

# UNITED CHINA ONSHORE FUNDS

**United China A-Shares Innovation Fund**  
**United China A-Shares Consumption Upgrade Fund**

P r o s p e c t u s

**This is a replacement prospectus lodged with the Monetary Authority of Singapore (the “Authority”) on 19 July 2021 pursuant to Section 298 of the Securities and Futures Act (Chapter 289 of Singapore) and it replaces the prospectus registered by the Authority on 15 June 2021.**

## **DIRECTORY**

### **Managers**

UOB Asset Management Ltd

(Company Registration No. 198600120Z)

*Registered office:*

80 Raffles Place  
UOB Plaza  
Singapore 048624

*Operating office:*

80 Raffles Place  
3<sup>rd</sup> 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-manager**

Ping An Fund Management Company Limited

No. 5033, Yitian Road, 34F Ping An Financial Center Futian District, Shenzhen, 518033 People's Republic of China

### **Custodian / Administrator / Registrar**

State Street Bank and Trust Company, acting through its Singapore Branch

168 Robinson Road, #33-01 Capital Tower, Singapore 068912

### **PRC Custodian**

Industrial and Commercial Bank of China Limited

No.55 FuXingMenNei Street

Xicheng District, Beijing, 100140 People's Republic of China

### **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.

|                        |   |
|------------------------|---|
| A-Shares               | Equity securities listed on PRC Stock Exchanges selected by the Managers from time to time in relation to a Sub-Fund and denominated in Renminbi.   |
| 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.  |
| 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 and Hong Kong and the Shanghai and Shenzhen Stock Exchange are open for business in China, or any other day as the Managers and the Trustee may agree in writing. |
| CBRC                   | China Banking Regulatory Commission.  |
| ChiNext Market         | A sub-board of the SZSE established in October 2009 which aims to attract innovative and fast-growing enterprises, especially high-tech firms. It focuses on innovative growth companies and startups.  |
| CNH                    | Offshore Renminbi.  |
| CNY                    | Onshore Renminbi.   |
| 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.   |
| CMP Regulations        | means: <ul style="list-style-type: none"> <li>(a) MAS Notice SFA 04-N12: Notice on the Sale of Investment Products issued by the Authority; and</li> <li>(b) Securities and Futures (Capital Markets Products) Regulations 2018.</li> </ul>   |
| Code                   | Code on Collective Investment Schemes issued by the Authority, as amended from time to time. The latest version is available at <a href="http://www.mas.gov.sg">www.mas.gov.sg</a> .  |
| CSRC                   | China Securities Regulatory Commission.   |
| 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, 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, the Recognised Market on which 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) are quoted, listed, or dealt in is not open for normal trading, the Managers may determine that that day shall not be a Dealing Day.</p> |
| Dealing Deadline             | The deadline set out in <u>paragraphs 9.3 and 11.1</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.  |
| Excluded Investment Products | <p>are defined:</p> <ul style="list-style-type: none"> <li>(a) as such under MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products issued by the Authority; and</li> <li>(b) as "prescribed capital markets products" under the Securities and Futures (Capital Markets Products) Regulations 2018.</li> </ul>  |
| FATCA                        | The U.S. Foreign Account Tax Compliance Act, as amended from time to time.  |
| FDIs or derivatives          | Financial derivative instruments.   |
| Fund                         | United China Onshore Funds.   |
| 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                   | <p>A collective investment scheme the managers of which:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) have approved the terms of any switch which may be made pursuant to the Deed.</li> </ul>  |

|                           |   |
|---------------------------|---|
| Hedged Class              | A Class of a Sub-Fund to which the currency hedging strategy as described under the heading “Hedged Classes” in <u>paragraph 8.1(b)</u> is applied.   |
| Holder                    | A unitholder of the relevant Sub-Fund.  |
| IGA                       | Intergovernmental agreement.  |
| Japanese yen / JPY / ¥    | The lawful currency of Japan.   |
| JITA                      | The Investment Trusts Association, Japan.   |
| JITA regulations          | The relevant rules and regulations of the JITA.   |
| Managers or UOBAM         | UOB Asset Management Ltd or any other person for the time being duly appointed as managers of the Fund. References to “ <b>we</b> ”, “ <b>us</b> ” or “ <b>our</b> ” 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.  |
| PRC                       | People’s Republic of China.   |
| PRC Brokers               | Brokers in the PRC appointed by the Managers for the purposes of buying and selling PRC Securities.   |
| PRC Custodian             | Industrial and Commercial Bank of China Limited.  |
| PRC interbank bond market | See <u>paragraph 8.2(c)</u> of this Prospectus.   |
| PRC Securities            | Onshore securities in the PRC invested into by the Sub-Funds.   |
| PRC Stock Exchanges       | SSE, SZSE and any other stock exchange that may open in the PRC in the future.  |
| Register                  | The register of Holders of the relevant Sub-Fund.   |
| Renminbi / RMB            | The official currency of the PRC.   |
| RQFII                     | A Renminbi qualified foreign institutional investor under the RQFII Regulations.  |
| RQFII Eligible Securities | Securities and investments permitted to be held or made by a RQFII under the RQFII Regulations.   |
| RQFII Regulations         | The laws and regulations governing the establishment and operation of the RQFII regime in the PRC, as may be promulgated and/or amended from time to time.  |
| RSP                       | Regular savings plan.   |

|   |  |
|---|--|
| SAFE                                    | The PRC State Administration of Foreign Exchange.  |
| Science and Technology Innovation Board | A sub-board of the SSE, designed to help growth-oriented technology innovation enterprises with their finances. The board has less stringent requirements for listing; companies need to be profitable but must have core technology or research results.  |
| SFA                                     | Securities and Futures Act, Chapter 289 of Singapore, as amended from time to time.  |
| Singapore dollars / SGD / S\$           | The lawful currency of Singapore.  |
| SME Board                               | A sub-board of the SZSE for the listing of small and medium-sized enterprises (SMEs). Established in May 2004, it serves companies with well-defined businesses that are stable in profitability.  |
| SRS                                     | Supplementary Retirement Scheme.   |
| SSE                                     | Shanghai Stock Exchange.   |
| Stock Connects                          | The Shanghai-Hong Kong Stock Connect, the Shenzhen-Hong Kong Stock Connect and any other similar programme which may be introduced from time to time.  |
| Sub-Fund currency                       | The currency of denomination of the relevant Sub-Fund.   |
| Sub-Funds                               | The sub-funds of the Fund and “ <b>Sub-Fund</b> ” shall mean any one of them.  |
| Sub-manager                             | Ping An Fund Management Company Limited.   |
| SZSE                                    | Shenzhen Stock Exchange.   |
| 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 and (c) any foreign exchange restrictions or exchange control requirements, 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](http://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.

**Prior to 24 August 2021:** 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).

**With effect from 24 August 2021:**

In relation to United China A-Shares Innovation Fund: Units are Excluded Investment Products.

In relation to all other Sub-Funds: 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 Singapore<sup>1</sup> 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.

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<sup>1</sup> 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.

\* \* \*

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
- (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 21.2 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 CHINA ONSHORE FUNDS

## PROSPECTUS

### 1. BASIC INFORMATION

#### 1.1 Fund details

United China Onshore Funds 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:

- United China A-Shares Innovation Fund; and
- United China A-Shares Consumption Upgrade Fund.

#### 1.2 Date of registration and expiry of Prospectus

This is a replacement prospectus lodged with the Authority on 19 July 2021 and replaces the previous prospectus for the Fund that was registered with the Authority on 15 June 2021. It is valid up to 14 June 2022 and will expire on 15 June 2022.

