



Phillip Treasury Fund

- Phillip US Dollar Money Market Fund

The Phillip US Dollar Money Market Fund is a money market fund. The purchase of a unit in a money market fund is not the same as placing funds on deposit with a bank or deposit-taking company. Although the Managers may seek to maintain or preserve the principal value of the money market fund, there can be no assurance that the money market fund will be able to meet this objective. A money market fund is not a guaranteed fund, in that there is no guarantee as to the amount of capital invested or return received.

Prospectus

Dated 31 March 2015

PHILLIP TREASURY FUND

Important Information

The managers of Phillip Treasury Fund (the "**Fund**"), Phillip Capital Management (S) Ltd (the "**Managers**"), accept full responsibility for the accuracy of information contained in this Prospectus and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in this Prospectus misleading.

This prospectus does not constitute an offer or solicitation for the purchase of units of the Fund ("**Units**") 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 be used only in connection with this offering of Units by the Managers or their approved agents or distributors.

Investors should consult the relevant provisions of the trust deed (as amended) relating to the Fund (the "**Deed**") and obtain independent professional advice in any event of any doubt or ambiguity relating thereto.

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

Potential investors should seek independent professional advice to ascertain (a) the possible tax consequences; (b) the legal requirements; and (c) any foreign exchange restrictions or exchange control requirements which they may encounter under the laws of the countries of their citizenship, residence or domicile, which may be relevant to the subscription, holding or disposal of Units in the Fund, and should inform themselves of and observe all such laws and regulations in any related jurisdiction that may be applicable to them.

Restriction on U.S. Persons on subscribing to the Fund

Persons to whom a copy of this Prospectus has been issued shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur. In particular, please note that the Units have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") or any other applicable law of the United States. The Fund has not been and will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended. The Units are being offered and sold outside the United States to persons that are not "U.S. persons" (as defined in Regulation S promulgated under the U.S. Securities Act) in reliance on Regulation S promulgated under the U.S. Securities Act. The Units are not being offered or made available to U.S. persons and nothing in this Prospectus is directed to or is intended for U.S. persons.

For the purposes of the U.S. Securities Act, the term "U.S. person" means: (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. person; (iv) any trust of which any trustee is a U.S. person; (v) any agency or branch of a non-United States entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (viii) any

partnership or corporation if (a) organized or incorporated under the laws of any non-United States jurisdiction and (b) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by “accredited investors” (as defined in Regulation D promulgated under the U.S. Securities Act) who are not natural persons, estates or trusts.

For the purposes of the U.S. Securities Act, the term “U.S. person” does not include: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual), resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if (a) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate and (b) the estate is governed by non-United States law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settler if the trust is revocable) is a U.S. person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States; (v) an agency or branch of a U.S. person located outside the United States if (a) the agency or branch operates for valid business reasons and (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, any other similar international organizations, and their respective agencies, affiliates and pension plans.

Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act (“**FATCA**”) was enacted on 18 March 2010 as part of the Hiring Incentive to Restore Employment Act. It includes provisions under which the Managers as a Foreign Financial institution (“**FFI**”) may be required to report to the U.S. Internal Revenue Service (“**IRS**”) certain information about Units held by U.S. persons for the purposes of FATCA and to collect additional identification information for this purpose. FFIs that do not enter into an agreement with the IRS and comply with the FATCA regime could be subject to 30% withholding tax on any payment of U.S. source income as well as on the gross proceeds deriving from the sale of securities generating U.S. income made to the Fund.

The Fund is obliged to comply with the provisions of FATCA under the terms of the inter-governmental agreement (“**IGA**”) Model 1 that has been signed between the U.S. Government and the Singapore Government on 9 December 2014 and under the terms of Singapore legislation implementing the IGA.

In order to comply with its FATCA obligations, from 1 July 2014, the Fund may be required to obtain certain information from its investors so as to ascertain their U.S. tax status. If the investor is a Specified U.S. Person under the provisions of FATCA, U.S. owned non-U.S. entity, non-participating FFI or does not provide the requisite documentation, the Fund will need to report information on these investors to the Inland Revenue Authority of Singapore, in accordance with applicable laws and regulations, which will in turn report this to the IRS.

Distributors and Holders should note that it is the existing policy of the Managers that Units are not being offered or sold for the account of U.S. Persons for the purposes of FATCA and that subsequent transfers of Units to such U.S. Persons are prohibited. If Units are beneficially owned by such U.S.

Person, the Managers (in consultation with the Trustee) may compulsorily redeem such Units. Holders should note that under the FATCA legislation, the definition of “Specified U.S. Persons” will include a wider range of investors than the current U.S. Person definition.

Data Protection

For the purposes of, and subject to the provisions in, the Personal Data Protection Act of Singapore (“**PDPA**”) and its regulations, each investor consents and acknowledges that all personal data of the investor provided to the Fund, the Managers, the Trustee or any delegate, agent or distributor appointed by the Managers or Trustee (including but not limited to the administrator, custodian, sub-custodians, registrar and any other third party service provider which may be appointed), may be collected, used, disclosed or otherwise processed to enable each of the aforesaid entities to carry out their respective duties and obligations, or to enforce their respective rights and remedies, in connection with any investment by the investor into the Fund or any law applicable to the respective parties.

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

All enquiries in relation to the Fund should be directed to the Managers, Phillip Capital Management (S) Ltd, or any agent or distributor appointed by the Managers.

PHILLIP TREASURY FUND

Directory

Managers

Phillip Capital Management (S) Ltd
(Company Registration No. 199905233W)
250 North Bridge Road
#06-00 Raffles City Tower
Singapore 179101

Directors of the Managers

Lim Hua Min
Loh Hoon Sun
Jeffrey Lee Chay Khiong
Linus Lim Wen Sheong
Lee Ken Hoon

Trustee

BNP Paribas Trust Services Singapore Limited
(Company Registration No. 200800851W)
20 Collyer Quay
#01-01
Singapore 049319

Registrar

BNP Paribas Trust Services Singapore Limited
20 Collyer Quay
#01-01
Singapore 049319

Custodian

BNP Paribas Securities Services (Singapore Branch)
(Company Registration No. T08FC7287D)
20 Collyer Quay
#01-01
Singapore 049319

Auditors

KPMG LLP
16 Raffles Quay
#22-00 Hong Leong Building
Singapore 048581

Solicitors to the Managers

Chan & Goh LLP
50 Craig Road
#03-01
Singapore 089688

Solicitors to the Trustee

Rodyk & Davidson LLP
80 Raffles Place, #33-00
UOB Plaza I
Singapore 048624

PHILLIP TREASURY FUND

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PHILLIP TREASURY FUND

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

1. Basic Information

1.1 Phillip Treasury Fund

The Fund is an umbrella fund constituted in Singapore currently with 1 sub-fund established under it (the "**Sub-Fund**"). An umbrella fund is a collection of sub-funds under a single umbrella trust fund structure with each sub-fund having a separate investment objective and focus.

Currently, the Managers are offering 1 Sub-Fund, namely the Phillip US Dollar Money Market Fund, for subscription. In the future, the Managers could add new sub-funds with different investment objectives to the Fund. The main aim of such a structure is to reduce operational costs and provide facilities like inter sub-fund switching.

1.2 Date of Registration and Expiry Date of Prospectus

The date of registration of this Prospectus with the Authority is 31 March 2015. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 30 March 2016) and shall expire on 31 March 2016.

1.3 Trust Deed

- 1.3.1 The deed of trust relating to the interests being offered for subscription or purchase is dated 17 February 2009 (the "**Trust Deed**") and has been amended by a First Amended and Restated Deed dated 17 February 2010, a Second Amended and Restated Deed dated 17 February 2011, a Third Amended and Restated Deed dated 30 September 2011, a Fourth Amended and Restated Deed dated 28 September 2012, a Fifth Amended and Restated Deed dated 27 September 2013, a Sixth Amended and Restated Deed dated 26 September 2014 and a Seventh Amended and Restated Deed dated 31 March 2015. The Trust Deed as amended by the First Amended and Restated Deed, the Second Amended and Restated Deed, the Third Amended and Restated Deed, the Fourth Amended and Restated Deed, the Fifth Amended and Restated Deed, the Sixth Amended and Restated Deed and the Seventh Amended and Restated Deed shall hereafter be collectively referred to as the "**Deed**".
- 1.3.2 The parties to the Deed are Phillip Capital Management (S) Ltd, as the managers (the "**Managers**") and BNP Paribas Trust Services Singapore Limited, as the trustee (the "**Trustee**").
- 1.3.3 The terms and conditions of the Deed shall be binding on each unitholder (together the "**Holders**" and each a "**Holder**") and persons claiming through such Holder as if such Holder had been a party to the Deed and as if the Deed contained covenants on

such Holder to observe and be bound by the provisions of the Deed and an authorisation by each Holder to do all such acts and things as the Deed may require the Managers and/or the Trustee to do.

- 1.3.4 A copy of the Deed shall be made available for inspection free of charge, at all times during usual business hours at the registered address of the Managers at 250 North Bridge Road, #06-00, Raffles City Tower, Singapore 179101 and will be supplied by the Managers to any person upon request at a charge of SGD20 per copy of the document (or such other amount as the Trustee and the Managers may from time to time agree in writing).

1.4 Accounts and Reports

Copies of the latest annual and semi-annual accounts, the auditor's report on the annual accounts and the annual and semi-annual reports relating to the Sub-Funds, when available, may be obtained from the Managers upon request at 250 North Bridge Road, #06-00 Raffles City Tower, Singapore 179101.

2. The Managers

- 2.1 The Managers of the Fund are Phillip Capital Management (S) Ltd, whose registered office is at 250 North Bridge Road, #06-00 Raffles City Tower, Singapore 179101. The Managers are regulated in Singapore by the Authority.

The Managers hold a capital markets services licence granted by the Authority, and provide fund management and investment advisory services to both institutional and retail clients. The Managers are a member of PhillipCapital, an integrated financial services group established in 1975 ("**Group**"), providing a comprehensive range of financial services to retail and institutional customers. Today, the Group is firmly established in the financial hubs of Singapore, United Kingdom, U.S., France, Japan, China, Hong Kong (SAR), Malaysia, Thailand, Indonesia, Sri Lanka, Turkey and Australia.

