

UNITED GLOBAL RECOVERY FUNDS

United High Grade Corporate Bond Fund
United China-India Dynamic Growth Fund

P r o s p e c t u s

May '23



Right By You

This is a replacement prospectus lodged with the Monetary Authority of Singapore (the "Authority") on 30 June 2023 pursuant to Section 298 of the Securities and Futures Act 2001 and it replaces the prospectus registered with the Authority on 18 May 2023.

DIRECTORY

Managers

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

Registered office:
80 Raffles Place
UOB Plaza
Singapore 048624

Operating office:
80 Raffles Place
3rd Storey
UOB Plaza 2
Singapore 048624

Directors of the Managers

Lee Wai Fai
Thio Boon Kiat
Peh Kian Heng
Edmund Leong Kok Mun

Trustee

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

Custodian / Administrator / Registrar

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

Auditors

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

Solicitors to the Managers

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

Solicitors to the Trustee

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

DEFINITIONS

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

Accumulation Class	A Class of a Sub-Fund which does not declare or pay distributions but accumulates investment gains and income in its NAV.
AIML	Artificial Intelligence Machine Learning.
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, or any other day as the Managers and the Trustee may agree in writing.
China	The People's Republic of China.
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: (a) MAS Notice SFA 04-N12: Notice on the Sale of Investment Products issued by the Authority; and (b) Securities and Futures (Capital Markets Products) Regulations 2018.
Code	Code on Collective Investment Schemes issued by the Authority, as amended from time to time. The latest version is available at www.mas.gov.sg .
custodian	Includes any person or persons for the time being appointed as a custodian of the Sub-Funds or any of their assets.
Dealing Day	<p>In connection with the issuance, cancellation, valuation and realisation of Units of a Sub-Fund, generally every Business Day. The Managers may change the Dealing Day after consulting the Trustee, provided that the Managers give reasonable notice of such change to all 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 a particular Sub-Fund having in aggregate values amounting to at least 50% of the value of the assets of that 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) 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	are defined: <ul style="list-style-type: none"> (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 (b) as “prescribed capital markets products” under the Securities and Futures (Capital Markets Products) Regulations 2018.
FATCA	The U.S. Foreign Account Tax Compliance Act, as amended from time to time.
FDIs or derivatives	Financial derivative instruments.
Fund	United Global Recovery 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	A collective investment scheme the manager of which: <ul style="list-style-type: none"> (a) is the Managers or a corporation under their control or under common control with them or at least 50% of the share capital of which is held by a corporation which is a shareholder of the Managers; and (b) has approved the terms of any switch which may be made pursuant to the Deed.
Hedged Class	A Class of a Sub-Fund to which the currency hedging strategy as described under the heading “Hedged Classes” in <u>paragraph 8.1(b)</u> is applied.
Holder	A unitholder of the relevant Sub-Fund.
IGA	Intergovernmental agreement.

India	The Republic of India.
KBACML	KBA Consulting Management Limited, the management company of the Underlying Umbrella; see paragraph 3.1 of this Prospectus.
Managers or UOBAM	UOB Asset Management Ltd or any other person for the time being duly appointed as managers of the Fund. References to “ we ”, “ us ” or “ our ” shall be construed accordingly to mean UOB Asset Management Ltd.
NAV	Net asset value.
Net Investment Amount	The amount paid by an investor for the purpose of investing in Units, after deduction of the applicable Subscription Fee.
Net Realisation Proceeds	The amount payable to a Holder upon the realisation of its Units, after deduction of the applicable Realisation Fee.
Rate of Exchange	Such exchange rate (whether official or otherwise) which the Managers, after consultation with the Trustee or in accordance with a method approved by the Trustee, deem appropriate in all circumstances.
Register	The register of Holders of the relevant Sub-Fund.
RSP	Regular savings plan.
SFA	Securities and Futures Act 2001, as amended from time to time.
Singapore dollars / SGD / S\$	The lawful currency of Singapore.
SRS	Supplementary Retirement Scheme.
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 offered pursuant to this Prospectus and “ Sub-Fund ” shall mean any one of them.
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.
UCITS	Undertaking for Collective Investment in Transferable Securities.
Underlying Fund	UTI India Dynamic Equity Fund, a sub-fund of UTI Goldfinch Funds PLC; see paragraph 3.1 of this Prospectus.
Underlying Umbrella	UTI Goldfinch Funds PLC; see paragraph 3.1 of this Prospectus.

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).
UTI AMC	UTI Asset Management Company Limited, India.
UTIIS	UTI International (Singapore) Private Limited.
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 a notice to notify the affected Holders of such determination is required.

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 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.

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

Prohibition against U.S. investors

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

- (i) U.S. Persons (as defined in Regulation S promulgated under the Securities Act of 1933 of the U.S., as amended (the “**U.S. Securities Act**”)) in reliance on Regulation S promulgated under the U.S. Securities Act; or
- (ii) “United States persons” (as defined in Section 7701(a)(30) of the U.S. Internal Revenue Code, as amended, and referred to herein as “**U.S. Taxpayers**”). Currently, the term “U.S. Taxpayer” includes: a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); any

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

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

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

FATCA

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

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

CRS

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

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

* * *

You are required to:

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

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

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 GLOBAL RECOVERY FUNDS

PROSPECTUS

1. BASIC INFORMATION

1.1 Fund details

United Global Recovery 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:

- (a) United High Grade Corporate Bond Fund
- (b) United China-India Dynamic Growth Fund

1.2 Date of registration and expiry of Prospectus

This is a replacement prospectus lodged with the Authority on 30 June 2023 and it replaces the previous prospectus for the Fund that was registered with the Authority on 18 May 2023. It is valid up to 17 May 2024 and will expire on 18 May 2024.

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 relevant Appendix for the 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 and holding, distribution policy, eligibility requirements and the availability of a RSP. A separate NAV per Unit (in the relevant Class currency), which may differ as a consequence of such variable factors, will be calculated for each Class. Save for such differences, Holders of each Class of a Sub-Fund have materially the same rights and obligations under the Deed. You should note that the assets of a Sub-Fund are pooled and invested as a single fund and are not segregated in respect of each Class.

Note on naming convention:

- *Classes designated “A” are available for subscription by all investors.*
- *Classes designated “B” 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 SGD Dist is SGD.*
- *“Dist” or “Acc” refers to whether the Class is a Distribution Class (which may make distributions) or Accumulation Class (which accumulates investment gains and income in its NAV) 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 prior notice to the Trustee, launch or delay the launch of any Class at any time.

Details of the Classes of Units offered by the Sub-Funds, if any, are set out in the relevant Appendices.

1.5 Trust deed and supplemental deeds

- (a) The Fund was constituted by way of a trust deed dated 30 January 2009, which has since been amended by the following deeds:

First Amending and Restating Deed	8 July 2009
Second Amending and Restating Deed	17 July 2009
Third Amending and Restating Deed	28 October 2009
Fourth Amending and Restating Deed	22 October 2010
Fifth Amending and Restating Deed	31 August 2011
First Supplemental Deed	23 April 2015
Supplemental Deed of Appointment and Retirement of Trustee	24 February 2017
Second Supplemental Deed	19 July 2017
Third Supplemental Deed	19 July 2021
Fourth Supplemental Deed	30 November 2022

The trust deed dated 30 January 2009, 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 auditors’ 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 35 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 and 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 28 February 2023, UOBAM manages 58 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 222 awards in Singapore. These awards recognise UOBAM's investment performance across different markets and sectors.

As at 28 February 2023, UOBAM and its subsidiaries in the region have a staff strength of over 500 including about 40 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 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.

Peh Kian Heng, Director

Mr Peh 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.

Edmund Leong Kok Mun, Director

Mr Leong is the Managing Director, Head of Group Investment Banking of United Overseas Bank Limited (UOB) and oversees businesses spanning capital markets, mergers and acquisitions, leveraged finance, project finance and mezzanine capital.

He has more than 22 years of origination and execution experience specializing in capital markets and leveraged finance as well as advisory services across Asia. Prior to joining UOB in 2015, he led the debt capital markets team at the investment banking arm of an international financial group. He also held senior roles specializing in capital markets at several international banks.

Mr Leong graduated from the University of Cambridge, United Kingdom (UK) with a Master of Philosophy in Management Studies and the University of Wales, Cardiff, UK with a Bachelor of Science in Accounting (First Class Honours). He is a Chartered Financial Analyst charterholder.

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 the firm'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. MANAGEMENT OF THE INDIA PORTFOLIO OF UNITED CHINA-INDIA DYNAMIC GROWTH FUND (BEFORE 31 JULY 2023)

3.1 Management of the Underlying Fund

All or substantially all the assets of the India portfolio of the United China-India Dynamic Growth Fund will be invested in shares of UTI India Dynamic Equity Fund (the "**Underlying Fund**"), a sub-fund of UTI Goldfinch Funds PLC (the "**Underlying Umbrella**").

The Underlying Umbrella is an open-ended investment company with variable capital incorporated in Ireland and authorised as a UCITS and regulated by the Central Bank of Ireland.

The Underlying Umbrella functions as an "umbrella fund" under which sub-funds, including the Underlying Fund, are created and operated. The Underlying Umbrella is domiciled in Ireland.

The Underlying Fund is recognised in Singapore by the Authority under the SFA.

Management company

The Underlying Umbrella has appointed KBA Consulting Management Limited ("**KBACML**") as its management company pursuant to the Management Agreement made between the Underlying Umbrella and KBACML dated 26 November 2021, as may be amended from time to time (the "**Management**

Agreement”). KBACML is a limited company incorporated under Irish law on 4 December 2006, having its registered office at 5 George’s Dock, IFSC, Dublin 1, Ireland. It is authorised by the Central Bank of Ireland to act as a UCITS management company and has been managing collective investment schemes and discretionary funds in Ireland for 15 years. Under the terms of the Management Agreement, KBACML is appointed to carry out the investment management, distribution and administration services in respect of the Underlying Umbrella and must perform its duties in good faith and in a commercially reasonable manner using a degree of skill, care and attention reasonably expected of a professional manager and in the best interests of the shareholders of the Underlying Umbrella.

Investment manager

KBACML has appointed UTIIS as the investment manager of the Underlying Umbrella. UTIIS, whose registered office is at 3 Raffles Place, #08-02 Bharat Building, Singapore 048617, is domiciled in Singapore. It was incorporated in Singapore in 2006 and holds a capital markets services licence to carry on business in fund management issued by the Authority. It has been managing and advising collective investment schemes and discretionary funds in Singapore since 2008 and as of 31 January 2023, it manages about SGD 3.75 billion in clients’ assets.

UTIIS is responsible, subject to the overall supervision and control of the directors of the Underlying Umbrella, for managing the assets and investments of the Underlying Fund in accordance with the investment objective and policies of the Underlying Fund.

Investment adviser

UTIIS has appointed UTI AMC as an investment adviser to provide non-discretionary investment advice to the Underlying Umbrella. UTI AMC is one of the oldest asset management companies in India and as of 31 January 2023 has assets under management of SGD 242.991 billion. UTI AMC’s investment philosophy is to deliver consistent and stable risk adjusted returns in the medium to long term, as compared to the broad market, and believes in having a balanced and well-diversified portfolio for all the funds and a rigorous in-house, research-based approach to all its investments.