#### 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 “T” 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 “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 A USD Acc is USD.*
- *“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 8 May 2015, which has since been amended by the following deeds:

|  |                  |
|--|------------------|
| Supplemental Deed of Appointment and Retirement of Trustee | 24 February 2017 |
| First Supplemental Deed                                    | 24 June 2019     |
| Second Supplemental Deed                                   | 22 June 2020     |
| Third Supplemental Deed                                    | 19 July 2021     |

The trust deed dated 8 May 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, Indonesia, Taiwan, Japan and Vietnam. UOBAM has a joint venture with Ping An Fund Management Company Limited. In addition, it also has strategic alliances with Wellington Management and 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 May 2021, UOBAM manages 57 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 including responsible investment practices combined with active risk management to generate sustainable total return for its portfolios.

Since 1996, UOBAM has won a total of 210 awards in Singapore. These awards recognise UOBAM’s investment performance across different markets and sectors.

As at 31 May 2021, UOBAM and its subsidiaries in the region have a staff strength of around 400 including about 35 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 Sub-Funds to the Sub-manager 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.

#### Chong Jiun Yeh, Chief Investment Officer, UOB Asset Management

As Chief Investment Officer of UOB Asset Management, Mr Chong leads the investment team in developing UOBAM's long-term investment strategy and in managing asset allocation with the objective to maximise the value of investments in assets for our investors. He has oversight for the teams managing Equities, Fixed Income, Multi-Asset, including spearheading the firm's strategic thrusts in sustainable investing and investment technology.

Prior to joining UOBAM in 2008, Mr Chong was the Managing Director (Fund Management) and Co-Head of Portfolio Management for ST Asset Management (STAM), a wholly owned subsidiary of Temasek Holdings. Before that, he was Head of Fixed Income and Currencies at OUB Asset Management. He has vast experience in managing equities, fixed income and structured investment portfolios, including emerging market local currencies debts, G7 FX overlays as well as Asia-Pacific equities.

Mr Chong graduated with a Bachelor of Science (Estate Management) (Second Upper Honours) degree from the National University of Singapore.

### **3. THE SUB-MANAGER**

The Sub-manager of the Sub-Funds is Ping An Fund Management Company Limited ("**Ping An FMC**"). Ping An FMC was set up in January 2011 in Shenzhen, PRC. Its shareholders are China Ping An Trust Co., Ltd., the Managers and Sanya Yingwan Tourism Co., Ltd. It is domiciled in the PRC and is regulated by the CSRC, PRC's securities market regulator. Ping An FMC and its group of companies have managed collective investment schemes or discretionary funds since 2011. As at 31 December 2020, Ping An FMC manages 124 retail funds and 527 segregated accounts, with total assets under management of approximately RMB600 billion.

*The past performance of the Sub-manager is not necessarily indicative of its 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 custodians**

- (a) The custodian appointed in respect of the PRC Securities is the PRC Custodian, Industrial and Commercial Bank of China Limited. The PRC Custodian's activities as a commercial bank in China are regulated by the CBRC and its activities as a custodian bank in China are regulated by the CSRC.
- (b) 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 custodian in respect of the Deposited Property of the Sub-Funds other than the PRC Securities.



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.

- (c) Other custodians may be appointed from time to time in respect of any of the Sub-Funds or any of their assets.
- (d) See paragraph 21.3 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 current 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.

Distributions are 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.

To the extent permitted by us, you may at the time of an initial application for Units make a request in writing (a “**Distribution Reinvestment Mandate**”) to elect for the automatic reinvestment of all but not part of the net amount of distributions to be received by you in the purchase of further Units of the relevant Sub-Fund or Class. See the Deed for more information on Distribution Reinvestment Mandates.

## 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.

**With effect from 24 August 2021:** And, in the case of Sub-Funds which Units are Excluded Investment Products, only to the extent allowed under the CMP Regulations for the purposes of classifying Units of the relevant Sub-Funds as Excluded Investment Products.

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 FDIs. 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) 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. 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. **With effect from 24 August 2021:** Where the Units of a Sub-Fund are Excluded Investment Products, the Managers shall not engage in securities lending or repurchase transactions for such Sub-Fund, except where such securities lending or repurchase transactions are carried out solely for the purpose of efficient portfolio management and do not amount to more than 50% of the NAV of the Sub-Fund.

#### 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 FDIs 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 FDIs by converting its positions in the FDIs into equivalent positions in the FDIs' 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 FDIs or embedded FDIs 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 Governance and Compliance 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 Governance and Compliance 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 11.3 or 14. 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 FDIs 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. FEES AND CHARGES**

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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).
- 7.5 The costs of establishment of each Sub-Fund and Class may be amortised over such period as we may determine.

## **8. RISKS**

### **8.1 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 8.1. 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 8 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

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 ("**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 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) Derivatives risk

A Sub-Fund which uses or invests in FDIs will be subject to risks associated with such FDIs. 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.

(d) 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.

(e) 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.

(f) Single country risk

Each Sub-Fund's exposure will be focused on the PRC. You should be aware that while such concentrated exposure may present greater opportunities and potential for capital appreciation, the Sub-Funds are subject to higher risks as there may be less diversification than a global portfolio.

(g) Repatriation risk

Investments in emerging markets such as the PRC 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.

(h) Regulatory risk

Investments in emerging markets such as the PRC are subject to regulatory risks, for example, the introduction of new laws, the imposition of exchange controls, the adoption of restrictive provisions by individual companies or where a limit on the holding of the relevant Sub-Fund in a particular company, sector or country by non-residents (individually or collectively) has been reached.

(i) 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.

(j) Political risk

Investments in emerging markets such as the PRC may be subject to higher than usual risks of political changes, government regulations, social instability or diplomatic developments (including war) which could adversely affect the economy and thus the value of such investments. There is also the risk that nationalisation or other similar action could lead to confiscation of assets under which shareholders in the affected companies would get little or no compensation.

The PRC is heavily dependent on international trade and accordingly, may be adversely affected by trade barriers, or other protectionist measures and international economic developments generally.

(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 such as the PRC 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) Risks relating to distributions

Where a Sub-Fund or Class makes distributions to Holders, such distributions 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 part of your original investment and may also result in reduced future returns to you.

(m) 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.

(n) 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.

(o) 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.

(p) Liquidity risk of investments

Investments by a Sub-Fund in some emerging markets such as the PRC 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.

(q) 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.

(r) 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.

## 8.2 PRC-related risks

As the Sub-Funds invest in PRC Securities, the risks described below may apply to a Sub-Fund, as referred to in the relevant Appendix.

(a) Economic risk

The economy of the PRC differs from the economies of most developed countries in many respects, including with respect to government involvement in its economy, level of development, growth rate and control of foreign exchange. The regulatory and legal framework for capital markets and companies in the PRC is not well developed when compared with those of developed countries.

The economy in the PRC has experienced rapid growth in recent years. However, such growth may or may not continue, and may not apply evenly across different sectors of the PRC's economy. All these may have an adverse impact on the performance of the Sub-Funds concerned.

(b) Legal and regulatory risk

The legal system of the PRC is based on written laws and regulations. However, many of these laws and regulations are still untested and the enforceability of such laws and regulations remains unclear. In particular, regulations which govern currency exchange in the PRC are relatively new and their application is uncertain. Such regulations also empower the CSRC and SAFE to exercise discretion in their respective interpretation of the regulations, which may result in increased uncertainties in their application.

(c) PRC interbank bond market risks

The PRC bond market is made up of the interbank bond market ("**PRC interbank bond market**") and the exchange listed bond market. The PRC interbank bond market is an OTC market established in 1997. Currently, more than 90% of CNY bond trading activity takes place in the PRC interbank bond market, and the main products traded in this market include government bonds, central bank papers, policy bank bonds and corporate bonds.

The PRC interbank bond market is in a stage of development and the market capitalisation and trading volume may be lower than those of more developed markets. Market volatility and potential lack of liquidity due to low trading volume may result in prices of debt securities traded on such market fluctuating significantly. Sub-Funds investing in such market are therefore subject to liquidity and volatility risks and may suffer losses in trading PRC bonds. The bid and offer spreads of the prices of the PRC bonds may be large, and the relevant Sub-Funds may therefore incur significant trading and realisation costs and may even suffer losses when selling such investments.



