

# FIRST SUPPLEMENTARY INFORMATION MEMORANDUM OF TA ASIAN BOND FUND

This First Supplementary Information Memorandum of TA Asian Bond Fund dated 28 February 2024 (“First Supplementary Information Memorandum”) must be read together with the Information Memorandum of TA Asian Bond Fund dated 19 February 2020 (“Information Memorandum”).

**Manager** : **TA Investment Management Berhad** (Registration Number: 199501011387 (340588-T))

**Trustee** : **CIMB Commerce Trustee Berhad** (Registration Number: 199401027349 (313031-A))

The date of constitution of the TA Asian Bond Fund is 13 February 2020.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE INFORMATION MEMORANDUM AND THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE “RISK FACTORS” COMMENCING ON PAGE 15 OF THE INFORMATION MEMORANDUM AND PAGE 10 OF THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM.**

**THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM OF TA ASIAN BOND FUND DATED 28 FEBRUARY 2024 MUST BE READ TOGETHER WITH THE INFORMATION MEMORANDUM OF TA ASIAN BOND FUND DATED 19 FEBRUARY 2020.**

### **Responsibility Statements**

This First Supplementary Information Memorandum has been reviewed and approved by the directors of TA Investment Management Berhad and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this First Supplementary Information Memorandum false or misleading.

### **Statements of Disclaimer**

**The Securities Commission Malaysia has not authorised or recognised the TA Asian Bond Fund (“Fund”) and a copy of the Information Memorandum and this First Supplementary Information Memorandum have not been registered with the Securities Commission Malaysia.**

**The lodgement of the Information Memorandum and this First Supplementary Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Information Memorandum and this First Supplementary Information Memorandum.**

**The Securities Commission Malaysia is not liable for any non-disclosure on the part of TA Investment Management Berhad responsible for the Fund and takes no responsibility for the contents in the Information Memorandum and this First Supplementary Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of the Information Memorandum and this First Supplementary Information Memorandum, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.**

**INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IF INVESTORS ARE UNABLE TO MAKE THEIR OWN EVALUATION, THEY ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS.**

### **Additional Statements**

Investors should note that they may seek recourse under the *Capital Markets and Services Act 2007* for breaches of securities laws including any statement in this First Supplementary Information Memorandum that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this First Supplementary Information Memorandum or the conduct of any other person in relation to the Fund.

This First Supplementary Information Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or to any US Person(s), except in a transaction which does not violate the securities laws of the United States of America. Accordingly, investors may be required to certify that they are not US Person(s) before making an investment in the Fund.

### **Additional Disclosures on Personal Information**

Investors are advised to read and understand the full personal data or information related disclosures which will be given to you together with the application form before purchasing Units of the Fund. The said disclosures consist of, but is not limited to, TA Investment Management Berhad being entitled to transfer, release or disclose from time to time any information relating to the Unit Holders to any of TA Investment

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Management Berhad's parent company, subsidiaries, associate companies, affiliates, delegates, service providers and/or agents (including any outsourcing agents and/or data processors) for any purpose on the basis that the recipients shall continue to maintain the confidentiality of information disclosed as required by laws, regulations or directives, regulatory agency, government body or authority, or in relation to any legal action to any court.

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**Unless otherwise provided in this First Supplementary Information Memorandum, all the capitalised terms used herein shall have the same meanings ascribed to them in the Information Memorandum.**

This First Supplementary Information Memorandum is issued to inform investors that:

- The information relating to statements of disclaimer has been updated (please refer to page 1 of this First Supplementary Information Memorandum).
- The definitions of “Reinvestment Date”, “Sophisticated Investor(s)” and “Target Fund’s Prospectus” have been updated.
- The definitions of “Distribution Period” and “Distribution Shares” have been deleted.
- The information relating to the corporate directory of the Trustee has been updated.
- The information relating to the Fund has been amended.
- The information relating to manager risk, loan financing risk and suspension risk have been inserted.
- The information relating to the specific risks related to the Fund has been updated.
- The information relating to the specific risks related to the Target Fund has been updated.
- The information relating to the risk mitigation of the Fund has been updated.
- The information relating to the information of Fullerton Lux Funds – Asian Bonds (“Target Fund”) has been updated.
- The illustration of computation of NAV and NAV per Unit for a particular day has been updated.
- The information relating to the distribution payment of the Fund has been updated.
- The information relating to the Manager has been updated.
- The information relating to the rights and liabilities of the Unit Holders, termination of the Fund and termination of a Class have been updated.
- The information relating to the customer service, unclaimed moneys policy and unclaimed distribution have been updated.
- The information relating to the business centres of the Manager has been updated.

**A. Amendment to “Definition” from pages 2 to 5 of the Information Memorandum**

- (i) The definitions of “Reinvestment Date”, “Sophisticated Investor(s)” and “Target Fund’s Prospectus” are hereby deleted and replaced with the following:-

Reinvestment Date	The distribution reinvestment date shall be within three (3) Business Days after the date of declaration of any distribution.
Sophisticated Investor(s)	Any person who: (a) is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors, as amended from time to time; or (b) acquires any capital market product specified under the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; or (c) fall under any other category(ies) of investors as may be permitted by the SC from time to time.

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	Note: For more information and/or updates on the definition of “Sophisticated Investor”, please refer to our website at <a href="http://www.tainvest.com.my">www.tainvest.com.my</a> .
Target Fund’s Prospectus	The prospectus for the Target Fund dated 6 December 2023 and as may be amended from time to time.

(ii) The definitions of “Distribution Period” and “Distribution Shares” are hereby deleted in their entirety.