The past performance of KBACML, UTIIS and UTI AMC is not necessarily indicative of their future performance.

4. THE TRUSTEE, CUSTODIAN AND ADMINISTRATOR

4.1 The Trustee

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

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

4.2 The custodian

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

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

SSBT provides custodian services in over 100 markets by utilising its local market custody operations and through its network of sub-custodian banks. SSBT will appoint sub-custodians in those markets where the Fund invests where SSBT does not itself act as the local custodian. SSBT has processes for the initial selection, and ongoing monitoring, of its sub-custodians, each of which is chosen based

upon a range of factors, including securities processing and local market expertise, and must satisfy specific operating requirements in terms of structure, communications, asset servicing and reporting capabilities. All sub-custodians appointed by SSBT must be licensed and regulated under applicable law to provide custodian and related asset administration services, and carry out relevant related or ancillary financial activities, in the relevant market jurisdiction. SSBT will typically seek to select local branches or affiliates of major global financial institutions that provide sub-custodian services in multiple markets, although unique market service requirements may result in the selection of an entity as sub-custodian that is more local in scope.

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

See [paragraph 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 and the discretion to determine

whether distributions will be paid out or reinvested. Distributions may be made out of income, net capital gains, and/or (if income or net capital gains is insufficient) out of capital. The declaration 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 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

- (a) The authorised investments of each Sub-Fund (“**Authorised Investments**”) are as follows:
- (i) any Quoted Investment which is selected by us for the purpose of investment of the Deposited Property of that Sub-Fund;
 - (ii) 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;
 - (iii) any Unquoted Investment which is selected by us for the purpose of investment of the Deposited Property of that Sub-Fund;
 - (iv) 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;
 - (v) 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;
 - (vi) any Investment denominated in any currency;
 - (vii) any Investment which is a future, option, forward, swap, collar, floor or other derivative; and
 - (viii) any Investment which is not covered by sub-paragraphs (i) to (vii) above, as selected by us and approved by the Trustee.

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 paragraphs 6.5 and 8.1(d) of this Prospectus, and the relevant Appendix of each Sub-Fund.

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. 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) 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 public exchanges or over-the-counter 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.

6.6 Risk management procedures relating to the use of FDIs in respect of the Underlying Fund (before 31 July 2023)

See paragraphs 2.3 (d) and (e) of Appendix 2.

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 will be borne by us and not by the Sub-Funds).

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 that 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.

Before 31 July 2023: You should also be aware that investments of the Underlying Fund may also be subject to the risks disclosed in the prospectus of the Underlying Fund and summarised in Appendix 3.

(a) Market risk

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

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

(b) Foreign exchange and currency risk

General

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

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

In our management of each Sub-Fund, we may hedge the foreign currency exposure of the Sub-Fund or any Class of the Sub-Fund and may adopt an active 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

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.

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) Political, regulatory and legal risk

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

(d) 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 in the case of United China-India Dynamic Growth Fund, 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) Liquidity risk of investments

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

(j) 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.

(k) 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 Risks specific to certain Sub-Funds

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

(a) 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 a Sub-Fund in debt securities may lead to greater volatility in the value of Units of that Sub-Fund.

(b) Liquidity risk due to portfolio size

There may be some liquidity risk in the fixed income markets owing to the portfolio size of the relevant Sub-Fund relative to the size of the markets. Liquidity may restrict the ease with which securities in such markets may be bought or sold.

(c) 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.

(d) Risk associated with lower-rated debt securities

The lower credit ratings of certain debt securities reflect the greater possibility that adverse changes in the financial condition of the issuer of such debt securities, or rising interest rates, may impair the ability of the issuer to make payments to holders of the debt securities.

If a Sub-Fund continues to hold debt securities that are downgraded below investment grade following their purchase by the Sub-Fund (subject to the Sub-Fund's investment objective, focus and approach), the Sub-Fund will have exposure to securities which are potentially subject to greater market and credit risks than higher rated securities.

(e) 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.

(f) Single country, sector and regional risk

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

(g) Small and medium capitalisation companies risk

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

(h) Repatriation risk

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

(i) Regulatory risk

Investments in emerging markets such as China and India are also 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 in a particular company, sector or country by non-residents (individually or collectively) has been reached.

(j) Taxation risk

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

(k) Political risk

Investments in emerging markets such as China and India 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 economies of the relevant countries and thus the value of investments in those countries. There is also the risk that nationalisation or other similar action could lead to confiscation of assets under which shareholders in those companies would get little or no compensation.

China and India are heavily dependent on international trade and accordingly, may be adversely affected by trade barriers, or other protectionist measures and international economic developments generally.

(l) Stock Connects risks

The Stock Connects are subject to the laws and regulations issued from time to time by the regulators / stock exchanges in China 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 stock exchanges in China and Hong Kong through the programme will be adversely affected.

(m) Risks relating to distributions

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

(n) Risks associated with the use of the AIML model (from 31 July 2023)

- (i) *Model assumptions and limitations:* Quantitative investment models are built upon various assumptions and incorporate historical data. These assumptions may not hold true in the future, and changes in market conditions can render the model ineffective. Models may have limitations in accurately predicting complex market dynamics, unexpected events, or outlier scenarios, leading to potential inaccuracies in investment decisions.
- (ii) *Data quality and reliability:* Quantitative models rely heavily on historical data to identify patterns, correlations, and trends. However, the accuracy and reliability of the data used can impact the model's performance. Incomplete or inaccurate data, data manipulation or biases, and data gaps can affect the model's predictive capabilities, potentially leading to flawed investment decisions.
- (iii) *Model calibration and parameter sensitivity:* Quantitative models require regular calibration to ensure they remain aligned with changing market conditions. Failure to update model parameters in a timely and accurate manner can lead to suboptimal investment decisions. Models can be sensitive to changes in input parameters, and slight variations in assumptions or calibration can significantly impact the model's outputs and investment recommendations.
- (iv) *Market volatility and unforeseen events:* Quantitative models may struggle to anticipate and respond to unexpected market events or periods of high volatility, such as financial crises, geopolitical unrest, or natural disasters. Extreme market conditions can disrupt historical

patterns, rendering models less effective, and potentially leading to substantial losses if the models fail to adapt to new market realities.

- (v) *Execution and operational risks*: Implementing a quantitative investment model involves technical complexities and operational considerations. Errors in model implementation, programming bugs, or system failures can have adverse consequences on investment outcomes. The reliance on automated trading or execution systems may introduce additional risks, including connectivity issues, latency, or algorithmic errors, which can lead to unintended consequences.

9. SUBSCRIPTION OF UNITS

9.1 How to subscribe and pay for Units

<p>How to subscribe for Units:</p>	<p>You may apply for Units through the following channels:</p> <ul style="list-style-type: none"> • authorised agents and distributors • ATMs (as and when available) • designated websites • other sales channels made available by us <p>You should include all required documents and subscription monies in full with your application, failing which your application may be rejected.</p>
<p>How to pay for Units:</p>	<ul style="list-style-type: none"> • By cheque in favour of the payee set out in the relevant application form. • By telegraphic transfer to the account set out in the relevant application form or as may be prescribed by us. All bank charges will be borne by you. • <u>SRS monies (only available for Sub-Funds or Classes denominated in SGD)</u>: You should check with your SRS operator bank if you can invest in the relevant Sub-Fund or Class using SRS monies. You must indicate that you are using SRS monies in the relevant application form, which also contains your instructions to your SRS operator bank to withdraw the relevant subscription monies from your SRS account.

Other salient terms:	<ul style="list-style-type: none"> • We may, acting in consultation with the Trustee and in the best interests of the relevant Sub-Fund, accept or reject any application for Units at our absolute discretion. • Generally, Units will not be issued until the Trustee receives the relevant subscription monies in cleared funds in the relevant currency, although we may at our discretion issue Units before the Trustee receives full payment in cleared funds or, if required, conversion to the relevant currency. • We and our authorised agents and distributors may request for such information or documents as may be necessary to verify your identity or to comply with any applicable laws, regulations or guidelines (including anti-money laundering laws). • 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 uobam.com.sg for further disclosures in this regard.
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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> <p>(a) calculating the NAV as at the Valuation Point in relation to the Dealing Day on which such issue occurs of the proportion of the Deposited Property of the relevant Sub-Fund or the relevant Class represented by one Unit; and</p> <p>(b) truncating the resultant amount to 3 decimal places.</p> <p>We may use another method of determination or adjustment or number of decimal places with the approval of the Trustee.</p> <p>Any adjustments shall be retained by the relevant Sub-Fund.</p> <p>For United High Grade Corporate Bond Fund (effective 30 December 2022): We may apply Swing Pricing which, if applied, will impact the issue price of Units. See paragraph 20.5 of this Prospectus for further details.</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:	<ul style="list-style-type: none"> • <u>For Class A SGD Acc of United High Grade Corporate Bond Fund and Class A SGD Acc of United China-India Dynamic Growth Fund:</u> We accept cash and SRS subscriptions in SGD. The issue price will be calculated and quoted in SGD. We also accept cash subscriptions in USD. The issue price that is quoted will be a conversion of the SGD issue price to its equivalent in USD at the Rate of Exchange (“USD Reference Price”). Your Units will be issued at the SGD issue price if you subscribe in SGD and at the USD Reference Price if you subscribe in USD. Any currency exchange cost to convert a foreign currency subscription to the Sub-Fund currency or Class currency will be borne by you. • <u>For all other Classes:</u> We will generally only accept payment in the relevant Class currency, and we will quote the issue price in the relevant Class currency. <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 Class currency is at our discretion and subject to such additional terms as we may impose from time to time.</p>

Confirmation of purchase:	A confirmation of your purchase will be sent to you within 5 Business Days for cash applications, and 11 Business Days for SRS applications, from the date of issue of Units.
Other salient terms:	<ul style="list-style-type: none"> You shall bear any costs incurred (including currency exchange costs) if you pay for your Units in a currency other than the relevant Sub-Fund currency or Class currency. We may, in consultation with the Trustee, make fixed price offers of Units from time to time in accordance with the provisions of the Deed. No certificates for Units will be issued. Subject to the prior approval of the Trustee, we may change the method of determining the issue price and the Trustee shall determine if the affected Holders should be informed of such change.

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 days². However, you will take the risk of any change in the price of your Units since the date of your subscription and pay any bank charges, administrative or other fees imposed by the relevant authorised agent or distributor.

Instead of cancelling your subscription, you may choose to realise your Units in accordance with [paragraph 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.

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

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

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.

Salient terms relating to RSPs:

Minimum holding to invest in a RSP:	The minimum holding as set out in the Appendix for the relevant Sub-Fund.
Minimum investment sum:	S\$100 monthly or S\$500 quarterly.
Method of payment:	<ul style="list-style-type: none"> • <u>Cash</u>: You must complete an Interbank GIRO form authorising periodic RSP payments and submit it together with the relevant application form as required by the authorised agent or distributor. • <u>SRS monies</u>: You must submit the relevant application form as required by the authorised agent or distributor. Before investing, you should check with your SRS operator bank on whether a RSP using SRS monies is available.
When payment is debited:	<p>Payment will be debited from the relevant account on:</p> <ul style="list-style-type: none"> • <u>for monthly RSP subscriptions</u>: the 25th calendar day of each month; • <u>for quarterly RSP subscriptions</u>: the 25th calendar day of the last month of each calendar quarter. <p>If the 25th calendar day is not a Business Day, payment will be debited on the next Business Day.</p>
Allotment of Units:	Your investment will be made on the same Business Day (or the next Dealing Day if that day is not a Dealing Day) after payment has been debited, with the allotment of Units made normally within 2 Business Days after the debit.