To the extent that a Sub-Fund transacts in the PRC interbank bond market in the PRC, the Sub-Fund may also be exposed to risks associated with settlement procedures and default of counterparties. The counterparty which has entered into a transaction with the Sub-Fund may default in its obligation to settle the transaction by delivery of the relevant security or by payment for value.

The PRC interbank bond market is also subject to regulatory risks. Due to irregularities in the PRC interbank bond market trading activities, the China Government Securities Depository Trust & Clearing Co. (the central clearing entity) suspended new account opening on the PRC interbank bond market for specific types of products. Although mutual funds offered to the public were not affected, there is no assurance that future regulatory actions will not affect such funds. If accounts are suspended, or cannot be opened, the relevant Sub-Fund's ability to invest in the PRC interbank bond market will be limited and it may suffer substantial losses as a result.

(d) Dependence upon trading market for A-Shares and RMB denominated bonds

The PRC Stock Exchanges on which A-Shares are traded are undergoing development. Market volatility in the A-Share markets may result in significant fluctuation in the prices of the securities traded on such markets and thereby changes in the NAV of the relevant Sub-Fund.

There is no guarantee that the trading markets for Renminbi denominated bonds will be liquid. In the absence of an active PRC interbank bond market or PRC Stock Exchange, the relevant Sub-Fund may need to hold the RMB fixed income instruments until their maturity date. Further, the bid and offer spread of the price of RMB fixed income instruments may be high (for both PRC interbank bond market and PRC Stock Exchanges), and the relevant Sub-Fund may therefore incur significant trading costs and may even suffer losses when selling such investments.

If sizeable redemption requests are received in the absence of a liquid trading market for A-Shares or RMB denominated bonds, the relevant Sub-Fund may need to liquidate its investments at a substantial discount in order to satisfy such requests and the relevant Sub-Fund may suffer losses in trading such instruments.

(e) A-Share market suspension risk

A-Shares may only be bought from, or sold to, the relevant Sub-Fund from time to time where the relevant A-Shares may be sold or purchased on the PRC Stock Exchanges. Given that the A-Share market is considered volatile and unstable (with the risk of suspension of a particular stock or government intervention), the subscription and redemption of Units may also be disrupted.

(f) Disclosure of substantial shareholding

Under the PRC's disclosure of interest requirements, the relevant Sub-Fund investing in A-Shares may be deemed to be acting in concert with other funds managed within our group or by our substantial shareholders and therefore may be subject to the risk that the Sub-Fund's holdings may have to be reported in aggregate with the holdings of such other funds mentioned above should the aggregate holding trigger the reporting threshold under PRC law, currently being 5% of the total issued shares of the relevant PRC listed company. This may expose the Sub-Fund's holdings to the public and may adversely impact the performance of the Sub-Fund.

In addition, subject to the interpretation of PRC courts and regulators, certain provisions contained in the PRC laws and regulations may be applicable to the relevant Sub-Fund's investments with the result that where the holdings of the Sub-Fund (possibly with the holdings of other investors deemed as concert parties of the Sub-Fund) exceed 5% of the total issued shares of a PRC listed company, the Sub-Fund may not reduce its holdings in such company within 6 months of the last purchase of shares of such company. If the Sub-Fund violates the rule and sells any of its holdings in such company in the 6-month period, it may be required by the listed company to return any profits realised from such trading to the listed company.

Moreover, under PRC's civil procedures, the Sub-Fund's assets may be frozen to the extent of the claims made by such company.

(g) RQFII risks

(i) Investment through the Managers' RQFII licence

Under the prevailing regulations in the PRC, foreign investors can only invest in eligible securities through institutions that have obtained QFII or RQFII licence in the PRC. As of the date of registration of this Prospectus, it is intended that the Sub-Funds invest directly in RQFII Eligible Securities via our RQFII licence.

There are rules and restrictions under current RQFII Regulations including rules on investment restrictions and rules on repatriation of principal and profits, which are applicable to the RQFII as a whole and not only to the investments made by the Sub-Funds. Such rules and restrictions imposed by the PRC government on RQFIIs may have an adverse effect on the Sub-Funds' liquidity and performance.

RQFII restrictions on investments apply to a RQFII as a whole. Thus, any violation of the RQFII Regulations on investments arising out of activities of the RQFII could result in the revocation of or other regulatory actions in respect of such RQFII as a whole, including any portion utilised by the Sub-Funds for investment in RQFII Eligible Securities.

As there are limits on the total shares held by the RQFII, as well as all underlying investors (including the RQFII), in one listed company under the RQFII Regulations, the capacity of the Sub-Funds to make investments in A-Shares will be affected by the activities of all underlying investors and not just our activities.

(ii) RQFII Regulations

The RQFII Regulations which regulate investments by RQFIIs in the PRC and repatriation of funds are relatively new and novel in nature. The application and interpretation of the RQFII Regulations are therefore relatively untested and there is uncertainty as to how they will be applied. CSRC and SAFE have been given wide discretions in the RQFII Regulations and there is no precedent or certainty as to how these discretions might be exercised now or in the future. At this stage of early development, the RQFII Regulations may be subject to further revisions in the future, there is no assurance whether such revisions will prejudice the RQFII. The RQFII Regulations continue to develop and are undergoing continual change. CSRC and/or SAFE may have power in the future to impose new restrictions or conditions on or terminate our RQFII licence which may adversely affect the Sub-Funds and their Holders. It is not possible to predict how such changes would affect the Sub-Funds.

(iii) RQFII licence

Each Sub-Fund will utilise our RQFII licence granted under the RQFII Regulations. There can be no assurance that we will continue to maintain our RQFII licence to meet all applications for subscriptions. Such limitations may result in a rejection of applications or a suspension of new subscriptions into the relevant Sub-Fund.

Should we lose our RQFII licence or retire or be removed from our position as the managers of the Fund, the Sub-Funds may not be able to invest in RQFII Eligible Securities, and may be required to dispose of their holdings, which would likely have a material adverse effect on the Sub-Funds.

(iv) Limits on redemption

Where the Sub-Funds are invested in PRC's securities market through our RQFII licence, repatriation of funds from the PRC may be subject to the RQFII Regulations in effect from time to time. Currently, regulatory prior approval is not required for repatriation of funds under our RQFII licence. However, there is no assurance that the RQFII Regulations will not change or that regulatory restrictions will not be imposed on the repatriation of funds in the future. Investment regulations and/or the approach adopted by SAFE in relation to the repatriation may change from time to time.

(v) PRC Custodian and PRC Broker risk

RQFII Eligible Securities acquired by the Sub-Funds through our RQFII licence will be maintained by the PRC Custodian in electronic form via a securities account with the China Securities Depository and Clearing Corporation and a cash account with the PRC Custodian.

We will also select one or more PRC Brokers to execute transactions for the Sub-Funds in the PRC markets. If, for any reason, a Sub-Fund's ability to use a PRC Broker is affected, this could disrupt the operations of the relevant Sub-Fund. The Sub-Funds may also incur losses due to the acts or omissions or insolvency of the PRC Brokers or the PRC Custodian in the execution or settlement of any transaction or in the transfer of any funds or securities.

According to the RQFII Regulations and market practice, the securities and cash accounts for the Sub-Funds in the PRC are to be maintained in the name of (for example) "UOB ASSET MANAGEMENT LTD - UNITED CHINA A-SHARES INNOVATION FUND". Notwithstanding these arrangements, the RQFII Regulations are subject to the interpretation of the relevant authorities in PRC; and given that pursuant to the RQFII Regulations, we, as the RQFII, will be the party entitled to the securities (albeit not constituting an ownership interest), the securities of the relevant Sub-Fund may be vulnerable to a claim by a liquidator against us and may not be as well protected as if they were registered solely in the name of the relevant Sub-Fund. There is a risk that our creditors may incorrectly assume that the Sub-Fund's assets belong to us and such creditors may seek to gain control of the Sub-Fund's assets to meet our liabilities.