**B. Amendment to “Corporate Directory” on page 6 of the Information Memorandum**

The information relating to the Trustee is hereby deleted and replaced with the following:-

**Trustee**

Name: CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A))

Registered Address: Level 13, Menara CIMB  
Jalan Stesen Sentral 2  
Kuala Lumpur Sentral  
50470 Kuala Lumpur

Telephone number: 03-2261 8888  
Facsimile number: 03-2261 0099

Business Address: Level 21, Menara CIMB  
Jalan Stesen Sentral 2  
Kuala Lumpur Sentral  
50470 Kuala Lumpur

Telephone Number: 03-2261 8888  
Facsimile Number: 03-2261 9894  
Email Address: [ss.corptrust@cimb.com](mailto:ss.corptrust@cimb.com)  
Website: [www.cimb.com](http://www.cimb.com)

**C. Amendment to “Chapter 1 - The Fund” from pages 7 to 14 of the Information Memorandum**

(i) The following information relating to the Fund is hereby deleted and replaced with the following:-

<b>FUND INFORMATION</b>	
<b>Investment Strategy</b>	<p>The Fund seeks to achieve its objective by investing a minimum of 85% of the Fund’s NAV in the Fullerton Lux Funds – Asian Bonds (“Target Fund”) and the remainder of the Fund’s NAV will be invested in liquid assets.</p> <p>The Fund may employ currency hedging strategies to hedge the foreign currency exposure to manage the currency risk of the Classes which are not denominated in the Base Currency.</p>

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	<p>If and when the Manager considers the investment in the Target Fund is unable to meet the objective of the Fund, the Manager may choose to replace the Target Fund with another collective investment scheme that is deemed more appropriate. The Manager will seek Unit Holders' approval before any such changes are made.</p> <p>As this is a feeder fund, the Manager will stay invested in the Target Fund as long as the Target Fund's investment objective and strategies will enable the Fund to meet its investment objective. Nevertheless, during adverse market conditions, the Manager may take a temporary defensive position which may be inconsistent with the Fund's strategy by reducing its investment into the Target Fund and increase the Fund's liquidity level by investing in liquid assets to safeguard the Unit Holders' interest.</p> <p>The Fund may change its investments in one class of the Target Fund into another class of the Target Fund (which must be denominated in the same currency) if the Manager is of the opinion that the change is in the interest of the Unit Holders. If the Manager wishes to effect such change, the Manager will seek concurrence from the Trustee and the Unit Holders will be notified before the implementation of such change. Please refer to Chapter 3: The Information on Fullerton Lux Funds – Asian Bonds ("Target Fund") for details of the Target Fund. Investors may obtain a copy of the Target Fund's Prospectus from the Manager upon request.</p>
<b>Asset Allocation</b>	<ul style="list-style-type: none"> <li>• A minimum of 85% of the Fund's NAV will be invested in the Target Fund;</li> <li>• A maximum of 15% of the Fund's NAV will be invested in liquid assets.</li> </ul>
<b>Specific Risks Associated with the Fund</b>	<ul style="list-style-type: none"> <li>• Risk of Passive Strategy</li> <li>• Currency Risk</li> <li>• Country Risk</li> <li>• Fund Management of the Target Fund Risk</li> <li>• Counterparty Risk</li> <li>• Temporary Suspension of the Collective Investment Scheme Risk</li> <li>• Distribution Out of Capital Risk</li> </ul>

**FEES AND CHARGES RELATED TO THE FUND**

*The table below describes the fees and charges directly incurred by you when you purchase or redeem Units of the Fund. All fees and charges quoted below are **exclusive** of any taxes and/or duties which may be imposed by the government or relevant authority unless otherwise specified.*

<b>SALES CHARGE</b>	<p>Up to 1.50% of the NAV per Unit imposed either by IUTAs, unit trust consultants or Manager.</p> <p><i>All sales charge is to be rounded to two (2) decimal points. We reserve the right to waive and/or reduce the sales charge from time to time at our absolute discretion.</i></p> <p><i>Note: Sophisticated Investors may negotiate for a lower sales charge through the sales and promotional campaigns from time to time;</i></p>
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	<p><i>alternatively, Sophisticated Investors may negotiate with their preferred distributors for a lower sales charge. Investment through the distributors shall be subject to their respective terms and conditions.</i></p> <p><b>Illustration on how the sales charge is calculated</b></p> <p><i>Assuming an investor decided to invest RM50,000.00 in the Fund for MYR Hedged Class. The NAV per Unit is RM0.5000 and the sales charge is 1.50% of the NAV per Unit. The sales charge is calculated based on his investment amount and is illustrated as follows:</i></p> <table border="1" data-bbox="581 531 1421 720"> <tr> <td>Investment amount</td> <td>RM</td> <td>50,000.00</td> </tr> <tr> <td>Number of Units allocated (RM50,000.00 / RM 0.5000)</td> <td></td> <td>100,000.00</td> </tr> <tr> <td>Add sales charge of 1.50% of investment amount (1.50% x RM 50,000.00)</td> <td>RM</td> <td>750.00</td> </tr> <tr> <td>Total amount payable by investor</td> <td>RM</td> <td>50,750.00</td> </tr> </table> <p><i>Please note that the calculation set out above is for illustration purposes and exclusive of any payable taxes and/or duties.</i></p>	Investment amount	RM	50,000.00	Number of Units allocated (RM50,000.00 / RM 0.5000)		100,000.00	Add sales charge of 1.50% of investment amount (1.50% x RM 50,000.00)	RM	750.00	Total amount payable by investor	RM	50,750.00
Investment amount	RM	50,000.00											
Number of Units allocated (RM50,000.00 / RM 0.5000)		100,000.00											
Add sales charge of 1.50% of investment amount (1.50% x RM 50,000.00)	RM	750.00											
Total amount payable by investor	RM	50,750.00											
<p><i>The table below describes the fees and charges indirectly incurred by you when you invest in the Fund which may impact the performance of the Fund. All fees and charges quoted below are <u>exclusive</u> of any taxes and/or duties which may be imposed by the government or relevant authority unless otherwise specified.</i></p>													
<p><b>ANNUAL MANAGEMENT FEE</b></p>	<p>Up to 1.00% per annum of the NAV of the Fund, calculated and accrued on a daily basis.</p> <p><i>Note: We may, at our own discretion, from time to time, charge an annual management fee that is lower than that stated above.</i></p> <p><i>Please refer to Section 4.1, Computing of NAV and NAV per Unit on how the annual management fee is calculated.</i></p>												
<p><b>ANNUAL TRUSTEE FEE</b></p>	<p>Up to 0.04% per annum of the NAV of the Fund, subject to a minimum fee of RM12,000 per annum of the Fund (excluding foreign custodian fees and charges).</p> <p><i>Please refer to Section 4.1, Computing of NAV and NAV per Unit on how the annual trustee fee is calculated.</i></p>												
<p><b>OTHER EXPENSES RELATED TO THE FUND</b></p>	<p>Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund or each Class may be charged to the Fund or each Class respectively. These would include (but are not limited to) the following:</p> <ul style="list-style-type: none"> <li>(i) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes (if any);</li> <li>(ii) (where the custodial function is delegated by the Trustee), charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;</li> <li>(iii) taxes and other duties charged on the Fund by the government and/or other authorities;</li> </ul>												