Unsuccessful debits:	<p>If a debit is unsuccessful, no investment will be made for that month or quarter (as the case may be).</p> <p>After 2 consecutive unsuccessful debits, the RSP will be terminated.</p> <p>You will not be notified of any unsuccessful debit or termination.</p>
Termination of RSP by you:	You may terminate your participation in any RSP without penalty by giving 30 days' prior written notice to the authorised agent or distributor from whom you applied for the RSP.

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

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

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"> • authorised agents and distributors through whom your Units were originally purchased • ATMs (as and when available) • designated websites • other channels made available by us
Minimum realisation amount:	<p>500 Units per request.</p> <p>You may not realise part of your holding of Units if, as a result of the realisation, your holding would be less than the minimum holding set out in the Appendix of the relevant Sub-Fund.</p>
Dealing Deadline:	<p>3 p.m. Singapore time on any Dealing Day.</p> <p>For requests received and accepted by us or our authorised agents or distributors by the Dealing Deadline of a Dealing Day, Units will be realised at the realisation price applicable to that Dealing Day.</p> <p>For requests received and accepted after the Dealing Deadline or on a day that is not a Dealing Day, Units will be realised at the realisation price applicable to the next Dealing Day.</p>
Pricing basis:	Units are realised on a forward pricing basis.

Realisation price:	<p>The realisation price per Unit shall be ascertained by:</p> <p>(a) calculating the NAV as at the Valuation Point in relation to the Dealing Day on which the realisation request is received and accepted of the proportion of the Deposited Property of the relevant Sub-Fund or Class represented by one Unit; and</p> <p>(b) truncating the resultant amount to 3 decimal places.</p> <p>We may use another method of determination or adjustment or number of decimal places with the approval of the Trustee.</p> <p>Any adjustments shall be retained by the relevant Sub-Fund.</p> <p>For United High Grade Corporate Bond Fund (effective 30 December 2022): We may apply Swing Pricing which, if applied, will impact the realisation price of Units. See <u>paragraph 20.5</u> of this Prospectus for further details.</p>
Deduction of Realisation Fee:	<p>A Realisation Fee may be deducted from the Gross Realisation Proceeds, and the Net Realisation Proceeds will be paid to you.</p>
Conversion of realisation price:	<p>We may convert the realisation price to any foreign currency at the applicable rate of exchange determined by us. The cost of the currency exchange, if any, will be borne by you.</p> <p><u>For Class A SGD Acc of United High Grade Corporate Bond Fund and Class A SGD Acc of United China-India Dynamic Growth Fund:</u></p> <p>Currently, we permit realisations in SGD and USD, and we will quote the realisation price in SGD and (where applicable) its equivalent in USD at the Rate of Exchange.</p> <p><u>For all other Classes:</u></p> <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"> • You will bear all bank charges incurred for any telegraphic transfer of realisation proceeds to your designated bank account. • If you are resident outside Singapore, we will deduct from your Gross Realisation Proceeds any expenses actually incurred by us over the amount of expenses which we would have incurred if you had been resident in Singapore. • If we receive and accept a realisation request for Units before the Trustee receives your subscription monies for such Units, we may refuse to realise such Units until the next Dealing Day after the Dealing Day on which your subscription monies for such Units are received by the Trustee. • Subject to the prior approval of the Trustee, we may change the method of determining the realisation price and the Trustee shall determine if the affected Holders should be informed of such change.
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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 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 of the relevant Sub-Fund or Class 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 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 “ new units ”) by giving us or our authorised agents or distributors a switching request in the prescribed form.
When switches are made:	<p>Switches will only be made on a day (“Common Dealing Day”) which is both a Dealing Day for your Units and a dealing day for the new units.</p> <p>For requests received and accepted by us or our authorised agents or distributors by the Dealing Deadline of a Common Dealing Day, Units will be switched on that Common Dealing Day.</p> <p>For requests received and accepted after the Dealing Deadline or on a day that is not a Common Dealing Day, Units will be switched on the next Common Dealing Day.</p>
How switches are carried out:	<p>A switch of Units will be effected as follows:</p> <p>(a) your Units will be realised at the realisation price calculated under <u>paragraph 11</u>;</p> <p>(b) the net realisation proceeds shall then be used (after deducting any Switching Fee payable) to subscribe for new units at the prevailing issue price of such new units. For the purposes of the switch, we may waive in whole or in part the subscription fee for the new units and/or the Realisation Fee (if any).</p>
Other salient terms:	<ul style="list-style-type: none">• Switches will be at our discretion.• You may switch into Class B Units and Class Z Units of a Sub-Fund only with our prior written approval.• You may withdraw a switching request only with our consent.• Switching is subject to the terms of the Deed and the constitutive documents of the Group Fund, including the provisions relating to the issue and realisation of Units.• Switches will not be allowed if it results in you holding Units below any applicable minimum holding.• 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.

	<ul style="list-style-type: none"> • 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. • 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.
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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 SGD and USD (where applicable). Prices may be published in local or foreign publications such as The Straits Times and The Business Times, and on our website at uobam.com.sg or any other website designated by us. Publication frequency depends on the policies of the relevant publisher.

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

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 any Authorised Investments forming part of the Deposited Property of such Sub-Fund for the time being are listed or dealt in is closed (otherwise than for public holidays) or during which dealings are 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 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);
- (d) 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 cannot, in the Trustee's and our opinion, be carried out at normal rates of exchange;
- (e) any period whereby, subject to the approval of the Trustee, dealing of Units has to be suspended to effect the subdivision or consolidation of Units;
- (f) any period when the dealing of Units is suspended pursuant to any order or direction of the Authority;

- (g) 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);
- (h) any period when the Trustee's or our 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;
- (i) in respect of a Sub-Fund which is a feeder fund or a fund of funds, any period when dealings in any underlying entity in which it is invested are suspended;
- (j) exceptional circumstances, where we have determined that such suspension is in the best interest of the Holders; or
- (k) such other circumstances as may be required under the provisions of the Code.

14.2 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.

14.3 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 of each Sub-Fund 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

16.1 Managers' soft dollar disclosures

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

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

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

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

16.2 Soft dollar disclosures of the investment manager of the Underlying Fund (before 31 July 2023)

UTIIS, their delegates or connected persons of UTIIS or the investment advisor to UTIIS may not retain cash or other rebates but may receive, and are entitled to retain research products and services (known as soft dollar benefits) from brokers and other persons through whom investment transactions are carried out which are of demonstrable benefit to the shareholders of the Underlying Umbrella (as may be permitted under applicable rules and regulations), where such arrangements are made on best execution terms and brokerage rates are not in excess of customary institutional full service brokerage rates, and the services provided must be of a type which assist in the provision of investment services to the Underlying Fund and/or Underlying Umbrella.

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 1967) (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 1970, finance companies licensed under the Finance Companies Act 1967, merchant banks approved as financial institutions under Section 28 of the Monetary Authority of Singapore Act 1970 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.

17.3 Conflicts of interest disclosures in respect of the Underlying Fund (before 31 July 2023)

The directors of the Underlying Umbrella, KBACML, UTIIS, the administrator, registrar and transfer agent, depositary, index provider, authorised participant or market maker and any distributor of the Underlying Umbrella, and their respective affiliates, officers, directors and shareholders, employees and agents (collectively the "**Parties**") are or may be involved in other financial, investment and professional activities which may on occasion cause a conflict of interest with the management of the Underlying Umbrella and/or their respective roles with respect to the Underlying Umbrella. These activities may include managing or advising other funds, purchases and sales of securities, banking and investment management services, brokerage services, valuation of unlisted securities (in circumstances in which fees payable to the entity valuing such securities may increase as the value of assets increases) and serving as directors, officers, advisers or agents of other funds or companies, including funds or companies in which the Underlying Fund may invest. The directors of the Underlying Fund acknowledge that, by virtue of the functions which the Parties carry on in connection with the Underlying Umbrella, potential conflicts of interest are likely to arise. The directors of the Underlying Umbrella expect that each Party and its affiliate will use reasonable endeavours to seek to resolve any such conflicts of interest fairly (having regard to its respective obligations and duties) and where such conflicts cannot be resolved to disclose it fully to shareholders of the Underlying Umbrella. In particular, UTIIS may be involved in advising or managing other investment funds in which the Underlying Fund may invest or which have similar or overlapping investment objectives to or with the Underlying Fund.

UTIIS will use its best efforts in connection with the purposes and objectives of the Underlying Umbrella and will devote so much of its time and effort to the affairs of the Underlying Umbrella as may, in its judgment, be necessary to accomplish the purposes of the Underlying Umbrella.

In addition, principals and employees of UTIIS may, directly or through investments in other investment funds, have interests in the securities in which the Underlying Umbrella invests as well as interests in investments in which the Underlying Umbrella does not invest. As a result of the foregoing, UTIIS (and its officers, directors, employees and affiliates) may have conflicts of interest in allocating their time and activity between the Underlying Umbrella and other entities, in allocating investments among the Underlying Umbrella and other entities and in effecting transactions for the Underlying Umbrella and other entities, including ones in which UTIIS (and its officers, directors, employees and affiliates) may have a greater financial interest.

UTIIS (and its directors, officers, employees and affiliates) may give advice or take action with respect to such other clients that differs from the advice given with respect to the Underlying Umbrella. To the extent a particular investment is suitable for both the Underlying Umbrella and other clients, such investments will be allocated between the Underlying Umbrella or the other clients proportionately based on assets under management or in some other manner which UTIIS determines is fair and equitable under the circumstances to all clients, including the Underlying Umbrella. From the standpoint of the Underlying Umbrella, simultaneous identical portfolio transactions for the Underlying Umbrella or other clients may tend to decrease the prices received, and increase the prices required to be paid, by the Underlying Umbrella for its portfolio sales and purchases. Where less than the maximum desired number of shares of a particular security to be purchased are available at a favourable price, the shares purchased will be allocated among the Underlying Umbrella and the other clients in an equitable manner as determined by UTIIS.

Each of the Parties will use its reasonable endeavours to ensure that the performance of their respective duties will not be impaired by any such involvement they may have and that any conflicts which may arise will be resolved fairly. In relation to co-investment opportunities which arise between the Underlying Umbrella and other clients of UTIIS, UTIIS will ensure that the Underlying Umbrella participate fairly in such investment opportunities and that these are fairly allocated.

There is no prohibition on transactions with the Underlying Umbrella by UTIIS and the Underlying Umbrella's distributor, KBACML, administrator, depositary or entities related to each of UTIIS and the Underlying Umbrella's distributor, KBACML, administrator or the depositary with respect to the Underlying Fund including, without limitation, holding, disposing or otherwise dealing with shares issued by or property of the Underlying Umbrella and none of them shall have any obligation to account to the Underlying Umbrella for any profits or benefits made by or derived from or in connection with any such transaction provided that such transactions are consistent with the best interests of shareholders of the Underlying Umbrella and dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis.