The Managers have been managing collective investment schemes and/or discretionary funds in Singapore since 2000. In November 2003, the Managers acquired the Govett Global Brands Fund and Govett Asia Pacific Growth Fund and renamed them Phillip Global Brands Fund and Phillip Asia Pacific Growth Fund respectively (Phillip Global Brands Fund was subsequently terminated). The investment funds managed by the Managers include the following: Phillip Asia Pacific Growth Fund, Phillip Money Market Fund, Phillip Income Fund, Pi-5 Global Portfolio, Pi-7 Global Portfolio, Global Opportunities Fund, Phillip Singapore Real Estate Income Fund and Lighthouse Strategic Balanced Growth Fund.

The Managers have a team of committed and experienced fund managers whose investment decisions are executed after in-depth research and analysis. In addition, the Managers have an established track record managing funds investing in the Asia Pacific region and globally, having won several fund awards from Standard & Poor's and Lipper since 2004. The Managers were awarded Best Equity Fund Group over 3 years at the Edge-Lipper Singapore Funds Awards held in 2005 and 2006.

Phillip Asia Pacific Growth Fund was the winner of several Standard & Poor's Fund Awards Singapore: Equity Asia-Pacific – 3 years Category for 2004, 2005 and 2006 and was also the winner of Equity Asia-Pacific – 5 years Category for 2004, 2005, 2006 and 2007. Phillip Asia-Pacific Growth Fund also won various awards from the Edge-Lipper Singapore Fund Awards, including Best Fund over One Year – Equity Asia Pacific in 2005, Best Fund over Five Years -

Equity Asia Pacific in 2005 and 2006, and Best Fund over Ten Years - Equity Asia Pacific in 2010.

Investors should note that past performance of the Managers or the funds mentioned above are not necessarily indicative of the future performance of the Managers or the funds.

2.2 Directors and Key Executives of the Managers

The directors of the Managers are as follows:-

Lim Hua Min

Hua Min is Chairman of PhillipCapital Group and director of Phillip Capital Management (S) Ltd. He previously held senior positions in the Stock Exchange of Singapore and the Securities Research Institute. He has served on a number of committees and sub-committees of the Stock Exchange of Singapore. In 1997, he was appointed Chairman of the Stock Exchange of Singapore (SES) Review Committee, which is responsible for devising a conceptual framework to make Singapore's capital markets more globalised, competitive and robust. Hua Min holds a Bachelor of Science Degree (Honours) in Chemical Engineering from the University of Surrey and obtained a Master's Degree in Operations Research and Management Studies from Imperial College, University of London.

Loh Hoon Sun

Hoon Sun is a director of Phillip Capital Management (S) Ltd and is also Managing Director of Phillip Securities Pte Ltd since 1990. Previously (1977 – 1990), he held a number of senior positions in Overseas Union Bank (OUB) and was for many years Executive Vice President and Head of OUB's treasury, investment banking (including fund management and unit trusts) and stockbroking services. He had served as Chairman of the Gold Exchange of Singapore, Board Member of the Singapore International Monetary Exchange and the Stock Exchange of Singapore and Member of the Securities Industry Council. He is a Past President (Singapore Division) of CPA Australia and also sits on the Council of the Institute of Certified Public Accountants of Singapore. Hoon Sun holds a Bachelor of Economics (Honours) from the University of Queensland.

Jeffrey Lee Chay Khiong

Jeffrey is Managing Director and Chief Investment Officer of Phillip Capital Management (S) Ltd. His prior positions include Director of Investment at AIB Govett (Asia) Ltd and senior investment manager positions at DBS Bank and Mitsubishi Corporation Group. Additionally, he has previously served on the boards of a number of companies within DBS Bank and PhillipCapital, as well as several venture capital investment companies. Jeffrey's fund management experience spans several investment cycles. His track record includes a number of highly rated unit trusts in the Asia Pacific and Global Funds category. A Chartered Financial Analyst (CFA) since 1990, he obtained his Bachelor's (Honours) degree in Chemical Engineering in 1985.

Linus Lim Wen Sheong

Linus is a director and Co-Chief Investment Officer at Phillip Capital Management (S) Ltd. Linus focuses on product development as well as investment strategy. He has been with PhillipCapital Group since 2001 where he has been involved in equity research as well as corporate finance both in Singapore and the UK. Prior to PhillipCapital, he was at the Investments business of Citibank Asia Pacific. Linus is a graduate from the London School of Economics and also holds an MBA from the Anderson school of Management at UCLA.

Lee Ken Hoon

Ken Hoon is director and Chief Operating Officer of Phillip Capital Management (S) Ltd. She has been with PhillipCapital Group since 2008 and has more than 20 years of experience in audit and the financial services industry. Prior to joining PhillipCapital she worked in local and foreign financial institutions and has extensive experience in finance, middle office and back office operations. Ken Hoon graduated with a degree in Accountancy from the National University of Singapore and is a Chartered Accountant of Singapore.

The key executive of the Managers in respect of the Fund is as follows:-

Sabrina Loh Yang Nee

Sabrina Loh is Director of Fixed Income at Phillip Capital Management Ltd. She joined the company in 2005. She is responsible for managing all money market and fixed income funds as well as balanced portfolios. Her other key responsibilities include the development, launch and management of unit trust funds and private clients' mandates. She began her career with DBS Asset Management and later joined Insurance Corporation of Singapore in 1995. At the Insurance Corporation of Singapore, her role involved treasury and finance functions. She later joined its investment department as senior investment executive involved in managing insurance funds of more than \$1 billion. Prior to Phillip Capital Management, she spent three years with Aviva Insurance Group's Navigator Investment Services and was involved in launching the company's unit trusts distribution business. Sabrina obtained a Bachelor of Commerce (Double majors in Economics and Finance) from Curtin University of Technology, Australia.

3. The Trustee, the Custodian and the Administrator

The Trustee

The Trustee of the Fund is BNP Paribas Trust Services Singapore Limited whose registered address is at 20 Collyer Quay, #01-01, Singapore 049319. The Trustee is regulated in Singapore by the Authority.

The Custodian

The Custodian of the Fund is BNP Paribas Securities Services, operating through its Singapore Branch, with its registered address at 20 Collyer Quay, #01-01, Singapore 049319. The Custodian is a global custodian with direct market access in certain jurisdictions and for other markets it engages selected sub-custodians. In respect of its sub-custodians, the Custodian operates a selection and on-going monitoring program based on defined criteria which include financial strength, reputation, and breadth and quality of services provided, such as communication capabilities, settlement, safekeeping, corporate action notification and processing, dividend collection and payment, client service delivery, market information management, asset segregation and business continuity planning. The Custodian is regulated in Singapore by the Authority.

The Administrator

The Administrator of the Fund is BNP Paribas Securities Services, operating through its Singapore Branch, with its registered address at 20 Collyer Quay, #01-01, Singapore 049319.

4. The Register of Holders

The register of Holders in respect of each Sub-Fund (each, a "**Register**") is kept and maintained at the office of BNP Paribas Trust Services Singapore Limited (the "**Registrar**") at

20 Collyer Quay, #01-01, Singapore 049319 and is accessible to the public during normal business hours. Each Register is conclusive evidence of the number of units ("**Units**") in the Sub-Fund, or Class thereof, held by each Holder and the details in each Register shall prevail in the event of any discrepancy between the entries in each Register and the details appearing on any statement of holding, unless the Holder proves to the satisfaction of the Managers and the Trustee that such Register is incorrect.

5. The Auditors

The auditors of the Fund are KPMG LLP of 16 Raffles Quay, #22-00 Hong Leong Building, Singapore 048581 (the "**Auditors**").

6. Fund Structure

The Fund is a Singapore authorised umbrella unit trust which presently comprises the Phillip US Dollar Money Market Fund.

The Sub-Fund is classified as an Excluded Investment Product (as defined under Annex 1 of the MAS Notice on the Sale of Investment Products, as may be amended from time to time).

Classes of Units

The Managers may establish Classes of Units within the Sub-Fund. Different Classes within the Sub-Fund have different features. Where a new Class is established, the Managers may at their discretion re-designate any existing Class as long as there is no prejudice to existing Holders of such Class.

Currently, the Managers are offering 2 Classes of Units in the Sub-Fund, namely Class A Units and Class I Units. Class A Units are offered to investors who invest less than USD500,000 and Class I Units are offered to investors who invest USD500,000 and above. Both Classes will constitute the Sub-Fund and are not separate sub-funds. Any expense, income and/or gain which is attributable to a particular Class shall be deducted from or added to (as the case may be) the value of the Sub-Fund which is attributable to that Class.

The Sub-Fund will issue Units denominated in USD and the assets of the Sub-Fund will be valued in USD.

"**SGD**" means the lawful currency of Singapore.

"**USD**" or "**US Dollars**" means the lawful currency of the United States of America.

7. Investment Objective, Focus and Approach

7.1 Phillip US Dollar Money Market Fund

The investment objective of the Phillip US Dollar Money Market Fund is to provide liquidity and manage risk while looking to provide a return which is comparable to that of USD short-term deposits.

This Sub-Fund will invest in high quality short-term money market instruments and debt securities. Some of the investments may include government and corporate bonds, commercial bills and deposits with financial institutions. The Money Market Funds Investment Guidelines in Appendix 1 will apply to this Sub-Fund.

Subject to the provisions of the Code¹, the Managers may also invest the deposited property of the Sub-Fund into a maximum of 3 money market funds which are authorised or recognised by the Authority and which are also classified as Excluded Investment Products, including money market funds managed by the Managers during such time or times and on such terms as the Managers think fit in accordance with the investment objective and focus of the Sub-Fund. Up to 10% of the net asset value of the Sub-Fund may be invested into each money market fund. The management fees charged by the money market funds managed by the Managers will be rebated to the Sub-Fund, as may be agreed between the Managers and the Trustee.

The Managers may only use financial derivative instruments (“**FDIs**”) for such purposes as may be permitted under the Code and subject to compliance with the limits and/or restrictions (if any) applicable to Excluded Investment Products. For the avoidance of doubt, the global exposure limit of 100% of the Sub-Fund’s net asset value to FDIs, computed on a commitment approach, shall apply to the notional value of such FDIs and the Sub-Fund will at all times comply with the investment limits set out in Appendix 2 for Money Market Funds.

7.2 Authorised Investments

The authorised investments (“**Authorised Investments**”) of the Fund include:

- (i) any Quoted Investment²;
- (ii) any Investment³ in respect of which application for listing or for permission to deal has been made to a Recognised Stock Exchange⁴ 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 Managers and the Trustee) or in respect of which the Managers are satisfied that the subscriptions or other transactions will be cancelled if the application is refused;
- (iii) any Unquoted Investment⁵;
- (iv) any Investment denominated in any currency;
- (v) in the case of a Central Provident Fund Investment Scheme (“**CPFIS**”) included fund, any Investment for the time being included by the relevant authority for the purposes of unit trust schemes included as CPFIS included funds under the CPFIS Regulations;

¹ “**Code**” means the Code on Collective Investment Schemes issued by the Authority as may be modified, amended, supplemented, re-enacted or reconstituted from time to time.