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	(iv)	costs, fees and expenses properly incurred by the auditor of the Fund;
	(v)	costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
	(vi)	costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
	(vii)	costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
	(viii)	costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
	(ix)	costs, fees and expenses incurred in engaging any specialists approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
	(x)	costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
	(xi)	costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
	(xii)	costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
	(xiii)	costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
	(xiv)	costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
	(xv)	all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;
	(xvi)	expenses and charges incurred in connection with the printing and postage for the annual or quarterly report, tax certificates and other services associated with the administration of the Fund;
	(xvii)	fees in relation to fund accounting;
	(xviii)	costs, fees and expenses incurred for the subscription, renewal and/or licensing of the performance benchmark for the Fund; and



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	(xix) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (i) to (xviii) above.
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**Notes:**

1. **We may for any reason and at any time, waive or reduce: (a) any fees (except the annual Trustee’s fee); (b) other charges payable by you in respect of the Fund; and/or (c) transactional values including but not limited to the Units or amount, for any Unit Holder and/or investments made via any distribution channels or platform.**
2. **Unit Holders and/or the Fund, shall be responsible for any taxes and/or duties chargeable in respect of all applicable fees, charges and expenses which may be imposed by the government or other authorities from time to time as provided in the Information Memorandum.**

<b>TRANSACTION INFORMATION</b>			
<b>Switching Facility</b>	<p>Switching is available between the Classes of the Fund and between a Class and any other TAIM’s funds (or its class of units), which are denominated in the same currency.</p> <p>(a) for switching out of the Class</p> <ul style="list-style-type: none"> <li>• the minimum switching of Units is 5,000 Units; and</li> <li>• the minimum holding of Units is 5,000 Units (after the switch) of the respective Class, unless you are redeeming from the Class entirely.</li> </ul> <p>(b) for switching into the Class</p> <ul style="list-style-type: none"> <li>• the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the Class that you intend to switch into will be applicable to you.</li> </ul> <p><i>Note: The Manager has the discretion to lower the minimum Units for switching from time to time.</i></p> <p>Switching will be made at the prevailing NAV per Unit of the Class to be switched from on a Business Day when the switching request is received and accepted by us on or before the cut off time of 4.00 p.m., subject to any terms and conditions imposed by the intended fund to be switched into, if any. If we receive your switching request after 4.00 p.m., we will process your request on the next Business Day.</p> <p>Please note that the net asset value per unit of a fund (or its class) to be switched out and the net asset value per unit of the fund to be switched into may be of different Business Days. The table below sets out as a guide when the Unit Holder switches out of a fund into another fund managed by us. All switches will be transacted based on the net asset value per unit of the fund on the same day except for the following:</p>		
		<b>Pricing Day (NAV)</b>	
		<b>Switch Out</b>	<b>Switch In</b>
	Non-money market fund*	T Day	T+1 Day
	Non-money market fund**		

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	Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund.
	Money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund.
<p><u>Note:</u>  <i>* For certain funds with foreign investment exposure, the valuation point may be after the close of Bursa Malaysia but before 5.00 p.m. on the following day in which the Manager is open for business. As a result of having a valuation point on the following day (T+1 day), the net asset value of those funds with foreign investment exposure will not be published on the next Business Day but instead will be published the next following Business Day i.e.: two (2) Business Days later (T+2 day).</i>  <i>** for funds where the valuation point is on the same day, the net asset value of the funds will be published on the following Business Day (T+1 day).</i></p> <p>Currently, there is no restriction on the frequency to switch. However, we have the discretion to allow or reject any switching into (or out of) the Class, either generally (for all investors) or specifically (for any particular investor or a group of investors). However, switching from an Islamic fund to this Fund is not encouraged especially for Muslim Unit Holders.</p> <p>The Manager reserves the right to vary the terms and conditions of switching from time to time and the Unit Holders will be notified accordingly.</p>				