Transactions permitted are subject to:

- (a) certified valuation by a person approved by the depositary of the Underlying Umbrella (or KBACML in the case of a transaction with the depositary of the Underlying Umbrella) as independent and competent;
- (b) executed on best terms on an organised investment exchange under its rules; or
- (c) where the conditions set out in sub-paragraphs (a) and (b) above are not practical, the depositary of the Underlying Umbrella is satisfied that the relevant transaction is conducted at arm's length and is in the best interests of the shareholders of the Underlying Umbrella or in the case of a transaction involving the depositary of the Underlying Umbrella, KBACML is satisfied that the transaction is at arm's length and in the best interests of shareholders of the Underlying Umbrella.

The depositary of the Underlying Umbrella (or KBACML in the case of transactions involving the depositary of the Underlying Umbrella) must document how it has complied with the provisions of the foregoing paragraph. Where transactions are conducted in accordance with sub-paragraph (c) above, the depositary of the Underlying Umbrella (or KBACML in the case of transactions involving

the depositary of the Underlying Umbrella) must document their rationale for being satisfied that the transaction conformed to the principles outlined above.

Investors in the Underlying Fund may also be counterparties with whom the Underlying Umbrella, in respect of the Underlying Fund, may enter into OTC swap contracts.

UTIIS or an associated company of UTIIS may invest in shares so that the Underlying Fund, or class in the Underlying Fund, may have a viable minimum size or is able to operate more efficiently. In such circumstances, UTIIS or its associated company may hold a high proportion of the shares of the Underlying Fund, or class in the Underlying Fund, in issue.

In the event that a conflict of interest does arise, the Underlying Umbrella will endeavour, so far as is reasonably possible, to ensure it is resolved fairly.

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

20. OTHER MATERIAL INFORMATION

20.1 Market timing

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

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

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

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 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, etc.

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.

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.

Before 31 July 2023:

In the event KBACML becomes insolvent, the Underlying Umbrella will be converted into a self-managed UCITS under Irish law until such time the directors of the Underlying Umbrella appoint a new manager subject to the approval of the Central Bank of Ireland.

In the event UTIIS becomes insolvent, the investment management function will be undertaken by KBACML until such time KBACML appoints a new investment manager subject to the approval of the Central Bank of Ireland, or the Underlying Fund may be terminated in accordance with the provisions of the constitution documents of the Underlying Umbrella.

In the event UTI AMC becomes insolvent, UTIIS may appoint a new investment advisor in consultation of the directors of the Underlying Umbrella and with the written approval of KBACML.

20.5 Swing Pricing for United High Grade Corporate Bond Fund (effective 30 December 2022)

The Sub-Fund is priced on a NAV (single pricing) basis and the NAV of the Sub-Fund may fall when it experiences large volumes of realisations or subscriptions because of significant transaction costs³

³ For example, brokerage commissions, custody transaction costs, stamp duties and sales taxes.

incurred in the purchase and sale of the Sub-Fund's underlying investments. This effect is known as "dilution".

Swing pricing

To protect the interest of investors, we shall, in consultation with the Trustee, have the discretion to apply a technique known as "dilution adjustment" or "swing pricing" ("**Swing Pricing**") in certain circumstances which we deem appropriate. Swing Pricing involves making upward or downward adjustments in the calculation of the NAV per Unit of the Sub-Fund or Class on a particular Dealing Day, so that such transaction costs are, as far as practicable, passed on to the investors who are subscribing, realising, switching and/or exchanging Units on that Dealing Day.

The need to apply Swing Pricing will depend upon various factors, including but not limited to:

- (a) the amount of subscriptions and/or realisations (including switches and/or exchanges) of Units on that Dealing Day;
- (b) the impact of any transaction costs incurred in the purchase and/or sale of underlying investments of the Sub-Fund;
- (c) the spread between the buying and selling prices of underlying investments of the Sub-Fund; and
- (d) market conditions such as financial turmoil,

provided that, any adjustments made by us shall be on a fair and equitable basis and with a view to protecting the interests of investors.

Typically, the NAV per Unit is adjusted if the net subscription or realisation (including switches and/or exchanges) on a particular Dealing Day reaches or exceeds a certain percentage (the "**Swing Threshold**") of the size of the Sub-Fund on such Dealing Day. The NAV of each Unit will swing upwards for a net subscription, and downwards for a net realisation. We will apply the same percentage of adjustment to the NAVs of all Classes within the Sub-Fund.

In the usual course of business, to minimise the impact to the variability of the returns of the Sub-Fund, the application of Swing Pricing will be triggered mechanically and on a consistent basis and applied only when the net subscription or realisation for the Sub-Fund reaches or exceeds the Swing Threshold.

The Swing Threshold will be set with the objective of protecting investors' interest while minimising impact to the variability of the Sub-Fund's return by ensuring that the NAV per Unit is not adjusted where the dilution impact on the Sub-Fund is, in our opinion, not significant, and may be varied by us in our discretion.

Please note that applying Swing Pricing when the Swing Threshold is reached or exceeded only reduces the effect of dilution and does not eliminate it entirely. Where the net subscription or realisation for the Sub-Fund is below the Swing Threshold, no Swing Pricing will be applied and your investment in the Sub-Fund may be diluted.

The Swing Pricing policy (including the Swing Threshold) for the Sub-Fund will be subject to regular review and may change from time to time. Accordingly, our decision to apply Swing Pricing and the level of adjustment made to the NAV per Unit of a relevant Class in particular circumstances may not result in the same decision in similar circumstances arising in the future.

Maximum adjustment

The amount of adjustment at any future point in time may vary depending on (inter alia) market conditions, but will not, under normal circumstances, exceed 2% (the "**Maximum Adjustment**") of the NAV per Unit of the relevant Class on a Dealing Day. We reserve the right to apply an adjustment of an amount not exceeding the Maximum Adjustment on a Dealing Day where we deem appropriate and have the discretion to vary the amount of adjustment up to the Maximum Adjustment, in consultation with the Trustee, from time to time without giving notice to the relevant investors.

Subject to the Deed and applicable laws and regulations, we may, in exceptional circumstances (including but not limited to volatile market conditions, market turmoil, illiquidity in the market, extraordinary market circumstances or significant unexpected changes in general market conditions) and in consultation with the Trustee, temporarily apply an adjustment beyond the Maximum Adjustment on a Dealing Day if, in our opinion, it is in the best interest of investors to do so. In such cases, if required by the Authority and/or the Trustee, we shall give notice to affected investors as soon as practicable in such manner as we and Trustee may agree.

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 after consultation with the Trustee determine). 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 after consultation with the Trustee determine);
- (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; (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 after consultation with the Trustee shall from time to time 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, in the opinion of the Managers, is not representative of the value of such Authorised Investment, then the value shall be such value as the Managers may with due care and in good faith consider in the circumstance to be fair 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 an approved 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.

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 registered or bearer form, be paid or transferred 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 custodian (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 from 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.
- (b) 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 pursuant to paragraph 21.3(a) above;
 - (vi) any company operating a depository or recognised clearing system in respect of the Authorised Investments involved; or
 - (vii) any broker, financial institution or other person (or in each case, its nominee) 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.
- (c) Notwithstanding anything contained in the Deed:
- (i) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any depository or clearing system with

which Authorised Investments may be deposited or any broker, financial institution or other person (or in each case its nominee) with whom Authorised Investments are deposited in order to satisfy any margin requirement (each, a “Depository”), except where (i) the Trustee is responsible for procuring the Depository and the Trustee has failed to exercise reasonable skill and care in the procurement of such Depository in respect of the Authorised Investments involved, or (ii) the Trustee is in wilful default;

- (ii) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee except where (i) the Trustee has failed to exercise reasonable skill and care in the selection, appointment and monitoring of such appointee (having regard to the market in which the relevant appointee is located), or (ii) the Trustee is in wilful default; and
- (iii) the Trustee shall not incur any liability in respect of or be responsible for losses through the insolvency of or any act or omission of any sub-custodian not appointed by it, except where the Trustee has failed to exercise reasonable skill and care in the procurement of such sub-custodian. For the avoidance of doubt, the Trustee shall not incur any liability or suffer any responsibility as aforesaid by approving or consenting to the appointment of any such sub-custodian which it had neither procured nor recommended for appointment.

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 not less than one month’s notice to the other given so as to expire at the end of the Accounting Period⁴ current at the end of the 5th year after the date of the Deed or any year thereafter.
 - (ii) Either the Managers or the Trustee may in their absolute discretion terminate a Sub-Fund by not less than one month’s notice to the other given so as to expire at the end of the Accounting Period current at the end of the 5th year after the commencement date of the Sub-Fund as specified in the Deed or any year thereafter.
- (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; or
 - (2) within the period of 2 months after the date on which the Trustee gave notice in writing to the Managers that it wishes to retire pursuant to Clause 37.2 of the Deed, a new trustee has not been appointed in accordance with that Clause; or

⁴ “**Accounting Period**” means the period ending on and including an Accounting Date (which means, subject to the terms of the Deed, 31 December of each year) and commencing (in the case of the first Accounting Period) from the end of the initial offer period or (in the case of subsequent Accounting Periods) from the end of the preceding Accounting Period (as the case may be).

- (3) new managers have not been appointed in accordance with Clause 36.3 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 36.1 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 36.3 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; or
 - (2) if the Authority revokes or withdraws the authorisation of that Sub-Fund under Section 288 of the SFA.

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; or
 - (2) if the Trustee is no longer an approved trustee pursuant to Clause 37.3 of the Deed and a new trustee 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 impracticable or inadvisable to continue the Fund in the interest of the Holders.

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; or
 - (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; or

- (3) if in the reasonable opinion of the Managers, with the Trustee's prior approval it becomes impracticable or inadvisable to continue the relevant Sub-Fund in the interest of the Holders of that Sub-Fund.

Subject to paragraph 21.5(d)(ii)(3), 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 thereof to the relevant Holders in the manner herein provided and by such notice fix the date at which such termination is to take effect which date shall not be less than one month or such other period as may be determined by the Managers with the Trustee's approval after the service of such notice.
- (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 one month's notice to the other. If the Class is to be terminated under this paragraph 21.6, the Managers or the Trustee (as the case may be) shall give notice thereof in writing to the Holders of that Class not less than one month in advance of such termination.
- (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) on any date if on such date the value of the Deposited Property of the Class is less than S\$3,000,000; or
 - (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 impracticable or inadvisable to continue that Class in the interest of the Holders of 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 one month after the service of such notice (or such earlier date as may be necessary to comply with any law).
- (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 HIGH GRADE CORPORATE BOND FUND

This Appendix sets out the details of United High Grade Corporate Bond 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 SGD Dist
- Class A SGD Dist (Hedged)
- Class B SGD Acc
- Class B SGD Acc (Hedged)
- Class B SGD Dist
- Class B SGD Dist (Hedged)
- Class Z SGD Acc (Hedged)
- Class Z SGD Dist (Hedged)
- Class Z USD Acc
- Class Z USD Dist

1.3 Units of the Sub-Fund are Excluded Investment Products.

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

2.1 Investment objective

The investment objective of the Sub-Fund is to maximise returns over the long term through investments in a portfolio which consists mainly of investment grade corporate bonds issued globally.