² “**Quoted Investment**” means any Investment which is quoted or listed or in respect of which permission to deal is effective on any Recognised Stock Exchange.

³ “**Investment**” means any Permissible Investment, including any share, stock, bond, note, debenture, debenture stock, unit or sub-unit in any unit trust scheme, participation in a mutual fund, other interests in collective investment schemes, warrant or other stock purchase right, futures, option, index option, loan convertible into security, loan stock, certificate of deposit, banker’s acceptance, bill of exchange, bank bill, commercial paper, promissory note, treasury bill or any other fixed or floating rate debt instrument, money market instrument, index and forward currency exchange contract, swap, cap, collar, floor, sale and repurchase transaction and other derivative or financial transaction or instrument or any other security which may be selected by the Managers for the purpose of investment of the deposited property of any Sub-Fund or which may for the time being form part thereof.

⁴ “**Recognised Stock Exchange**” means any stock exchange or over-the-counter market or other market of sufficient repute in any part of the world as may be approved by the Managers and the Trustee and includes, in relation to any particular Authorised Investment, any responsible firm, corporation or association in any part of the world which deals in the Authorised Investment as to be expected generally to provide in the opinion of the Managers a satisfactory market for such Authorised Investment.

⁵ “**Unquoted Investment**” means any Investment which is not quoted, listed or dealt in on any Recognised Stock Exchange.

⁶ “**Permissible Investment**” means such investment as may be permitted to be made by the Sub-Funds under the Code.

- (vi) the currency of any country or any contract for the spot purchase or sale of any such currency or any foreign exchange transaction or any forward contract of such currency; and
- (vii) any other Investment not covered by paragraphs (i) to (vi) of this definition but selected by the Managers for investment of the deposited property of the Sub-Fund and approved in writing by the Trustee,

Provided that each of such Authorised Investments shall (1) be a Permissible Investment⁶ under the Code (2) be an eligible asset under the list of products as set out under Annex 1 of the MAS Notice on the Sale of Investment Products.

8. Fees and Charges

8.1 Phillip US Dollar Money Market Fund

Charges and Fees Payable by Holder	
Subscription Fee	Currently nil. Maximum 5%.
Realisation Fee	Currently nil. Maximum 5%.
Switching Fee*	Currently up to 1%, subject to a minimum of USD25.

Fees payable by Sub-Fund to Managers and Trustee		
	Class A Units	Class I Units
Annual management fee	Currently 0.4%. Maximum 2%.	Currently 0.25%. Maximum 1%.
Annual trustee fee	Currently up to 0.065%. Maximum 0.20%.	

* Please refer to the Switching Clause in paragraph 13 for more details on the Switching Fee.

In the event that the Sub-Fund invests into underlying money market funds, the Sub-Fund will bear the preliminary charge, realisation charge and switching fee (if any), which may be charged by the underlying money market funds invested into.

Investors should note that subscriptions for Units through any distributor appointed by the Managers may incur additional fees and charges. Investors are advised to check with the relevant distributor if such additional fees and charges are imposed by the distributor. The Managers may share their fees with any distributor appointed by the Managers.

As required by the Code, all marketing, promotional and advertising expenses in relation to the Sub-Fund will be borne by the Managers and not debited from the deposited property of the Sub-Fund.

9. Risks

9.1 General risks

Investors should consider and satisfy themselves as to the risks of investing in the Sub-Fund. It should be noted that investments in the Sub-Fund may not be appropriate for all investors and should be viewed by a prospective investor as a medium or long-term investment. Generally, some of the risk factors that should be considered by investors are political, regulation and reporting, currency, market, liquidity, settlement, custodial and foreign investment risks.

Prospective investors should be aware that the value of Units and the returns derived from them can fluctuate and can go down as well as up and that investors may not get back their original investment. There can be no assurance that the Fund or the Sub-Fund will achieve its investment objectives or that investors will get back their original investment. Past performance should not be construed as an indication of the future results of an investment in the Units.

An investment in the Sub-Fund is meant to produce returns over the long-term. Investors should not expect to obtain short-term gains from such investment.

9.2 Specific risks

9.2.1 Political and Repatriation Risks

Investments by the Managers in certain countries included in the investment universe of the Sub-Fund may be adversely affected by requirements for approvals, which may be delayed or denied, by restrictions on investment and repatriation of investment proceeds, and by changes in government policies, regulation, and taxation.

9.2.2 Regulation and Reporting Risks

Government regulation and supervision of stock markets, brokers and listed enterprises in certain of the countries included in the investment universe of the Sub-Fund may not be as extensive as those in the countries of the world's leading stock markets. In addition, accounting, auditing and financial reporting standards, practices and disclosure requirements in such countries are not comparable to those applicable to companies quoted on the world's leading stock markets.

9.2.3 Currency/Foreign Exchange Risks

Investments by the Sub-Fund may be made in a variety of currencies, whereas the net asset value of the Sub-Fund at any time will be computed in its respective base currencies. Accordingly, the value of the Sub-Fund may be affected favourably or unfavourably by currency exchange rates and exchange control regulations, although the Managers may seek to minimize exposure to currency fluctuation to the extent practicable. The Managers may from time to time employ currency hedging techniques to manage the impact of the exchange rate fluctuations on the Sub-Fund. The Managers reserve the discretion to determine if currency exposure should be hedged actively, passively or not at all, in the best interest of the Sub-Funds.

Where the Sub-Fund is not denominated in SGD, investors will be exposed to exchange rate risk. The Sub-Fund will be denominated in USD and the exchange risk

of converting USD to SGD is always present if an investor uses SGD as his base currency.

9.2.4 Market and Liquidity Risks

Trading volumes in stock markets of certain countries included in the investment universe of the Sub-Fund can be significantly lower than on the world's leading stock markets and settlement and custody practices in such markets may not be comparable to those of the world's leading stock markets, which may result in fluctuations in the price of Units in the Sub-Fund. Also, liquidity may be less than the world's leading stock markets, resulting in the possibility of delays in the acquisition and disposal of some investments or settlement of such transactions at unfavourable prices.

9.2.5 Economic, Political and Interest Rates Risks

Prices of securities may go up or come down in response to changes in economic conditions, political conditions, interest rates and the market's perception of securities which in turn may cause the price of Units in the Sub-Fund to rise or fall.

9.2.6 Default Risks

In the event that the Sub-Fund invests in debt obligations of governments and companies, the Sub-Fund will seek to limit such risks by investing in short-term, high quality securities but there can be no assurance that the Sub-Fund may not invest in securities with respect to which the governments or companies subsequently default. Adverse changes in the country or company may cause the Sub-Fund to suffer a loss of interest or principal on any of its holdings of such debt. The government entity or company that controls the servicing of debt obligations may be unwilling or unable to repay the obligations in accordance with their terms.

9.2.7 Settlement Risks

The Managers may be exposed to a credit risk on parties with whom it trades in certain countries included in the investment universe of the Sub-Fund. There may be no guarantee of the operation or performance of settlement, clearing and registration of transactions in these countries and where organised securities markets and banking and telecommunications systems are underdeveloped, concerns inevitably arise in relation to settlement, clearing and registration of transactions in securities where these are acquired other than as direct investments. Furthermore, due to local postal and banking systems in these countries, there may be no guarantee that all investments by the Sub-Fund in securities, including those related to dividends, may be realised.

9.2.8 Foreign Investment Risks

While the Sub-Fund may invest in markets which provide for the freedom of nationalisation and expropriation, such freedom may be curtailed unexpectedly upon a change of government or when such nationalisation or expropriation is deemed to be in the public interest. The Sub-Fund may seek, whenever such freedom is curtailed, to obtain adequate compensation.

9.2.9 Derivatives Risks

Use of FDIs

Subject to the provisions of the Code and the limits and/or restrictions (if any) applicable to Excluded Investment Products, the Managers may use FDIs solely for the purposes of hedging existing positions in a portfolio and/or efficient portfolio management and such FDIs are not used to gear the overall portfolio.

Types of FDIs

The FDIs which may be used by the Sub-Fund include, but are not limited to futures, options, warrants, forwards, contract for differences, extended settlement contracts, swaps or swap options. The Sub-Fund will not have exposure to commodities through financial derivatives.

Risks Associated with the Use of FDIs

The use of these FDIs involves increased risk. The Sub-Fund's ability to use such instruments successfully depends on the Managers' ability to accurately predict movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets. If the Managers' predictions are wrong, or if the FDIs do not work as anticipated, the Sub-Fund could suffer greater losses than if the Sub-Fund had not used such FDIs. If the Sub-Fund invests in over-the-counter derivatives, there is increased risk that a counterparty may fail to honour its contract.

In addition to the inherent risks of investing in FDIs, the Sub-Fund will also be exposed to credit risk on other FDIs that are not traded on a recognised market. Such instruments are not afforded the same protection as may be afforded to participants trading futures or options on organised exchanges, such as the performance guarantee of an exchange clearing house. The Sub-Fund might be subject to the possibility of the insolvency, bankruptcy or default of a counterparty with which the Sub-Fund trades, which could result in substantial losses to the Sub-Fund. The volatility of securities is not constant. For example, changes in volatility may impact on the value of certain options, especially for out-of-the-money options. Volatility also tends to be mean reverting. When volatility reaches a very high level, it is more likely to decline than to rise. Conversely, when volatility reaches a very low level it is more likely to rise than to decline.

Investments in derivatives may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Sub-Fund's investments may be liquidated at a loss. Therefore it is essential that such investments in derivatives are monitored closely.

Exposure to FDIs

The Managers confirm that the global exposure of the Sub-Fund to FDIs or embedded FDIs will not exceed 100% of the net asset value of that Sub-Fund at any time. The global exposure relating to derivative instruments is calculated using the commitment approach. The global exposure of the Sub-Fund is calculated as the sum of:

- (a) the absolute value of the exposure of each individual financial derivative not involved in netting or hedging arrangements;

- (b) the absolute value of the net exposure of each individual financial derivative after netting or hedging arrangements; and
- (c) the sum of the values of cash collateral received pursuant to:
 - (i) the reduction of exposure to counterparties of OTC financial derivatives; and
 - (ii) efficient portfolio management (“EPM”) techniques relating to securities lending and repurchase transactions,and that are reinvested.

