

PROSPECTUS

AMUNDI ALTERNATIVE INVESTMENTS

24 July 2012



Amundi Bonus Builder Fund



AMUNDI ALTERNATIVE INVESTMENTS – AMUNDI BONUS BUILDER FUND

Directory

Manager

Amundi Singapore Limited
168 Robinson Road, #24-01, Capital Tower, Singapore 068912
(Company Registration Number 198900774E)

Directors of the Manager

Herve Leclercq
Jenny Sofian
Laurent Crosnier
Reginald Tan
Pascal Blanque
Winston Thng
Philippe Jauer
Jean-Michel Bourgoin

Trustee

RBC Dexia Trust Services Singapore Limited
20, Cecil Street, Equity Plaza, #28-01, Singapore 049705.
Company Registration Number 199504677Z

Auditors

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

Solicitors to the Manager

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Solicitors to the Trustee

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AMUNDI ALTERNATIVE INVESTMENTS – AMUNDI BONUS BUILDER FUND

Important Information

The Manager of Amundi Alternative Investments accepts full responsibility for the accuracy of information contained in this Prospectus and confirms, 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. Unless otherwise stated, all terms not defined in this Prospectus have the same meanings as used in the deed of trust (as amended) relating to Amundi Alternative Investments (the "**Deed**").

Investors should consult the relevant provisions of the Deed and obtain independent professional advice in the event of any doubt or ambiguity relating thereto.

No application has been made for the units in the Amundi Bonus Builder Fund, the sub-fund of Amundi Alternative Investments offered in this Prospectus (the "**Sub-Fund**"), to be listed on any stock exchange. Any holder of units may request the Manager to realise all or part of his holding of units in accordance with and subject to the provisions of the Deed.

The distribution of this Prospectus and the offering or sale of the units in the Sub-Fund in some jurisdictions may be restricted or prohibited. Persons who have possession of this Prospectus must inform themselves about and observe such restrictions or prohibitions. This Prospectus does not constitute an offer of, or an invitation to purchase, any of the units in the Sub-Fund in any jurisdiction in which such offer or invitation would be unlawful. 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, the Sub-Funds have not been registered under the United States Securities Act of 1933, as amended, or under the securities laws of any State and the Sub-Funds have not been and will not be registered under the United States Investment Company Act of 1940, as amended. Accordingly, the units in the Sub-Funds may not be directly or indirectly offered or sold in the United States of America, or any of its territories or possessions or areas subject to its jurisdiction ("U.S."), or for the benefit of a United States person ("U.S. Person").** For this purpose, a "U.S. Person" includes, among others, any natural person resident in the U.S.; or any corporation or partnership organised or incorporated under the laws of the U.S. or of any other jurisdiction if formed other than by accredited investors who are not natural persons, estates or trusts principally for the purpose of investing in securities not registered under the United States Securities Act of 1933.; or any agency or branch of a foreign entity located in the U.S.; or any estate of which an executor or administrator is a U.S. Person (unless an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion over the assets of the estate and such estate is governed by non-U.S. law; or any trust of which any trustee is a U.S. Person (unless a trustee who is a professional fiduciary is a U.S. Person and a trustee who is not a U.S. Person has sole or shared investment discretion over the assets of the trust and no beneficiary (or settler, if the trust is revocable) of the trust is a U.S. Person) ; or any 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; or any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if any individual) resident in the U.S. for the benefit or account of a U.S. Person.

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

Investment in the Sub-Fund requires consideration of the normal risks involved in investment and participation in securities. Details of the risks involved are set out in paragraph 8 of this Prospectus and in Appendix 1 to this Prospectus. Investors should consider these risks carefully before making an investment decision.

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

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AMUNDI ALTERNATIVE INVESTMENTS – AMUNDI BONUS BUILDER FUND

The sub-fund of Amundi Alternative Investments (the "Fund") offered in this Prospectus, Amundi Bonus Builder Fund, 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 (the "Authority"). This Prospectus has been prepared in accordance with the requirements of the SFA. The Authority assumes no responsibility for the contents of this Prospectus. The registration of this Prospectus by the Authority does not imply that the SFA or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of the Fund. The meaning 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 Amundi Alternative Investments

- 1.1.1 The Fund is a Singapore constituted umbrella unit trust which offers a group of separate and distinct portfolios of securities or obligations, each of which being a sub-fund investing in different securities or portfolios of securities. The range of sub-funds will allow investors to select and allocate their assets in different investment opportunities under the Fund.
- 1.1.2 At present, the Manager is offering units ("**Units**") in the sub-fund known as the Amundi Bonus Builder Fund in this Prospectus.

1.2 Date of Registration and Expiry Date of Prospectus

The date of registration of this Prospectus with the Authority is 24 July 2012. This Prospectus shall be valid for a period of 12 months after the date of registration (i.e., up to and including 23 July 2013) and shall expire on 24 July 2013.

1.3 Trust Deed and Supplemental Deeds

- 1.3.1 The deed of trust relating to the interests being offered for subscription or purchase (the "**Principal Deed**") is dated 15 November 2000 and the parties to the Principal Deed are SG Asset Management (Singapore) Limited as the manager of the Fund prior to 26 July 2010 and RBC Dexia Trust Services Singapore Limited as the trustee (the "**Trustee**").
- 1.3.2 The Principal Deed has been amended by a First Supplemental Deed dated 10 January 2001, a Second Supplemental Deed dated 1 March 2001, a Third Supplemental Deed dated 16 October 2002, a First Amending and Restating Deed dated 25 October 2005, a Second Amending and Restating Deed dated 18 January 2006, a Third Amending and Restating Deed dated 25 October 2006, a Fourth Amending and Restating Deed dated 22 October 2007, a Fifth Amending and Restating Deed dated 30 May 2008 and a Sixth Amending and Restating Deed dated 8 December 2009 entered into between SG Asset Management (Singapore) Limited, as the manager of the Fund prior to 26 July 2010 and the Trustee, the Deed of Retirement and Appointment of manager dated 26 July 2010 (the "**Deed of Retirement and Appointment of Manager**") entered into between SG Asset Management (Singapore) Limited, as the manager of the Fund prior to

26 July 2010, Amundi Singapore Limited, as the Manager of the Fund with effect from 26 July 2010 and the Trustee and the Seventh Amending and Restating Deed dated 25 July 2011 entered into between Amundi Singapore Limited and the Trustee.

The Principal Deed as amended by the First Supplemental Deed, the Second Supplemental Deed, the Third Supplemental Deed, the First Amending and Restating Deed, the Second Amending and Restating Deed, the Third Amending and Restating Deed, the Fourth Amending and Restating Deed, the Fifth Amending and Restating Deed, the Sixth Amending and Restating Deed, the Deed of Retirement and Appointment of Manager and the Seventh Amending and Restating Deed shall hereafter be referred to as the "**Deed**".

1.3.3 The terms and conditions of the Deed shall be binding on each unitholder (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 Manager and/or the Trustee to do.

1.3.4 The Deed may be inspected at the Manager's office at 168 Robinson Road, #24-01, Capital Tower, Singapore 068912 during usual business hours.

1.4 Accounts and Reports

The latest copies of the annual and semi-annual accounts, the auditor's report on the annual accounts and the annual and semi-annual reports relating to the Fund and the sub-funds, where available, may be obtained from the Manager upon request.

1.5 Appendix 1 to this Prospectus

The general provisions which apply to the sub-funds of the Fund being offered for subscription are set out in the main body of this Prospectus. Provisions which are specific to the Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

1.6 Glossary

The meaning of the terms and abbreviations used in this Prospectus can be found in the Glossary of Terms as set out in Appendix 2 to this Prospectus.

2. The Manager and the Sub-Manager

2.1 The Manager

The Manager is Amundi Singapore Limited whose registered office is at 168 Robinson Road, #24-01, Capital Tower, Singapore 068912. Amundi Singapore Limited is a wholly-owned subsidiary of Amundi, the combined asset management arm of Crédit Agricole S.A. and Société Générale. Incorporated in Singapore in 1989, Amundi Singapore Limited is one of Amundi Group's global investment centres worldwide. Amundi Singapore Limited is regulated by the Authority and has been managing collective investment schemes and/or discretionary funds since 1989.

2.2 The Sub-Manager

The Amundi Bonus Builder Fund is fully sub-managed by Lyxor Asset Management (the “**Sub-Manager**”). The Sub-Manager has been managing funds for 13 years. The Sub-Manager was incorporated in France and is authorised and regulated as a portfolio management company by the Autorité des Marchés Financiers. The Sub-Manager is a fully-owned subsidiary of Société Générale, with assets under management of over EUR 76 billion as of 31 March 2012.

3. The Trustee and Custodian

The trustee and custodian of the Fund is RBC Dexia Trust Services Singapore Limited, whose registered address is at 20 Cecil Street, Equity Plaza, #28-01, Singapore 049705.

4. The Register of Holders

The registrar of the Fund is the Trustee and the register of Holders of each Sub-Fund (the “**Register**”) is kept and maintained at 20 Cecil Street, Equity Plaza, #28-01, Singapore 049705 and is accessible to the public during normal business hours. The Register is conclusive evidence of the number of Units in the sub-funds held by each Holder and the entries in the Register shall prevail in the event of any discrepancy between the entries in the Register and the details appearing on any statement of holding, unless the Holder proves to the satisfaction of the Manager and the Trustee that the Register is incorrect.

5. The Auditors

The auditors of the accounts relating to the interests under the Deed are PricewaterhouseCoopers whose registered office is at 8 Cross Street, #17-00, PWC Building, Singapore 048424.

6. Structure, Investment Objective, Focus and Approach

6.1 Umbrella Fund

The Fund is an umbrella unit trust with a group of separate and distinct portfolios of securities or obligations, each being a sub-fund investing in different markets or groups of markets.

Each sub-fund is managed as a separate and distinct trust but with a common central administration provided by the Manager.

At present, the Manager is only offering Units in the Amundi Bonus Builder Fund for subscription.

6.2 Investment Objective, Focus and Approach

The investment objective, focus, approach and other features of the Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

7. Fees and Charges

The fees and charges payable in relation to Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

As required by the Code*, all marketing, promotional and advertising expenses in relation to any sub-fund will be borne by the Manager and not charged to the Deposited Property of that sub-fund. For the avoidance of doubt, such expenses exclude those for the preparation, printing, lodgement and distribution of prospectuses or product highlights sheets.