2.2 Investment focus and approach

We aim to create a portfolio which consists mainly of investment grade bonds, fixed income securities, debt securities, fixed and floating rate securities and other similar instruments (collectively referred to as “**bonds**” in this [paragraph 2](#)), denominated in any currency and issued by corporations anywhere in the world. We may also invest in bonds issued by governments, government agencies and supra-nationals worldwide.

A bond is considered investment grade (or “**IG**”) if it is rated BBB- or higher by Standard & Poor’s or BBB- or higher by Fitch Ratings, or Baa3 or higher by Moody’s Investors Services. We may also consider equivalent ratings issued by other reputable credit rating agencies as determined by us, or conduct our own credit assessments to verify the ratings issued by the relevant credit rating agencies. In the event of a difference between the ratings issued by the different credit rating agencies, the lowest rating will be used to classify a bond. For split-rated bonds, we will only invest in bonds that are rated IG by at least two credit rating agencies. For bonds that are unrated by any credit rating agency, we will only invest in bonds with internal credit rating of BBB- and above. Generally, IG bonds are judged by the relevant credit rating agency as likely enough to meet payment obligations that banks are allowed to invest in them. Bonds that are not rated as IG bonds are known as high yield bonds or “junk” bonds.

For the purpose of the Sub-Fund, if a bond is downgraded below IG by any one or more of the major reputable credit rating agencies after the initial investment by the Sub-Fund, the Sub-Fund may continue to hold that bond if it is still rated IG by at least two rating agencies, but may not make additional investments in that bond. If there are less than two IG ratings after the downgrade, we will use our best endeavours to dispose the downgraded bond within 90 days.

The Sub-Fund may also hold part of its assets in liquid investments or cash for liquidity purposes.

We take an active approach to fund management. Through disciplined research and investment processes, we will seek to optimise portfolio performance by focusing on and investing in selected sectors and individual credits that have the potential to outperform while maintaining adequate portfolio diversification.

The research process consists of a team of analysts who specialise in company fundamental analysis and valuation. The research process enables the team of analysts to identify the best investments on a risk-adjusted basis in their respective sectors subject to the applicable investment guidelines and restrictions.

The investment process is driven by our assessment of the macro and technical factors which are important to the performance of the Sub-Fund. We may choose to increase exposure to selected sectors that have the potential to outperform and reduce exposure to sectors that may underperform.

This top-down approach is supplemented by bottom-up analysis to arrive at the final investment decision. The Sub-Fund's portfolio will be reviewed regularly so as to enable a switch out of overvalued securities or sectors to undervalued securities or sectors.

We maintain a continuous review of our processes and models in line with market developments. The portfolio management process emphasises teamwork. In addition, compliance and performance attribution are strongly emphasised and overseen by our independent units.

We may use or invest in FDIs for hedging existing positions and/or efficient portfolio management of the Sub-Fund.

2.3 Investment style and benchmark usage

The Sub-Fund is actively managed with reference to its benchmark (as stated in [paragraph 9.1](#) of this Appendix), which is used for performance comparison purposes. The benchmark is neither used as a constraint on how the Sub-Fund's portfolio is to be constructed nor set as a target for the Sub-Fund's performance to beat.

However, the majority of the Sub-Fund's holdings could likely be components of the benchmark. As an actively managed fund, the Managers have absolute discretion over portfolio construction in terms of following the benchmark weights and investing in securities not included in the benchmark. As a result, it is expected that the risk-return characteristics of the Sub-Fund may deviate from the benchmark over time.

2.4 Investment restrictions

- (a) 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.
- (b) 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.

3. **Product suitability**

The Sub-Fund is only suitable for investors who:

- seek returns over the long term; and
- are comfortable with the volatility and risks of a fund which invests mainly in investment grade corporate bonds issued globally.

4. Distribution policy

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

The current distribution policy is to make monthly distributions of 2.0% per annum (or such other frequency or percentage as we may from time to time determine) of the initial issue price of the relevant Distribution Class or of the NAV per Unit of the relevant Distribution Class as at such date as we may from time to time determine.

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

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

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

5. Risks specific to the Sub-Fund

The general risk factors set out in paragraph 8.1 of the main body of this Prospectus apply to the Sub-Fund.

In addition, the following specific risks as described in paragraph 8.2 of the main body of this Prospectus also apply to the Sub-Fund:

- Liquidity risk due to portfolio size
- Fixed income and debt securities risk
- Risk of using rating agencies and other third parties
- Risk associated with lower-rated debt securities
- Risks relating to distributions.

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 A and B: Currently up to 3%; maximum 3%. Class Z: Currently 0%; maximum 3%.
Realisation Fee	All Classes: Currently none; maximum 2%.
Switching Fee ⁽¹⁾	All Classes: Currently 1%; maximum 1%.
Payable by the Sub-Fund to the Managers, the Trustee and other parties⁽²⁾	
Management Fee (a) Retained by Managers (b) Paid by Managers to financial adviser (trailer fee)	Class A: Currently 0.8% p.a.; maximum 2% p.a.. Class B: Currently 0.4% p.a.; maximum 2% p.a.. Class Z: Currently 0% p.a.; maximum 2% p.a.. (a) 50% to 92.19% of Management Fee (b) 7.81% to 50% ⁽³⁾ of Management Fee
Trustee Fee	Currently not more than 0.05% p.a.; maximum 0.1% p.a.. (Subject always to a minimum of S\$5,000 p.a.)
Administration fee	0.05% 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	0.125% p.a..

Audit fee, custodian fee, transaction costs ⁽⁴⁾ and other fees and charges ⁽⁵⁾	<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 2022:</p> <ul style="list-style-type: none"> • Audit fee: less than 0.1%. • Custodian fee: less than 0.1%. • Transaction costs: less than 0.1%. • Other fees and charges: less than 0.1%.
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- (1) If you switch your Units to units of another fund managed by us (“**New Fund**”), we will charge you the Switching Fee instead of the subscription fee for the New Fund. If the subscription fee for the New Fund is more than the Switching Fee, you are effectively receiving a discount on the New Fund’s subscription fee.
- (2) Effective 30 December 2022: Fees payable out of the Sub-Fund (including fees based on the NAV of the Sub-Fund) will be based on the NAV before any Swing Pricing adjustment is applied (i.e. unswung NAV). See [paragraph 20.5](#) of this Prospectus for further details.
- (3) Your financial adviser is required to disclose to you the amount of trailer fee it receives from the Managers.
- (3) Transaction costs (which do not include the transaction fees mentioned below) include all expenses relating to the purchase and sale of financial instruments.
- (5) Other fees and charges may include transaction fees payable to the custodian (the amount of which will depend on the number of transactions carried out and the place at which such transactions are effected), printing costs, legal and professional fees, goods and services tax and other out-of-pocket expenses.

You should check with the authorised agent or distributor through whom you subscribe for Units whether they impose other fees and charges not disclosed in this Prospectus.

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
Class A SGD Acc	N.A. (incepted on 24 July 2009)		S\$1,000* (or if subscribing in USD, US\$5,000)	S\$500* (or if subscribing in USD, US\$1,000)	1,000 Units or such number of Units as may be purchased for S\$1,000 (or if subscribing in USD, US\$1,000) or its equivalent in such other currency as we may decide or such other number of Units or amount as may from time to time be determined by us.
Class A SGD Acc (Hedged)	N.A. (incepted on 24 July 2018)		S\$1,000	S\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum subscription amount.

Name of Class	Initial Issue Price per Unit	Initial offer period	Minimum initial subscription amount	Minimum subsequent subscription amount	Minimum holding
Class A SGD Dist	S\$1.000	At our sole discretion (with prior notification to the Trustee)**	S\$1,000	S\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum subscription amount.
Class A SGD Dist (Hedged)	S\$1.000		S\$1,000	S\$500	1,000 Units or such number of Units as may be purchased for the relevant minimum subscription amount.
Class B SGD Acc	S\$1.000		S\$500,000	S\$100,000	1,000 Units or such number of Units as may be purchased for the relevant minimum subscription amount.
Class B SGD Acc (Hedged)	S\$1.000		S\$500,000	S\$100,000	
Class B SGD Dist	S\$1.000		S\$500,000	S\$100,000	
Class B SGD Dist (Hedged)	S\$1.000		S\$500,000	S\$100,000	
Class Z SGD Acc (Hedged)	S\$1.000		S\$200,000	S\$100,000	
Class Z SGD Dist (Hedged)	S\$1.000		S\$200,000	S\$100,000	1,000 Units or such number of Units as may be purchased for the relevant minimum subscription amount.
Class Z USD Acc	US\$1.000		US\$200,000	S\$100,000	
Class Z USD Dist	US\$1.000		US\$200,000	S\$100,000	

* or its equivalent in such other currencies at the applicable Rate of Exchange, as we may decide.

** 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.

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

8. Payment of realisation proceeds

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

9. Performance of the Sub-Fund

9.1 Performance of the Sub-Fund

The past performance of the Sub-Fund and its benchmark as at 28 February 2023, and its expense ratio are set out below:

	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾
Class A SGD Acc (Inception date: 24 July 2009)						
NAV-NAV ⁽¹⁾	-12.31	-5.10	0.34	2.26	2.98	1.23
NAV-NAV [^] ⁽²⁾	-14.94	-6.06	-0.27	1.95	2.75	
Benchmark (in SGD): Bloomberg Barclays Global Aggregate Corporate Benchmark Index ⁽⁴⁾	-12.41	-5.27	-0.09	1.72	1.89	
Class A SGD Acc (Hedged) (Inception date: 24 July 2018)						
NAV-NAV ⁽¹⁾	-12.10	-4.32	N.A.	N.A.	-0.09	1.22
NAV-NAV [^] ⁽²⁾	-14.74	-5.29	N.A.	N.A.	-0.75	
Benchmark (in SGD): Bloomberg Barclays Global Aggregate Corporate Benchmark Index ⁽⁴⁾	-12.41	-5.27	N.A.	N.A.	-0.40	

As at the date of registration of this Prospectus, the other Classes have not yet been incepted. As such, a track record of at least 1 year is not available for such Classes 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 28 February 2023 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 28 February 2023 taking into account the Subscription Fee and Realisation Fee (if any), with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.
- (3) Calculated for the financial year ended 31 December 2022. See [paragraph 15.2](#) of the main body of this Prospectus for information relating to the calculation of the expense ratio.
- (4) Changes to the benchmark during the life of the Sub-Fund and reasons for changes:
- from inception to 31 December 2014 – Merrill Lynch Global Large Cap Corporate Index, 1-10 Yrs;
 - from 1 January 2015 to 23 August 2016 – Barclays Global Aggregate Corporate Benchmark Index (Reason for change from previous benchmark: discontinuance of the previous benchmark by the index provider);
 - from 24 August 2016 to present – Bloomberg Barclays Global Aggregate Corporate Benchmark Index (Reason for change from previous benchmark: discontinuance of the previous benchmark by the index provider).