Risk Management Process and Compliance Controls

In the event the Managers use FDIs, they are of the view that they have the necessary expertise to control and manage the use of FDIs. Investments in FDIs would normally be monitored and controlled by the Managers with regular marked-to-market valuations, careful research prior to investment and compliance monitoring to ensure careful compliance with the investment objectives, focus and approach (paragraph 7 of this Prospectus) and investment restrictions of the Sub-Fund (paragraph 20.6 of this Prospectus).

The Managers have set up a formal risk management process, to facilitate compliance with good practice with regard to the use of FDIs. This process consists of:

- (a) an appropriate supervisory structure;
- (b) an independent framework of internal controls, varying according to the complexity and sophistication of the derivative strategies; and
- (c) a process of approving the use of new instruments and strategies.

The Managers will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented and that they have the necessary expertise to control and manage the risks relating to the use of FDIs and have in place systems to monitor the derivative positions for the Sub-Fund.

The above should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in the Sub-Fund. Potential investors should be aware that an investment in the Sub-Fund may be exposed to other risks of an exceptional nature from time to time.

10. Subscription of Units

10.1 Subscription procedure

Applications for any Class of Units of the Sub-Fund may be made on the application form which may be obtained from the Managers or through any agent or distributor appointed by the Managers or via the Internet, if applicable. Investors may pay for Units with cash or Supplementary Retirement Scheme (“SRS”) monies.

Investors wishing to use their SRS monies to purchase Units shall indicate so on the application form. Further, the application form contains the investor’s instructions to the SRS operator bank to withdraw from the investor’s SRS account the purchase monies in respect of the Units applied for.

An investor shall pay the subscription monies in US Dollars.

10.2 Minimum Initial Subscription Amount and Minimum Subsequent Subscription Amount

The minimum initial subscription amount for Class A Units is USD500 and the minimum initial subscription amount for Class I Units is USD500,000. The minimum subsequent subscription amount is USD100. The Managers may, at their discretion, waive or vary the minimum initial investment and the minimum monthly investment amounts.

10.3 Dealing deadline and pricing basis

As Units are issued on a historical pricing basis, the issue price of Units shall be ascertainable at the time of application. The issue price of the Units of the Sub-Fund will be determined at the close of business on the calendar day immediately preceding the date of the issue of the Units (or if such calendar day is not a Business Day⁷, at 6 p.m. Singapore time on such day or such other time as may be determined by the Managers with the approval of the Trustee).

In buying Units, applicants pay a fixed amount of money e.g., USD500, which will buy the applicant the number of Units obtained from dividing that sum (net of the Subscription Fee, if any) by the ascertained Issue Price. The dealing cut-off time is 3.30 p.m. Singapore time on a Dealing Day⁸. Units in respect of applications received and accepted by the Managers before 3.30 p.m. Singapore time on a Dealing Day will be issued at that Dealing Day's issue price. Applications received after 3.30 p.m. or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

The issue price per Unit of each Class of the Sub-Fund on each Dealing Day shall be an amount equal to the net asset value per Unit of such Class of the Sub-Fund as provided for in Clause 10(C) of the Deed as at the Valuation Point⁹ in relation to such Dealing Day. The Managers may, subject to the prior approval of the Trustee, change the method of determining the Issue Price as provided in Clause 11(B) of the Deed, and the Trustee shall determine if the Holders should be informed of such changes.

The net asset value of each Class of the Sub-Fund shall be calculated by valuing the assets of each Class of the Sub-Fund in accordance with the valuation provisions as provided in paragraph 20.8 of this Prospectus. The resultant sum shall be divided by the number of Units of such Class of Units of the Sub-Fund in issue or deemed to be in issue immediately prior to the relevant Dealing Day, and the resultant amount (calculated up to five decimal places and truncated at four decimal places or such other number of decimal places or by such other truncation or rounding method as the Managers may from time to time determine with the

⁷ "**Business Day**" means any day (other than a Saturday, Sunday or 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.

⁸ "**Dealing Day**", in connection with the issuance, cancellation and realisation of Units of a particular Sub-Fund, means every Business Day or such other Business Day or Business Days, or such other day or days at such intervals as the Managers may from time to time determine Provided That reasonable notice of any such determination shall be given by the Managers to all Holders at such time and in such manner as the Trustee may approve. If on any day which would otherwise be a Dealing Day in relation to Units of any particular Sub-Fund the recognised stock exchange on which Investments or other property comprised in, and having in aggregate values amounting to at least 50% of the net asset value (as at the immediately preceding Valuation Point) of, the Sub-Fund to which Units of that Sub-Fund relate 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 in relation to Units of that Sub-Fund.

⁹ "**Valuation Point**" (a) in relation to a non Money Market Fund means such time(s) on a Valuation Day as the Managers with the prior approval of the Trustee from time to time determine and the Managers shall notify the Holders of such change if required by the Trustee; and (b) in relation to the Phillip US Dollar Money Market Fund, means such time(s) on the calendar day immediately preceding that Dealing Day or such other times(s) on such other day(s) (or if such calendar day is not a Business Day, at 6 p.m. Singapore time on such day or such other time as may be determined by the Managers with the approval of the Trustee), and the Managers shall notify the Holders of such change if required by the Trustee.

approval of the Trustee) shall be the net asset value of a Unit of the Class of the Sub-Fund on such Dealing Day.

10.4 Numerical examples of how Units are allotted:

Class A Units

The number of Units you receive with an investment of USD500, based on a notional issue price of USD1.0000, will be calculated as follows:

e.g	USD500	÷	USD1.0000	=	500 Units
	Your Investment		Issue price		No. of Units you will receive

Class I Units

The number of Units you receive with an investment of USD500,000, based on a notional issue price of USD1.0000, will be calculated as follows:

e.g	USD500,000	÷	USD1.0000	=	500,000 Units
	Your Investment		Issue price		No. of Units you will receive

No Subscription Fee is currently imposed for this Sub-Fund.

The above examples are not an indication of the future or likely performance or issue price of the Sub-Fund. The value of Units and the resultant income from them may go down as well as up. Investors should read this Prospectus carefully and consult their professional advisers if necessary before investing.

10.5 Confirmation of purchase

A confirmation note detailing your investment amount and the number of Units in the Sub-Fund allocated to you will be sent to you within 7 Business Days from the date of issue of Units for cash applications and within 14 Business Days for SRS applications.

10.6 Cancellation of initial subscription by investors

Investors shall, subject to Clause 14 of the Deed and to the cancellation terms and conditions attached to the application form, have the right to cancel their purchase of Units in the Sub-Fund within 7 calendar days from the date of subscription or purchase of Units (or such longer period as may be agreed between the Managers and the Trustee or such other period as may be prescribed by the Authority) by providing notice in writing to the Managers or their authorised agent or distributor. Full details of the provisions relating to the cancellation of Units may be found in the terms and conditions for cancellation of Units attached to the application form for the subscription of Units in the Sub-Fund.

10.7 Return of Contributions

Notwithstanding receipt of the application forms, the Managers shall retain the absolute discretion to accept or reject any application for Units in accordance with the provisions of the Deed. In the event that an application for Units is rejected by the Managers, the subscription monies shall be refunded (without interest) to the investor within a reasonable time in such manner as the Managers or their relevant authorized agent or distributor shall determine.

11. Regular Savings Plan

For investors who wish to participate in the regular savings plan scheme (“RSP”), the minimum initial investment is USD500 (for Class A Units) and USD500,000 (for Class I Units); thereafter the minimum monthly investment is USD100 (for both Classes). The Managers may, at their discretion, waive or vary the minimum initial investment and the minimum monthly investment amounts.

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

Holders must complete a Direct Debit Authorisation (“DDA”) Form authorising the payment for the RSP and submit the DDA Form together with the application form.

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

Payment for the RSP will be debited from the Holders' bank account or SRS Account (as the case may be) on the 4th calendar day (or next Business Day if that day is not a Business Day) of each month and Units will be allotted within 2 Business Days after payment has been debited.

In the event that the debit is unsuccessful, no investment will be made for that month unless otherwise advised by the Holders. After 2 consecutive unsuccessful debits, the RSP will be terminated and no notification of such termination will be sent to the relevant Holders.

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

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

The Managers reserve the right to terminate or suspend the RSP at any time in its absolute discretion by giving prior notice to the affected Holders. The Managers shall not assume any liability for any losses attributable pursuant to the termination or suspension of the RSP.

12. Realisation of Units

12.1 Realisation procedure

A Holder (or in the case of Joint-All Holders both the Joint-All Holders and in the case of Joint-Alternate Holders, any one of two Joint-Alternate Holders) may at any time during the life of the Sub-Fund make a request in writing duly signed by him or otherwise (a "**Realisation Request**") for the realisation of all Units or any number of Units not less than 100 held by him or them of the Class of the Sub-Fund. The Realisation Request must specify the number of the Units of the relevant Class of the Sub-Fund to be realised.

With a view to protecting the interest of all Holders, the Managers may, with the approval of the Trustee and in accordance with Clause 15(G)(i) of the Deed, limit the total number of Units in relation to the Sub-Fund which Holders may realise to 10% of the total number of Units then in issue, such limitation to be applied *pro rata* to all Holders in relation to such Sub-Fund who have validly requested realisations on the relevant Dealing Date.

12.2 Minimum holding and minimum realisation amount

Holders may realise their Units in any Class of the Sub-Fund in full or partially. Partial realisation of Units in any Class of the Sub-Fund must be of at least 100 Units, subject to a

minimum holding of (i) 500 Units for Class A Units; and (ii) 500,000 Units for Class I Units or such other number of Units as the Managers may from time to time prescribe and subject to the Managers' sole discretion upon giving prior notice to the Trustee. Units realised may at the option of the Managers be subject to a Realisation Fee¹⁰. However, the Managers are currently not imposing a Realisation Fee.

12.3 Dealing deadline and pricing basis

Holders may realise their Units of a Class of the Sub-Fund on any Dealing Day. Units in respect of realisation forms received and accepted by the Managers by 3.30 p.m. Singapore time on a Dealing Day shall be realised on historical pricing basis at the realisation price determined at the close of business on the calendar day immediately preceding the date of the redemption of the Units (or if such calendar day is not a Business Day, at 6 p.m. Singapore time on such day or such other time as may be determined by the Managers with the approval of the Trustee). Realisation forms received after 3.30 p.m. or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

The realisation price per Unit of each Class of the Sub-Fund on each Dealing Day shall be an amount equal to the net asset value per Unit of such Class of the Sub-Fund (as provided for in Clause 10(C) of the Deed) as at the Valuation Point in relation to such Dealing Day, such amount to be (calculated up to five decimal places and truncated at four decimal places or such other number of decimal places or by such other truncation or rounding method as the Managers may from time to time determine with the approval of the Trustee) and taking into account the Realisation Fee, where applicable. The amount due to a Holder on the realisation of such a Unit shall be the realisation price per Unit (less any Realisation Fee, Fiscal and sale charges¹¹ and any rounding in respect thereof).