**Note: We may, at our absolute and sole discretion at any time and without having to assign any reason, allow for a lower amount or number of Units in any purchasing of Units (or additional Units) or withdrawing of Units or switching of Units and/or transferring of Units, either generally (for all investors) or specifically (for any particular investor, a group of investors or investments made via any digital platform) without prior notice to you. We may also, at our absolute and sole discretion at any time and without having to assign any reason, reduce the minimum holding, either generally (for all investors) or specifically (for any particular investor, a group of investors or investments made via any digital platform) without prior notice to you.**

<b>ADDITIONAL INFORMATION</b>	
<b>Distribution Policy</b>	<p>The Fund intends to distribute income, if any, on a quarterly basis.</p> <p>The distribution, if any, may be made from (1) realised income, (2) realised gains, (3) unrealised income, (4) unrealised gains, (5) capital or (6) a combination of any of the above. The Manager has the right to vary the frequency and/or amounts of distributions.</p> <p>The effects of distributing income out of capital would include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• the value of the investments in the Fund may be reduced;</li> <li>• the capital of the Fund may be eroded.</li> </ul>

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	<p>The distribution is achieved by forgoing the potential for future capital growth. As a result, the value of future returns would be diminished and there would be an impact on the future growth potential of the Fund as the available assets to grow in the future is the net of the expenses charged to the Fund. Please note that if distribution is made, such distribution is not a forecast, indication or projection of the future performance of the Fund.</p> <p><i>Note: The Manager has the right to make provisions for reserves in respect of distribution of the Fund. If the distribution available is too small or insignificant, any distribution may not be of benefit to the Unit Holders as the total cost to be incurred in any such distribution may be higher than the amount for distribution. The Manager has the discretion to decide on the amount to be distributed to the Unit Holders.</i></p>	
<b>Deed(s)</b>	Principal Deed	13 February 2020
	Supplemental Deed(s)	First Supplemental Deed – 22 February 2024

(ii) The following new information is hereby inserted immediately after the “Transfer Policy”:-

<b>TRANSACTION INFORMATION</b>	
<b>Cooling-off Policy</b>	A cooling-off right is not available for the Fund.

**D. Amendment to “Section 2.1 – General Risks of Investing in the Fund” on page 15 of the Information Memorandum**

The information relating to the “manager risk”, “loan financing risk” and “suspension risk” are hereby inserted immediately after the “Operational Risk”:-

**e) Manager Risk**

This risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, investment decisions undertaken by the Manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant laws or guidelines due to factors such as human error or weaknesses in operational processes and systems may adversely affect the performance of the Fund.

**f) Loan Financing Risk**

This risk occurs when investors take a loan or financing to finance their investment. The inherent risk of investing with borrowed or financed money includes investors being unable to service the loan or financing repayments. In the event Units are used as collateral, investors may be required to top-up the investors’ existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the loan or financing.

**g) Suspension Risk**

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units where it is impractical for the Manager to calculate the NAV of the Fund due to the Manager being unable to determine the market value or fair value of a material

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portion of the Fund's investments. Upon suspension, the Fund will not be able to pay Unit Holders' redemption proceeds in a timely manner and Unit Holders will be required to remain invested in the Fund for a longer period. In such a scenario, Unit Holder's investments will continue to be subjected to risk factors inherent to the Fund.

**E. Amendment to "Section 2.2 – Specific Risks Related to the Fund" from pages 15 to 16 of the Information Memorandum**

- (i) The information relating to the "risk of passive strategy", "counterparty risk" and "temporary suspension of the Target Fund risk" are hereby deleted and replaced with the following:-

**a) Risk of Passive Strategy**

The Fund adopts a passive strategy of investing a minimum of 85% of its NAV into the Target Fund at all times. This passive strategy would result in the Fund being exposed to the risk of its NAV declining when the Target Fund's NAV declines. All investment decisions on the Target Fund are left with the Investment Manager and the Fund's performance is fully dependent on the performance of the Target Fund.

**e) Counterparty Risk**

Investors in the hedged Classes of the Fund are subject to counterparty risk on the derivatives contract that may be entered into with the financial institutions for the purpose of hedging strategy. Hence, any default or downgrade in rating by the counterparty may affect the NAV of the Fund. In mitigating this risk, the Manager will carry out stringent selection process on the counterparty prior to entering into derivatives contract with the counterparty.

**f) Temporary Suspension of the Collective Investment Scheme Risk**

If the right of the Fund to redeem its shares of the Target Fund is temporarily suspended, the Fund may also be affected if the Fund does not have sufficient liquidity to meet redemption request from Unit Holder. During the suspension period, there will be no NAV per Unit available and hence, any application for subscription, redemption or switching of Units received by the Manager during the suspension period will only be accepted and processed on the next Business Day after the cessation of the suspension. Unit Holders will be notified of the suspension and when the suspension is lifted.

- (ii) The information relating to the "distribution out of capital risk" is hereby inserted immediately after the "Temporary Suspension of the Target Fund Risk":-

**g) Distribution Out of Capital Risk**

Distribution may be paid out of capital when the realised gains or realised income of the Fund is insufficient to pay a distribution. Unit Holders should note that the payment of distribution out of capital represents a return or withdrawal of part of the amount from any capital gains attributable to the original investment. Such distribution may result in an immediate decrease in the NAV per Unit of the Class and in the capital of the Fund which is available for investment in the future. As a result, capital growth may be reduced and a high distribution yield from distribution out of capital does not imply a positive or high return on Unit Holders' total investments.

