximum 2.5% p.a.. (a) 50.00% to 68.00% of Management Fee (b) 32.00% to 50.00% of Management Fee
Trustee Fee	Currently not more than 0.05% p.a.; maximum 0.20% p.a.. (Subject to a minimum of S\$5,000 p.a.)
Registrar and transfer agent fee	The higher of S\$15,000 p.a. or 0.125% p.a., subject always to a maximum of S\$25,000 p.a.
Valuation and accounting fees	All Classes: Currently 0.125% p.a.; maximum 0.20% p.a.
Audit fee, custodian fee, transaction costs ⁽²⁾ and other fees and charges ⁽³⁾	Subject to agreement with the relevant parties. Each fee or charge may amount to or exceed 0.1% p.a., depending on the proportion that each fee or charge bears to the net asset value of the Sub-Fund. Based on the audited accounts and the average NAV of the Sub-Fund for the financial year ended 31 December 2018: <ul style="list-style-type: none">• Audit fee: less than 0.1%.• Custodian fee: less than 0.1%.• Transaction costs: 0.27%.• Other fees and charges: less than 0.1%.

- ⁽¹⁾ If you switch your Units to units of another fund managed by us (“**New Fund**”), we will charge you the Switching Fee instead of the subscription fee for the New Fund. If the subscription fee for the New Fund is more than the Switching Fee, you are effectively receiving a discount on the New Fund’s subscription fee.
- ⁽²⁾ Transaction costs (which do not include the transaction fees mentioned below) include all expenses relating to the purchase and sale of financial instruments.
- ⁽³⁾ Other fees and charges may include transaction fees payable to the custodian (the amount of which will depend on the number of transactions carried out and the place at which such transactions are effected), printing costs, legal and professional fees, goods and services tax, bank charges and other out-of-pocket expenses.

⁷ Your financial adviser is required to disclose to you the amount of trailer fee it receives from the Managers.

7. Initial Issue Price, initial offer period, minimum subscription amounts and minimum holding

Name of Class	Initial Issue Price per Unit	Initial offer period	Minimum initial subscription*	Minimum subsequent subscription*	Minimum holding *
Class A SGD	S\$1.000	At our sole discretion (with prior notification to the Trustee)**	S\$1,000	S\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount
Class B SGD	S\$1.000		S\$500,000	S\$100,000	
Class Z SGD	N.A (incepted on 14 June 2016)		S\$500,000	S\$100,000	
Class A USD	US\$1.000	At our sole discretion (with prior notification to the Trustee)**	US\$1,000	US\$500	
Class B USD	US\$1.000		US\$500,000	US\$100,000	
Class Z USD	US\$1.000		US\$500,000	US\$100,000	

* We may from time to time vary the minimum subscription amounts and minimum holding upon giving prior written notice to the Trustee.

** The initial offer period will fall within a period of 12 months after the date of registration of this Prospectus or such extended date as we may determine.

8. Payment of realisation proceeds

The Net Realisation Proceeds will normally be paid to you within 7 Business Days after the relevant Dealing Day.

9. Performance of the Sub-Fund

9.1 Performance of the Sub-Fund

The past performance of the Sub-Fund and its benchmark as at 31 January 2019, and its expense ratio are set out below.

	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾
Class Z SGD (Inception date: 14 June 2016)						
(NAV-NAV) ⁽¹⁾	-1.65	N.A.	N.A.	N.A.	9.06	0.32
(NAV-NAV) ⁽²⁾	-1.65	N.A.	N.A.	N.A.	9.06	
Benchmark (in SGD): MSCI AC World Index	-4.98	N.A.	N.A.	N.A.	10.59	

As at the date of registration of this Prospectus, the other Classes have not yet been incepted. As such, a track record of at least 1 year is not available for such Classes.

Notes:

Source: Morningstar.

^ Taking into account the Subscription Fee.

⁽¹⁾ Calculated on a NAV-to-NAV basis as at 31 January 2019, with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.

⁽²⁾ Calculated on a NAV-to-NAV basis as at 31 January 2019, taking into account the Subscription Fee and Realisation Fee (if any), with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.

- ⁽³⁾ Calculated for the financial year ended 31 December 2018. See paragraph 16.2 of the main body of this Prospectus for information relating to the calculation of the expense ratio.

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

9.2 Expense ratio and turnover ratio

The turnover ratio of the Sub-Fund for the financial year ended 31 December 2018 is 116.57%. See paragraph 16.3 of the main body of this Prospectus for information relating to the calculation of the turnover ratio.

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大华全球多元化投资组合

大华收益聚焦信托基金

大华全球优质增长基金

大华全球稳定精选基金

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