Effective 30 December 2022: The Sub-Fund's performance will be calculated based on the NAV of the Sub-Fund after any Swing Pricing adjustment has been applied (i.e. swung NAV) and therefore, the returns of the Sub-Fund may be influenced by the level of subscription and/or realisation activity. Swing Pricing could increase the variability of the returns of the Sub-Fund since returns are calculated based on the adjusted NAV per Unit. See [paragraph 20.5](#) of this Prospectus for further details.

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

9.2 Turnover ratio of the Sub-Fund

The turnover ratio of the Sub-Fund for the financial year ended 31 December 2022 is 270.83%. See [paragraph 15.3](#) of the main body of this Prospectus for information relating to the calculation of the turnover ratio.

APPENDIX 2 – UNITED CHINA-INDIA DYNAMIC GROWTH FUND

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

1. Structure of the Sub-Fund

- 1.1 The Sub-Fund is an open-ended unit trust constituted in Singapore with no fixed maturity. The Sub-Fund is denominated in SGD.
- 1.2 The following Classes of Units have been established within the Sub-Fund:
 - Class A SGD Acc
- 1.3 Units of the Sub-Fund 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).

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

2.1 Investment objective

The investment objective of the Sub-Fund is to achieve medium to long term capital appreciation through investing mainly in the securities of corporations in, or corporations listed or to be listed on stock exchanges in, or corporations (wherever located) which, in our opinion, derive significant revenue or profits from or have significant assets or business interests in, China or India.

2.2 Investment focus and approach

Before 31 July 2023:

The Sub-Fund offers an opportunity for investors to tap the growth prospects of two emerging growth engines of the world – China and India.

We aim to construct a diversified portfolio of China-related and India-related securities. We will systematically vary the portfolio’s investments in China and India-related securities to reflect prevailing market dynamics and valuations. Currently, we anticipate that China-related securities and India-related securities will each comprise between 40% and 60% of the Sub-Fund’s portfolio of securities at any one time. We will review the geographical asset allocation of the Sub-Fund from time to time and at least on a quarterly basis, and variations may be made to the Sub-Fund’s asset mix depending on valuations and prevailing market conditions.

The Sub-Fund will invest (directly or indirectly) mainly in listed equity securities. Subject to the policies stated in this [paragraph 2.2](#), the Sub-Fund may also invest in American Depositary Receipts (ADRs), Global Depositary Receipts (GDRs) and other Authorised Investments in order to meet its investment objective. We do not intend to invest the Deposited Property of the Sub-Fund in any unlisted equity securities, convertible bonds, warrants, limited partnerships and structured products (including securitised instruments). Additionally, we do not intend to use FDIs, including forward contracts, save for efficient portfolio management in exceptional circumstances as determined by us.

In particular, investments in China-related securities may include:

- A- and B-shares (securities that are listed and traded on stock exchanges in China (such as the Shanghai Stock Exchange or Shenzhen Stock Exchange) and denominated in Renminbi, US Dollars or Hong Kong Dollars);
- H-shares (securities that are listed and traded on the Hong Kong Stock Exchange and which are mostly denominated in Hong Kong Dollars);

- S-shares (securities that are listed and traded on the Singapore Exchange Securities Trading Limited and which are mostly denominated in SGD); and
- ADRs and GDRs.

Although the China portfolio will be focused primarily on China-related securities, we have the discretion to include investments in corporations in Hong Kong in the China portfolio.

In the event we find that there are no suitable investment opportunities for the Sub-Fund at any time, the Sub-Fund may temporarily invest in money market instruments, short term debt securities with credit ratings of A1 by Moody's Investors Service (or their equivalent) or higher, or hold cash deposits. The Sub-Fund may also hold part of its assets in liquid investments or cash for liquidity purposes.

China portfolio: We will employ a multi-step investment process, combining a bottom-up investment process that involves rigorous company research, with a top-down process to review asset allocation at the sector levels. Sector allocation is derived after analysing macroeconomic trends and country dynamics. We believe that long-term investment performance can be achieved by employing a rigorous research process that enables us to identify sound and profitable companies that generate superior returns as well as by identifying companies that are undervalued.

India portfolio: all or substantially all of the assets of the India portfolio will be invested in shares of the Underlying Fund. ***Nothing in this prospectus constitutes an offer or solicitation to anyone in any jurisdiction in respect of shares of the Underlying Fund or Underlying Umbrella.***

From 31 July 2023:

The Sub-Fund offers an opportunity for investors to tap the growth prospects of two emerging growth engines of the world – China and India.

We aim to construct a diversified portfolio of China-related and India-related securities. We will systematically vary the portfolio's investments in China and India-related securities to reflect prevailing market dynamics and valuations. Currently, we anticipate that China-related securities and India-related securities will each comprise between 40% and 60% of the Sub-Fund's portfolio of securities at any one time. We will review the geographical asset allocation of the Sub-Fund from time to time and at least on a quarterly basis, and variations may be made to the Sub-Fund's asset mix depending on valuations and prevailing market conditions.

The Sub-Fund will invest (directly or indirectly) mainly in listed equity securities. Subject to the policies stated in this paragraph, the Sub-Fund may also invest in American Depositary Receipts (ADRs), Global Depositary Receipts (GDRs) and other Authorised Investments in order to meet its investment objective. We do not intend to invest the Deposited Property of the Sub-Fund in any unlisted equity securities, convertible bonds, warrants, limited partnerships, and structured products (including securitised instruments). Additionally, we do not intend to use FDIs, including forward contracts, save for efficient portfolio management in exceptional circumstances as determined by us.

In particular, investments in China-related securities may include:

- A- and B-shares (securities that are listed and traded on stock exchanges in China (such as the Shanghai Stock Exchange or Shenzhen Stock Exchange) and denominated in Renminbi, US Dollars or Hong Kong Dollars);
- H-shares (securities that are listed and traded on the Hong Kong Stock Exchange and which are mostly denominated in Hong Kong Dollars);
- S-shares (securities that are listed and traded on the Singapore Exchange Securities Trading Limited and which are mostly denominated in SGD); and
- ADRs and GDRs.

Although the China portfolio will be focused primarily on China-related securities, we have the discretion to include investments in corporations in Hong Kong in the China portfolio.

China portfolio:

The China portfolio is supported by combining the output from our proprietary Artificial Intelligence Machine Learning (“AIML”) model with a rigorous due diligence process by our regional analysts.

Artificial Intelligence Plus Human Approach

The AIML model analyses fundamental, macro and technical data of all the stocks in the investment universe. All the stocks are then ranked according to a predicted score assigned to it by the model. The top ranked stocks would then be shortlisted for further detailed due diligence by our team of regional analysts. The analyst would then select the stocks from the shortlist and rate them according to their assessment of management quality and company fundamentals, as well as potential upside from the current stock price. After this, an optimisation model would then be used to assign weights to each stock based on the various risk constraints set together with our Risk and Performance Unit (RPU). The risk constraints can take the form of maximum allowed deviation from the benchmark country/sector weights as well as limits on single stock weighting. The portfolio is re-balanced monthly or quarterly depending on market conditions and investor preferences.

The performance and risks are then monitored and reported to the members of our local and regional investment committees comprising senior management. The AIML model is regularly reviewed and tuned to achieve optimal performance over time.

India portfolio:

We will employ a multi-step investment process, combining a bottom-up investment process that involves rigorous company research, with a top-down process to review asset allocation at the sector levels. Sector allocation is derived after analysing macroeconomic trends and country dynamics. We believe that long-term investment performance can be achieved by employing a rigorous research process that enables us to identify sound and profitable companies that generate superior returns as well as by identifying companies that are undervalued.

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

2.3 Investment objective and policy of the Underlying Fund (before 31 July 2023)

(a) Investment objective of the Underlying Fund

The Underlying Fund aims to achieve medium to long-term growth through investment primarily in growth oriented Indian stocks which are listed on the BSE (BSE Limited, formerly the Bombay Stock Exchange) and NSE (National Stock Exchange of India Limited) exchanges in India.

(b) Investment policy of the Underlying Fund

The Underlying Fund intends to achieve its investment objective by investing on a permanent basis more than 75% of its NAV in a diversified portfolio of equities and equity related securities of (i) large, mid and small-cap companies that have their registered office in India and are listed on recognised exchanges worldwide, (ii) large, mid and small-cap corporations that exercise a preponderant part of their economic activity in India and are listed on recognised exchanges worldwide and/or (iii) large, mid and small-cap companies whose equity and equity related securities are listed, traded or dealt in on Indian stock exchanges listed in Appendix II of the Irish Prospectus of the Underlying Umbrella (as amended and supplemented from time to time). The investment in securities which are listed on recognised exchanges other than BSE and NSE will not exceed 25% of the NAV of the Underlying Fund. The total exposure in equity related securities

will not exceed 25% of the NAV of the Underlying Fund. The Underlying Fund will continuously invest more than 50% of its NAV in equities of corporations listed on the BSE and NSE.

UTIIS shall predominantly follow a bottom-up approach with emphasis on building exposure around strong blue chip companies that have a high earnings growth potential on account of the size of the future business opportunity. The Underlying Fund shall have a higher weightage into industries that exhibit stable and secular growth prospects, ability to generate high operating cashflows and preferably free cashflows as well. The Underlying Fund shall be a diversified fund and shall not have any sector or industry focus, however it is expected that the Underlying Fund will invest across many of the following sectors: banking & financial services, information technology, consumer goods, healthcare, automobile, industrials, cement, energy and telecom services.

Through the use of this bottom-up approach, UTIIS identifies and screens opportunities across multiple industries in the Indian region. UTIIS believes that long-term outperformance can be achieved by investing in companies which, among other things, (i) have strong management and market position, (ii) have high and/or improving quality of earnings, (iii) demonstrate that management interests are aligned with their shareholders' interests, and (iv) trade at attractive valuations. UTIIS' bottom-up approach includes inhouse financial analysis, periodic meetings with senior management of companies, absolute and relative valuation techniques, and frequent calls with top research houses.

UTIIS monitors the investment restrictions applicable to the Underlying Fund. As soon as UTIIS becomes aware that the weighting of any particular stock exceeds the permitted investment restrictions, UTIIS will seek to either unwind that particular position or reduce the Underlying Fund's exposure to that stock to ensure that the Underlying Fund at all times operate within the permitted investment restrictions and complies with the requirements of the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) (as amended, consolidated or substituted from time to time).

Investment policies of the Underlying Fund shall comply with the restrictions for Foreign Portfolio Investor ("FPI") (investments as established by the by the Securities and Exchange Board of India ("SEBI") and the Reserve Bank of India ("RBI")). Under the SEBI (Foreign Portfolio Investors) Regulations, 2014, FPIs are permitted to invest in the following instruments subject to conditions as may be specified by the RBI or SEBI from time to time:

- securities in the primary and secondary markets including shares, debentures and warrants of companies listed or to be listed on a recognised stock exchange in India;
- units of schemes floated by domestic mutual funds;
- units of schemes floated by a collective investment scheme;
- dated Government Securities;
- listed non-convertible debentures ("NCDs") / bonds issued by an Indian company;
- derivatives traded on a recognised stock exchange in India;
- commercial papers issued by Indian companies;
- Indian rupee denominated credit enhanced bonds;
- security receipts issued by the Asset Reconstruction Companies ("ARCs");
- Indian depository receipts;

- to be listed NCDs / bonds, only if the listing of such NCDs / bonds is committed to be done within 15 days of such investment;
- listed and unlisted NCDs/bonds issued by companies in the infrastructure sector. Infrastructure sector companies are companies that are engaged in activities pertaining to (i) power, (ii) telecommunication, (iii) railways, (iv) roads including bridges, (v) sea port and airport, (vi) industrial parks, (vii) urban infrastructure (water supply, sanitation and sewage projects), (viii) mining, exploration and refining and (ix) cold storage or cold room facility, including for farm level precooling, for preservation or storage of agricultural and allied produce, marine products and meat;
- NCDs / bonds issued by non-banking financial companies categorised as infrastructure finance companies by the RBI;
- rupee denominated bond/units issued by infrastructure debt funds; and
- perpetual debt instruments and debt capital instruments as specified by the RBI from time to time.