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**F. Amendment to “Section 2.3 – Specific Risks Related to the Target Fund” from pages 16 to 18 of the Information Memorandum**

- (i) The information relating to “Risk Associated with Income for Distribution” is hereby deleted in its entirety.
- (ii) The information relating to “Asset Backed Securities and Mortgage Backed Securities Risk” and “Risk of Suspension of Share Dealings” are hereby deleted and replaced with the following:-

**h) Asset Backed Securities and Mortgage Backed Securities Risk**

The Target Fund may invest its assets in Asset Backed Securities (“ABS”) including Mortgage Backed Securities (“MBS”), which are debt securities based on a pool of assets or collateralised by the cash flows from a specific pool of underlying assets. ABS and MBS assets may be highly illiquid and therefore prone to substantial price volatility. Unless otherwise specifically stated for the Target Fund, ABS and/or MBS will not represent more than 20% of the net asset value of the Target Fund.

**j) Risk of Suspension of Share Dealings**

Investors are reminded that in certain circumstances the Fund’s right to redeem or switch shares of the Target Fund may be suspended. Please refer to Section 2.4, “Suspensions or Deferrals” of the Target Fund’s Prospectus for details.

**G. Amendment to “Section 2.4 – Risk Mitigation” on page 19 of the Information Memorandum**

The information relating to the risk mitigation of the Fund is hereby deleted and replaced with the following:-

**2.4 RISK MITIGATION**

We do not employ risk management strategy on the portfolio of the Target Fund. The risk management strategies and techniques employed will be at the Target Fund level, where the Investment Manager combines financial techniques and instruments to manage the overall risk of the Target Fund’s portfolio including diversification in terms of its exposure to various countries, industries and sectors.

As this is a feeder fund, the Manager will stay invested in the Target Fund as long as the Target Fund’s investment objective and strategies will enable the Fund to meet its investment objective. Nevertheless, during adverse market conditions, the Manager may take a temporary defensive position which may be inconsistent with the Fund’s strategy by reducing its investment into the Target Fund and increase the Fund’s liquidity level by investing in liquid assets to safeguard the Unit Holders’ interest.

To avoid suspension of the Fund, the Fund will hold adequate liquid assets (up to 15% of the Fund’s NAV) and if the liquid assets are insufficient to meet redemption requests, the Manager may seek temporary financing if this is in the best interests of Unit Holders. If the Manager has exhausted all possible avenues to avoid a suspension of the Fund, the Manager may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units where it is impractical for the Manager to calculate the NAV of the Fund due to the Manager being unable to determine the market value or fair value of its investment in the Target Fund. Please note that during the suspension period, there will be no NAV per Unit available and hence, any application for subscription, redemption or switching of Units received by the Manager during the suspension period will only be accepted and processed on the next Business Day after the cessation of the suspension. Unit Holders will be notified of the suspension and when the suspension is lifted.

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**H. Amendment to “Chapter 3 – The Information on Fullerton Lux Funds – Asian Bonds (“Target Fund”)” from pages 20 to 32 of the Information Memorandum**

- (i) The information on the second paragraph of this Chapter is hereby deleted and replaced with the following:-

The Manager intends to invest into Fullerton Lux Funds – Asian Bonds.

- (ii) The information relating to the investment policy & strategy of the Target Fund under “Section 3.8” on page 21 of the Information Memorandum is hereby deleted and replaced with the following:-

**3.8 INVESTMENT POLICY & STRATEGY OF THE TARGET FUND**

The Investment Manager seeks to achieve the objective of the Target Fund by investing in fixed income or debt securities denominated primarily in USD and Asian currencies, issued by companies, governments, quasi-governments, government agencies or supranationals in the Asian region.

The Asian countries include but are not limited to China (including Hong Kong SAR and Taiwan), South Korea, India, Thailand, Malaysia, Singapore, Indonesia, the Philippines, Pakistan and Vietnam.

The Target Fund may also invest up to 20% of the Target Fund’s net asset value in perpetual bonds (including contingent convertible securities).

The Target Fund may invest in money market instruments, money market funds, term deposits, bank deposits and other eligible liquid assets for treasury purposes and in case of unfavourable market conditions.

The Target Fund may hold up to 20% of its net asset value in ancillary liquid assets (bank deposits at sight, such as cash held in current accounts). Under exceptionally unfavourable market conditions and if justified in the interest of the investors, the Target Fund may temporarily invest up to 100% of the Target Fund’s net asset value in assets referred in these two last paragraphs of this section.

- (iii) The following information relating to the investment restrictions of the Target Fund under “Section 3.9” from pages 21 to 29 of the Information Memorandum is hereby deleted and replaced with the following:-

<b>1.</b>	<b>INVESTMENT IN TRANSFERABLE SECURITIES AND LIQUID ASSETS</b>
<b>(B)</b>	The Target Fund may hold up to 20% of its net assets in ancillary liquid assets (i.e. bank deposits at sight, such as cash held in current accounts) for ancillary liquidity purposes in normal market conditions. Under exceptional market conditions and on a temporary basis, this limit may be increased up to 100% of its net assets.
<b>4.</b>	<b>USE OF TECHNIQUES AND INSTRUMENTS RELATING TO TRANSFERABLE SECURITIES AND MONEY MARKET INSTRUMENTS</b>
	(A) General  The Company may, on behalf of the Target Fund and subject to the conditions and within the limits laid down in the 2010 Law as well as any present or future related Luxembourg laws or implementing regulations, circulars and CSSF’s positions (collectively the “Regulations”), employ techniques and instruments relating to transferable securities and money market instruments provided that such techniques and instruments are used for efficient portfolio management purposes or to provide protection against exchange

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risk. Such techniques and instruments may include, but are not limited to, engaging in transactions in financial derivative instruments such as futures, forwards, options, swaps and swaptions. New techniques and instruments may be developed which may be suitable for use by the Company and the Company (subject as aforesaid) may employ such techniques and instruments in accordance with the Regulations.