The Managers may, subject to the prior approval of the Trustee, change the method of determining the realisation price as provided in Clause 15(F) of the Deed, and the Trustee shall determine if the Holders should be informed of such change.

12.4 Numerical examples of how the amount paid to an investor is calculated

Class A Units (based on the sale of 100 Units and based on a notional realisation price of USD1.0000):

e.g.	100 Units	x	USD1.0000	=	USD100
	Your realisation request		Realisation Price		Your realisation proceeds

Class I Units (based on the sale of 500,000 Units and based on a notional realisation price of USD1.0000):

e.g.	500,000 Units	x	USD1.0000	=	USD500,000
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¹⁰ "Realisation Fee" means a charge upon the realisation of a Unit of any Sub-Fund of such amount as may from time to time be fixed by the Managers generally or in relation to any specific or class of transaction Provided That it shall not exceed 5% of the realisation price.

¹¹ "Fiscal and sale charges" means all stamp and other duties, taxes, governmental charges, brokerage, commissions, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the deposited property of the Sub-Fund or the increase of the deposited property of that Sub-Fund or the creation, issue, sale, exchange or purchase of Units or the sale or purchase of Authorised Investments or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but does not include commissions payable to agents on sales and repurchases of Units.

Your realisation request	Realisation Price	Your realisation proceeds
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The above examples are for illustration purposes only and are not an indication of the future or likely performance of the Sub-Fund. The actual realisation price will fluctuate according to the net asset value of the Sub-Fund. No Realisation Fee is imposed presently.

12.5 Payment of realisation proceeds

- (a) Realisation proceeds shall normally be directly credited or be paid by cheque usually within 4 Business Days of receipt and acceptance of the realisation form by the Managers unless the realisation of Units has been suspended in accordance with paragraph 15.
- (b) In the case of a Holder who has purchased Units with monies from his SRS Account, any monies payable to such Holder in respect of such Units shall be paid by transferring the monies to the relevant bank for credit of the Holder's SRS Account or otherwise in accordance with the provisions of any applicable law, regulations or guidelines. In the event that the SRS Account has been closed, the monies shall be paid to the investor in accordance with paragraph 12.5(c) or otherwise in accordance with any applicable law, regulations or guidelines.
- (c) In the case of a Holder who has purchased Units with cash, any monies payable to such Holder in respect of such Units will be paid by cheque sent through the post to his registered address or by telegraphic transfer to a nominated bank account.

12.6 Compulsory Realisation

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

- (i) any Holder:
 - (a) 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
 - (b) 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
- (ii) any Holder whose holdings, in the opinion of the Managers:
 - (a) may cause the Sub-Fund to lose its authorised or registered status with any regulatory authority in any jurisdiction; or
 - (b) 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
- (iii) any Holder whose holdings, in the opinion of the Managers:
 - (a) 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

- (b) 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
- (iv) any Holder who fails any anti-money laundering, anti-terrorist financing or know-your-client checks, or who is unable or unwilling to provide information and/or documentary evidence requested by the Managers for the purposes of any anti-money laundering, anti-terrorist financing or know-your-client checks.

Any compulsory realisation under this paragraph may be carried out by the Managers on any Dealing Day, without prior notice to Holders, and shall be carried out in accordance with, and at the realisation price determined under, Clause 15(F)(i) of the Deed on realisations.

13. Switching of Units

- (a) Switching between Sub-Fund and other funds

Holders may switch Units of the Sub-Fund (the "**original Sub-Fund**") with units of any other collective investment scheme or fund managed by the Managers (the "**new Fund**") in accordance with the provisions of the Deed. Application for switching of Units may be made by submitting to the Managers (or through any agent or distributor appointed by the Managers or through any other applicable sales channel) a notice ("**Conversion Notice**") in such form as the Managers may from time to time require. Switching of Units shall be at the prevailing realisation price. Any partial switching shall be subject to the Holder maintaining a minimum holding of (i) 500 Units for Class A Units; and (ii) 500,000 Units for Class I Units. The minimum holding of units of the new Fund will also need to be complied with in the event of a switch. Units switched may be subject to a Switching Fee of not more than 1% of the realisation price or such percentage as may from time to time be determined by the Managers in consultation with the Trustee (subject always to a minimum of USD25 for the Phillip US Dollar Money Market Fund). In the case where the original Sub-Fund is the Phillip US Dollar Money Market Fund and the new Fund is not a money market fund, Units switched shall be subject to an additional fee equal to the difference, if any, between the Subscription Fee imposed on the original Sub-Fund and the new Fund.

Subject as hereinafter provided, the switching of Units shall be made on the day which is both a Dealing Day in relation to Units of the original Sub-Fund and a Dealing Day in relation to Units of the new Fund ("**Common Dealing Day**") on which the Conversion Notice is received by the Managers by the Dealing Deadline on such Common Dealing Day. If a Conversion Notice is received on a day which is not a Common Dealing Day or is received after the Dealing Deadline on a Common Dealing Day, such Conversion Notice shall be treated as having been received before the Dealing Deadline on the next Common Dealing Day.

Switching of the Units of the original Sub-Fund shall be effected by the cancellation of such Units and by the issue of Units of the new Fund, such cancellation and issue taking place on the relevant Common Dealing Day, and the number of Units of the new Fund to be issued on switching shall be determined by the Managers in accordance with the provisions of the Deed.

- (b) Switching between Classes of the Phillip US Dollar Money Market Fund

Class A Units may not be switched into Class I Units of the Sub-Fund and Class I Units may not be switched into Class A Units of the Sub-Fund unless otherwise permitted by the Managers at their absolute discretion and subject to payment of such fee as may be

determined by the Managers. The switching fee shall be borne by the relevant Holder and shall accrue to the benefit of the Managers.

The Managers may at their discretion reject any application by Holders to switch their Units for units of any other collective investment scheme or fund managed by the Managers.

14. Obtaining Prices of Units

The indicative issue and realisation prices may be published in The Business Times, Bloomberg, Reuters and websites of the Fund's distributors, or such other sources as the Managers may decide upon. The actual issue and realisation prices quoted will generally be published two (2) Business Days after the relevant Dealing Day in USD.

Investors should note that the frequency of the publication of the prices is dependent on the publication policies of the publisher concerned. Save for publications of the Managers, the Managers do not accept any responsibility for any errors on the part of the publisher concerned in the prices published in the newspapers or such other publication or for any non-publication or late publication of prices by such publisher and shall incur no liability in respect of any action taken or loss suffered by investors in reliance upon such publication.

15. Suspension of Dealing

15.1 The Managers may, subject to the provisions of the Code and with the prior approval of the Trustee, suspend the issue, cancellation and realisation of Units of the Sub-Fund or Class of the Sub-Fund during:

- (i) any period when the Recognised Stock Exchange on which any Authorised Investments forming part of the deposited property (whether of any particular sub-fund or of the Fund) for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;
- (ii) the existence of any state of affairs which, in the opinion of the Managers and the Trustee might seriously prejudice the interests of the Holders (whether of any particular sub-fund or of the Fund) as a whole or of the deposited property (whether of any particular sub-fund or of the Fund);
- (iii) any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments or the current price on that Recognised Stock Exchange or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
- (iv) any period when remittance of money which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in the opinion of the Managers and the Trustee, be carried out at normal rates of exchange;
- (v) in respect of any sub-fund for which a meeting of the Holders is proposed to be convened, any 48 hours (or such longer period as the Managers and the Trustee may agree) prior to the date of any meeting of the Holders of the said Sub-Fund or Class of the Sub-Fund (or any adjourned meeting thereof);
- (vi) any period where dealing of Units is suspended pursuant to any order or direction of the Authority;

(vii) any period when the business operations of the Managers or the Trustee in relation to the operation of the Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, strikes or acts of God; or

(viii) any period as may be required under the provisions of the Code.

15.2 The Managers may also suspend the realisation of Units during any period of consultation or adjustment arising from the provisions of Clause 15(F) of the Deed.

15.3 Subject to the provisions of the Code, such suspension shall take effect forthwith upon the declaration in writing thereof by the Managers to the Trustee and the Authority and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under this paragraph 15 shall exist upon the declaration in writing thereof by the Managers.

16. Past Performance and Benchmark

16.1 The following tables show the past performance of the Sub-Fund and its benchmark as at 31 December 2014:

	1 year	3 years	5 years	Since inception*
		<--- average annual compounded returns---->		
Class A Units	0.62%	0.62%	0.64%	0.70%
1-week USD LIBOR	0.11%	0.16%	.019%	0.18%

* Inception Date: 6 May 2009

Source: 1-week USD Libor is obtained from Bloomberg.

The performance of the Sub-Fund is calculated based on single pricing basis (taking into account the subscription fee and realisation fee (which are currently nil)) and with dividends and distributions (if any) reinvested, taking into account any charges which would have been payable upon such reinvestment. Investors should note that the subscription fee may vary between distributors.

As the Class I Units of the Sub-Fund has not yet been incepted as at the date of this Prospectus, a track record of at least one year is not available.

Past performance of the Sub-Fund is not necessarily indicative of the future performance of the Sub-Fund.

16.2 Expense Ratio

The expense ratio for Class A Units of the Sub-Fund for the year as of 31 March 2014 is 0.51%.

The expense ratio of the Sub-Fund is calculated in accordance with the Investment Management Association of Singapore's guidelines on the disclosure of expense ratios (the "**IMAS Guidelines**") and based on the Sub-Fund's latest audited accounts. The following expenses, 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) interest expense;
- (c) foreign exchange gains and losses of the Sub-Fund (whether realised or unrealised);
- (d) front-end or back-end loads and other costs arising on the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising on income received (including withholding tax); and
- (f) dividends and other distributions paid to Holders.

16.3 Turnover Ratio

The turnover ratio for the Sub-Fund for the year as of 31 March 2014 is 17.41%.

The turnover ratio is calculated based on the lesser of purchases or sales expressed as a percentage of average net asset value (NAV), i.e. average daily NAV over, as far as possible, the same period used for calculating the expense ratio.