**The "Code" means the Code on Collective Investment Schemes dated 8 April 2011 issued by the Authority and last revised on 30 September 2011, as may be amended from time to time.*

The Preliminary Charge and Realisation Charge will be retained by the Manager and/or appointed distributors (as the case may be) and any rounding adjustments will be retained by the relevant sub-fund; the Manager may however, in the case of any sub-fund, rebate the Realisation Charge to that sub-fund. Any commission, remuneration or other sum payable to distributors in respect of the issue or sale of any Units will not be added to the price of such Units but will be paid by the Manager.

The Manager may at any time differentiate between investors as to the amount of the Preliminary Charge and Realisation Charge payable (subject to the maximum permitted) or allow discounts on such basis or on such scale as the Manager may think fit.

If a Unit is to be issued to a person residing outside Singapore, the Manager shall be entitled to charge an additional amount to the Initial Offer Price during the Initial Offer Period or the Issue Price on a Dealing Day (as the case may be) thereof which is equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if such person had been resident in Singapore.

8. Risks

8.1 General Risks of Investing in any of the sub-funds of the Fund

Investment in any of the sub-funds of the Fund is meant to produce returns over the long-term. Investors should not expect to obtain short-term gains from such investments. The prices of Units, and the income from them, if any, may (depending on the investment objective and focus of the relevant sub-fund) go up as well as down. A possible loss of the principal invested cannot be ruled out, other than in relation to any capital guaranteed sub-fund. The general risks of investments in any of the sub-funds of the Fund include market, derivatives, political, currency, guarantor, risks associated with investments in emerging market securities and risks associated with investments in debt securities.

8.1.1 Market Risks

The usual risks of investing and participating in listed and unlisted securities apply. Prices of securities may go up or down in response to changes in economic, political or market conditions that impact the share prices of the companies that a sub-fund invests in. These may cause the price of Units in any sub-fund to go up

or down as the price of Units in a sub-fund is based on the current market value of the investments of a sub-fund.

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

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

8.1.2 Derivatives Risks

A sub-fund may from time to time invest in financial derivative instruments (“**FDI**”) for the purposes of hedging, efficient portfolio management (“**EPM**”) and/or optimising returns in respect of the sub-fund, and will be subject to risks associated with such instruments. Transactions in FDI may require the deposit of initial margin and an additional maintenance margin on market fluctuations. Failure to provide the required margin within the prescribed time may lead to the early liquidation of the position. Transactions in FDI may also result in losses arising from changes in market circumstances that are contrary to positions taken by the Manager or Sub-Manager. Therefore, the ability to use such instruments successfully depends on the Manager’s or Sub-Manager’s ability to accurately predict movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets.

Therefore, it is essential that investments in FDI are monitored closely. The Manager or Sub-Manager will ensure that the risk management 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 financial derivatives. The Manager or Sub-Manager has in place systems to monitor the derivative positions for the sub-fund and would carry out careful research prior to investment and compliance monitoring to ensure compliance with the investment restrictions and limits set out in the Deed with regard to the use of derivatives.

The decision to invest in any particular security or instrument on behalf of the sub-fund will reflect the Manager’s or Sub-Manager’s judgment of the benefit of such transactions to the sub-fund and any risks to the sub-fund’s portfolios are carefully controlled to ensure that the relationship between risk and return is in line with the sub-fund’s investment objective, focus and approach. The Manager’s or Sub-Manager’s dedicated risk management or compliance teams will also carefully and independently monitor the sub-fund’s portfolio’s risks. The Manager’s or Sub-Manager’s risk management procedures cover the whole investment process from initial formulation stage to actual implementation. The risks are examined in detail through tools employed by the Manager’s or Sub-Manager’s risk management team and closely monitored as certain changes in the market may have an impact on their value and significance. The Manager or Sub-Manager will conduct regular checks on the risk management procedure applicable to the sub-fund to ensure compliance with the investment objective, strategy and restrictions (if any) of the sub-fund. In the event of any non-compliance, the relevant officers will be

instructed to rectify the same and report to higher management and monitored for rectification. In addition, the Manager or Sub-Manager will ensure that a sufficient portion of the sub-fund will be in liquid assets such as cash and cash-equivalents to meet expected redemptions, net of new subscriptions.

Each counterparty will also be carefully selected by the Manager or Sub-Manager and one whom in its opinion is the most suitable in relation to the sub-fund. If any approved counterparty fails to meet the high standard expected by the Manager or Sub-Manager, it may take steps to unwind the sub-fund's position with that counterparty as soon as practicable. With regard to any exposure to over-the-counter derivatives that are difficult to value accurately, particularly if there are complex positions involved, the Manager or Sub-Manager will also ensure that independent means of verifying the value of such instruments are available. The Manager or Sub-Manager may modify the risk management and compliance procedures and controls at any time as it deems fit and in the interests of the relevant sub-fund.

The FDI which may be used by the Manager and Sub-Manager include, but are not limited to, options, warrants, swaps, forwards and/or futures. The global exposure to FDI or embedded FDI will not exceed 100% of the net asset value of the sub-fund at any time. Such exposure will be calculated based on the commitment approach as described in and as calculated in accordance with the provisions of the Code for the sub-fund.

8.1.3 Political Risks

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

8.1.4 Currency Risks

The Net Asset Value per Unit of a sub-fund will be computed in the base currency of the relevant sub-fund whereas the investments held for the account of that sub-fund may be acquired in other currencies. The base currency value of the investments of a sub-fund designated in another currency may rise and fall due to exchange rate fluctuations in respect of the relevant currencies. Adverse movements in currency exchange rates can result in a decrease in return and a loss of capital. The investments of each sub-fund may be fully hedged into its base currency. In addition, currency hedging transactions, while potentially reducing the currency risks to which a sub-fund would otherwise be exposed, involve certain other risks, including the risk of a default by a counterparty.

Where a sub-fund enters into "cross hedging" transactions (e.g., utilising currency different than the currency in which the security being hedged is denominated), the sub-fund will be exposed to changes in the value of the currency in which the securities are denominated, which could result in loss on both the hedging transaction and the sub-fund securities.

8.1.5 Risks Associated with Investments in Emerging Markets Securities

(i) Political Risks

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

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

(ii) Liquidity Risks

Trading volume on stock exchanges in emerging markets can be substantially less than on the stock exchanges of the major markets, so that acquisition and disposal of holdings may be time consuming and/or may need to be conducted at unfavourable prices.

(iii) Settlement Risks

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

(iv) Regulatory Risks

A sub-fund's investments in emerging economies are also subject to regulatory risks, for example, the introduction of new laws, the imposition of exchange controls, the adoption of restrictive provisions by individual companies or when a limit on the holding of the sub-fund in a particular company, sector or country by non-residents (individually or collectively) has been reached.

8.1.6 Risks Associated with Investments in Debt Securities

(i) Default Risks

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

unavailability of additional financing. Also, an economic downturn or an increase in interest rates may increase the potential for default by the issuers of these securities.

(ii) Interest-rate Risks

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

8.1.7 Guarantor Risk

Any guarantee provided for any sub-fund does not give any assurances as to the future solvency of the guarantor itself.

A guarantee may be terminated in certain circumstances more fully set-out in the Deed.

Holders should note that there may be a dilution of performance of the sub-fund due to a guarantee structure being in place.

8.2 Risks Specific to Amundi Bonus Builder Fund

The risks specific to Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

The above should not be considered to be an exhaustive list of the risks which investors should consider before investing in any of the sub-funds. Investors should be aware that any investment in any of the sub-funds may be exposed to other risks of any exceptional nature from time to time.

9. Subscription of Units

9.1 Subscription Procedure

Applications for Units may be made through any agent or distributor appointed by the Manager or their ATMs or the Internet or any other authorised sales channels, if applicable. Investors may have a choice of paying for Units with cash or Supplementary Retirement Scheme ("**SRS**") monies. Further details are set out below.

Investors paying with SRS monies (where applicable) will instruct the relevant SRS operator bank to withdraw from his SRS account monies in respect of the Units applied for.

Measures aimed toward the prevention of money laundering may require a detailed verification of an applicant's identity. The Manager reserves the right to request such information as is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Manager may refuse to process the application and all subscription monies will be returned to the applicant without interest. By way of an example, an individual may be required to produce a copy of a passport or identification card duly certified, together with evidence of his or her address such as a utility bill or bank statement or date of birth. In the case of a corporate applicant, this may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of

association (or equivalent), and the names, occupations, dates of birth and residential and business addresses of all directors.

9.2 Minimum Initial Investment, Minimum Subsequent Subscription and Minimum Holding

The minimum initial investment, minimum subsequent subscription and minimum holding for Units in the Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

9.3 Pricing and Dealing Deadline

The pricing and dealing deadline in relation to subscription of Units in the Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

9.4 How the Number of Units are Allotted to an Investor

The method of calculation of the number of Units in the Amundi Bonus Builder Fund is set out in Appendix 1 to this Prospectus.

9.5 Confirmation of Purchase

A confirmation note detailing your investment amount and the number of Units allocated to you will be sent to you within 14 Business Days from the date of issue of Units in the relevant sub-fund.

9.6 Issue of Units

The Manager has the exclusive right to effect the creation and issue of Units in respect of any particular sub-fund and the acceptance or non-acceptance of applications for purchase of Units are at the absolute discretion of the Manager acting in consultation with the Trustee and in the best interest of the Fund. If any application is rejected by the Manager, the subscription monies will be refunded (without interest) to the applicant within a reasonable period of time in such manner as the Manager may determine in accordance with the Deed. No certificates of holdings will be issued by the Manager.

The Manager may, in consultation with the Trustee and in accordance with the Deed, from time to time offer Units of a sub-fund at a fixed price equal to the Offer Price of a Unit of the sub-fund during the Offer Period of a sub-fund.

9.7 Cancellation of Units by Investors

First-time individual investors in a sub-fund shall, subject to the provisions of Clause 13A of the Deed and to the terms and conditions for cancellation of Units attached to the application form, have the right to cancel their subscription of Units in the relevant sub-fund within seven calendar days from the date of subscription of Units (or such longer period as may be agreed between the Manager and the Trustee or such other period as may be prescribed by the Authority) by providing notice in writing to the Manager or their authorised agents or distributors. Investors may do so without incurring the preliminary charge and fees stated above. However, investors will have to take the risk for any price changes in the Net Asset Value of the sub-fund from the date of purchase and pay any administrative or other fees imposed by the distributors.

Full details of the cancellation of Units may be found in the terms and conditions for cancellation of Units attached to the application form.

10. Realisation of Units

10.1 Realisation Procedure

Holders may realise their Units on any Dealing Day by submitting to the Manager or its approved distributors or agents a written realisation request in such form and together with such other documents as may be required by them. The sub-fund is not listed and Holders can redeem only on Dealing Days. There is no secondary market for the sub-fund.