(c) Base currency

USD

(d) Efficient portfolio management techniques

The Underlying Fund will not invest in FDIs (including structured deposits, products or instruments) for investment or hedging purposes. The Underlying Fund will not be leveraged for investment, efficient portfolio management or hedging purposes. The Underlying Fund will not utilise securities lending or securities repurchase transactions.

(e) Risk management method

The Underlying Fund will employ a risk management process which will enable it to accurately monitor, measure and manage the risks attached to financial derivative positions and details of this process have been provided to the Central Bank of Ireland. The Underlying Fund will not utilise FDIs which have not been included in the risk management process until such time as a revised risk management process has been submitted to and cleared by the Central Bank of Ireland. You should note that, as of the date of registration of this Prospectus, the Underlying Fund will not invest in FDIs for investment or hedging purposes.

We will, on request, procure the provision of supplementary information to investors relating to the risk management methods employed by the Underlying Fund including quantitative limits that are applied and any recent developments in the risk and returns characteristics of the main categories of investments.

2.4 Investment style and benchmark usage

The Sub-Fund is actively managed with reference to its benchmark (as stated in paragraph 9 of this Appendix), which is used for performance comparison purposes. The benchmark is neither used as a constraint on how the Sub-Fund's portfolio is to be constructed nor set as a target for the Sub-Fund's performance to beat.

However, the majority of the Sub-Fund's holdings could likely be components of the benchmark. As an actively managed fund, the Managers have absolute discretion over portfolio construction in terms of following the benchmark weights and investing in securities not included in the benchmark. As a result, it is expected that the risk-return characteristics of the Sub-Fund may deviate from the benchmark over time.

3. Product suitability

The Sub-Fund is only suitable for investors who:

- seek medium to long term capital appreciation; and
- are comfortable with the volatility and risks of a fund which invests in China and India equities.

Before 31 July 2023: The NAV of the Underlying Fund is likely to have high volatility due to the investment policy of the Underlying Fund and/or the portfolio management techniques adopted by UTIS and/or UTI AMC.

4. Distribution policy

Currently, no distributions are made in respect of the Sub-Fund.

5. Risks specific to the Sub-Fund

The general risk factors set out in [paragraph 8.1](#) of the main body of this Prospectus apply to the Sub-Fund.

In addition, the following specific risks as described in [paragraph 8.2](#) of the main body of this Prospectus also apply to the Sub-Fund:

- Equity risk
- Single country, sector and regional risk
- Small and medium capitalisation companies risk
- Repatriation risk
- Regulatory risk
- Taxation risk
- Political risk
- Stock Connects risks
- Risk of using rating agencies and other third parties
- Risks associated with the use of the AIML model (from 31 July 2023).

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

Risks relating to the Underlying Fund (before 31 July 2023)

The risk information in Appendix 3 is intended to give an idea of the main and material risks associated with the Underlying Fund.

Any of these risks could cause the Underlying Fund to lose money, to perform less well than similar investments, to experience volatility (ups and downs in NAV), or to fail to meet its objective over any period of time.

6. Fees and charges

6.1 Fees and charges of the Sub-Fund

Payable by you	
Subscription Fee	Class A SGD Acc: Currently up to 5%; maximum 5%.
Realisation Fee	Class A SGD Acc: Currently none; maximum 2%.
Switching Fee ⁽¹⁾	Class A SGD Acc: Currently 1%; maximum 1%.

Payable by the Sub-Fund to the Managers, the Trustee and other parties	
Management Fee (a) Retained by Managers (b) Paid by Managers to financial adviser (trailer fee)	Class A SGD Acc: Currently 1.5% p.a.; maximum 2% p.a.. (a) 50% to 95.83% of Management Fee (b) 4.17% to 50% ⁽²⁾ of Management Fee
Trustee Fee	Currently not more than 0.05% p.a.; maximum 0.1% p.a.. (Subject always to a minimum of S\$5,000 p.a.)
Administration fee	0.25% p.a. (Class A SGD Acc Units only).
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	Class A SGD Acc: Currently 0.125% p.a.; maximum 0.125% p.a..
Audit fee, custodian fee, transaction costs ⁽³⁾ and other fees and charges ⁽⁴⁾	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. Based on the audited accounts and the average NAV of the Sub-Fund for the financial year ended 31 December 2022: <ul style="list-style-type: none"> • Audit fee: 0.10% • Custodian fee: 0.34% • Transaction costs: 0.55% • Other fees and charges: 1.37%

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

You should check with the authorised agent or distributor through whom you subscribe for Units whether they impose other fees and charges not disclosed in this Prospectus.

6.2 Fees and charges of the Underlying Fund (before 31 July 2023)

Fees payable by the United China-India Dynamic Growth Fund	
Sales Charge	SGD Institutional Accum.: Up to a maximum of 5.00% of the subscription amount (waived)
Redemption Fee	SGD Institutional Accum.: Not payable
Conversion Charge	SGD Institutional Accum.: Not payable

Anti-Dilution Levy / Duties and Charges	The Underlying Umbrella reserves the right to impose an “anti-dilution levy” representing a provision for the market spreads (the differences between the prices at which assets are valued and / or bought and sold), duties and charges relating to the acquisition or disposal of assets of the Underlying Fund in the event of receipt for processing in the primary market of net subscription or redemption request exceeding 1.00% of the net asset value of the Underlying Fund including subscriptions and / or redemptions which would be effected as a result of requests for conversion from the Underlying Fund to another fund. Any such provision will be added to the price at which shares will be issued in the case of net subscription requests exceeding 1.00% of the net asset value of the Underlying Fund and deducted from the price at which shares will be redeemed in the case of net redemption requests exceeding 1.00% of the net asset value of the Underlying Fund including the price of shares issued or redeemed as a result of requests for conversion unless the directors of the Underlying Fund approve otherwise.
Fees payable by the Underlying Fund	
Management Fee	SGD Institutional Accum.: 0.80% p.a.
Depositary's Fees	Maximum annual fee of 0.50% of the net asset value of the Underlying Fund
Administrator's Fee	Maximum annual fee of 1.50% of the net asset value of the Underlying Fund
Foreign Portfolio Investors' Fees*	Registration fee of USD 3,000 (to the extent attributable to the Underlying Fund)
Directors' Fees*	Maximum of EUR10,500 per annum per director (to the extent attributable to the Underlying Fund)
Auditor's Fee*	Maximum of EUR45,000 (excluding value-added tax) per annum (to the extent attributable to the Underlying Fund)

* Depending on the Underlying Fund's net asset value, such fees and expenses may amount to or exceed 0.1% p.a. of the Underlying Fund's net asset value.

7. Minimum subscription amounts and minimum holding

Class	Minimum initial subscription*	Minimum subsequent subscription*	Minimum holding
Class A SGD Acc	S\$1,000 (or if subscribing in USD, US\$1,000)	S\$500 (or if subscribing in USD, US\$500)	1,000 Units or such number of Units as may be purchased for the relevant minimum initial subscription amount.

* or its equivalent in such other currencies at the applicable Rate of Exchange, as we may decide.

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

8. Payment of realisation proceeds

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

9. Performance of the Sub-Fund

9.1 Performance of the Sub-Fund

The past performance of the Sub-Fund and its benchmark as at 28 February 2023, and its expense ratio are set out below:

	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾
Class A SGD Acc (Inception date: 22 February 2010)						
NAV-NAV ⁽¹⁾	-19.10	3.14	3.16	8.21	5.38	4.14
NAV-NAV [^] ⁽²⁾	-23.14	1.39	2.10	7.65	4.97	
Benchmark (in SGD): 25% MSCI China, 25% SSE50 A Share and 50% MSCI India ⁽⁴⁾	-12.01	4.06	2.49	6.63	4.58	

Notes:

Source: Class A SGD Acc : Morningstar.

[^] Taking into account the Subscription Fee.

- (1) Calculated on a NAV-to-NAV basis as at 28 February 2023, 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 28 February 2023, taking into account the Subscription Fee and Realisation Fee (if any), with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.
- (3) Calculated for the financial year ended 31 December 2022. See [paragraph 15.2](#) of the main body of this Prospectus for information relating to the calculation of the expense ratio.
- (4) Changes to the benchmark during the life of the Sub-Fund and reasons for changes:
- (a) from inception to 30 August 2015 – composite of 50% MSCI China and 50% MSCI India (converted to the relevant Class currency);
 - (b) from 31 August 2015 to present – composite of 25% MSCI China, 25% SSE50 A Share and 50% MSCI India (converted to the relevant Class currency) (Reason for change from previous benchmark: to better reflect the then current investment focus and approach of the Sub-Fund).

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

9.2 Turnover ratio of the Sub-Fund

The turnover ratio of the Sub-Fund for the financial year ended 31 December 2022 is 154.52%. See [paragraph 15.3](#) of the main body of this Prospectus for information relating to the calculation of the turnover ratio.

9.3 Turnover ratio of the Underlying Fund (before 31 July 2023)

The turnover ratio for the Underlying Fund for the period ending 31 October 2022 is 21.40%.

The turnover ratio is calculated based on the lesser of purchases or sales of the underlying investments of the Underlying Fund expressed as a percentage of the daily average NAV of the Underlying Fund.

APPENDIX 3 – RISKS RELATING TO UTI INDIA DYNAMIC EQUITY FUND (BEFORE 31 JULY 2023)

Given the focus of its investment strategy, the success of the Underlying Fund will depend in large part on the general economic and business conditions in India. Risks associated with the investments in India, including but not limited to the risks described below, could adversely affect the performance of the Underlying Fund and result in substantial losses. No assurances can be given as to the ability of the Underlying Fund to achieve any return on its investments and, in turn any return on United China-India Dynamic Growth Fund's investment in the Underlying Fund. Accordingly, in acquiring Units in United China-India Dynamic Growth Fund, appropriate consideration should be given to the following factors:

1. Indian economic factors

The success of the Underlying Fund's investments depends in part on general economic and business conditions in India. A significant change in India's economic liberalisation and deregulation policies could adversely affect business and economic conditions in India generally and in particular if new restrictions on the private sector are introduced or if existing restrictions are not relaxed over time. Notwithstanding current policies of economic liberalisation, the roles of the Indian central and state governments in the Indian economy as producers, consumers and regulators have remained significant. The current government of India is led by the Bhartiya Janta Party which has recently won a majority of the seats in the recent election held in May 2014. The new government is expected to announce policies and initiatives that support the economic liberalisation policies that have been pursued by previous governments. There is, however, no assurance that these liberalisation policies will continue in the future. The rate of economic liberalisation could change, and specific laws and policies affecting taxation, foreign investment, currency exchange and other matters affecting the Underlying Fund's investments could change as well. In addition, laws and policies affecting the various investments held by the Underlying Fund could change, adversely affecting the values or liquidity of securities issued by those companies.