17. Soft Dollar Commissions/Arrangements

The Managers shall be entitled to and intend to receive or enter into soft-dollar commissions/arrangements in respect of the Fund. The Managers will comply with applicable regulatory and industry standards on soft-dollars. The soft-dollar commissions which the Managers may receive include 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 services in relation to the investments managed for clients. The soft dollar credits utilised are not allocated on a specific client basis. The brokers also execute trades for other funds managed by the Managers.

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

The Managers will not accept or enter into soft dollar commissions/arrangements unless such soft-dollar commissions/arrangements would, in the opinion of the Managers, be reasonably expected to assist the Managers in their management of the Fund, provided that the Managers shall ensure at all times that transactions are executed on a "best execution" basis taking into account the relevant market at the time for transactions of the kind and size concerned, and that no unnecessary trades are entered into in order to qualify for such soft-dollar commissions/arrangements.

The Managers do not, and are not entitled to, retain cash or commission rebates for their own account in respect of rebates earned when transacting in securities for account of the Fund.

18. Conflicts of Interest

The Managers may from time to time have to deal with competing or conflicting interests of the Sub-Fund with other funds managed by the Managers. For example, the Managers may make a purchase or sale decision on behalf of some or all of the other funds managed by them without making the same decision on behalf of the Sub-Fund, as a decision whether or not to make the same investment or sale for the Sub-Fund depends on factors such as the cash availability and portfolio balance of the Sub-Fund. However, the Managers will use

reasonable endeavours at all times to act fairly and in the interest of the Sub-Fund. In particular, after taking into account the availability of cash and relevant investment guidelines of the other funds managed by the Manager and the Sub-Fund, the Managers will endeavour to ensure that securities bought and sold will be allocated proportionately as far as possible among the Sub-Fund and the other funds managed by the Managers.

The Managers, their directors and related companies may invest in the Sub-Fund. In the event that a conflict of interest does arise, the Managers shall endeavour to ensure that it is resolved fairly and in the interest of Holders.

The Trustee is or may be involved in other financial, investment and professional activities which may on occasion cause conflict of interest within the management of the Sub-Fund. These include trustee and custodial and registrar services and serving as directors, officers, advisers or agents of other funds or other companies, including companies in which the Sub-Fund may invest. The Trustee will ensure that the performance of its duties will not be impaired by any such involvement that it may have. In the event that a conflict of interest does arise, the Trustee shall endeavour to ensure that it is resolved fairly and in the interest of Holders.

19. Reports

Financial year-end and distribution of reports and accounts

The financial year-end of the Sub-Fund is 31 March each year. The annual report, annual accounts and the auditor's report on the annual accounts shall be prepared in accordance with the provisions of the Code and sent or made available to Holders (whether by post or such electronic means as may be permitted under the Code) within 3 months of the financial year-end (or such other period as may be permitted by the Authority). The semi-annual report and semi-annual accounts shall be prepared in accordance with the provisions of the Code and sent or made available to Holders (whether by post or such electronic means as may be permitted under the Code) within 2 months of the financial half-year end (or such other period as may be permitted by the Authority), i.e., 30 September. In cases where the accounts and reports are available in electronic form (as permitted under the Code), Holders will receive a hardcopy letter or an email (where email addresses have been provided for correspondence purposes) informing them that the accounts and reports are available and how they may be accessed. Holders may also request for hardcopies of the accounts and reports within 1 month (or such other period as may be permitted by the Authority) from the notification of the availability of the accounts and reports. The Trustee will also make available, or cause to be made available, hardcopies of the accounts and reports to any Holder who requests for them within 2 weeks of any request from such Holder (or such other period as may be permitted by the Authority). Holders may also at any time opt for hardcopies for all future reports and accounts at no cost to them.

20. Other Material Information

20.1 Change of Investment Policy

The Manager may, subject to the provisions of the Deed and with the prior approval of the Trustee, change the investment policy of the Sub-Fund upon giving Holders 1 month's prior written notice.

20.2 Information on investments

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

20.3 Distribution of income and net capital gains

Distribution of income and net capital gains will be at the Managers' sole discretion and in accordance with the Deed.

20.4 Exemptions from liability

20.4.1 The Trustee and the Managers shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.

20.4.2 The Trustee and the Managers shall incur no liability to the Holders or to any other person for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the Deed neither the Trustee nor the Managers shall be under any liability therefor or thereby.

20.4.3 Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any transfer or form of application, endorsement or other document (whether sent by mail, facsimile, electronic means or otherwise) affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Managers respectively shall nevertheless be entitled but not bound to require that the signature of any such person to any document required to be signed by him under or in connection with the Deed shall be verified to its or their reasonable satisfaction.

20.4.4 Any indemnity expressly given to the Trustee or the Managers in the Deed is in addition to and without prejudice to any indemnity allowed by law; provided nevertheless that any provision of the Deed shall be void insofar as it would have the effect of exempting the Trustee or the Managers from or indemnifying them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties where they fail to show the degrees of diligence and care required of them having regard to the provisions of the Deed.

20.4.5 Nothing contained in the Deed shall be construed so as to prevent the Managers and the Trustee in conjunction or the Managers or the Trustees separately from acting as managers or trustees of trusts separate and distinct from the Fund.

20.4.6 Neither the Trustee nor the Managers shall be responsible for acting upon any resolution purported to have been passed at any meeting of the Holders in respect whereof minutes shall have been made and signed by the Chairman even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders.

20.5 Custody of Investments

The Trustee shall be responsible for the safe custody of the deposited property. Any Authorised Investments forming part of the deposited property of the Sub-Fund shall, whether in bearer or registered form, be paid or transferred to or to the order of the Trustee forthwith on receipt by the Managers and be dealt with as the Trustee may think proper for the purpose of providing for the safe custody thereof. The Trustee may from time to time upon notification in writing to the Managers appoint such person or persons as it thinks fit (including itself or its associates) as agents, nominees, custodians, sub-custodians in respect of any of the deposited property of the Sub-Fund and such persons to exercise any or all of the obligations of the Trustee under the Deed, and the fees and expenses of such agents, nominees, custodians, sub-custodians and other such persons shall be paid out of the deposited property of the Sub-Fund. The Trustee may at any time procure that:

- (i) any officer or responsible official of the Trustee jointly with the Trustee; or
- (ii) any nominee appointed by the Trustee; or
- (iii) any such nominee and the Trustee; or
- (iv) any custodian, joint custodian or sub-custodian appointed pursuant to the provisions of this paragraph 20.5; or
- (v) any company operating a recognised clearing system in respect of the Authorised Investments of any Sub-Fund; or
- (vi) 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,

to take delivery of and retain and/or be registered as proprietor of any Investment or other property held upon trusts of the Deed. Any Authorised Investment in registered form shall as soon as reasonably practicable after receipt of the necessary documents by the Trustee, be registered in the name of the Trustee and/or its nominee for the account of the Sub-Fund and shall remain so registered until disposed of pursuant to the provisions of the Deed. Subject as aforesaid the Trustee shall retain the documents of title to all Authorised Investments held upon the trusts of the Deed in its possession in safe custody.

20.6 Investment restrictions

The Phillip US Dollar Money Market Fund is subject to the investment and borrowing restrictions in the Investment and Borrowing Guidelines (except for the provisions in sections 1 to 4 (other than paragraphs 1.3, 1.6, 1.7, 4.1 and 4.8) of Appendix 1 of the Code) and the investment guidelines for money market funds (as set out in Appendix 1 hereto) issued by the Authority under the Code, which guidelines may be amended from time to time. The Phillip US Dollar Money Market Fund will not invest in any product nor engage in any transaction which may cause the Phillip US Dollar Money Market Fund not to be regarded as an

Excluded Investment Product and may only invest in the products listed under Annex 1 of the MAS Notice on the Sale of Investment Products as Excluded Investment Products.

20.7 Meetings of Holders

20.7.1 A meeting of the Holders of all the sub-funds of the Fund duly convened and held in accordance with the provisions of the Schedule to the Deed shall be competent by Extraordinary Resolution¹²:

- (i) to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Managers as provided in Clause 39 of the Deed;
- (ii) to sanction a supplemental deed increasing the maximum permitted percentage of the management fee, the performance fee or the maximum permitted percentage or amount of the Trustee's remuneration in relation to a sub-fund;
- (iii) to terminate the Fund as provided in Clause 36(F) of the Deed;
- (iv) to remove the Auditors as provided in Clause 32(D) of the Deed;
- (v) to remove the Trustee as provided in Clause 33(C)(iii) of the Deed;
- (vi) to remove the Managers as provided in Clause 34(A)(iv) of the Deed;
- (vii) to direct the Trustee to take any action (including the termination of the Fund) pursuant to Section 295 of the SFA;
- (viii) to sanction a scheme of reconstruction whether by the way of amalgamation, merger or dissolution affecting the Fund; and
- (ix) to sanction any other matter which the Trustee and/or the Managers may consider necessary to lay before the meeting of Holders,

but shall not have any further or other powers.

20.7.2 A meeting of the Holders of a sub-fund duly convened and held in accordance with the provisions of the Schedule to the Deed shall be competent by Extraordinary Resolution:

- (i) to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Managers as provided in Clause 39 of the Deed to the extent that such modification, alteration or addition affects the Holders of the relevant sub-fund;
- (ii) to sanction a supplemental deed increasing the maximum permitted percentage of the management fee or the maximum permitted percentage or amount of the Trustee's remuneration in relation to the relevant sub-fund;
- (iii) to terminate the relevant sub-fund as provided in Clause 36(F) of the Deed;
- (iv) to sanction a scheme of reconstruction whether by way of amalgamation, merger or dissolution of the relevant sub-fund;
- (v) to direct the Trustee to take any action (including the termination of the Sub-Fund) pursuant to Section 295 of the SFA; and

¹² An "Extraordinary Resolution" means a resolution proposed and passed as such by a majority consisting of 75% or more of the total number of votes cast for and against such resolution.

- (vi) to sanction any other matter which the Trustee and/or the Managers may consider necessary to lay before the meeting of Holders,

but shall not have any further or other powers.

20.7.3 A meeting of the Holders of a Class of Units duly convened and held in accordance with provisions of the Schedule to the Deed shall be competent by Extraordinary Resolution:-

- (i) to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Managers as provided in Clause 39 of the Deed to the extent that such modification, alteration or addition affects the Holders of the relevant Class;
- (ii) to sanction a supplemental deed increasing the maximum permitted percentage of the Management Participation, the Performance Fee or the maximum permitted percentage or amount of the Trustee's remuneration in relation to the relevant Class;
- (iii) to terminate the relevant Class as provided in Clause 36(F) of the Deed; and
- (iv) to sanction any other matter which the Trustee and/or the Managers may consider necessary to lay before the meeting of Holders,

but shall not have any further or other powers.