A Holder may not realise any Units during the Offer Period of a sub-fund. Other restrictions pertaining to the realisation of Units in the Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

The Manager may refuse any realisation requests where all relevant documentation has not been submitted, if such realisation would result in non-compliance with the Minimum Holding requirement relating to the relevant sub-fund, or in any other circumstances agreed with the Trustee and notified to the Holders.

With a view to protecting the interest of Holders, the Manager may, with the approval of the Trustee, in certain instances stipulated in the Deed, limit the total number of Units which Holders may realise on any Dealing Day to ten per cent of the total number of Units of such sub-fund then in issue in accordance with the Deed. If so, requests for realisation of Units in the sub-fund on such Dealing Day will be reduced rateably and be treated as if made in respect of each subsequent Dealing Day until all Units in the sub-fund to which the original request related have been realised.

10.2 Minimum Holding

A Holder shall not be entitled to realise only part of his holding of Units without the approval of the Manager and the Trustee if due to such realisation, his holding would be reduced to less than the Minimum Holding.

The Minimum Holding for the Amundi Bonus Builder Fund is set out in Appendix 1 to this Prospectus.

10.3 Pricing and Dealing Deadline

The pricing and dealing deadline in relation to realisation of Units of the Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

10.4 How the Realisation Proceeds are Calculated

The method of calculation of realisation proceeds for the Amundi Bonus Builder Fund is set out in Appendix 1 to this Prospectus.

10.5 Payment of Realisation Proceeds

The realisation proceeds will be paid to Holders of the Amundi Bonus Builder Fund within such time as stipulated in Appendix 1 to this Prospectus.

In the case of an investor who has purchased Units with cash, any monies payable to him under the provisions of the Deed 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.

In the case of an investor who has purchased Units with SRS monies, any monies payable to him under the provisions of the Deed in respect of such Units will be paid by transferring the monies to the relevant bank for credit of the investor's SRS Account or otherwise in accordance with the provisions of any applicable laws, regulations or guidelines. Where his SRS Account has been closed, the monies will be paid to the investor in accordance with any applicable law, regulations or guidelines.

10.6 Compulsory realisations

The Manager has the right (in consultation with the Trustee) to realise compulsorily, without prior notice, any holding of Units which is held by:

- (i) any Holder who is or may be in breach of, or if the Manager deems necessary for the compliance by the Manager, the sub-funds or the Fund with, any applicable law or regulation in any jurisdiction;
- (ii) any Holder who, in the opinion of the Manager, may cause the sub-funds or the Fund to lose its authorised or registered status with any regulatory authority in any jurisdiction or the offer of the Units of the sub-funds or the Fund to become subject to prospectus registration requirements under any law or regulation in any other jurisdiction;
- (iii) any Holder who, in the opinion of the Manager, may cause a detrimental effect on the tax status of the sub-funds or the Fund in any jurisdiction, or on the tax status of the Holders of the sub-funds or the Fund, resulting in the sub-funds or the Fund suffering any other legal or pecuniary disadvantage which the sub-funds or the Fund 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.

11. Switching and Transfer of Units

Currently, no facility for the switching of Units between sub-funds of the Fund is available.

12. Obtaining Prices of Units

The Amundi Bonus Builder Fund will be valued daily. The Net Asset Value per Unit of the Sub-Fund will be published in The Business Times, Bloomberg and the Manager's website at www.amundi.com/sgp. The Net Asset Value per Unit will normally be available within three Business Days in Singapore after each relevant Dealing Day.

The Manager does 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 the prices by such publisher and shall incur no liability in respect of any action taken or loss suffered by any investors in reliance upon such publications.

13. Suspension of Dealings

13.1 Subject to the provisions of the Code relating to suspension of dealings, the Manager or the Trustee may, with the prior written approval of the other, suspend the issue, realisation, switching and valuation of Units during:

- (i) any period when the Recognised Stock Exchange¹ or the OTC Market² on which any Authorised Investments forming part of Deposited Property (whether of the Sub-Fund or of the Fund) for the time being are dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;
- (ii) the existence of any state of affairs which, in the opinion of the Manager and the Trustee might seriously prejudice the interests of the Holders (whether of the Sub-Fund or of the Fund) as a whole or of the Deposited Property (whether of the Sub-Fund or 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 that OTC Market or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained;
- (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 Manager and the Trustee, be carried out at normal rates of exchange;
- (v) any 48-hour period (or such longer period as the Manager and the Trustee may agree) prior to the date of any meeting of Holders (or any adjournment 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 Manager or the Trustee in relation to the operation of the Sub-Fund or of the Fund is substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God; or
- (viii) any period as may be required under the Code.

13.2 Subject to the provisions of the Code relating to suspension of dealings, such suspension shall take effect forthwith upon the declaration in writing thereof by the Manager to the Trustee (or, as the case may be by the Trustee to the Manager) and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension

¹ “**Recognised Stock Exchange**” means any stock exchange or futures exchange or organised securities exchange or other market of sufficient repute in any part of the world as may be approved by the Manager 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 Manager a satisfactory market for such Authorised Investment.

² “**OTC Market**” means any over-the-counter market or over-the-telephone market in any country in any part of the world, and in relation to any particular Authorised Investment shall be deemed to include any responsible firm, corporation or association in any country in any part of the world dealing in the Authorised Investment which the Manager may from time to time elect.

shall have ceased to exist and no other conditions under which suspension is authorised under this paragraph 13 shall exist upon the declaration in writing thereof by the Manager (or, as the case may be, by the Trustee).

14. Performance

The performance details of the Amundi Bonus Builder Fund are set out in Appendix 1 to this Prospectus.

15. Soft Dollar and Commission Sharing Arrangements

15.1 The Manager and Sub-Manager currently do not but are entitled to receive or enter into soft-dollar and commission sharing arrangements in the management of the Fund or the relevant sub-fund. The soft-dollar and commission sharing arrangements which the Manager and Sub-Manager may receive or enter into include specific advice as to the advisability of dealing in, or of the value of any investments, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses, data and quotation services, computer hardware and software or any other information facilities to the extent that they are used to support the investment decision making process, the giving of advice, or the conduct of research or analysis, and custodian service in relation to the investments managed for clients. Goods and services received under soft-dollar and commission sharing arrangements shall not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries or direct money payment.

15.2 The Manager and Sub-Manager may not accept or enter into soft-dollar and commission sharing arrangements unless such soft-dollar and commission sharing arrangements shall reasonably assist them in their management of the Fund or the relevant sub-fund, provided that the Manager and Sub-Manager shall ensure at all times that best execution is carried out for the transactions and that no unnecessary trades are entered into in order to qualify for such soft-dollar and commission sharing arrangements.

15.3 The Manager and Sub-Manager do not, and are not entitled to, retain cash rebates for their own account in respect of rebates earned when transacting in securities for account of the Fund or the relevant sub-fund.

15.4 The Manager and Sub-Manager will comply with applicable regulatory and industry standards on soft dollars.

16. Conflicts of Interest

16.1 The Manager and the Trustee will conduct all transactions with or for the Fund and the relevant sub-fund on an arm's length basis.

16.2 The Manager, the Sub-Manager, the Guarantor (where applicable) and the Trustee and each of their respective affiliates (together the "**Parties**") are or may be involved in other financial, investment and professional activities which may on occasion cause conflict of interest with the management of the relevant sub-fund. Each of the Parties will ensure that the performance of their respective duties will not be impaired by any such involvement. In the event a conflict of interest does arise, the Parties will endeavour to ensure that it is resolved fairly and in the interest of the Holders.

16.3 In addition, valuations of the Unquoted Investment of a sub-fund may be performed by the Sub-Manager or by an affiliate of the Manager. Such valuations would form the basis upon which the Net Asset Value of the relevant sub-fund is calculated where such Unquoted Investment constitute part of the assets of the relevant sub-fund. The Manager acknowledges that the Sub-Manager or the relevant affiliate of the Manager may have a potential conflict of interest by virtue of providing such valuations. However, the Manager believes that such conflicts can be adequately managed and expects that the Sub-Manager or the relevant affiliate of the Manager will be suitable and competent to provide such valuations and will do so at no further cost to the relevant sub-fund which would be the case if the services of an unrelated third party were engaged to provide such valuations.

16.4 The Manager or the Trustee may own, hold, dispose or otherwise deal with Units as though they were not a party to the Deed. In the event of any conflict of interest arising as a result of such dealing, the Manager and the Trustee, following consultation, will resolve such conflict in a just and equitable manner as they deem fit.

17. Reports

Financial Year-End and Distribution of Reports and Accounts

The financial year-end for the Fund is 31 December. The annual report, annual accounts and the auditor's report on the annual accounts will be prepared and sent or made available to the Holders 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 will be prepared and sent or made available to the Holders within 2 months of the financial half-year end (or such other period as may be permitted by the Authority).

18. Queries and Complaints

If you have questions concerning your investment in the Amundi Bonus Builder Fund, you may call the Manager at telephone number (65) 6439 9333 or email the Manager at enquiry@sg.amundi.com.

19. Other Material Information

19.1 Information on Investments

Holders will receive a confirmation note for every transaction that they make in relation to units in the relevant sub-fund. At the end of each quarter, Holders will receive a statement showing the value of their investment, including any transactions during the quarter.

19.2 Distribution of Income, Capital Gains and/or Capital

Unless explicitly guaranteed, the Manager shall have the discretion to determine whether a distribution is to be made in relation to a sub-fund, subject to the investment objective and focus of the relevant sub-fund. In determining the amount for distribution, the Manager may in their discretion decide that no fraction of or any fraction of one cent per Unit is to be distributed in connection with any such distribution. Unless otherwise stated, any distribution for Holders of any sub-fund who purchase Units with SRS monies will be automatically reinvested. ***Investors should note that any distributions made will normally reduce the net asset value per unit of the relevant sub-fund.***

19.3 Exemptions from Liability

- 19.3.1** The Trustee and the Manager shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.
- 19.3.2** The Trustee and the Manager 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 judgement 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 Manager shall be under any liability therefore or thereby.
- 19.3.3** Neither the Trustee nor the Manager shall be responsible for any authenticity of any signature or of any seal affixed to any transfer or form of application, endorsement or other document affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Manager respectively shall nevertheless be entitled but not bound to require that the signature of any such person to any document required to be signed by him under or in connection with the Deed shall be verified to its or their reasonable satisfaction.
- 19.3.4** Any indemnity expressly given to the Trustee or the Manager 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 Manager from or indemnifying them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties where they fail to show the degrees of diligence and care required of them having regard to the provisions of the Deed.
- 19.3.5** Neither the Trustee nor the Manager shall be responsible for acting upon any resolution purporting 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.
- 19.3.6** Neither the Manager nor the Trustee shall be responsible to the Fund, the relevant sub-fund or any Holder for any loss or damage arising from reasons or causes

beyond their control, or the control of any of their respective employees, including without limitation, nationalisation, expropriation, currency restrictions, acts of war, terrorism, insurrection, revolution, civil unrest, riots or strikes, nuclear fusion or acts of God.