The risk exposure to a counterparty generated through efficient portfolio management techniques and OTC financial derivatives must be combined when calculating counterparty risk limits referred to in investment restriction Section 1. "Investment in transferable securities and liquid assets", (C) of Appendix I of the Target Fund's Prospectus. The risk exposure to a counterparty of the Target Fund in an OTC financial derivative transaction will not exceed the 5% or 10% limits referred to in investment restriction Section 1. "Investment in transferable securities and liquid assets" (C) of Appendix I of the Target Fund's Prospectus.

All revenues arising from efficient portfolio management techniques, net of direct and indirect operational costs and fees, will be returned to the Target Fund.

In particular, fees and cost may be paid to agents of the Company and other intermediaries providing services in connection with efficient portfolio management techniques as normal compensation of their services. Such fees may be calculated as a percentage of gross revenues earned by the Target Fund through the use of such techniques. Information on direct and indirect operational costs and fees that may be incurred in this respect as well as the identity of the entities to which such costs and fees are paid will be available in the annual report of the Company.

**(B) Optional or non-optional repurchase transactions**

As of the date of the Target Fund's Prospectus, the Company does not, on behalf of the Target Fund, enter in optional or non-optional repurchase transactions.

**Eligible collateral**

Collateral received by the Target Fund may be used to reduce its counterparty risk exposure if it complies with the criteria set out in applicable laws, regulations and circulars issued by the CSSF from time to time notably in terms of liquidity, valuation, issuer credit quality, correlation, risks linked to the management of collateral and enforceability. In particular, collateral should generally comply with the following conditions:

- any collateral received other than cash should be liquid with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation;
- it should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place;
- it should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;
- it should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure of 20% of the Target Fund's net asset value to any single issuer on an aggregate basis, taking into account all collateral received. By way of derogation, the Target Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a EU Member State, one or more of its local authorities, a third country, or a public international body to which one or more EU Member States belong. In such event, the Target Fund should receive securities from at least six different

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	<p>issues, but securities from any single issue should not account for more than 30% of the Target Fund's net asset value;</p> <ul style="list-style-type: none"> <li>- it should be capable of being fully enforced by the Target Fund at any time without reference to or approval from the counterparty;</li> <li>- where there is a title transfer, the collateral received will be held by the depositary in accordance with the depositary's safekeeping duties under the depositary agreement. For other types of collateral arrangements, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral;</li> <li>- collateral received shall have a quality of credit of investment grade.</li> </ul> <p>Collateral will be valued on each valuation day of the Target Fund, using the last available market prices as per ISDA guidelines and taking into account appropriate discounts determined for each asset class based on the applicable haircut policy. The collateral will be marked to market daily and depending on the current market exposure and collateral balance, the collateral may be subject to variation margin movement when and if certain predetermined thresholds are crossed.</p> <p><b><u>Haircut</u></b> Haircut levels are agreed on a counterparty by counterparty basis and reflected in the Credit Support Annex ("CSA") to ISDA guidelines. Haircut levels are monitored and reconciled on an ongoing basis to identify any variation of the agreed applicable haircut policy, if applicable. Application of different (non-agreed) haircut level impacting collateral valuation is escalated with the relevant counterparty. Haircut levels may additionally be amended due to a change in creditworthiness of a given counterparty. The Target Fund's Prospectus will be updated accordingly should the Company decide to apply haircut policy to collateral received.</p> <p><b><u>Reinvestment of collateral</u></b> Non-cash collateral received by the Target Fund may not be sold, re-invested or pledged.</p> <p>As of the date of the Target Fund's Prospectus, shareholders of the Target Fund should note that the Company is not authorised to engage into any securities financing transactions and to invest in total return swaps.</p> <p>Should the Company decide to provide for such possibility, the Target Fund's Prospectus, including the Appendix I of the Target Fund's Prospectus, will be updated prior to the entry into force of such decision in order for the Company to comply with the disclosure requirements of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012.</p>
<p><b>5.</b></p>	<p><b>RISK MANAGEMENT PROCESS</b></p>
	<p>The Company will employ a risk management process which enables it with the Investment Manager to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of the Target Fund. The Company or the Investment Manager will employ, if applicable, a process for accurate and independent assessment of the value of any OTC derivative instruments.</p> <p>Upon request of an investor, the Management Company will provide supplementary information relating to the quantitative limits that apply in the risk management of the Target Fund, to the methods chosen to this end and to the recent evolution of the risks and yields of the main categories of instruments. This supplementary information includes the Value at Risk ("VaR") levels set for the Target Fund using such risk measure.</p>



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<p>The risk management framework is available upon request from the Company's registered office.</p> <p>The method used to calculate the Target Fund's global exposure is disclosed in the Appendix III of the Target Fund's Prospectus.</p> <p><b><u>Management and Monitoring of Global Risk Exposure</u></b></p> <p>The global exposure of the Target Fund is calculated using the commitment approach.</p> <p>The Target Fund calculates all derivatives exposures as if they were direct investments in the underlying positions. This allows the Target Fund to include the effects of any hedging or offsetting positions as well as positions taken for efficient portfolio management. The Target Fund using this approach must ensure that its derivative exposure computed based on the commitment approach does not exceed 100% of the net asset value of the Target Fund.</p>
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- (iv) The information relating to the specific risk considerations on the use of financial derivative instruments of the Target Fund under "Section 3.10" on page 30 of the Information Memorandum is hereby deleted and replaced with the following:-

**Specific Risk Considerations**

The use of financial derivative instruments may (i) lead to a higher volatility in the price of shares of the Target Fund, (ii) increase the Target Fund's counterparty risk and (iii) therefore impact the Target Fund's risk profile.