Investors should note that cash deposited in the cash account of a Sub-Fund with the PRC Custodian will not be segregated but will be a debt owing from the PRC Custodian to the relevant Sub-Fund as a depositor. Such cash will be co-mingled with cash belonging to other clients of the PRC Custodian. In the event of bankruptcy or liquidation of the PRC Custodian, the relevant Sub-Fund will not have any proprietary rights to the cash deposited in such cash account, and the relevant Sub-Fund will become an unsecured creditor ranking *pari passu* with all other unsecured creditors of the PRC Custodian. The relevant Sub-Fund may face difficulty and/or encounter delays in recovering such debt, or may not be able to recover it in full or at all, in which case the relevant Sub-Fund will suffer losses.

(vi) Foreign exchange controls

Renminbi is currently not a freely convertible currency and is subject to exchange controls imposed by the PRC government. As the Sub-Funds invest in the PRC, such controls could affect the repatriation of funds or assets out of the country, thus affecting the ability of the Sub-Funds to satisfy realisations.

(vii) CNY and CNH differences risk

While both CNY and CNH are the same currency, they are traded in different and separated markets. CNY and CNH are traded at different rates and their movement may not be in the same direction. Although there has been a growing amount of Renminbi held offshore (i.e. outside the PRC), CNH cannot be freely remitted into PRC and is subject to certain restrictions, and vice versa. You should note that subscriptions and realisations of Units will be in the relevant Class currency, and will be converted to/from CNH and you will bear the foreign exchange expenses associated with such conversion and the risk of a potential difference between the CNY and CNH rates. The liquidity and NAV of the relevant Sub-Fund may also be adversely affected by the rate and liquidity of Renminbi outside the PRC.

(viii) PRC tax risk

As a result of investing in RQFII Eligible Securities, the Sub-Funds may be subject to withholding and other taxes imposed by the PRC. Investors should be aware that any changes or clarifications in the PRC taxation legislation may be retrospective in nature and could affect the amount of income which may be derived and the amount of capital returned from the Sub-Funds' investments. Laws governing taxation may continue to change and may contain conflicts and ambiguities.

Under current PRC tax law, there are no specific rules or regulations governing the taxation of RQFIIs. The tax treatment for a RQFII investing in RQFII Eligible Securities is governed by the general taxation provisions of the Corporate Income Tax Law of the PRC (“**CIT Law**”) effective on 1 January 2008. This is on the basis that the RQFII would be managed and operated such that it would not be considered a tax resident enterprise in the PRC and would not be considered to have a permanent establishment in the PRC. Under CIT Law, a 10% withholding income tax shall be imposed on PRC-sourced income (including gains from transfers of RQFII Eligible Securities) for a foreign enterprise that does not have any establishment or place of business in the PRC, or that has an establishment or place of business in the PRC but whose income is not effectively connected with such establishment or place of business.

The State Administration of Taxation has issued a circular Guoshuihan 2009 No. 47 on 23 January 2009 clarifying that QFIIs are subject to 10% withholding tax on dividends and interest income that are sourced in the PRC. However, the position with regard to taxation of QFIIs or RQFIIs and the Sub-Funds in respect of their gains and profits other than dividends and interest income remains unclear.

Also the PRC tax authorities have not clarified whether income tax is payable on capital gains arising from securities trading RQFIIs. The relevant tax authorities may in the future clarify the tax position and impose an income tax or withholding tax on realised gains by RQFIIs from dealing in PRC Securities.

There is a risk the PRC tax authorities may seek to collect tax on capital gains without giving any prior warning, and possibly, on a retrospective basis. If such tax is collected, the tax liability will be payable by the RQFII. In such event, any tax levied on and payable by the RQFII may be passed on to and borne by the relevant Sub-Funds to the extent that such tax is indirectly or directly attributable to the relevant Sub-Funds through their holdings of RQFII Eligible Securities. Under the terms of the Deed, there shall be payable out of the Deposited Property (by way of direct payment or reimbursement to the Trustee or us) all taxation payable in respect of the income of each Sub-Fund or the holding of or dealings with any Deposited Property of each Sub-Fund.

In light of the uncertainties in the taxation position, some or all of the RQFIIs may withhold certain amounts in anticipation of PRC withholding tax on capital gains attributed to the RQFIIs. The amount withheld by the RQFIIs may be held by them for a specified period of time or indefinitely.

We are of the opinion that a reserve may be warranted and may establish such a reserve in respect of each Sub-Fund (“**Reserve**”). This Reserve is intended to cover potential PRC tax liabilities which may arise from realised and/or unrealised gains relating to investments in RQFII Eligible Securities by the relevant Sub-Fund.

Upon the clarification by the PRC tax authorities of the tax liability to the advantage of the RQFII and/or the relevant Sub-Fund, all or part of the Reserve may be rebated to and retained by the relevant Sub-Fund. In the event that the PRC tax authorities’ clarification results in a disadvantageous outcome for the RQFII and/or the relevant Sub-Fund, there is no guarantee that the Reserve or withheld amounts by us (the “**withheld amounts**”) will be enough to cover such PRC tax liabilities. If the withheld amounts or Reserve is insufficient to satisfy the PRC tax liabilities, such tax liabilities may have to be satisfied from the Deposited Property of the relevant Sub-Fund, which will lower its NAV.

Investors should note that as and when the PRC tax authorities provide clarity on the position, treatment and implications of taxation of RQFIIs, such implications may have a retrospective effect such that the NAVs of the affected Sub-Funds may be lower or higher than what was calculated at the relevant time. In addition, before published guidance is issued and is well established in the administrative practice of the PRC tax authorities, the practices with respect to investments in RQFII Eligible Securities may differ from, or be applied in a manner inconsistent with, the practices with respect to the analogous investments described herein or any new guidance that may be issued. In this regard, investors who had realised their Units in an affected Sub-Fund prior to any credit made into that Sub-Fund as a result of the PRC tax authorities’ clarification on the tax position of RQFIIs shall not have the benefit or right to any amount so credited.

In the event a Sub-Fund is terminated before the PRC tax authorities provide clarity, the Reserve may either be retained by or transferred to the Trustee on behalf of the relevant Sub-Fund. In this situation, the investors will not have any right or claim on such amount until clarification by the PRC tax authorities.

(h) Stock Connects risks

The Stock Connects are subject to the laws and regulations issued from time to time by the regulators / stock exchanges in the PRC and Hong Kong. The relevant laws and regulations are subject to change which may have potential retrospective effect. The Stock Connects are subject to quota limitations. Where a suspension in the trading through the programme is effected, the relevant Sub-Fund's ability to invest in A-Shares or access the PRC Stock Exchanges through the programme will be adversely affected.

(i) Risks associated with the SME Board and/or ChiNext Market

A Sub-Fund may have exposure to stocks listed on SME Board and/or ChiNext Market of SZSE.

(i) Higher fluctuation on stock prices

Listed companies on the SME Board and/or ChiNext Market are usually of emerging nature with smaller operating scale. Hence, they are subject to higher fluctuation in stock prices and liquidity and have higher risks and turnover ratios than companies listed on the Main Board of the SZSE ("**Main Board**").

(ii) Over-valuation risk

Stocks listed on SME Board and/or ChiNext Market may be overvalued and such exceptionally high valuation may not be sustainable. Stock price may be more susceptible to manipulation due to fewer circulating shares.

(iii) Differences in regulation

The rules and regulations regarding companies listed on ChiNext Market are less stringent in terms of profitability and share capital than those in the Main Board and SME Board.

(iv) Delisting risk

It may be more common and faster for companies listed on the SME Board and/or ChiNext Market to delist. This may have an adverse impact on the relevant Sub-Fund if the companies that it invests in are delisted.

Investments in the SME Board and/or ChiNext Market may result in significant losses for the relevant Sub-Fund and its investors.