20.8 Valuation

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

- (A) a deposit placed with a bank or other financial institution or a bank bill, shall be determined by reference to the face value of such Investments and the accrued interest thereon for the relevant period;
- (B) a unit or share in a unit trust or mutual fund or collective investment scheme shall be valued at the latest published or available net asset value per unit or share, or if no net asset value per unit or share is published or available, then at their latest available realisation price;
- (C) a permissible investment (as defined in the Money Market Funds Investment Guidelines and other than any deposit or bank bill or unit or share in an open-ended collective investment scheme referred to in sub-paragraphs (A) and (B) above) shall be valued at its purchase cost after adding or deducting an Adjustment Factor (hereinafter defined). The Adjustment Factor is derived by amortising (using the straight line method) the difference between the purchase cost and the redemption value on maturity over the remaining period (calculated in number of days) to maturity. The Adjustment Factor will be added (where the purchase cost is less than the redemption value on maturity) or deducted (where the purchase cost is more than the redemption value on maturity) to the purchase cost of such Investment;
- (D) an unquoted Investment (other than any deposit or bank bill or unit or share in an open-ended collective investment scheme referred to in sub-paragraphs (A) and (B) above), shall be calculated by reference to the mean of bid and offered prices quoted by such persons, firms, or institutions determined by the Managers to be dealing or making a market in that investment at the close of trading in the relevant market on

which the particular Investment is traded. However, if such price quotations are not available, value shall be determined by reference to the face value of such Investments, the prevailing term structure of interest rates and the accrued interest thereon for the relevant period; and

- (E) 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 on such recognised stock exchange and, if there be no such official closing price, last known transacted price or last transacted price, the value shall be calculated by reference to the mean of bid and offered prices quoted on such recognised stock exchange.

Provided that, if the quotations referred to in (B), (C), (D) and (E) above are not available, or if the value of the Authorised Investment determined in the manner described in (A), (B), (C), (D) or (E) above, in the opinion of the Managers, is not representative, then the value shall be such value as the Managers may with due care and in good faith consider in the circumstances to be fair value and is approved by the Trustee who shall decide if a notice to notify the Holders of such change in the value is required. 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.

In exercising in good faith the discretion given by the proviso above, the Managers shall not, subject to the provisions of the Code, assume any liability towards the Fund, and the Trustee shall not be under any liability, in accepting the opinion of the Managers, notwithstanding that the facts may subsequently be shown to have been different from those assumed by the Managers.

In calculating the net asset value of any sub-fund or any proportion thereof:

- (i) every Unit relating to such Sub-Fund agreed to be issued by the Managers shall be deemed to be in issue and the deposited property of such Sub-Fund shall be deemed to include not only cash or other assets in the hands of the Trustee but also the value of any cash, accrued interest on bonds or other assets to be received in respect of Units of such Sub-Fund agreed to be issued and (in the case of Units issued against the vesting of Authorised Investments) any moneys payable out of the deposited property pursuant to Clause 11 of the Deed;
- (ii) where Authorised Investments have been agreed to be purchased or otherwise acquired or sold but such purchase, acquisition or sale has not been completed, such Authorised Investments shall be included or excluded, respectively, and the gross purchase, acquisition or net sale consideration excluded or included as the case may require as if such purchase, acquisition or sale had been duly completed; and
- (iii) where in consequence of any notice or request in writing given pursuant to Clause 13, 14 or 15 of the Deed a reduction of the Fund by the cancellation of Units of such Sub-Fund is to be effected but such reduction has not been completed the Units in question shall not be deemed to be in issue and any amount payable in cash and the value of any Authorised Investments to be transferred out of the deposited property of such Sub-Fund shall be deducted from the net asset value of such Sub-Fund.

In calculating the net asset value of any sub-fund, there shall be deducted any amounts not provided for above which are payable out of the deposited property of such Sub-Fund in the following order:

- (i) any amount of management fee, the remuneration of the Trustee, the performance fee, the valuation agent's fees, the registrar's agent's fees, the securities transaction fee, amortisation of other preliminary expenses and any other expenses accrued but remaining unpaid attributable to such Sub-Fund;
- (ii) the amount of tax, if any, on net capital gains (including any provision made for unrealised capital gains) accrued and remaining unpaid attributable to such Sub-Fund;
- (iii) the amount in respect of tax, if any, on net capital gains realised prior to the valuation being made as in the estimate of the Managers will become payable attributable to such Sub-Fund;
- (iv) the aggregate amount for the time being outstanding of any borrowings for the account of such Sub-Fund effected under Clause 18(C) of the Deed together with the amount of any interest and expenses thereon accrued pursuant to Clause 18(C)(v) of the Deed and remaining unpaid;
- (v) there shall be taken into account such sum as in the estimate of the Managers will fall to be paid or reclaimed in respect of taxation related to income up to the time of calculation of the net asset value of the deposited property of such Sub-Fund;
- (vi) there shall be added the amount of any tax, if any, on capital gains estimated to be recoverable and not received attributable to such Sub-Fund;
- (vii) any value (whether of an Authorised Investment or cash) otherwise than in Singapore dollars and any non-Singapore dollar borrowing shall be converted into Singapore dollars at the rate (whether official or otherwise) which the Managers shall after consulting with or in accordance with a method approved by the Trustee deem appropriate to the circumstances having regard *inter alia* to any premium or discount which may be relevant and to the costs of exchange; and
- (viii) where the current price of an Authorised Investment is quoted "ex" dividend, interest or other payment but such dividend, interest or other payment has not been received the amount of such dividend, interest or other payment shall be taken into account.

Where a sub-fund is made up of more than one Class, the net asset value of each Class shall be calculated by apportioning the net asset value of the Sub-Fund (determined in accordance with this paragraph and without any deduction or addition for expenses, charges or other amounts which are not common to all the Classes of the Sub-Fund) between the Classes and then deducting from or adding to the value of the portion of the net asset value for each Class any expense, charge or other amount attributable to such Class (including currency hedging costs, if applicable). For the avoidance of doubt, where any expense, charge or other amount payable out of or payable into the net asset value of a Class pursuant to this Deed is attributable only to a particular Class of the Sub-Fund, such amount shall only be deducted from or added to the portion of the net asset value of the Sub-Fund which is attributable to that Class and shall not affect the calculation or the net asset value of the portion or portions of the Sub-Fund attributable to other Classes within the Sub-Fund.

20.9 Duration and Termination of the Fund

- 20.9.1** The Fund constituted by the Deed is of indeterminate duration and may be terminated as provided in Clause 36 of the Deed.
- 20.9.2** Either the Trustee or the Managers may in their absolute discretion terminate the Fund by not less than three months' notice in writing to the other given so as to expire

at the end of the accounting period current at the end of the tenth year after the date of the Deed or any year thereafter. Either the Trustee or the Managers shall be entitled by notice in writing as aforesaid to make the continuation of the Fund beyond any such date conditional on the revision to its or their satisfaction at least three months before the relevant date of its or their remuneration thereunder. In the event that the Fund shall fall to be terminated or discontinued the Managers shall give notice thereof to all Holders not less than three months in advance. Subject as aforesaid the Fund shall continue until terminated in the manner hereinafter provided in sub-paragraphs 20.9.3 to 20.9.5.

20.9.3 Subject to Section 295 of the SFA, the Fund may be terminated by the Trustee by notice in writing as provided in any of the following events, namely:

- (i) if the Managers shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of their assets or if a judicial manager is appointed in respect of the Managers or if any encumbrancer shall take possession of any of their assets
- (ii) if the Managers shall cease business;
- (iii) if any law shall be passed, any authorisation withdrawn or revoked or any direction issued by the Authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund;
- (iv) if within the period of three months from the date of the Trustee expressing in writing to the Managers the desire to retire the Managers shall have failed to appoint a new trustee within the terms of Clause 33 of the Deed; and
- (v) if within the period of three months from the date of the Trustee removing the Managers the Trustee shall have failed to appoint new managers within the terms of Clause 34 of the Deed.

The decision of the Trustee in any of the events specified in this paragraph 20.9.3 shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Fund pursuant to this paragraph 20.9.3 or otherwise. The Managers shall accept the decision of the Trustee and relieve the Trustee of any liability to them therefor and hold it harmless from any claims whatsoever on their part for damages or for any other relief.

20.9.4 Any sub-fund or Class of a sub-fund may be terminated by the Managers in their absolute discretion by notice in writing as hereinafter provided (i) if the aggregate net asset value of the deposited property of that Sub-Fund or Class of the Sub-Fund shall be less than USD5 million (for Phillip US Dollar Money Market Fund) or (ii) if any law shall be passed, any authorisation withdrawn or revoked or any direction issued by the Authority which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue that sub-fund or Class of the sub-fund. The Fund may be terminated by the Managers in their absolute discretion by notice in writing hereinafter provided (i) if the aggregate net asset value of the deposited property of all the sub-funds shall be less than SGD5 million or (ii) if any law shall be passed, any authorisation withdrawn or revoked or any direction issued by the Authority which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Fund.

20.9.5 The party terminating the Fund or the relevant sub-fund or Class of the sub-fund shall give notice thereof to the Holders fixing the date at which such termination is to take effect which date shall not be less than the relevant period provided in the Deed after the service of such notice and the Managers shall give written notice thereof to the Authority not less than seven days before such termination.

21. Queries and Complaints

If you have questions concerning the Fund or your investment in the Sub-Fund, you may call the Managers at telephone number (65) 6538 3638.

Appendix 1 - Money Market Funds Investment Guidelines

1 Scope

- 1.1 This Appendix applies to a scheme which invests in high-quality debt securities and money market instruments or places eligible deposits with eligible financial institutions.
- 1.2 This Appendix does not apply to schemes that invest in debt securities and money market instruments or places eligible deposits as part of a diversified portfolio and those whose objective is to invest in riskier, higher yielding debt securities. The applicable provisions for such schemes are set out in Appendix 1 of the Code.
- 1.3 The provisions in sections 1 to 4 (other than paragraphs 1.3, 1.6, 1.7, 4.1 and 4.8) of Appendix 1 of the Code do not apply to a money market fund.

2 Name and Description of Scheme

- 2.1 The name of a money market fund should not appear to draw a parallel with the placement of cash on deposit.
- 2.2 A scheme that does not comply with the guidelines in this Appendix should not hold itself out as a money market fund in any communication, including marketing material, relating to the scheme. Such a scheme should not adopt the term “money market” as part of its name, or a name that suggests that it is a money market fund or the equivalent of a money market fund.