2. Indian political factors

India's relations with other neighbouring countries historically have been tense. Since the separation of India and Pakistan upon their independence in 1947, a source of on-going tension between the two countries has been the dispute over the northern border state of Kashmir. India and Pakistan have fought three wars since independence, and in the last several years both countries have conducted successful tests of nuclear weapons and missile delivery systems. Although there are periodic efforts to normalise relations between the two countries, significant military confrontations between India and Pakistan have occurred in the disputed region of Kashmir in the last few years and both India and Pakistan continue to allocate substantial resources to the defence of their borders as a result. More recently, terrorist attacks in November 2008 in Mumbai have heightened tensions and security risks in both countries. Events of this nature in the future could influence the Indian economy and could have a material adverse effect on the market for securities of Indian companies, and on the market for the services of Indian companies in which the Underlying Fund may have investments. The Indian government is also confronted by insurgencies and separatist movements in several states in addition to Kashmir.

3. Indian stock market

The Indian stock markets are undergoing a period of growth and change, which may lead to greater volatility and difficulties in the settlement and recording of transactions, and in interpreting and applying the relevant regulations, in comparison to the developed countries. There can be no assurance that the Underlying Fund's objectives will be realised or that there will be any return of capital. The following considerations should be carefully evaluated before making an investment in United China-India Dynamic Growth Fund.

The Indian stock market has previously experienced substantial fluctuations in the prices of listed securities and no assurance can be given that such volatility will not occur in the future.

You should consider the following factors before making an investment decision:

- (a) allegations of fraudulent transactions have led to a number of crises on the Indian stock exchanges leading to a loss of confidence and temporary closure;
- (b) the Indian stock exchanges have been subject to broker defaults, failed trades and settlement delays, which has at certain times led to closure of the stock exchanges and there can be no certainty that this will not recur;
- (c) the Indian stock exchanges are less liquid and experience greater volatility than more established markets; and
- (d) a disproportionately large percentage of market capitalisation and trading value in the Indian stock exchanges is represented by a relatively small number of issues. Thus, when seeking to sell shares on Indian stock exchanges, little or no market may exist for the securities and settlement of transactions may be subject to delay and administrative uncertainties.

The above factors could negatively affect the NAV of the Underlying Fund, the ability to redeem the Indian securities and the price at which the Indian securities may be redeemed.

Additionally, the market regulator, Security and Exchange Board of India (“**SEBI**”), can impose restrictions on trading in certain securities, limitations on price movements and margin requirements. SEBI may impose such restrictions only in cases where certain rules and regulations are being flouted by companies. If trading is suspended in a particular security due to such action by SEBI, then UTIIS must wait until SEBI changes its ruling or another higher authority in India (for example the Security Appellate Tribunal or the Supreme Court in India) passes a judgment in favour of such company. In any case, UTIIS will ensure that the Underlying Fund’s investments are well diversified across sectors and market caps and that securities are selected through robust internal processes. From July 23 onwards, SEBI has been further empowered to carry out various enforcement activities like attaching properties to realise penalties, search and seize information, access special courts for speedy trials, etc. which can significantly affect the related companies. Consequently, an investment in Indian securities should be deemed highly volatile and should be made only by sophisticated persons who are able to bear the risk of complete loss of an investment.

4. Currency exchange rate risks

Exchange controls have traditionally been administered with stringent measures under the Foreign Exchange Regulation Act (“**FERA**”). The Indian rupee is not convertible on the capital account and most capital account transactions require the prior permission of the Reserve Bank of India (“**RBI**”). However, throughout the 1990s, the RBI eased the exchange control regime and made it more market-friendly. In the year 1999, the Indian Parliament enacted the Foreign Exchange Management Act (“**FEMA**”) to replace FERA. FEMA and the rules made thereunder constitute the body of exchange controls applicable in India. The significant shift in the approach to exchange controls under FEMA is the move from a regime of limited permitted transactions to one in which all transactions are permitted except a limited number to which restrictions apply. FEMA and the notifications under FEMA were effective commencing 1 June 2000. FEMA differentiates foreign exchange transactions between Capital Account Transactions and Current Account Transactions. A Capital Account Transaction is generally defined as one that alters the assets or liabilities, including contingent liabilities outside India, of persons resident in India or assets or liabilities in India of persons resident outside India. FEMA further provides for specific classes of transactions that fall within the ambit of Capital Account Transactions and the RBI has issued regulations governing each such class of transactions. Transactions other than the Capital Account Transactions, including payments in connection with foreign trade, current businesses, services, short term credit and banking facilities, interest payments, living expenses, foreign travel, education and medical care are Current Account Transactions.

The RBI has issued regulations governing such Current Account Transactions. While the regulatory regime for hedging genuine currency risk has been relaxed, it is still not practical, given the costs, to hedge currency risks for more than relatively short periods of time, and even for short-term hedging the cost can be high. Accordingly, currency risk (if available) could reduce the Underlying Fund’s returns. A decrease in the value of the Indian rupee would adversely affect the Underlying Fund’s returns, and such a decrease may be likely given India’s current account deficits and its budget deficits.

The operation of the Underlying Fund's bank account in India is subject to regulation by the RBI under the Indian foreign exchange regulations. The Indian domestic depository acting also as the remitting banker will be authorised to convert currency and repatriate capital and income on behalf of the Underlying Umbrella for the Underlying Fund. There can be no assurance that the Indian government would not, in the future, impose certain restrictions on foreign exchange. The repatriation of capital may be hampered by changes in Indian regulations concerning exchange controls or political circumstances. In addition, India may in the future re-introduce foreign exchange control regulations which can limit the ability of the Underlying Umbrella, on behalf of the Underlying Fund, to repatriate the dividends, interest or other income from the investment or the proceeds from the sale of securities. Any amendments to the Indian exchange control regulations may impact adversely on the performance of the Underlying Fund.

Also, the exchange rate between the Indian rupee and the U.S. dollar has changed substantially in recent years and may fluctuate substantially in the future. Further depreciation of the value of the Indian rupee as regards foreign currencies will result in a higher cost to the Underlying Fund for foreign currency denominated expenses, including the purchase of certain capital equipment. In the past, the Indian economy has experienced severe fluctuations in the exchange rates. There can be no assurance that such fluctuations will not occur in the future.

5. Indian legal system

Indian civil judicial process to enforce remedies and legal rights is less developed, more lengthy and, therefore, more uncertain than that in more developed countries. Enforcement by the Underlying Umbrella, on behalf of the Underlying Fund, of civil liabilities under the laws of a jurisdiction other than India may be adversely affected by the fact that the Underlying Umbrella's portfolio companies may have a significant amount of assets in India. The laws and regulations in India can be subject to frequent changes as a result of economic, social and political instability. In addition, the level of legal and regulatory protections customary in countries with developed securities markets to protect investors and securities transactions, and to ensure market discipline, may not be available. Where the legal and regulatory framework is in place, the enforcement may be inadequate or insufficient. Regulation by the exchanges and self-regulatory organisations may not be recognised as law that can be enforced through the judiciary or by means otherwise available to the investors in developed markets.

6. Corporate disclosure, accounting, custody and regulatory standards

Indian disclosure and regulatory standards are in many respects less stringent than standards in certain OECD countries. There may be less publicly available information about Indian companies than is regularly published by or about companies in such other countries. The difficulty in obtaining such information may mean that the Underlying Fund may experience difficulties in obtaining reliable information regarding any corporate actions and dividends of companies in which the Underlying Fund has investment which may, in turn, lead to difficulties in determining the NAV with the same degree of accuracy which might be expected from more established markets. Indian accounting standards and requirements also differ in significant respects from those applicable to companies in many OECD countries, and the assets of the Underlying Fund which are traded in the Indian market and which have been entrusted to sub-depositaries in the Indian market may be exposed to risk.

7. Loss of Foreign Portfolio Investor ("FPI") registration

For accessing the Indian securities market, the Underlying Umbrella will need to be registered as an FPI under the FPI regulations. The investment by the Underlying Fund is dependent on the continued registration of the Underlying Umbrella as an FPI.

In the event such registration as an FPI is terminated or is not renewed, the Underlying Umbrella could potentially be forced to redeem the investments held in the particular share class, and such forced redemption could adversely affect the returns to investors.

8. Investigations

Any investigations of, or actions against, the Underlying Umbrella initiated by SEBI or any other Indian regulatory authority may impose a ban of the investment and advisory activities of the Underlying Fund.

9. Sustainability risks

The management of sustainability risk forms an important part of the due diligence process implemented by UTIIS. When assessing the sustainability risk associated with underlying investments, UTIIS is assessing the risk that the value of such underlying investments could be materially negatively impacted by an environmental, social or governance (“**ESG**”) event or condition. Using both quantitative and qualitative processes, sustainability risk is identified, monitored and managed by UTIIS in the following manner:

- (a) Prior to acquiring investments on behalf of the Underlying Fund, UTIIS conducts fundamental analysis on a selection of potential investee companies in order to allow it to assess the adequacy of ESG programmes and practices of an issuer to manage the sustainability risk it faces. This process incorporates applying both an exclusion policy (whereby potential investments are removed from the investment universe on the basis that they pose too great a sustainability risk to the Underlying Fund) and positive screening whereby those investments which have a low sustainability risk rating as well as strong financial performance are included in the investment universe. The information gathered from the fundamental analysis conducted will be taken into account by UTIIS in deciding whether to acquire a holding in an issuer and may, in certain circumstances, result in UTIIS investing in an issuer which has a lower ESG rating where it believes that the relevant existing ESG rating does not fully capture recent positive sustainability-related changes which have been implemented by the relevant issuer. UTIIS also uses ESG metrics of third-party data providers such as Sustainalytics in order to receive independent input to supplement its ESG assessment of the investee companies within the Underlying Fund’s universe. The standardised ratings issued by the data providers provide further information and perspective on evolving ESG issues to UTIIS’ analysts. UTIIS also considers ESG disclosure scores and underlying ESG data as captured by Bloomberg.
- (b) During the life of the investment, sustainability risk is monitored through review of ESG data published by the issuer (where relevant) or selected data providers to determine whether the level of sustainability risk has changed since the initial assessment has been conducted. UTIIS actively engages with a selection of investee companies (determined by the size of the Underlying Fund’s investment and exposure to the relevant issuer) to improve ESG disclosures and raises concerns to drive positive change where required. Where the sustainability risk associated with a particular investment has increased beyond the ESG risk appetite for the Underlying Fund, UTIIS will consider selling or reducing the Underlying Fund’s exposure to the relevant investment, taking into account the best interests of the shareholders of the Underlying Fund. UTIIS has determined that sustainability risk (being the risk that the value of the Underlying Fund could be materially negatively impacted by an ESG Event) may have an impact on the performance of the Underlying Fund.

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大华全球复苏基金

大华优质企业债券基金
大华中印蓬勃增长基金

发售计划说明书

May '23



Right By You