### 8.3 Risks specific to certain Sub-Funds

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

(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) 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.

## 9. SUBSCRIPTION OF UNITS

### 9.1 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"> <li>• authorised agents and distributors</li> <li>• ATMs (as and when available)</li> <li>• designated websites</li> <li>• other sales channels made available by us</li> </ul> <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"> <li>• By cheque in favour of the payee set out in the relevant application form.</li> <li>• 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.</li> <li>• <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.</li> </ul>  |
| Other salient terms:  | <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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).</li> <li>• In the process of subscribing for Units, subscription monies paid by you to us will, pending payment to the Trustee, be deposited in an omnibus bank account and commingled with monies of our other customers. See <a href="http://uobam.com.sg">uobam.com.sg</a> for further disclosures in this regard.</li> </ul> |

## 9.2 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.

## 9.3 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> <ul style="list-style-type: none"> <li>(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</li> <li>(b) truncating the resultant amount to 3 decimal places.</li> </ul> <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:      | <p>A confirmation of your purchase will be sent to you within 5 Business Days for cash applications, and 11 Business Days for SRS applications, from the date of issue of Units.</p>  |
| Other salient terms:           | <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• No certificates for Units will be issued.</li> <li>• 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.</li> </ul>                                |



#### 9.4 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.

#### 9.5 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 days<sup>2</sup>. 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 11](#) 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.

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

#### 9.6 Conditions for the launch of a 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.

### 10. **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.

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<sup>2</sup> 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.

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"> <li>• <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.</li> <li>• <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.</li> </ul> |
| When payment is debited:            | <p>Payment will be debited from the relevant account on:</p> <ul style="list-style-type: none"> <li>• <u>for monthly RSP subscriptions</u>: the 25<sup>th</sup> calendar day of each month;</li> <li>• <u>for quarterly RSP subscriptions</u>: the 25<sup>th</sup> calendar day of the last month of each calendar quarter.</li> </ul> <p>If the 25<sup>th</sup> 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.

## 11. REALISATION OF UNITS

### 11.1 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"> <li>• authorised agents and distributors through whom your Units were originally purchased</li> <li>• ATMs (as and when available)</li> <li>• designated websites</li> <li>• other channels made available by us</li> </ul>   |
| 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> <ul style="list-style-type: none"> <li>(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</li> <li>(b) truncating the resultant amount to 3 decimal places.</li> </ul> <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 <u>paragraphs 11.3 or 14</u>.</p> <p>Proceeds will be paid by cheque or (where applicable) credited to your designated bank account, or SRS account.</p>  |
| Other salient terms:                               | <ul style="list-style-type: none"> <li>You will bear all bank charges incurred for any telegraphic transfer of realisation proceeds to your designated bank account.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul> |

## 11.2 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.

### 11.3 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.

### 11.4 Compulsory realisations

We may compulsorily realise your holding of Units in certain circumstances. See paragraph 21.2 for further details.

## 12. 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 “ <b>new units</b> ”) 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 (“<b>Common Dealing Day</b>”) 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> <ul style="list-style-type: none"><li>(a) your Units will be realised at the realisation price calculated under <u>paragraph 11</u>;</li><li>(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).</li></ul> |

|                      |   |
|----------------------|---|
| Other salient terms: | <ul style="list-style-type: none"> <li>• Switches will be at our discretion.</li> <li>• You may switch into Class T or Class Z Units of a Sub-Fund only with our prior written approval.</li> <li>• You may withdraw a switching request only with our consent.</li> <li>• 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.</li> <li>• Switches will not be allowed during the initial offer period of the original Class/Sub-Fund.</li> <li>• Switches will not be allowed if it results in you holding Units below any applicable minimum holding.</li> <li>• You may only switch between Units denominated in different currencies with our consent.</li> <li>• Switches will not be allowed during any period where the realisation of Units has been limited or suspended in accordance with <u>paragraphs 11.3 or 14</u>, or when the issue of new units is suspended.</li> <li>• Units purchased with cash or SRS monies (as the case may be) may only be switched to new units which may be purchased with the same payment method.</li> <li>• 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.</li> </ul> |
|----------------------|---|

### 13. 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](http://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.

## 14. SUSPENSION OF DEALINGS

14.1 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:

- (a) 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;
- (b) 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;
- (c) any period when a state of emergency prevents a practicable disposal of such Authorised Investments by or on behalf of the Trustee;
- (d) 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);
- (e) any period when remittance of moneys which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments for the time being constituting the Deposited Property of such Sub-Fund is not possible or cannot, in the Trustee's and our opinion, be carried out at normal rates of exchange;
- (f) 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;
- (g) any period whereby dealing of Units has to be suspended to effect the subdivision or consolidation of Units;
- (h) 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;
- (i) 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);
- (j) any period when our business operations or the Trustee's business operations, 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;
- (k) 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.

14.2 Without prejudice to paragraph 14.1 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.

14.3 Subject to the provisions of the Code, we and/or the Trustee 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.

14.4 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 14 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. Subject to the provisions of 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.

## **15. PERFORMANCE OF THE SUB-FUNDS**

15.1 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.

15.2 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.

15.3 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.

## **16. SOFT DOLLAR COMMISSIONS/ARRANGEMENTS**

Subject to the provisions of the Code, we and/or the Sub-manager may from time to time receive or enter into soft dollar commissions/arrangements in our management of the relevant Sub-Fund. We and/or the Sub-manager 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 and the Sub-manager 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 and the Sub-manager 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. CONFLICTS OF INTEREST**

### **17.1 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.

## 17.2 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 relevant 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 relevant 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 relevant Sub-Fund with counterparties other than a State Street counterparty.

## 18. 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.

## 19. 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](mailto:uobam@uobgroup.com)

## 20. OTHER MATERIAL INFORMATION

### 20.1 Market timing

Each Sub-Fund is designed and managed to support its investment objective for the duration of that Sub-Fund. 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.

## 20.2 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.

## 20.3 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.

## 20.4 Liquidation of the Managers, the Trustee, the Sub-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.

### **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.

## 21. **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.*

### 21.1 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 with the prior agreement of 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 with the prior agreement of 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 after consultation with the Trustee determine,

provided that, if the quotations referred to in paragraphs 21.1(a) to 21.1(e) above are not available, or if the value of the Authorised Investment determined in the manner described in paragraphs 21.1(a) to 21.1(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.

## 21.2 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 21.2.

### 21.3 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. 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.

#### 21.4 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.

#### 21.5 Termination of the Fund or Sub-Fund

- (a) Each Sub-Fund is of indeterminate duration and may be terminated as provided in this paragraph 21.5.
- (b)
  - (i) Either the Managers or the Trustee may in their absolute discretion terminate the Fund by giving not less than two 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 two 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 21.5(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 21.5(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 21.5(c)(i) or otherwise.

- (ii) Notwithstanding paragraph 21.5(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 21.5(c)(ii)(3), the decision of the Trustee in any of the events specified in this paragraph 21.5(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 21.5(c)(ii) or otherwise.

- (d) Termination by the Managers:

- (i) Notwithstanding paragraph 21.5(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 21.5(d)(i)(4) the decision of the Managers in any of the events specified in paragraph 21.5(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 21.5(d)(i) or otherwise.

- (ii) Notwithstanding paragraph 21.5(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 21.5(d)(ii)(4), the decision of the Managers in any of the events specified in this paragraph 21.5(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 21.5(d)(ii) or otherwise.

- (e) The party terminating the Fund or Sub-Fund 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 two 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.

## 21.6 Termination of a Class

- (a) Any Class established shall be of indeterminate duration and may be terminated in accordance with this paragraph 21.6.
- (b) Either the Managers or the Trustee may in their absolute discretion terminate any Class by not less than two 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 but the Trustee shall be under no liability on account of any failure to terminate the Class pursuant to this paragraph 21.6(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 21.6(d)(iii), the decision of the Managers in any of the events specified in this paragraph 21.6(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 21.6(d) or otherwise.