19.3.7 The Trustee shall be responsible for the safe custody of the Deposited Property. Any Authorised Investment forming part of the Deposited Property of the relevant 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 Manager and be dealt with as the Trustee may think proper for the purpose of providing for the safe custody thereof. The Trustee may act as custodian itself or may appoint such persons (including any associate of the Trustee) as custodian or joint custodians (with the Trustee if acting as custodian or with any other custodian appointed by the Trustee) of the whole or any part of the Deposited Property of the relevant sub-fund and (where the Trustee is custodian) may appoint or (where the Trustee appoints a custodian) may empower such custodian or joint custodian (as the case may be) to appoint with prior consent in writing of the Trustee, sub-custodians. The fees and expenses of any such custodian, joint custodian or sub-custodian shall be paid out of the Deposited Property of the relevant sub-fund. The Trustee may at any time procure that:

- (i) the Trustee;
- (ii) any officer of the Trustee jointly with the Trustee;
- (iii) any nominee appointed by the Trustee;
- (iv) any such nominee and the Trustee;
- (v) any custodian, joint custodian or sub-custodian appointed;
- (vi) any company operating a depository or recognised clearing system in respect of the Deposited Property of any sub-fund; or
- (vii) any broker, financial institution or other person with whom the sum 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 Authorised Investments in registered form held upon the trusts of the Deed.

Notwithstanding anything contained in the Deed:

- (a) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any depository or clearing system with which Authorised Investments may be deposited or any broker, financial institution or other person with whom Authorised Investments are deposited in order to satisfy any margin requirement;
- (b) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee except where the Trustee has failed to exercise reasonable skill

and care in the selection, appointment and monitoring of such appointee (having regard to the market in which the relevant appointee is located) or the Trustee is in wilful default; and

- (c) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any sub-custodian not appointed by it.

19.3.8 The Trustee shall not be liable for any act, omission or default of the Guarantor and/or the Manager and/or the Sub-Manager nor shall the Trustee be liable for the insolvency, liquidation or winding-up or any other circumstance of the Guarantor and/or the Manager and/or the Sub-Manager.

19.4 Investment Restrictions

The Authorised Funds Investment Guidelines contained in Appendix 1 of the Code on Collective Investment Schemes shall apply to the Amundi Bonus Builder Fund.

19.5 Securities Lending

The Manager and the Sub-Manager currently do not intend to engage in securities lending or repurchase transactions for any of the sub-funds but may do so in future. However, should the Manager and the Sub-Manager decide otherwise, securities lending or repurchase transactions would be undertaken in accordance with the requirements in the Code.

Appendix 1

Amundi Bonus Builder Fund

This Appendix 1 sets out details of the Amundi Bonus Builder Fund, an open-ended sub-fund of the Fund (also referred to in this Appendix 1 as the “**Sub-Fund**”).

1. Investment Objective

The investment objective of Amundi Bonus Builder Fund is to provide investors with:

- (i) a fixed payout of 4.8% per annum of the Initial Offer Price per Unit, comprising 4 quarterly payouts of 1.2% of the Initial Offer Price per Unit (each quarterly payout referred to as a “**Payout**”) payable on the last Dealing Day at the end of each calendar quarter (each referred to as a “**Payout Date**”);
- (ii) 80% lock-in of the highest Net Asset Value per Unit of the Sub-Fund observed over the past 12 months on a rolling basis (the “**Minimum Floor**”); and
- (iii) long-term capital growth through participation* in Asian (including Japan) and Australian equity indices.

* “Participation” is achieved through futures contracts, swap agreements and/or options which the Sub-Fund will enter into. The performance of the Sub-Fund is linked to the performance of the selected equity indices (without any actual exposure to the component stocks of these indices) through the futures contracts, swap agreements and/or options. For the avoidance of doubt, the assets of the Sub-Fund will not be invested directly in the component stocks of these indices.

Investors should note that only the Payouts and Minimum Floor are backed by a Guarantee (as defined in paragraph 9 below) provided by Société Générale S.A. The Sub-Fund is not a capital guaranteed fund.

Investors should also note that the Sub-Fund shall be terminated by the Manager without obtaining any further approval, by giving at least three months’ prior written notice to Holders, should the Net Asset Value per Unit of the Sub-Fund fall below 50% of the Initial Offer Price per Unit determined at the time of the establishment of the Sub-Fund for its Initial Offer Period (i.e. below S\$0.50 per Unit as the Initial Offer Price per Unit was S\$1.00) at any time during the life of the Sub-Fund. The Fund, the Sub-Fund and/or the Guarantee may also be terminated in certain other circumstances – please refer to the Deed for more information. In addition, the Guarantee (as defined in paragraph 9 below) may be terminated by the Manager, the Trustee or the Guarantor (as defined in paragraph 9 below) if the Fund or the Sub-Fund is terminated in accordance with the provisions of the Deed, and the obligations of the Guarantor under the Guarantee will cease in the event of such termination.

2. Investment Focus and Approach

To achieve the investment objective, Amundi Bonus Builder Fund will invest in a portfolio mix of Growth Assets and Safe Assets as set out below.

Growth Assets

The Growth Assets will comprise futures contracts, swap agreements and/or options that will provide the investor with participation into the performance of Asian (including Japan) and Australian equity markets through the following portfolios or indices or other indices having similar characteristics:

- Hang Seng Index Portfolio
- Kospi Index Portfolio
- MSCI Taiwan Index
- ASX 200 Equity Index
- TOPIX Equity Index

Hang Seng Index Portfolio and Kospi Index Portfolio

To gain exposure to the performance of the Hang Seng Index and the Kospi Index, the Sub-Fund may enter into separate performance swap agreements with Société Générale (or any other affiliates of the Manager or the Sub-Manager) and/or invest directly into futures and/or options contracts that are traded on Recognised Stock Exchanges. The Sub-Fund might also buy put option contracts on the Hang Seng Index or the Kospi Index to act as a stop loss mechanism.

MSCI Taiwan Index, ASX 200 Equity Index and TOPIX Equity Index

The Sub-Fund will further invest in futures contracts that are traded on Recognised Stock Exchanges to gain exposure to the equity performances of the Taiwanese market, the Australian market and the Japanese market.

The participation rate to the Growth Assets of the Sub-Fund may vary within a range between 0% and up to but excluding 100%.

Safe Assets

The Safe Assets will comprise money market and fixed income instruments issued by corporations or issued by, or guaranteed by, a government, government agency or supranational and/or money market and fixed income collective investment schemes.

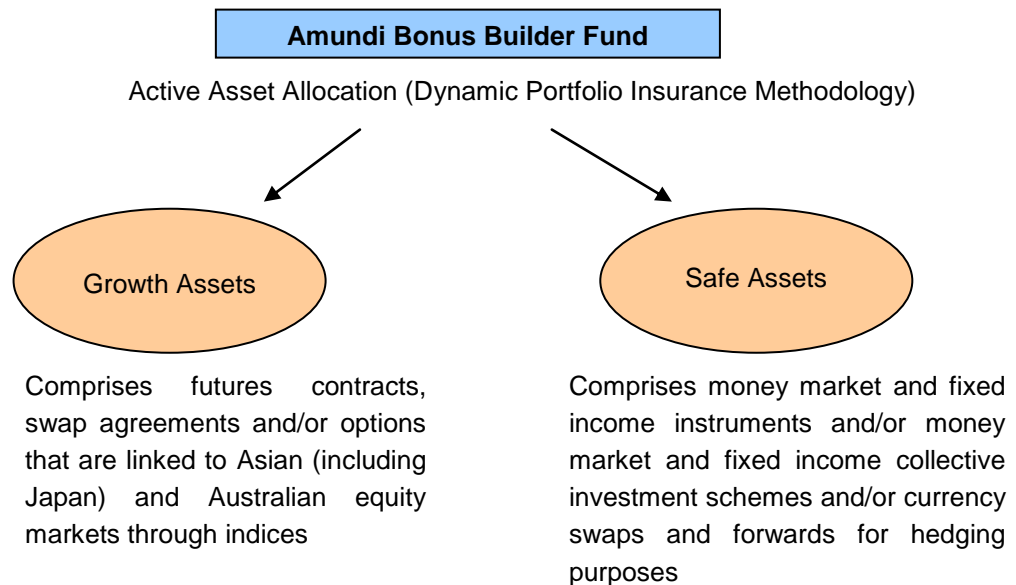
Also, in order to hedge the currency exposure of the securities in the Safe Assets portfolio, currency swaps and forwards will be utilised.

Investment Approach

The investment approach for the Sub-Fund will be managed on a dynamic basis in accordance with the Dynamic Portfolio Insurance methodology. This involves utilising a comprehensive asset allocation program that actively determines the optimal mix of Growth Assets and Safe Assets in order to maximise the expected return of the Sub-Fund. Investment into the Growth Assets is variable and is dependent on its volatility, liquidity, returns, estimated underlying daily maximum loss and the structure of interest rates.

The Sub-Fund will also invest in futures contracts, swap agreements and/or options for hedging purposes.

Consequently, in the event of a sustained equity market decline, the Sub-Fund's participation in the Growth Assets may be substantially reduced such that the Sub-Fund is comprised almost entirely of the Safe Assets and conversely, in the event of rising equity markets, the exposure to the Growth Assets may be substantially increased such that the Sub-Fund's participation in the Growth Assets may be close to 100% of the Net Asset Value of the Sub-Fund.



Dynamic Portfolio Insurance

The allocation between Growth Assets and Safe Assets is monitored daily and determined by the following process and formula. The purpose of the allocation is to seek to:

- increase the Sub-Fund's participation in the Growth Assets as its NAV increases and vice versa
- ensure that the Sub-Fund's NAV per Unit does not fall below the Minimum Floor
- ensure that the Minimum Floor can be maintained or increased throughout the 12-month period preceding each Dealing Day (inclusive).