- (v) The information relating to the dividend policy by the Target Fund under "Section 3.13" on page 32 of the Information Memorandum is hereby deleted in its entirety.
- (vi) The information relating to the performance of the Target Fund under "Section 3.14" on page 32 of the Information Memorandum is hereby deleted in its entirety.

**I. Amendment to "Section 4.1 – Computing of NAV and NAV per Unit" on page 33 of the Information Memorandum**

The last note after the illustration of computation of NAV and the NAV per Unit for a particular day is hereby deleted and replaced with the following:-

Note:

*The management fee and trustee fee for a particular day is illustrated based on 365 calendar days. In the event of a leap year, the computation will be based on 366 calendar days.*

*The calculation set out above is for illustration purposes only and exclusive of any payable taxes and/or duties.*

**J. Amendment to "Section 4.7 – Distribution Payment" on page 37 of the Information Memorandum**

The information relating to the distribution payment of the Fund is hereby deleted and replaced with the following:-

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**4.7 DISTRIBUTION PAYMENT**

Distribution, if any, will be paid out in the currencies which the Class(es) are denominated. Unit Holders may choose to receive any distribution declared in either of the following methods:

1) Reinvestment of Units

We will create the Units based on the NAV per Unit of the Class on the Reinvestment Date. There will not be any cost for reinvestment of those additional Units, i.e. no sales charge will be imposed on such transaction.

2) Cash Payment

Unit Holders should note that distribution payments, if any, will be made in the respective currency of the Class(es). As such, the distribution amount may be different for each Class as a result of exchange rate movement between the Base Currency and the currency denomination of the Class(es). The distribution will be paid into your bank account (which shall be in the respective currency of the Class(es)) in our records. All the cost and expenses incurred in facilitating such distribution payments shall be borne by Unit Holders.

Any distribution payable which is less than or equal to the amount of USD/AUD/SGD/GBP/MYR 250.00 would be automatically reinvested.

In the absence of instructions to the contrary, distribution of income and/or capital from the Fund will be automatically reinvested, at no charge, into additional Units of the Class based on the NAV per Unit on the Reinvestment Date.

**Note:**

*Any change in distribution instruction must be in writing. If this is done in the last 14 days before the distribution declaration date of the Class, the change will only take effect from the next distribution point, if any.*

**K. Amendment to “Section 5.1 – Background Information” on page 38 of the Information Memorandum**

The information relating to the background information of the Manager is hereby deleted and replaced with the following:-

**5.1 BACKGROUND INFORMATION**

The Manager of the Fund is TA Investment Management Berhad (“TAIM”). TAIM was incorporated on 17 April 1995 under the Companies Act, 1965 (*now known as Companies Act 2016*) and commenced operations on 1 July 1996. TA Securities Holdings Berhad, a wholly owned subsidiary of TA Enterprise Berhad, is the holding company of TAIM. TA Enterprise Berhad, an investment holding company has years of exposure and experience in investing in the Malaysian securities markets.

The principal activities of TAIM are the establishment and management of unit trust funds and portfolio clients. TAIM has more than twenty-five (25) years of experience in managing unit trust funds.

**L. Amendment to “Section 5.4 – Material Litigation” on page 38 of the Information Memorandum**

The information relating to the Manager’s material litigation is hereby deleted and replaced with the following:-

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#### **5.4 MATERIAL LITIGATION**

The disclosure of the Manager's material litigation and arbitration can be obtained from our website at <https://www.tainvest.com.my/company-information/>.

#### **M. Amendment to the statement at the end of Chapter 5 on page 38 of the Information Memorandum**

The statement at the end of Chapter 5 is hereby deleted and replaced with the following:-

**Further information and/or updated information about the Manager can be obtained from our website at [www.tainvest.com.my](http://www.tainvest.com.my).**

#### **N. Amendment to "Section 7.1 – Rights and Liabilities of the Unit Holders" on page 41 of the Information Memorandum**

The first paragraph under "Rights of the Unit Holders" is hereby deleted and replaced with the following:-

As a Unit Holder, and subject to the provisions of the Deed, you have the right:

- (a) to receive distribution of income and/or capital (if any);
- (b) to participate in any increase in the value of the Units;
- (c) to call for Unit Holders' meetings, and to vote for the removal of the Trustee or the Manager through Special Resolution;
- (d) to receive annual and quarterly reports of the Fund; and
- (e) to enjoy such other rights and privileges as are provided for in the Deed.

#### **O. Amendment to "Section 7.2 – Termination of the Fund" on page 41 of the Information Memorandum**

The information relating to the termination of the Fund and the termination of a Class of Units are hereby deleted and replaced with the following:-

##### **7.2.1 Termination of the Fund**

Subject to the provisions of the relevant laws, the Manager may, without having to obtain the prior approval of the Unit Holders, terminate the trust created and wind up the Fund if such termination:

- (a) is required by the relevant authorities; or
- (b) is in the best interests of Unit Holders and the Manager in consultation with the Trustee deems it to be uneconomical for the Manager to continue managing the Fund.