- (e) The party terminating the Class in accordance with paragraph 21.6 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 two 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.

#### 21.7 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 21.7 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 CHINA A-SHARES INNOVATION FUND

This Appendix sets out the details of United China A-Shares Innovation 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 Acc
- Class A SGD Acc (Hedged)
- Class A USD Acc
- Class A USD Acc (Hedged)
- Class JPY Acc
- Class T USD Acc
- Class Z SGD Acc
- Class Z USD Acc
- Class Z RMB Acc

Class JPY is offered only to collective investment schemes established in Japan.

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

#### 2.1 Investment objective

The investment objective of the Sub-Fund is to achieve long-term capital appreciation by investing primarily in A-Shares of companies listed in the PRC which are beneficiaries of technology, innovation and trends.

#### 2.2 Investment focus and approach

The Sub-Fund seeks to achieve its investment objective by investing substantially all its assets in A-Shares of companies across all sectors which we believe are expected to benefit from technology, innovation and trends that are listed in the Shanghai Stock Exchange (SSE) and Shenzhen Stock Exchange (SZSE). It may also make investments into A-Shares listed in the SME Board and/or ChiNext Market of SZSE, Science and Technology Innovation Board of SSE and/or through such other programmes which allow direct investment into A-Shares.

Currently, the Sub-Fund's assets may be invested into A-Shares via the Managers' RQFII licence.

The Sub-Fund will be managed in an unconstrained manner and may at times be concentrated by industry sector.

The Sub-Fund will invest primarily in equity securities. Subject to the foregoing, the Sub-Fund may invest in other securities including, without limitation, exchange traded funds and equity-related securities such as depositary receipts.

We have delegated the investment management of the Sub-Fund's assets to the Sub-manager.

The Sub-manager's investment process in relation to the Sub-Fund is as follows:

- (i) to combine the results of macro-economic research, industry research, quantitative research and individual share research with the aim to achieve long-term capital gains for the Sub-Fund's assets;
- (ii) to analyse and take into account trends and structural changes in the general economy, various industrial sectors and the securities markets in the PRC; and
- (iii) in addition, measures to control risk will be applied to maximise risk-adjusted returns.

Subject to paragraph 2.4 of this Appendix, FDIs, such as forward contracts, future 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 its assets may be temporarily held in cash, placed in cash deposits and/or invested in money market instruments and short-term debt securities (which may not be issued in the PRC or by PRC entities, or which may not be RQFII Eligible Securities). The Sub-Fund may also hold part of its assets in liquid investments or cash for liquidity purposes.

### 2.3 Investment style and benchmark usage

The Sub-Fund is **actively managed without reference to a benchmark**.

There is no benchmark against which the performance of the Sub-Fund can be measured as the Managers are of the view that there is currently no available index that adequately reflects the investment focus and approach of the Sub-Fund.

### 2.4 Investment restrictions

The Sub-Fund shall be subject to the investment guidelines and borrowing limits set out under Appendix 1 of the Code.

**With effect from 24 August 2021:** Units of the Sub-Fund are Excluded Investment Products. Accordingly, the Sub-Fund will not invest in any product or engage in any transaction which may cause the Units of the Sub-Fund not to be regarded as Excluded Investment Products.

**With effect from 24 August 2021:** The Managers may invest in FDIs and accordingly, are subject to the provisions on FDIs as set out in the CMP Regulations for the purpose of classifying Units of the Sub-Fund as Excluded Investment Products.

As long as there is any Japanese institutional investor holding Units in the Sub-Fund, the Sub-Fund shall further be subject to the following investment restrictions which are compliant with JITA regulations. In this respect, the Managers and the Sub-manager shall not:

- (a) utilise leveraging in the Sub-Fund;
- (b) sell any security short;
- (c) borrow monies for the purpose of leveraging the Sub-Fund;
- (d) borrow in excess of 10% of the Sub-Fund's NAV for the purpose of meeting redemptions and bridging requirements;
- (e) invest in any "non-liquid asset" which is defined as an asset that is not listed on any stock exchanges or not a readily realisable investment;
- (f) acquire the shares of any one company (including investment corporations) if as a result of such acquisition the total number of shares of such company held by all investment funds managed by the Managers and the Sub-manager would exceed 50% of the total number of all issued and outstanding shares of such company;
- (g) enter into any transactions with itself or any of its directors as principal;
- (h) enter into any transactions which are intended to benefit only the Managers, Sub-manager or any parties other than the Holders, to the detriment of the Holders;
- (i) engage in currency hedging (save that the Managers and Sub-manager may engage in currency hedging at a Class level for any Class other than Class JPY Acc);
- (j) use FDIs (save that the Managers and Sub-manager may use FDIs at a Class level for any Class other than Class JPY Acc);
- (k) invest more than 10% of the Sub-Fund's NAV in equities issued by the same issuer;
- (l) invest less than 50% of the Sub-Fund's NAV in securities;
- (m) invest in any trust-type or corporate-type investment funds;
- (n) invest in any fund of funds;
- (o) enter into any cross trade transactions.

The Managers may from time to time modify the above restrictions pursuant to, amongst others, changes in the Code or the JITA regulations. Prior notice shall be given to Holders if such modification amounts to a significant change.

In the event of any inconsistency or conflict between the provisions of the Code and the above restrictions, the stricter provision will prevail.

### 3. Product suitability

3.1 The Sub-Fund is only suitable for investors who:

- seek long-term capital appreciation;
- are looking for exposure to PRC companies across all sectors which are beneficiaries of technology, innovation and trends; and
- are comfortable with the volatility and risk of an equity fund which invests in A-Shares of such companies.

3.2 The NAV of the Sub-Fund is likely to have high volatility due to the investment focus and approach of the Sub-Fund and/or the portfolio management techniques adopted by the Sub-manager and/or us.

### 4. Distribution policy

There is currently no distribution policy for the Sub-Fund.

### 5. Risks specific to the Sub-Fund

The PRC-related risks set out in paragraph 8.2 of the main body of this Prospectus (to the extent applicable to the investments of the Sub-Fund) apply to the Sub-Fund.

In addition, the following specific risks as described in paragraph 8.3 of the main body of this Prospectus also apply to the Sub-Fund:

- Equity risk
- Default and insolvency risk for bank deposits
- Liquidity risk for bank deposits
- Concentration risk

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   | Class JPY Acc: Currently none; maximum 5%.<br>Class T: Currently none; maximum 5%.<br>Class Z: Currently none; maximum 5%.<br>All other Classes: Currently up to 5%; maximum 5%. |
| Realisation Fee  | All Classes: Currently none; maximum 1%.   |
| Switching Fee <sup>(1)</sup>   | Class T: Currently none; maximum 2%.<br>All other Classes: Currently 1%; maximum 2%.   |
| Payable by the Sub-Fund to the Managers, the Trustee and other parties |  |
| Management Fee   | Class JPY Acc: Currently 0.6% p.a.; maximum 2.5% p.a..   |
| (a) Retained by Managers   | Class T: Currently 0.65% p.a.; maximum 2.5% p.a..  |
| (b) Paid by Managers to financial adviser (trailer fee)                | Class Z: Currently none; maximum 2.5% p.a..<br>All other Classes: Currently 1.75% p.a.; maximum 2.5% p.a..   |
|  | (a) 62.86% to 73.71% of Management Fee   |
|  | (b) 26.29% to 37.14% <sup>3</sup> of Management Fee  |

<sup>3</sup> Your financial adviser is required to disclose to you the amount of trailer fee it receives from the Managers.



|  |  |
|--|--|
| Trustee Fee  | Currently not more than 0.05% p.a.; maximum 0.2% p.a..<br>(Subject always to a minimum of S\$12,000 p.a. or such lower sum as may be agreed from time to time between the Trustee and us. Currently, the agreed minimum is 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 0.2% p.a.; maximum 0.2% p.a.  |
| Audit fee, custodian fee, transaction costs <sup>(2)</sup> and other fees and charges <sup>(3)</sup> | <p>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 it bears to the NAV of the Sub-Fund.</p> <p>Based on the audited accounts and the average NAV of the Sub-Fund for the financial year ended 31 December 2020:</p> <ul style="list-style-type: none"> <li>• Audit fee: less than 0.1%.</li> <li>• Custodian fee: less than 0.1%.</li> <li>• Transaction costs: 0.27%</li> <li>• Other fees and charges: less than 0.1%.</li> </ul> |

- <sup>(1)</sup> 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.
- <sup>(2)</sup> Transaction costs (which do not include the transaction fees mentioned below) include all expenses relating to the purchase and sale of financial instruments.
- <sup>(3)</sup> Other fees and charges 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 and bank charges.