On a particular Dealing Day:

Maximum risk = NAV(t) – Minimum Floor(t) – Annual Coupon – Value of hedging instruments per Unit

where:

- NAV(t) is the Net Asset Value per Unit of the Sub-Fund on that Dealing Day
- Minimum Floor (t) is equal to 80% of the highest Net Asset Value per Unit reached on any Dealing Day (inclusive) during the 12-month period before that Dealing Day (inclusive)

- Annual Coupon is equal to four quarterly payouts of 1.2% of the Initial Offer Price per Unit (corresponding to 4.8% annually)
- Value of hedging instruments per Unit is the value of the floors used for hedging interest rates divided by the number of Units in issue

The Sub-Manager will aim to optimise market exposure (so as to participate in the markets' potential) based on the amount of maximum risk.

After the Sub-Manager has determined the maximum risk that the Sub-Fund can bear based on the above formula, the Sub-Manager will then apply a multiplier to the maximum risk in order to calculate the appropriate participation rate in the Growth Assets. The multiplier is not a constant number but will vary throughout the life of the Sub-Fund depending on the risk characteristics of the Growth Assets. The multiplier will be determined by the Sub-Manager based on stringent stress tests conducted on the Growth Assets.

In accordance with the Dynamic Portfolio Insurance methodology, the Sub-Manager will manage the trade-off between investing in Safe Assets and in Growth Assets such as to maximise the Sub-Fund's participation given a certain level of permissible risk in the process described above.

Minimum Floor

The purpose of the Dynamic Portfolio Insurance methodology is to maximise exposure to the Growth Assets whilst still aiming to maintain a continuous Minimum Floor of the Sub-Fund's Net Asset Value per Unit on each Dealing Day.

The Minimum Floor for each Dealing Day (inclusive) is equal to 80% of the highest Net Asset Value per Unit reached during the 12 month period beginning on the day which is one calendar year before that Dealing Day (inclusive).

If such day is not a Dealing Day (inclusive), it will be the next Dealing Day (inclusive).

If the 12 month period as defined above includes more than four Payout Dates, its starting date shall be pushed forward to the nearest following Dealing Day such that the 12 month period includes at most four Payout Dates.

The Minimum Floor is backed by a guarantee provided by Société Générale S.A. (please refer to paragraph 9 below). The following example illustrates how the Minimum Floor is determined.

Illustration of the Minimum Floor

<p>Parameters: Initial NAV per unit is SGD 1.000 Minimum Floor is 80% of the highest NAV per unit achieved over past 12 months on rolling basis 12 months rolling basis is taken from point-to-point i.e. 15 Feb on Y1 to 15 Feb on Y2, 15 Dec on Y2 to 15 Dec on Y3</p>
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	Y1	Y1	...	Y1	Y1	Y2	Y2	...	Y2	Y2	Y3	Y3	...	Y3	Y3
	15-Jan	15-Feb	...	15-Nov	15-Dec	15-Jan	15-Feb	...	15-Nov	15-Dec	15-Jan	15-Feb	...	15-Nov	15-Dec
NAV per Unit	1.00	1.01	...	1.12	1.13	1.1	1.07	...	0.904	0.904	0.88	0.87	...	1.12	1.16
Max NAV per unit over 12 months	1.00	1.01	...	1.12	1.13	1.13	1.13	...	1.13	1.13	1.1	1.07	...	1.12	1.16
Minimum Floor (80%)	0.8	0.808	...	0.896	0.904	0.904	0.904	...	0.904	0.904	0.88	0.856	...	0.896	0.928

On the 15th of February of year 2, the maximum NAV over 12 months rolling is the NAV as of the 15th of December on year 1, and equal to 1.13.
Minimum floor = 1.13 x 80% = 0.904
Realisation price = 1.07

On the 15th of December of year 3, the maximum NAV over 12 months rolling is the NAV as of this date and equal to 1.16.
Minimum floor = 1.16 x 80% = 0.928
Realisation price = 1.16

The above diagram is purely illustrative and is not a forecast or indication of any expectation of the performance of the Sub-Fund.

3. Payout Policy of the Sub-Fund

The Payouts shall be based on the number of Units held by each Holder as at the end of each Payout Date, as evidenced by the Register of the Sub-Fund.

Investors should note that the Dealing Deadline for subscription and realisation of Units is 4 p.m. Singapore time, 2 Business Days before each Dealing Day (please refer to paragraphs 7 and 8 below for further details).

Hence, for the avoidance of doubt, where a Dealing Day falls on a Payout Date, Holders who submit to the Manager or its representatives a written Realisation Request before the Dealing Deadline of that Dealing Day will not, for the purpose of the Payout, be considered a registered Holder in respect of the Units realised on that Payout Date and will not therefore receive the relevant Payout in relation to those Units. Holders who submit to the Manager or its representatives a written Realisation Request after the Dealing Deadline of that Dealing Day will be deemed to have submitted their Realisation Request on the next Dealing Day and will therefore, for the purpose of the Payout on the first-mentioned Dealing Day, be considered a registered Holder in respect of the Units realised on that Payout Date and will receive the relevant Payout in relation to those Units.

For the avoidance of doubt, where a Dealing Day falls on a Payout Date, investors who submit to the Manager or its representatives a subscription form before the Dealing Deadline of that Dealing Day will, for the purpose of the Payout, be considered a registered Holder in respect of the Units subscribed on that Payout Date as set out in the subscription form and will therefore receive the relevant Payout in relation to those Units. Investors who submit to the Manager or its representatives a subscription form after the Dealing Deadline of that Dealing Day will be deemed to have submitted their subscription form on the next Dealing Day and will therefore, for the purpose of the Payout, not be considered a registered Holder in respect of the Units subscribed on that Payout Date and will not therefore receive the relevant Payout in relation to those Units.

The Payout will be payable to Holders within 30 days from the Payout Date.

The Payouts may, at the Manager's discretion and in consultation with the Trustee be paid out of the income and/or net capital gains of the Sub-Fund and/or the capital of the Deposited Property of the Sub-Fund. Holders of Units in the Sub-Fund may opt to either receive the Payouts in cash or have the Payouts automatically reinvested. **Investors**

should note that the Payouts made will reduce the Net Asset Value per Unit of the Sub-Fund.

4. Sub-Fund Details

Currency Base	Singapore Dollars
Payouts	4.8% per annum of the Initial Offer Price per Unit, comprising 4 quarterly payouts of 1.2% of the Initial Offer Price per Unit.
Liquidity	Prevailing Net Asset Value on each Dealing Day
Dealing Day / Valuation Day	Every Business Day
Business Day	Any day (other than a Saturday, Sunday or a gazetted public holiday) on which commercial banks in Paris and Singapore are open for business.

5. Subscription Details

Minimum Initial Investment	S\$1,000
Minimum Subsequent Subscription	S\$500
Minimum Holding	S\$1,000 or such number of Units which were or would have been purchased for S\$1,000 at the prevailing Issue Price at the time of the Holder's initial subscription or purchase of Units or such other number of Units or amount as may from time to time be determined by the Manager either generally or in any particular case
Mode of Payment	Cash or SRS monies

6. Fees and Charges

Fees payable in relation to the Sub-Fund	
Fees payable by Holders	
Preliminary Charge*	Currently 3% (Maximum 5%)
Realisation Charge	None (Maximum 1%)

Fees payable by the Sub-Fund	
Management Fee	Currently 1.5% p.a., Maximum 2% p.a.
Trustee Fee	Currently up to 0.065% p.a., Maximum 0.1% p.a.

The fees of the Sub-Manager will be paid by the Manager and not paid out of the assets of the Sub-Fund.

*The Preliminary Charge (if any) shall be retained by the Manager or its appointed distributors for their own benefit. Additional fees may be imposed and payable to appointed distributors that are in addition to the maximum Preliminary Charge disclosed above, depending on the specific nature of services provided by the appointed distributor.

7. Application for Units

Units in respect of applications received and accepted by the Manager before the Dealing Deadline (which is 4 p.m. Singapore time, 2 Business Days before each Dealing Day) shall be priced on a forward pricing basis. The Issue Price per Unit of the Sub-Fund shall be an amount equal to the Net Asset Value per Unit of the Sub-Fund (and truncated to 3 decimal places) as provided for in the Deed. Applications for Units in relation to a particular Dealing Day received and accepted by the Manager by the relevant Dealing Deadline shall be issued at the Issue Price calculated at the Valuation Point on the relevant Valuation Day. Applications for Units received after the Dealing Deadline or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day and issued at the Issue Price calculated at the Valuation Point on the relevant Valuation Day.

The Manager may subject to prior approval of the Trustee change the method of determining the Issue Price and the Trustee shall determine if the Holders should be informed of such change.

The following is an illustration of the number of Units that an investor will receive based on a gross investment of S\$1,000 at a notional Issue Price of S\$1.050 (assuming a Preliminary Charge of 3%).

S\$1,000	-	S\$30	=	S\$970
Gross investment Sum		Preliminary Charge (3%)		Net Investment Sum
S\$970	/	S\$1.050	=	923.80 Units
Net Investment Sum		Issue Price (Net Asset Value per Unit)		Number of Units Allotted

The above numerical example is purely illustrative and is not a forecast or indication of any expectation of the performance of the Sub-Fund.

8. Realisation of Units

Holders who wish to realise their Units may do so on Dealing Days by submitting a written Realisation Request to the Manager or its representatives before the Dealing Deadline, (which is 4 p.m. Singapore time, 2 Business Days before each Dealing Day). A Realisation Request once given is irrevocable.

Holders may realise their Units in full or partially. Partial realisation of Units must be for at least 500 Units, subject to the Holder maintaining a holding of at least S\$1,000 or such number of Units which were or would have been purchased for S\$1,000. As Units are realised on a forward pricing basis, the Realisation Price (as defined below) will not be ascertainable at the time of request.

Units in respect of written Realisation Requests in relation to a particular Dealing Day received and accepted by the Manager by the relevant Dealing Deadline shall be realised at the Realisation Price calculated at the Valuation Point on the relevant Valuation Day which is the higher of (1) the Net Asset Value per Unit of the Sub-Fund (truncated to 3 decimal places) calculated in accordance with the Deed or (2) the applicable Minimum Floor calculated in accordance with the Deed (the “**Realisation Price**”). Units in respect of written Realisation Requests received after the Dealing Deadline or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day and realised at the Realisation Price calculated at the Valuation Point on the relevant Valuation Day.

The Manager may subject to prior approval of the Trustee change the method of determining the Realisation Price and the Trustee shall determine if the Holders should be informed of such change.

Realisation proceeds shall normally be paid within 6 Business Days (or such other period as may be determined by the Authority) in Singapore after the relevant Dealing Day unless

the realisation of Units has been suspended in accordance with paragraph 13 of the Prospectus.