Notwithstanding the aforesaid, if the Fund is left with no Unit Holder, the Manager shall be entitled to terminate the Fund.

Upon the termination of the trust by the Manager, the Manager shall as soon as practicable, give to each Unit Holder of the Fund being wound up notice of such termination; the Manager shall notify the existing Unit Holders in writing of the following options:

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- (a) to receive the net cash proceeds derived from the sale of all the Fund's assets less any payment for liabilities of the Fund and any cash produce available for distribution in proportion to the number of Units held by the Unit Holders respectively;
- (b) to use the net cash proceeds to invest in any other wholesale fund managed by the Manager upon such terms and conditions as shall be set out in the written notification; or
- (c) to choose any other alternative as may be proposed by the Manager.

Nonetheless, the Fund may be terminated if a Special Resolution is passed at a Unit Holders' meeting to terminate the Fund.

### **7.2.2 Termination of a Class**

The Manager may terminate a particular Class via the passing of a Special Resolution by the Unit Holders of such Class at a meeting of such Unit Holders, and subject to and in accordance with the relevant laws. The Manager may only terminate a particular Class if the termination of that Class does not prejudice the interests of Unit Holders of any other Class. For the avoidance of doubt, the termination of a Class shall not affect the continuity of any other Class of the Fund.

Notwithstanding the above and subject to the provisions of the relevant laws, the Manager may, without having to obtain the prior approval of the Unit Holders, terminate a particular Class if such termination is in the best interests of Unit Holders of the Class and the Manager in consultation with the Trustee deems it to be uneconomical for the Manager to continue managing the Class.

## **P. Amendment to "Section 8.2 – Customer Service" on page 43 of the Information Memorandum**

The information relating to the customer service is hereby deleted and replaced with the following:-

### **8.2 CUSTOMER SERVICE**

When you invest in the Fund, the Manager will undertake to make available to you the following:

- Written confirmation on all transactions and distributions (if any);
- Monthly statement of account which shows the balance of Unit Holder's investments and all transactions made during the month, distribution details and investment value;
- Unaudited quarterly report for each of the Fund's financial quarter; and
- Audited annual report for the Fund's financial year-end.

If you have any questions about the information in this Information Memorandum or would like to know more about investing in any investment funds managed by us, please contact our authorised distributors or our Customer Service Officers on toll free 1-800-38-7147 between 9.00 a.m. and 6.00 p.m., from Monday to Friday (except public holidays).

#### **Where Units Can Be Purchased or Redeemed**

In relation to the information on where Units can be purchased or redeemed, please refer to the addresses and contact numbers of the offices of TAIM as disclosed in Chapter 9 of this Information Memorandum.

#### **AIMS@TA Investment**

An online service that assists you in administering and tracking your unit trust investments more effectively and efficiently at our website, [www.tainvest.com.my](http://www.tainvest.com.my). There is no registration fee.

For security and compliance purposes, corporate investors who wish to register with the facilities are required to complete a hardcopy of a user application form that is available online.

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**Q. Amendment to “Section 8.4 – Unclaimed Moneys Policy” on page 44 of the Information Memorandum**

The information relating to the unclaimed moneys policy is hereby deleted and replaced with the following:-

**8.4 UNCLAIMED MONEYS POLICY**

Any moneys (other than unclaimed distribution) payable to Unit Holders which remain unclaimed after twelve (12) months from the date of payment will be paid to the Registrar of Unclaimed Moneys by us in accordance with the requirements of the Unclaimed Moneys Act 1965. Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to reclaim their moneys.

**R. Amendment to “Section 8.5 – Unclaimed Income Distribution” on page 44 of the Information Memorandum**

The information relating to the unclaimed income distribution is hereby deleted and replaced with the following:-

**8.5 UNCLAIMED DISTRIBUTION**

Any distribution which payment cannot be effected for any reason whatsoever or in the form of cheques that are not presented for payment by the expiry of six (6) months from the date of issuance of such cheques will be automatically reinvested into additional Units of the Fund at the NAV per Unit on the next Business Day after such payment cannot be effected or at the end of the expiry date of such cheques if the Unit Holder still has an account with the Manager. For the avoidance of doubt, there will not be any sales charge imposed for the reinvestment.

If the Unit Holder no longer has an account with the Manager, such payment of distribution will be dealt with in accordance with the requirements of the Unclaimed Moneys Act 1965.

**S. Amendment to “Chapter 9 – List of TA Investment Management Berhad’s Office, Institutional Unit Trust Advisers and Authorised Distributors” on page 45 of the Information Memorandum**

(i) The information relating to “Miri Business Centre” and “Kuching Business Centre” are hereby deleted and replaced with the following:-

<b>Miri Business Centre</b>	Lot 1251, 1 <sup>st</sup> Floor Centrepoint Commercial Centre (Phase 1) Jalan Melayu 98000 Miri, Sarawak Tel: 085-430 415
<b>Kuching Business Centre</b>	2 <sup>nd</sup> Floor, Lot 13008, SL26, Block 16, KCLD Gala City Commercial Centre Jalan Tun Jugah 93350 Kuching, Sarawak Tel: 082-265 979

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- (ii) The information relating to “Ipoh Business Centre” and “Johor Bahru Business Centre” are hereby inserted as follows:-

<b>Ipoh Business Centre</b>	29A, Jalan Niaga Simee, Arena Niaga Simee, 31400 Ipoh, Perak Tel: 05-350 0399
<b>Johor Bahru Business Centre</b>	37-01, Jalan Molek 1/29 Taman Molek 81100 Johor Bahru Johor Tel: 07-361 1781