## 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 amount * | Minimum subsequent subscription amount * | Minimum holding *  |
|---------------------------------|-----------------------------------|---|---------------------------------------|--|--|
| <b>Class A SGD Acc</b>          | N.A.<br>(incepted on 17 Aug 2020) |   | S\$1,000                              | S\$500                                   | 1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount |
| <b>Class A SGD Acc (Hedged)</b> | S\$1.000                          | At our discretion<br>(with prior notification to the Trustee)** | S\$1,000                              | S\$500                                   |  |
| <b>Class A USD Acc</b>          | N.A. (incepted on 23 Nov 2020)    |   | US\$1,000                             | US\$500                                  |  |
| <b>Class A USD Acc (Hedged)</b> | US\$1.000                         | At our discretion<br>(with prior notification to the Trustee)** | US\$1,000                             | US\$500                                  |  |
| <b>Class JPY Acc</b>            | N.A. (incepted on 1 Aug 2019)     |   | JPY100,000                            | JPY100,000                               |  |

| Name of Class          | Initial issue price per Unit      | Initial offer period   | Minimum initial subscription amount * | Minimum subsequent subscription amount * | Minimum holding *  |
|------------------------|-----------------------------------|--|---------------------------------------|--|--|
| <b>Class T USD Acc</b> | N.A.<br>(incepted on 19 Feb 2021) |  | US\$100,000                           | US\$50,000                               | 1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount     |
| <b>Class Z SGD Acc</b> | S\$1.000                          | At our discretion (with prior notification to the Trustee)** | S\$1,000,000                          | S\$500,000                               | 1,000,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount |
| <b>Class Z USD Acc</b> | US\$1.000                         |  | US\$1,000,000                         | US\$500,000                              |  |
| <b>Class Z RMB Acc</b> | RMB10.000                         |  | RMB 5,000,000                         | RMB 2,500,000                            |  |

\* 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. Minimum size and other conditions for launch

We reserve the right not to proceed with the launch of any Class in the event that the capital raised for the relevant Class as at the close of its initial offer period is less than S\$5,000,000 or its equivalent.

## 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 as at 31 March 2021, and its expense ratio are set out below.

|  | 1 year (%) | 3 years (%) | 5 years (%) | 10 years (%) | Since inception (%) | Expense ratio (%) <sup>(3)</sup> |
|--|------------|-------------|-------------|--------------|---------------------|----------------------------------|
| <b>Class JPY Acc (Inception date: 1 August 2019)</b> |            |             |             |              |                     |                                  |
| (NAV-NAV) <sup>(1)</sup>                             | 95.68      | -           | -           | -            | 67.28               | 0.96                             |
| (NAV-NAV <sup>^</sup> ) <sup>(2)</sup>               | N.A.       | -           | -           | -            | N.A.                |                                  |

Class A SGD Acc, Class A USD Acc and Class T USD Acc were inceptioned on 17 August 2020, 23 November 2020 and 19 February 2021 respectively. As such, a track record of at least 1 year is not available as at the date of registration of this Prospectus. The annualised expense ratios<sup>(3)</sup> of the following Classes from their inception dates to 31 December 2020 are:

- Class A SGD Acc – 1.93%
- Class A USD Acc – 1.85%
- Class T USD Acc – N.A.

As at the date of registration of this Prospectus, the other Classes have not been inceptioned. As such, a track record of at least 1 year and the expense ratios for such Classes are not available as at the date of registration of this Prospectus.

Notes:

Source: Morningstar

^ Taking into account the Subscription Fee.

- (1) Calculated on a NAV-to-NAV basis as at 31 March 2021, 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 March 2021, taking into account the Subscription Fee and Realisation Charge (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 2020. See paragraph 15.2 of the main body of this Prospectus for information relating to the calculation of the expense ratio.

There is no benchmark for the Sub-Fund as we are of the view that there is no appropriate benchmark for the Sub-Fund.

## 10.2 Turnover ratio

The turnover ratio of the Sub-Fund for the financial year ended 31 December 2020 is 95.38%. See paragraph 15.3 of the main body of this Prospectus for information relating to the calculation of the turnover ratio.

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

## APPENDIX 2 – UNITED CHINA A-SHARES CONSUMPTION UPGRADE FUND

This Appendix sets out the details of United China A-Shares Consumption Upgrade 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 Acc
  - Class A SGD Acc (Hedged)
  - Class A USD Acc
  - Class A USD Acc (Hedged)
  - Class JPY Acc

Class JPY Acc is offered only to collective investment schemes established in Japan.

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

#### 2.1 Investment objective

The investment objective of the Sub-Fund is to achieve long-term capital appreciation by investing primarily in A-Shares of companies listed in the PRC which benefit from the consumption upgrade arising from rising wealth and income and changing demographics in the PRC.

#### 2.2 Investment focus and approach

The Sub-Fund seeks to achieve its objective by investing in companies across all sectors which we expect to benefit from consumption upgrade in the PRC. The Sub-Fund may invest in A-Shares of companies that are listed in the PRC securities markets, currently Shanghai Stock Exchange (SSE) and Shenzhen Stock Exchange (SZSE), directly via the RQFII licence granted to the Managers and/or through the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect and/or through such other programmes which allow direct investment into A-Shares. The Sub-Fund will be managed in an unconstrained manner and may at times be concentrated by industry sector.

#### *About consumption upgrade in the PRC*

“Consumption upgrade” refers to the evolving patterns of consumption in the PRC. The PRC has seen 3 major consumption upgrades:

|                        |  |
|------------------------|--|
| Late 1970s             | Drop in food spending in overall household expenditures accompanied by rising demand for goods such as bicycles, watches and radios. |
| Late 1980s - mid 1990s | Soaring demand for home appliances such as washing machines, colour TVs and refrigerators  |
| Present day            | Characterised by burgeoning online sales and high demand for high quality goods and services   |

(Source: Consumption Upgrade: Key Driver of Chinese Economy, CGTN News website, 12 March 2019)

The Managers believe the latest consumption upgrade arises from rising wealth and income (especially in the middle class) and changing demographics in the PRC (e.g. the rise of Generation Z and the Millennials). With consumers in the PRC looking for a better, healthier quality of life, demand is shifting to consuming higher-quality, higher-priced goods and the best-in-class services. Consumption is further facilitated through social media advertising, e-commerce and electronic payment platforms.

While we expect the consumption upgrade phenomenon to benefit industries/sectors such as food and liquor, medical equipment, healthcare services, consumer electronics and media entertainment, the Sub-Fund will be managed in an unconstrained manner and the Managers will have maximum flexibility to invest in companies operating in any industry or sector which we believe will benefit, directly or indirectly, from consumption upgrade in the PRC.

\*\*\*

The Sub-Fund will invest primarily in equity securities. Subject to the foregoing, the Sub-Fund may invest in other securities including, without limitation, exchange traded funds and equity-related securities such as depositary receipts.

We have delegated the investment management of the Sub-Fund's assets to the Sub-manager.