Investors should also note that, a Holder shall not be entitled (unless the Manager in any particular case or generally otherwise agrees) to realise less than 500 Units or such other amounts as may be determined by the Manager from time to time upon giving notice to the Holders.

The following is an illustration of the realisation proceeds that a Holder will receive based on a holding of 1,000 Units and a notional Realisation Price of S\$1.05 (the actual Realisation Price of the Units will fluctuate according to the Value of the Deposited Property of the Sub-Fund):

Your Holding	x	Realisation Price*	=	Realisation Proceeds
		(the higher of the Net Asset Value per Unit of the Sub-Fund or the applicable Minimum Floor)		
1,000 units	x	S\$1.050	=	S\$1,050
(*There is currently no realisation charge)				

The above numerical example is purely illustrative and is not a forecast or indication of any expectation of the performance of the Sub-Fund.

9. The Guarantee

The Payouts and the Minimum Floor are backed by a guarantee provided by Société Générale S.A. (the “**Guarantor**”) and is made pursuant to a guarantee agreement entered into between the Manager, the Trustee and Société Générale S.A. (the “**Guarantee**”).

Société Générale S.A. is a licensed bank under French law. As a licensed bank, Société Générale S.A. attracts deposits and offers commercial banking services. Société Générale S.A. operates worldwide and offers retail, corporate, investment and private banking and asset management services. Société Générale S.A. is rated A1, A+ and A by Moody’s, Fitch and Standard & Poor’s respectively.

The Guarantee in relation to the Amundi Bonus Builder Fund is a written agreement entered into between the Guarantor, the Trustee and the Manager and is for a limited term from the inception of the Sub-Fund to 8 December 2020. It is legally enforceable in Singapore against the Guarantor by the Trustee on behalf of the Holders and on such terms and conditions as agreed between the Trustee and the Guarantor. In particular, the obligations of the Guarantor under the Guarantee will cease if:

- (i) any law is passed or regulation is enacted which renders the Guarantee illegal;

- (ii) in the opinion of the Guarantor or the Manager, it is impracticable to continue with the Guarantee; or
- (iii) any new guidelines are issued by the relevant authorities which the Guarantor and the Manager consider impracticable to continue with the Guarantee.

In addition, the obligations of the Guarantor under the Guarantee will cease if the Manager, the Sub-Manager or the Trustee cease to be the manager, sub-manager or trustee of the Sub-Fund unless the Guarantor consents to the replacement manager, replacement sub-manager or replacement trustee. Investors should be aware that if Holders vote to replace the Manager, the Sub-Manager or the Trustee with a replacement which the Guarantor has not consented to, the obligations of the Guarantor under the Guarantee will cease.

Investors should also note that the Guarantee may be terminated by the Manager, the Trustee or the Guarantor if the Fund or the Sub-Fund is terminated in accordance with the provisions of the Deed (such as the event mentioned in the paragraph 1 above), and the obligations of the Guarantor under the Guarantee will cease in the event of such termination. The Fund, the Sub-Fund and/or the Guarantee may also be terminated in certain other circumstances – please refer to the Deed for more information.

The guarantee on the Payouts only applies to Holders who hold their investment until the relevant Payout Date. Units that are redeemed before the relevant Payout Date will be based on the prevailing Realisation Price of Units of the Sub-Fund.

The Guarantee, however, does not give any assurances as to the future solvency of the Guarantor itself. Holders should note that there may be a dilution of performance of the Sub-Fund due to the Guarantee structure being in place.

The Manager has every intention to operate the Sub-Fund for an indeterminate duration. Prior to the end of 8 December 2020, the Manager will seek to agree with the Guarantor a renewal of the term of the Guarantee. In the event that the Manager and the Guarantor fail to agree on a renewal of the term of the Guarantee, the Manager will use its best endeavours to procure a replacement guarantee on comparable terms, failing which, the Manager will terminate the Sub-Fund on the last Dealing Day before 8 December 2020. Although the Manager does not anticipate that there will be any substantial change to the terms of the renewed guarantee or the replacement guarantee (as the case may be), the new terms of the renewed guarantee or the replacement guarantee (as the case may be) will be submitted for approval at an extraordinary general meeting of the Holders before taking effect unless the Trustee is of the view that the entry into the renewed guarantee or the replacement guarantee (as the case may be) does not materially prejudice Holders' interests and will not result in any increase in the amount of costs and charges payable by the Sub-Fund in connection with entering into the renewed guarantee or the replacement guarantee (as the case may be).

If the Sub-Fund is terminated on the last Dealing Day before 8 December 2020 and no renewed guarantee or replacement guarantee is procured, all Units will be realised at the prevailing Realisation Price of Units of the Sub-Fund.

10. Risks

Investors should note that the maximum participation rate of the Sub-Fund in the Growth Assets is a participation rate up to but excluding 100% and the minimum participation rate is 0%.

The Guarantee will not apply in the event that the Sub-Fund is terminated in accordance with the Deed. The Guarantee is issued by the Guarantor and is subject to issuer risk.

(i) Guarantor Risk

The Guarantee (in relation to the Payouts and the Minimum Floor) does not give any assurances as to the future solvency of the Guarantor itself. Holders should note that there may be a dilution of performance of the Sub-Fund due to a guarantee structure being in place. **Please note that the Fund, the Sub-Fund and/or the Guarantee may be terminated in certain circumstances – please refer to paragraphs 1 and 9 of Appendix 1 as well as the Deed for more information.**

(ii) Counterparty Risk

In the event of a bankruptcy or insolvency of the counterparty, the Sub-Fund could experience delays in liquidating its positions and significant losses, including declines in the value of its investments during the period in which the Sub-Fund seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the relevant agreement was originated.

(iii) Market Risk

Due to its exposure to the equity markets, the value of the Sub-Fund is affected by movements and volatility in the equities market. Market volatility reflects the degree of instability and expected instability of the performance of the Units, the Growth Assets and/or the Safe Assets invested in by the Sub-Fund, and/or the techniques to gain exposure to the Growth Assets, where applicable.

(iv) Derivatives Risk

The Sub-Fund may invest in FDIs such as futures contracts, swap agreements and/or options for purpose of optimising returns in respect of the Sub-Fund, hedging and/or EPM. Therefore, the Sub-Fund is subject to risks associated with such instruments. Please refer to paragraph 8.1.2 of this Prospectus for more information.

(v) Specific Risk

Based on the Dynamic Portfolio Insurance asset allocation mechanism, if the Net Asset Value per Unit of the Sub-Fund approaches or falls below the Minimum Floor, determined in accordance with the formula for the allocation mechanism, then the Sub-Fund will no longer have any exposure to the Growth Assets during the 12 month period. Under such circumstances, all of the Sub-Fund's

investments will be in Safe Assets so as to ensure that the Minimum Floor can be maintained throughout that period. Once a Sub-Fund's exposure to Growth Assets has been reduced to zero, and even if the Growth Assets recover, investors will not benefit from the recovery of the Growth Assets during the 12 month period.

11. Regular Savings Plan (“RSP”)

Holders of 1,000 Units, subject to such Holder meeting the Minimum Holding requirements as set out in paragraph 5 in Appendix 1 or above, may participate in the Manager’s monthly investment scheme by investing in multiples of S\$100 (the minimum being S\$100) on a fixed day per month through direct debit.

For RSP using cash, Holders must complete an Interbank GIRO Form authorising the payment for the RSP and submit it together with the application form.

Payment for the RSP will be debited from the Holders' bank account on the 25th calendar day (or next Business Day if that day is not a Business Day) of each month and Units will be allotted on the same day after payment has been debited.

The Manager 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 Manager.

12. Performance

12.1 Past performance of the Sub-Fund

	<u>1 Year</u>	<u>3 Years*</u>	<u>5 Years*</u>	<u>Since inception*</u>
Amundi Bonus Builder Fund	-9.50%	-2.77%	-3.48%	-1.06%

Source: Amundi Singapore Limited, as of 31 May 2012

* Average annual compounded return

Notes:

- 1) Performance calculations are based on single pricing basis (inclusive of a preliminary charge of 3%, in SGD) and on the assumption that all dividends and distributions are reinvested taking into account all charges which would have been payable upon such reinvestment.
- 2) The Amundi Bonus Builder Fund was incepted on 8 December 2005.
- 3) The past performance of the Sub-Fund is not necessarily indicative of the future performance of the Sub-Fund.

- 4) As the Sub-Fund invests in structured products that aim to provide regular quarterly payouts to investors, there is no comparative benchmark against which the performance of the Sub-Fund is measured.

12.2 Expense ratio

The expense ratio³ of the Sub-Fund for the financial period 1 January 2011 to 31 December 2011 is 1.77%.

12.3 Turnover ratio

There is no turnover ratio⁴ of the Sub-Fund for the financial period 1 January 2011 to 31 December 2011, as there were no actual sales of the underlying investments during this period.

13. Examples of how the Sub-Fund Works

13.1 Minimum Floor

i. In Rising Equity Markets

Parameters:

Initial NAV per unit is SGD 1.000

Minimum Floor is 80% of the highest NAV per unit achieved over past 12 months on rolling basis

12 months rolling basis is taken from point to point i.e. 15 Dec on Y1 to 15 Dec on Y2

	Y1 15-Jan	Y1 15-Feb	...	Y1 15-Nov	Y1 15-Dec	Y2 15-Jan	Y2 15-Feb	...	Y2 15-Nov	Y2 15-Dec
NAV per Unit	1.00	1.07	...	0.93	0.95	0.94	1.10	...	1.12	1.15
Max NAV per unit over 12 months	1.00	1.07	...	1.07	1.07	1.07	1.10	...	1.12	1.15
Minimum Floor (80%)	0.8	0.856	...	0.856	0.856	0.856	0.88	...	0.896	0.92

On the 15th of December year 2, the maximum NAV over 12 months rolling is the NAV as of this date, and equal to 1.15.
 Minimum floor = 1.15 x 80% = 0.92
 Realisation price = 1.15

³ The expense ratio of the Sub-Fund is calculated in accordance with the requirements in the Investment Management Association of Singapore's guidelines on the disclosure of expense ratios and is based on figures in the Sub-Fund's audited accounts. The following expenses (where applicable) are excluded from the calculation of the expense ratio above:

- brokerage and other transaction costs associated with the purchase and sales of investments;
- interest expense;
- foreign exchange gains and losses of the Sub-Fund, whether realised or unrealised;
- front end loads, back-end loads or other costs arising on the purchase or sale of a foreign unit trust or mutual fund;
- tax deducted at source or arising on income received including withholding tax; and
- dividends and other distributions paid to Holders.

