NOTICE ON RIGHT TO CANCEL

This Notice on Right to Cancel (“Notice”) is issued pursuant to the “Notice On Cancellation Period For Collective Investment Schemes Constituted as Unit Trusts” by the Monetary Authority of Singapore (“MAS”). You are advised to read this Notice carefully when investing in Unit Trusts.

The Right to Cancel And The Cancellation Period

1. The Client shall have the right to cancel an agreement to purchase units in respect of any Unit Trust (“Purchase Agreement”) within 7 calendar days from the date the Client signs the Purchase Agreement (“Cancellation Period”). In this Notice, “Unit Trust” means a collective investment scheme under which the property is held on trust for the participants and is authorised under section 286(2) of the Securities and Futures Act (Cap. 289).

2. Where the last day of the Cancellation Period falls on a Sunday or a public holiday, the Cancellation Period shall be extended to the next calendar day, not being a Sunday or a public holiday.

Where The Right To Cancel Does Not Arise

3. The Client is not entitled to cancel the Purchase Agreement in any of the following circumstances:-

a. the Client is not a natural person;

b. the Client is an existing participant in the Unit Trust, and the Purchase Agreement is the Client’s second or any subsequent Purchase Agreement, unless such Purchase Agreement (other than one which results from a switch of units in the Unit Trust) was entered into by the Client within the Cancellation Period of his first Purchase Agreement in respect of the Unit Trust;

c. where the Client switches units under paragraph 9 below; and

d. in the case where the Client participates in a Monthly Investment Plan, the second and any subsequent payment.

How To Exercise The Right To Cancel

4. The Client shall exercise his right to cancel by submitting his cancellation request in the “Cancellation” section of DBS Bank’s prescribed form(s) as applicable (i.e., the relevant Unit Trust Cash Application Form (where payment from the Client was in cash) and/or Unit Trust CPF/SRS Application Form (where payment was made from the Client’s CPF/SRS account(s)):-

a. by ordinary post to DBS Bank at the following address: T&O Unit Trust Operations, Robinson P.O. Box 1235, Singapore (902435); or

b. in person to a DBS Relationship Manager/POSB Personal Financial Consultant at any DBS Bank/POSB branch.

Any cancellation request submitted by the Client to DBS Bank and/or the relevant Fund Manager is irrevocable.

Calculation Of Amount To be Repaid

5. In the calculation of the amount to be refunded, the relevant price for calculating the said amount will be the dealing price following the receipt of the cancellation request by DBS Bank. Subject to the foregoing and paragraphs 6 and 7 below, DBS Bank shall, where the Client has made payment for his Purchase Agreement, refund the Client in compliance with the requirements under the prevailing Code of Collective Investment Schemes (issued by the MAS) in respect of payment of redemption proceeds, subject to any modification by an exemption granted to the relevant Unit Trust, as if the cancellation was a redemption. In the case where the subscription is made using CPF/SRS funds, if the process to withdraw funds from the CPF/SRS account(s) of the Client has been initiated, the refund can only be completed upon receipt by DBS Bank of the subscription proceeds.
Effect Of Cancellation (Including Deduction For Expenses)

6. Where the market value of the units held by the Client is greater than the original amount paid by the Client, DBS Bank and/or the Fund Manager are not obliged to pay the excess amount to the Client. Where the market value of the units held by the Client is lower than the original amount of investment, the Client will only receive the market value of the units and will not be entitled to recover the original amount of investment.

7. DBS Bank and/or the Fund Manager shall be entitled to recover any administrative expenses it has incurred by reducing the amount to be repaid to the Client. However, any sales charge, front-end load fee or realisation charge will not be chargeable to the Client. The amount refunded is subject to the Fund Manager’s confirmation.

Implications of Redemption/Switching Instead Of Cancelling

8. During the Cancellation Period, the Client may choose to redeem his units instead of exercising his right to cancel. The Client acknowledges:-

   a. that he will not be able to enjoy the benefits of cancellation in the event that he chooses to redeem his units and that the redemption proceeds that the Client will receive may be lower than the amount being refunded had he exercised his cancellation right if the appreciation in the value of units in the Unit Trust is less than the initial sales charge; and

   b. the published prices are indicative and can change between the submission and processing of the redemption request.

9. Switching is subject to the Terms and Conditions (as defined below) and Trust Deed of the relevant Unit Trust. In the event where switching is permitted under the Terms and Conditions and the Trust Deed, and where Client decides to switch, Client acknowledges:-

   a. that he shall not receive any refund of initial sales charge in relation to the Purchase Agreement;

   b. that it is not certain whether Client would be in a better or worse position if he switches Unit Trusts (as compared to cancelling);

   c. the Client may incur switching related fees (which may vary depending on the Fund Manager); and

   d. the Client will not have the right to cancel in respect of any Unit Trust that he switches into.

Additional Terms

10. Partial cancellations are not permitted.

11. Where the cancellation request is sent by post, the relevant day for determining whether the right to cancel has been exercised within the Cancellation Period is the date on which such request is posted by the Client (as determined by the postmark). If the postmark is absent or unclear, the Client shall furnish such evidence of the date of posting of the cancellation request as may be required by DBS Bank. In the event where the evidence furnished by the Client does not, based on DBS Bank’s absolute discretion, satisfactorily demonstrate that the Client had exercised his right to cancel during the Cancellation Period, DBS Bank shall have the right to reject the Client’s cancellation request and Client shall have no further recourse against DBS Bank.

12. These terms are in addition to DBS Bank’s standard terms and conditions governing investments in funds (“Terms and Conditions”). To the extent that the subject-matter relates to the Client’s right to cancel prescribed under the prevailing “Notice On Cancellation Period For Collective Investment Schemes Constituted as Unit Trusts” issued by the MAS pursuant to the Securities and Futures Act (Cap. 289), these terms shall prevail in the event of any inconsistency between these terms and the Terms and Conditions All capitalised words and expressions in the terms herein shall have the same meaning as defined in the Terms and Conditions.