The Sub-manager's investment process in relation to the Sub-Fund is as follows:

- (i) to combine the results of macro-economic research, industry research, quantitative research and individual share research with the aim to achieve long-term capital gains for the Sub-Fund's assets;
- (ii) to analyse and take into account trends and structural changes in the general economy, various industrial sectors and the securities markets in the PRC; and
- (iii) in addition, measures to control risk will be applied to maximise risk-adjusted returns.

Subject to paragraph 2.42.3 of this Appendix, FDIs, such as forward contracts, future 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 its assets may be temporarily held in cash, placed in cash deposits and/or invested in money market instruments and short-term debt securities (which may not be issued in the PRC or by PRC entities, or which may not be RQFII Eligible Securities). The Sub-Fund may also hold part of its assets in liquid investments or cash for liquidity purposes.

### 2.3 Investment style and benchmark usage

The Sub-Fund is **actively managed without reference to a benchmark**.

There is no benchmark against which the performance of the Sub-Fund can be measured as the Managers are of the view that there is currently no available index that adequately reflects the investment focus and approach of the Sub-Fund.

### 2.4 Investment restrictions

The Sub-Fund shall be subject to the investment guidelines and borrowing limits set out under Appendix 1 of the Code.

As long as there is any Japanese institutional investor holding Units in the Sub-Fund, the Sub-Fund shall further be subject to the following investment restrictions which are compliant with JITA regulations. In this respect, the Managers and the Sub-manager shall not:

- (a) utilise leveraging in the Sub-Fund;
- (b) sell any security short;
- (c) borrow monies for the purpose of leveraging the Sub-Fund;
- (d) borrow in excess of 10% of the Sub-Fund's NAV for the purpose of meeting redemptions and bridging requirements;
- (e) invest in any "non-liquid asset" which is defined as an asset that is not listed on any stock exchanges or not a readily realisable investment;

- (f) acquire the shares of any one company (including investment corporations) if as a result of such acquisition the total number of shares of such company held by all investment funds managed by the Managers and the Sub-manager would exceed 50% of the total number of all issued and outstanding shares of such company;
- (g) enter into any transactions with itself or any of its directors as principal;
- (h) enter into any transactions which are intended to benefit only the Managers, Sub-manager or any parties other than the Holders, to the detriment of the Holders;
- (i) engage in currency hedging (save that the Managers and Sub-manager may engage in currency hedging at a Class level for any Class other than Class JPY Acc);
- (j) use FDIs (save that the Managers and Sub-manager may use FDIs at a Class level for any Class other than Class JPY Acc);
- (k) invest more than 10% of the Sub-Fund's NAV in equities issued by the same issuer;
- (l) invest less than 50% of the Sub-Fund's NAV in securities;
- (m) invest in any trust-type or corporate-type investment funds;
- (n) invest in any fund of funds;
- (o) enter into any cross trade transactions.

The Managers may from time to time modify the above restrictions pursuant to, amongst others, changes in the Code or the JITA regulations. Prior notice shall be given to Holders if such modification amounts to a significant change.

In the event of any inconsistency or conflict between the provisions of the Code and the above restrictions, the stricter provision will prevail.

### **3. Product suitability**

3.1 The Sub-Fund is only suitable for investors who:

- seek long-term capital appreciation;
- are looking for exposure to companies which benefit from the consumption upgrade arising from rising wealth and income and changing demographics in the PRC; and
- are comfortable with the volatility and risk of an equity fund which invests in A-Shares of such companies.

3.2 The NAV of the Sub-Fund is likely to have high volatility due to the investment focus and approach of the Sub-Fund and/or the portfolio management techniques adopted by the Sub-manager and/or us.

### **4. Distribution policy**

There is currently no distribution policy for the Sub-Fund.

### **5. Risks specific to the Sub-Fund**

The PRC-related risks set out in paragraph 8.2 of the main body of this Prospectus (to the extent applicable to the investments of the Sub-Fund) apply to the Sub-Fund.

In addition, the following specific risks as described in paragraph 8.3 of the main body of this Prospectus also apply to the Sub-Fund:

- Equity risk
- Default and insolvency risk for bank deposits
- Liquidity risk for bank deposits
- Concentration risk

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  | Class JPY Acc: Currently none; maximum 5%.<br>All other Classes: Currently up to 5%; maximum 5%.   |
| Realisation Fee   | All Classes: Currently none; maximum 1%.   |
| Switching Fee <sup>(1)</sup>  | All Classes: Currently 1%; maximum 2%.   |
| Payable by the Sub-Fund to the Managers, the Trustee and other parties                                |  |
| Management Fee<br>(a) Retained by Managers<br>(b) Paid by Managers to financial adviser (trailer fee) | Class JPY Acc: Currently 0.6% p.a.; maximum 2.5% p.a..<br>All other Classes: Currently 1.75% p.a.; maximum 2.5% p.a..<br><br>(a) 100% of Management Fee<br>(b) 0% <sup>4</sup> of Management Fee   |
| Trustee Fee   | Currently not more than 0.05% p.a.; maximum 0.2% p.a..<br>(Subject always to a minimum of S\$12,000 p.a. or such lower sum as may be agreed from time to time between the Trustee and us. Currently, the agreed minimum is 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 0.2% p.a.; maximum 0.2% p.a.  |
| Audit fee, custodian fee, transaction costs <sup>(2)</sup> and other fees and charges <sup>(3)</sup>  | 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 it bears to the NAV of the Sub-Fund.<br><br>Based on the audited accounts and the average NAV of the Sub-Fund for the financial year ended 31 December 2020:<br><ul style="list-style-type: none"> <li>• Audit fee: less than 0.1%.</li> <li>• Custodian fee: less than 0.1%.</li> <li>• Transaction costs: 0.18%</li> <li>• Other fees and charges: less than 0.1%.</li> </ul> |

- <sup>(1)</sup> 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.
- <sup>(2)</sup> Transaction costs (which do not include the transaction fees mentioned below) include all expenses relating to the purchase and sale of financial instruments.
- <sup>(3)</sup> Other fees and charges 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 and bank charges.

<sup>4</sup> 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, minimum holding

| Name of Class            | Initial issue price per Unit  | Initial offer period   | Minimum initial subscription amount * | Minimum subsequent subscription amount * | Minimum holding *  |
|--------------------------|-------------------------------|--|---------------------------------------|--|--|
| Class A SGD Acc          | S\$1.000                      | At our 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 A SGD Acc (Hedged) | S\$1.000                      |  | S\$1,000                              | S\$500                                   |  |
| Class A USD Acc          | US\$1.000                     |  | US\$1,000                             | US\$500                                  |  |
| Class A USD Acc (Hedged) | US\$1.000                     |  | US\$1,000                             | US\$500                                  |  |
| Class JPY Acc            | N.A. (incepted on 3 Aug 2020) |  | JPY100,000                            | JPY100,000                               |  |

\* 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. Minimum size and other conditions for launch

We reserve the right not to proceed with the launch of any Class in the event that the capital raised for the relevant Class as at the close of its initial offer period is less than S\$5,000,000 or its equivalent.

## 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

Class JPY Acc was incepted on 3 August 2020. As such, a track record of at least 1 year is not available as at the date of registration of this Prospectus. The annualised expense ratio of Class JPY Acc from its inception date to 31 December 2020 is 0.98%. See [paragraph 15.2](#) of the main body of this Prospectus for information relating to the calculation of the expense ratio.

As at the date of registration of this Prospectus, the other Classes have not been incepted. As such, a track record of at least 1 year and the expense ratios for such Classes are not available as at the date of registration of this Prospectus.

There is no benchmark for the Sub-Fund as we are of the view that there is no appropriate benchmark for the Sub-Fund.

### 10.2 Turnover ratio

The turnover ratio of the Sub-Fund for the financial year ended 31 December 2020 is 28.24%. See [paragraph 15.3](#) of the main body of this Prospectus for information relating to the calculation of the turnover ratio.

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



大华中国境内基金  
大华中国A股创新基金  
大华中国A股消费升级基金  
发 售 计 划 说 明 书