⁴ The turnover ratio above is calculated based on the lesser of purchases or sales of the underlying investments of the Sub-Fund expressed as a percentage of daily average Net Asset Value, i.e., average daily Net Asset Value over the same period used for calculating the expense ratio for the Sub-Fund.

ii. In Declining Equity Markets

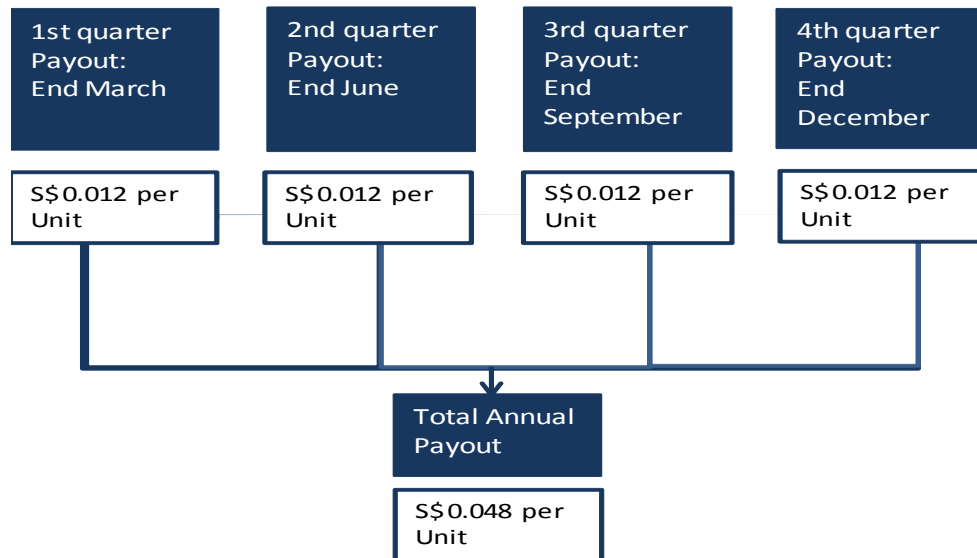
Parameters:
 Initial NAV per unit is SGD 1.000
 Minimum Floor is 80% of the highest NAV per unit achieved over past 12 months on rolling basis
 12 months rolling basis is taken from point to point i.e. 15 Dec on Y1 to 15 Dec on Y2

	Y1	Y1	...	Y1	Y1	Y2	Y2	...	Y2	Y2
	15-Jan	15-Feb	...	15-Nov	15-Dec	15-Jan	15-Feb	...	15-Nov	15-Dec
NAV per Unit	1.00	1.01	...	1.12	1.13	1.1	1.07	...	0.91	0.904
Max NAV per unit over 12 months	1.00	1.01	...	1.12	1.13	1.13	1.13	...	1.13	1.13
Minimum Floor (80%)	0.8	0.808	...	0.896	0.904	0.904	0.904	...	0.904	0.904

On the 15th of December of year 2, the maximum NAV over 12 months rolling is the NAV as of the 15th of December on year 1, and equal to 1.13.
 Minimum floor = 1.13 x 80% = 0.904
 Realisation price = 0.904

The above examples are purely illustrative and are not forecast, predictions, projections or indication of any expectation of the future or likely performance of the Sub-Fund. Past performance figures are also not necessarily indicative of future performance. Value of Units in the Sub-Fund and the income accruing to the Units, if any, may fall or rise.

13.2 Payouts



The guarantee on the Payouts only applies to Holders who hold their investment until the relevant Payout Date. Units that are redeemed before the relevant Payout Date will be based on the prevailing Realisation Price of Units of the Sub-Fund.

Appendix 2

GLOSSARY OF TERMS

1. Definitions and Interpretation

Unless the context otherwise requires, the following words or expressions shall have the meanings respectively assigned to them in the Deed, namely:

"Accounts" in respect of each Accounting Period, means the accounts of the Fund for that period, as referred to in Clause 29 of the Deed.

"Auditors" means an accounting firm or corporation as defined in the Accountants Act, Chapter 2 of Singapore and for the time being appointed as Auditor or Auditors of the Fund by the Manager with the approval of the Trustee.

"Authorised Investments" means subject to the Code:

- (i) any Quoted Investment;
- (ii) any Investment in respect of which application for listing or for permission to deal has been made to a Recognised Stock Exchange 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 twelve weeks (or such other period as may be agreed between the Manager and the Trustee) or in respect of which the Manager is satisfied that the subscriptions or other transactions will be cancelled if the application is refused;
- (iii) any Unquoted Investment;
- (iv) any Investment denominated in any currency;
- (v) any Investment which is a unit in any unit trust scheme or a share or participation in an open-ended mutual fund or other collective investment scheme;
- (vi) any Investment which is a future, option, forward, swap, collar, floor or other derivative;
- (vii) the currency of any country or any contract for the spot purchase or sale of any such currency or for hedging purposes, any foreign exchange transaction or any forward contract of such currency;
- (viii) in relation to any CPFIS Included Fund, any investment for the time being approved by the relevant authorities for the purposes of unit trust schemes approved as CPFIS Included Funds under the CPFIS Regulations; and
- (ix) any other Investment not covered by paragraphs (i) to (vii) of this definition but selected by the Manager for investment of the Deposited Property of the relevant sub-fund and approved by the Trustee.

"Authority" means the Monetary Authority of Singapore.

"Bank" means a bank or other financial institution recognised or licensed by banking authorities in any relevant jurisdiction and reference to "Banker" shall be construed accordingly.

"Business Day" means in the case of the Amundi Bonus Builder Fund, any day (other than a Saturday, Sunday or a gazetted public holiday) on which commercial banks in Paris and Singapore are open for business and/or any particular place or any other day as the Manager and the Trustee may agree in writing.

"Companies Act" means the Companies Act, Chapter 50 of Singapore.

"Dealing Day" in connection with the issuance and realisation of Units of any particular sub-fund, means such Business Day or Business Days at such intervals (and in the case of a sub-fund which is a Feeder Fund or Fund of Funds, such Business Day or Business Days in Singapore and the relevant jurisdiction in which the relevant Underlying Entity is, or Underlying Entities are, domiciled, at such intervals) as the Manager shall determine at the time of establishment of that sub-fund and as the Manager shall otherwise determine from time to time with the approval of the Trustee.

"Dealing Deadline" in relation to any particular place and any particular Dealing Day, means such time of day (being a time of day on or, subject as hereinafter mentioned, prior to that Dealing Day) in that place as the Manager may with the approval of the Trustee from time to time determine.

"Deed" means the Deed of Trust dated 15 November 2000 made between SG Asset Management (Singapore) Limited (the retired managers) and RBC Dexia Trust Services Singapore Limited constituting the Fund as may from time to time be altered, modified or added to in accordance with the provisions therein contained and shall include any supplemental deed executed in accordance with the provisions thereof.

"Deposited Property" means all the assets, including cash, for the time being held or deemed to be held upon the trusts of the Deed (or if the context so requires, the part thereof attributable to a sub-fund).

"Feeder Fund" means a sub-fund which invests all or substantially all of its assets in Investments which are shares in one mutual fund company or units or sub-units in one unit trust scheme or participations in one mutual fund or other interests in any other collective investment scheme (i.e., an Underlying Entity).

"Fund" means the umbrella unit trust scheme constituted by the Deed and known as "Amundi Alternative Investments" or by such other name as the Manager (with the approval of the Trustee) may from time to time determine and comprising the sub-funds set out in Clause 8(B) of the Deed, and any other additional sub-fund which the Manager may from time to time, as it considers appropriate and in the interest of the Fund, create and include as a sub-fund constituting part of the Fund under Clause 8(B) of the Deed.

"Fund of Funds" means a sub-fund which invests all or substantially all of its assets in Investments which are shares in two or more different mutual fund companies or units or sub-units in two or more different unit trust schemes or participations in two or more different mutual funds or other interests in two or more other collective investment schemes (i.e., Underlying Entities).

"Guarantor" means such party as may be determined by the Manager and the Trustee in relation to a guarantee.

"Holder" means the registered holder for the time being of a Unit of a sub-fund including persons so registered as Joint Holders.

"Initial Offer Period" in relation to any particular sub-fund, means a period not exceeding 60 days (or such other period as may be agreed between the Manager and the Trustee) and commencing and ending on such dates as may be determined by the Manager during which Units in that sub-fund will be offered at the Initial Offer Price.

"Initial Offer Price" means the price at which a Unit in any sub-fund will be offered during the applicable Initial Offer Period (i.e. S\$ 1.00 per Unit).

"Investment" means any share, stock, bond, note, debenture, debenture stock, loan stock or other debt securities, unit or sub-unit in any unit trust scheme, participation in a mutual fund, warrant or other stock purchase right, future, option, forward, swap, collar, floor or other derivatives, loan convertible into security, money market instrument, certificate of deposit, banker's acceptance, commercial paper, promissory note, treasury bill, index and forward currency exchange contract or any other security which may be selected by the Manager for the purpose of investment of the Deposited Property of any sub-fund or which may for the time being form part thereof.

"Investment Sum" means the amount paid or to be paid to the Manager by an applicant for the subscription or purchase of Units, net of the Preliminary Charge and any rounding payable in respect thereof included in the Gross Investment Sum.

"Issue Price" means the issue price per Unit in any sub-fund referred to in Clause 11(B) of the Deed.

"Joint Holders" means such persons, not exceeding two in number, for the time being entered in the Register as joint holders of a Unit of any sub-fund, who shall hold the Unit either as Joint-All Holders or Joint-Alternate Holders.

"Joint-All Holders" means Joint Holders whose mandate the Manager and the Trustee shall act upon only if given by both of such Joint Holders.

"Joint-Alternate Holders" means Joint Holders whose mandate the Manager and the Trustee shall act upon if given by either of such Joint Holders.

"Management Fee" means a periodic charge not exceeding two per cent per annum of the Net Asset Value of the Deposited Property of a sub-fund at the relevant time or such other periodic charge as may from time to time be fixed or otherwise determined pursuant to Clause 23(A) of the Deed.

"Manager" means, Amundi Singapore Limited and any successors as Manager.

"Minimum Holding" means such number or value of Units as the Manager in any particular case as for any particular sub-fund or generally from time to time prescribe as the minimum number or value of Units of any sub-fund which may be held by any Holder.

"Net Asset Value", "Net Asset Value per Unit" or "NAV" in relation to a sub-fund means the value of all assets of that sub-fund less liabilities or, as the context may require, of a Unit of such sub-fund, determined in accordance with the provisions of Clause 10 of the Deed.