Guidance

For example, names with terms such as “cash” or “liquid” are not allowed for schemes which do not comply with the guidelines in this Appendix.

- 2.3 A scheme which adopts the term “Short-Term Money Market Fund” as part of its name or has a name that suggests that it is the equivalent of a short-term money market fund, or which holds itself out as a short-term money market fund in any communication, including marketing material, relating to the scheme, should comply with paragraphs 5.3 and 5.4 of this Appendix. For the avoidance of doubt, a short-term money market fund should comply with all other provisions in this Appendix.

3 Permissible Investments

- 3.1 For the purposes of this Appendix, a money market fund’s underlying investments may only consist of the following:
- (a) high quality bonds and other securitised debt instruments (including government bonds, corporate bonds, floating rate notes and asset-backed securities);
 - (b) high quality money market instruments (including bank certificates of deposit, banker’s acceptances, commercial papers, trade bills and Treasury bills)
- (collectively, “**non-deposit investments**”);
- (c) deposits placed with eligible financial institutions (“**eligible deposits**”); and
 - (d) financial derivatives.

Guidance

A debt security or money market instrument which embeds a financial derivative is not a permissible investment.

- 3.2 For the purposes of paragraph 3.1 of this Appendix:

- (a) a “high-quality” debt security or money market instrument is one:-

- (i) with either a minimum short-term credit rating of F-2 by Fitch, P-2 by Moody's or A-2 by Standard and Poor's, or where it only has a long-term credit rating, such a rating of A by Fitch, A by Moody's or A by Standard and Poor's (including such sub-categories or gradations therein);
 - (ii) issued by supranational agencies or other foreign entities and rated other than by the credit rating organisations specified in paragraph 3.2(a)(i), for which the Managers have satisfied the Trustee that the quality of the debt security or money market instrument is comparable to those with the ratings specified in paragraph 3.2(a)(i) above; or
 - (iii) issued by a Singapore entity, including the Singapore Government and statutory boards, and is not rated, for which the Managers have satisfied the Trustee that the quality of the debt security or money market instrument is comparable to those with the ratings specified in paragraph 3.2(a)(i) above;
- (b) "eligible deposits" refer to deposits with banks licensed under the Banking Act (Cap. 19), finance companies licensed under the Finance Companies Act (Cap. 108), merchant banks approved as financial institutions under section 28 of the Monetary Authority of Singapore Act (Cap. 186) or any other deposit-taking institution licensed under an equivalent law in a foreign jurisdiction; and
- (c) an "eligible financial institution" is:-
- (i) a financial institution which has a minimum short-term rating of F-2 by Fitch, P-2 by Moody's or A-2 by Standard and Poor's (including such sub-categories or gradations therein);
 - (ii) a financial institution rated other than by the credit rating organisations specified in paragraph 3.2(c)(i) above for which the Managers have satisfied the Trustee that its short-term rating is comparable to the ratings in paragraph 3.2(c)(i) above; or
 - (iii) a Singapore-incorporated bank licensed under the Banking Act (Cap. 19) which is not rated, but has been approved under the CPFIS to accept fixed deposits.

4 Spread of Investments

Exposure Limit

4.1 A money market fund should invest at least 90% of its net asset value in:-

- (a) high-quality debt securities and money market instruments traded on an organised market; and
- (b) eligible deposits placed with eligible financial institutions.

For the avoidance of doubt, the remainder of up to 10% of the money market fund's net asset value may be invested in high-quality debt instruments and money market instruments not traded on an organised market.

Group Limit

4.2 Aggregate investments in, or exposures to, a group of entities through:

- (a) non-deposit investments;

- (b) eligible deposits; and
 - (c) counterparty risk exposure arising from the use of OTC financial derivatives,
- should not exceed 10% of the money market fund's net asset value ("**group limit**"). For the purposes of this paragraph, a group of entities refers to an entity, its subsidiaries, fellow subsidiaries and its holding company.

Guidance 1

Non-deposit investments issued by a trust should be included in the group limit.

Guidance 2

The group of entities referred to in the group limit also applies to aggregate investments in, or exposures to, special purpose vehicles (SPVs) where the substance of the relationship between a sponsor and its SPV determined in accordance with the Interpretation of Financial Reporting Standard 12, indicates that the SPV is controlled by that sponsor.

Group limit with respect to banks in Singapore

- 4.3 The group limit in paragraph 4.2 may be raised to 20% of the money market fund's net asset value where the money market fund invests in non-deposit investments issued by, and places Singapore-dollar deposits with, an eligible financial institution which is a bank in Singapore as defined in the Banking Act (Cap. 19).
- 4.4 The group limit in paragraph 4.2 may be raised to 30% of the money market fund's net asset value where the money market fund invests in non-deposit investments issued by, and places Singapore-dollar deposits with, an eligible financial institution which is a bank in Singapore as defined in the Banking Act (Cap. 19) and has a minimum short-term rating of F-1 by Fitch, P-1 by Moody's or A-1 by Standard & Poor's (including such sub-categories or gradations therein).
- 4.5 Notwithstanding paragraphs 4.3 and 4.4, aggregate investments in, or exposures to, a group of entities through:
 - (a) non-deposit investments; and
 - (b) counterparty risk exposures arising from the use of OTC financial derivativesshould not exceed 10% of the money market fund's net asset value.

Group limit with respect to government and other public bodies

- 4.6 The group limit in paragraph 4.2 does not apply where the issuing entity or trust is, or the issue has the benefit of a guarantee from, a government, government agency or supra-national agency that has:-
 - (a) a minimum short-term rating of F-1 by Fitch, P-1 by Moody's or A-1 by Standard and Poor's (including such sub-categories or gradations therein); or
 - (b) where the government, government agency or supra-national agency only has a long-term rating, a minimum long-term rating of AAA by Fitch, Aaa by Moody's or AAA by Standard and Poor's (including such sub-categories or gradation therein).
- 4.7 Notwithstanding paragraph 4.6, not more than 30% of the money market fund's net asset value may be invested in any single issue of non-deposit investments by the same entity or trust.

Short-term deposits

- 4.8 The group limit does not apply to placements of eligible deposits arising from:-
- (a) subscription monies received at any point in time pending the commencement of investment by the money market fund; or
 - (b) liquidation of investments prior to the termination or maturity of a money market fund, where the placing of these monies with various institutions would not be in the interests of participants.

Concentration limit

- 4.9 A money market fund should not invest in more than:-
- (a) 10% of each individual issuance of debt securities of any single issuing entity or trust, where such issuance is not part of a debt issuance programme; or where debt securities are issued under a debt issuance programme, 20% of each tranche, subject to a limit of 10% of the overall programme size; and
 - (b) 10% of the money market instruments of a single issuing entity or trust.

5 Term to Maturity and Average Portfolio Maturity of Investments

- 5.1 A money market fund may only invest in non-deposit investments with a remaining term to maturity of not more than two years.
- 5.2 A money market fund should maintain a dollar-weighted average portfolio maturity that does not exceed 12 months. The dollar-weighted average portfolio maturity should be calculated based on each non-deposit investment's remaining term to maturity and weighted based on the market value of the non-deposit investments.

Short-Term Money Market Fund

- 5.3 A short-term money market fund may only invest in non-deposit investments with a remaining term to maturity of not more than 397 calendar days.
- 5.4 A short-term money market fund should maintain a dollar-weighted average portfolio maturity that does not exceed 120 calendar days. The dollar-weighted average portfolio maturity should be calculated based on each non-deposit investment's remaining term to maturity and weighted based on the market value of the non-deposit investments.

6 Use of Financial Derivatives

- 6.1 A money market fund may only invest in financial derivatives for the purpose of hedging existing positions in the portfolio.
- 6.2 For the purposes of paragraph 6.1 of this Appendix, the hedging arrangements should:
- (a) not aim to generate a return;
 - (b) result in an overall verifiable reduction of the risk of the scheme;
 - (c) offset the general and specific risks linked to the underlying being hedged;
 - (d) relate to the same asset class being hedged; and
 - (e) be able to meet its hedging objective in all market conditions.
- 6.3 The limits in paragraphs 4.2 to 4.7 of this Appendix should apply to the underlying assets of financial derivatives.

7 Efficient Portfolio Management Techniques

- 7.1 A money market fund may carry out securities lending, repurchase transactions for the sole purpose of efficient portfolio management.
- 7.2 A money market fund may not reinvest collateral received pursuant to securities lending or repurchase transactions to generate a return in excess of high quality 3-month government bonds.

8 Downgrade in Rating or Event of Default

- 8.1 Notwithstanding chapter 7.2(b) of the Code, where:-
- (a) a non-deposit investment ceases to be of high-quality;
 - (b) the rating of the government, government agency or supra-national agency that issues or guarantees the non-deposit investment falls below those set out in paragraph 4.6;
 - (c) a money market fund has placed deposits with a financial institution:-
 - (i) that ceases to be an eligible financial institution; or
 - (ii) whose rating falls below those specified in paragraph 4.4;
 - (d) there is a default with respect to a permissible investment in the portfolio of the money market fund; or
 - (e) an event of insolvency occurs with respect to the issuer of a non-deposit investment in the portfolio of the money market fund,

the Managers should within 1 month from the date of the specified event dispose of such non-deposit instrument or withdraw such deposit unless the Managers have satisfied the Trustee that it is not in the best interest of the Holders to do so, in which case, such disposal or withdrawal should be carried out as soon as the circumstances permit or as soon as it is not commercially punitive. Such extension should be subject to monthly review by the Trustee.

9 Disclosure Requirements

- 9.1 The money market fund's semi-annual and annual reports should contain disclosures on:
- (a) the distribution of non-deposit investments in dollar and percentage terms by:
 - (i) type; and
 - (ii) credit rating; and
 - (b) the term to maturity profile of the money market fund's underlying investments, such as the distribution of investments grouped by similar maturities.

Guidance

For example, up to 30 days, 31 – 60 days, 61 – 90 days, 91 - 120 days and 121 – 180 days.

PHILLIP TREASURY FUND

AMENDED PROSPECTUS

BOARD OF DIRECTORS OF PHILLIP CAPITAL MANAGEMENT (S) LTD

Signed:

Lim Hua Min
Director

Signed:

Loh Hoon Sun
Director

Signed:

Jeffrey Lee Chay Khiong
Director

Signed:

Linus Lim Wen Sheong
Director

Signed:

Lee Ken Hoon
Director