"Preliminary Charge" means a charge upon the issue of Units of any sub-fund of such amount as shall from time to time be fixed by the Manager generally or in relation to any

specific or type of transaction Provided That it shall not exceed five per cent. of the Gross Investment Sum in respect of such Units; such expression in the context of a given date shall refer to the charge or charges fixed by the Manager pursuant to the Deed and applicable on that date.

"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.

"Realisation Charge" 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 Manager generally or in relation to any specific or type of transaction Provided That it shall not exceed one per cent. of the Net Asset Value of the Deposited Property of such sub-fund divided by the number of Units in issue and deemed to be in issue at the relevant Valuation Point;

"Realisation Price" means the Realisation Price per Unit in any sub-fund referred to in Clause 14(C) of the Deed.

"Realisation Request" shall have the meaning ascribed to it in Clause 14(B) of the Deed.

"Recognised Stock Exchange" means any exchange or over-the-counter market or other market of sufficient repute in any part of the world as may be determined by the Manager with the approval of 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 Manager a satisfactory market for such Authorised Investment;

"Register" means the Register of Holders in relation to each sub-fund referred to in Clause 7(A) of the Deed and "Registers" shall be construed accordingly.

"Securities and Futures Act" means the Securities and Futures Act, Chapter 289 of Singapore, and all regulations thereto.

"Trading Gains Account" shall have the meaning ascribed to it in Clause 18(B) of the Deed.

"Trustee" means the said RBC Dexia Trust Services Singapore Limited (formerly Dexia Trust Services Singapore Limited), and its successors as trustee of the Fund, and with regard to any provision or any provisions of the Deed as to the vesting of the Authorised Investments in the Trustee, includes also any nominee company of the Trustee approved by the Authority and any other relevant authority. Any successors as Trustee shall be a company approved by the Authority to act as Trustee under the Deed as provided by the Securities and Futures Act.

"Underlying Entity" means a mutual fund company or a sub-fund of a mutual fund company or a unit trust or a sub-fund of a unit trust or any other collective investment scheme, from time to time determined by the Manager to be invested into by a relevant sub-fund pursuant to Clause 16(C) of the Deed and "Underlying Entities" shall be construed accordingly.

"Unit" means one undivided share in a sub-fund under the Fund. Where the context so requires, the definition includes a fraction of a Unit and, save where the Deed otherwise provides, a fraction of a Unit shall rank pari passu and proportionately with a whole Unit.

"Unquoted Investment" means any Investment which is not quoted, listed or dealt in on any Recognised Stock Exchange.

"Valuation Day" in relation to any particular Dealing Day of any sub-fund means either such Dealing Day or such number of Business Day or Business Days (as the case may be) immediately following such Dealing Day, or such other day or days as the Manager with the prior approval of the Trustee may from time to time determine provided that not less than one calendar month's prior notice shall be given to the Holders of the relevant sub-fund before any such change takes effect.

"Valuation Point" means the close of business of the relevant markets on a Valuation Day or such other time as the Manager with the prior approval of the Trustee may from time to time determine, and the Manager shall notify the Holders of such change if required by the Trustee.

"Value" means in relation to an Authorised Investment the value of such Authorised Investment, determined in accordance with Clause 10(D) of the Deed.

"Year" means calendar year.

Signed:

Herve Leclercq
Director

Signed:

Jenny Sofian
Director

Signed:

Laurent Crosnier
Director

Signed:

Pascal Blanque
Director

Signed:

Reginald Tan
Director

Signed:

Winston Thng
Director

Signed:

Philippe Jauer
Director

Signed:

Jean-Michel Bourgoïn
Director

Amundi Singapore Limited

168 Robinson Road, #24-01 Capital Tower, Singapore 068912

Tel: (65) 6536 4822 Fax: (65) 6536 4322

Website: amundi.com/sgp Email: enquiry@sg.amundi.com

Reg. No. 198900774E

This Product Highlights Sheet is an important document.

- It highlights the key terms and risks of this investment product and complements the Prospectus¹.
- It is important to read the Prospectus before deciding whether to purchase units in the product. If you do not have a copy, please contact us to ask for one.
- You should not invest in the product if you do not understand it or are not comfortable with the accompanying risks.
- If you wish to purchase the product, you will need to make an application in the manner set out in the Prospectus.

AMUNDI ALTERNATIVE INVESTMENTS - AMUNDI BONUS BUILDER FUND (the “Fund”)

Product Type	Unit Trust	Launch Date	8 December 2005
Manager	Amundi Singapore Limited	Sub-Manager	Lyxor Asset Management
Trustee	RBC Dexia Trust Services Singapore Limited	Custodian	RBC Dexia Trust Services Singapore Limited
Capital Guaranteed	No	Expense Ratio for year ended 31Dec 2011	1.77%
Dealing Frequency	Every Business Day		

PRODUCT SUITABILITY

WHO IS THE PRODUCT SUITABLE FOR?

- The Fund is only suitable for investors who:
 - seek fixed payout of 4.8% per annum of the Initial Offer Price per Unit, comprising of 4 quarterly payouts of 1.2% of the Initial Offer Price per Unit payable on the last Dealing Day at the end of each calendar quarter (“**Payouts**”);
 - seek 80% lock-in of the highest Net Asset Value per unit of the Fund observed over the past 12 months on a rolling basis (the “**Minimum Floor**”);
 - seek long term capital growth through participation in Asian (including Japan) and Australia equity indices; and
 - understand that the Fund is not a capital guaranteed Fund and are comfortable that only the Payouts and Minimum Floor are backed by a **Guarantee** provided by Société Générale S.A.

Please refer to the prospectus for information on Payouts, Minimum Floor and Guarantee.

Further Information

Refer to Appendix 1 on page 18 of the Prospectus for further information on product suitability.

¹ The Prospectus is available at Amundi Singapore Limited, 168 Robinson Road, #24-01 Capital Towers, Singapore 068912 during business hours or its authorised agents or distributors.

Product-Specific Risks

You are exposed to Asset Allocation Risk:

- Based on Dynamic Portfolio Insurance asset allocation mechanism, if the NAV per unit of the Fund approaches or falls below the Minimum Floor, the Fund will no longer have any exposure to the Growth Assets during the 12 month period. Once the Fund's exposure to Growth Assets has been reduced to zero, investors will not benefit from the recovery of the Growth Assets during the 12 month period.

You are exposed to Payout Risk:

- The Payouts may be paid out of the income, net capital gains and/or capital of the Fund which will reduce the Net Asset Value per Unit of the Fund.

You are exposed to Termination Risk:

- Investors should note that the Fund shall be terminated by the Manager without obtaining any further approval, by giving at least three months' prior written notice to investors, should the Net Asset Value per Unit of the Fund falls below \$0.50 per Unit at any time during the life of the Fund.

You are exposed to Guarantor Risk:

- The Guarantee will not apply in the event that the Fund is terminated in accordance with the Trust Deed. The Guarantee is issued by the Guarantor and is subject to issuer risk.

You are exposed to Derivatives Risk:

- The Fund may invest in financial derivative instruments and may be subject to risks associated with such instruments including losses arising from changes in market circumstances contrary to positions taken.

Refer to the paragraph 1, 9 & 10 from page 18 to 28 of the Prospectus for further information on product specific risks.

FEES AND CHARGES

WHAT ARE THE FEES AND CHARGES OF THIS INVESTMENT?

Payable directly by you

- You will need to pay the following fees and charges as a percentage of your gross investment sum:

Preliminary Charge	<input type="radio"/> Currently 3% (Maximum 5%) for Cash and SRS investment
Realisation Charge	<input type="radio"/> None (Maximum 1%)

Payable by the Fund from invested proceeds

- The Fund will pay the following fees and charges to the Manager, Trustee and other parties:

Management Fee	<input type="radio"/> 1.5% per annum (Maximum 2% p.a.)
Trustee Fee	<input type="radio"/> Currently up to 0.065% per annum (Maximum 0.1% p.a.)

Refer to the paragraph 4 to 6 from page 23 to 24 of the Prospectus for further information on fees and charges.

VALUATIONS AND EXITING FROM THIS INVESTMENT

HOW OFTEN ARE VALUATIONS AVAILABLE?

The Fund is valued on each Dealing Day. The actual issue and realisation prices of units will be available within three Business Days in Singapore after each relevant Dealing Day in The Business Times, Bloomberg and the Manager’s website at www.amundi.com/sgp

Refer to the paragraph 7 & 8 from page 24 to 25 of the Prospectus for further information on valuation and exiting from the product.

HOW CAN YOU EXIT FROM THIS INVESTMENT AND WHAT ARE THE RISKS AND COSTS IN DOING SO?

- You can exit the Fund at any time by submitting realisation forms to the Manager or its authorised agents or distributors before the Dealing Deadline (which is 4p.m. Singapore time, 2 Business Days before each Dealing Day). For first-time individual investors, if you cancel the subscription within the cancellation period of 7 days from date of subscription, you may do so without incurring the sales charge and fees stated above. However, you will have to take the risk for any price changes in the Net Asset Value (NAV) of the Fund since you purchased it and pay any administrative or other fee imposed by the distributor.
- You will receive the realisation proceeds within 6 business days from the time the Manager receives and accepts your request to exit from the Fund.
- Your realisation price is determined as follows:
 - If you submit the redemption order in relation to a particular Dealing Day before the Dealing Deadline, you will be paid a price which is the higher of the NAV per Unit of the Fund at the close of that Dealing Day or the applicable Minimum Floor (the “**Realisation Price**”).
 - If you submit the redemption order after the Dealing Deadline, it shall be treated as having been received on the next Dealing Day and realised at the Realisation Price calculated at the Valuation Point on the relevant Valuation Day.
 - The net realisation proceeds that you will receive will be the Realisation Price multiplied by the number of units realised, less any charges. An example is as follows:

Number of units realised	X	Realisation Price* (Net Asset Value per Unit)	=	Realisation Proceeds
1,000 units	X	\$1.050	=	S\$1,050

* There is currently no realisation charge.

CONTACT INFORMATION

HOW DO YOU CONTACT US?

Customer Service Hotline: (65) 6439 9333
 Email: enquiry@sg.amundi.com

APPENDIX GLOSSARY OF TERMS

“**Business Day**” means any day (other than a Saturday or Sunday or a gazetted public holiday) on which commercial banks in Paris and Singapore are open for business in any particular place or any other day as the Manager and the Trustee may agree in writing.

“**Dealing Day**” means every Business Day.