



INFORMATION MEMORANDUM

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

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

This Information Memorandum is dated 1 November 2022

The date of constitution of the TA Asia High Conviction Mandate is 1 October 2019.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS 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 14.

THIS IS A REPLACEMENT INFORMATION MEMORANDUM THAT REPLACES AND SUPERCEDES THE INFORMATION MEMORANDUM DATED 7 OCTOBER 2019.

TABLE OF CONTENTS

	<u>Pa</u> g	ge No.
RESP	ONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER	1
DEFIN	IITION	2
CORP	ORATE DIRECTORY	5
СНАР	TER 1: THE FUND	6
СНАР	TER 2: RISK FACTORS	14
2.1	GENERAL RISKS OF INVESTING IN THE FUND	14
2.2	SPECIFIC RISKS RELATED TO THE FUND	14
2.3	RISK MITIGATION	16
СНАР	TER 3: TRANSACTION INFORMATION	17
3.1	COMPUTATION OF NAV AND NAV PER UNIT	17
3.2	PRICING OF UNITS	17
3.3	SALE OF UNITS	18
3.4	REDEMPTION OF UNITS	19
3.5 3.5.1 3.5.2	ADDITIONAL INFORMATION ON PERFORMANCE FEEHigh Water Mark and Hurdle Value	20
3.6	BASES OF VALUATION OF THE ASSETS OF THE FUND AND VALUATION FOR TH	
3.6.1	FUND Bases of Valuation of the Assets of the Fund	_
3.7	VALUATION FOR THE FUND	25
3.8	DISTRIBUTION PAYMENT	25
СНАР	TER 4: THE MANAGER	26
4.1	BACKGROUND INFORMATION	26
4.2	ROLE, DUTIES AND RESPONSIBILITIES OF THE MANAGER	26
4.3	INVESTMENT TEAM	26
4.4	MATERIAL LITIGATION	26
4.5	THE EXTERNAL INVESTMENT MANAGER	26
CHAP	TER 5: TRUSTEE	28

5.1	ABOUT CIMB COMMERCE TRUSTEE BERHAD	28
5.2	EXPERIENCE AS TRUSTEE TO UNIT TRUST FUNDS	28
5.3	ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE	28
5.4	TRUSTEE'S DELEGATE (CUSTODIAN)	28
5.5	TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION	29
СНАР	TER 6: SALIENT TERMS OF THE DEED	30
6.1	RIGHTS AND LIABILITIES OF THE UNIT HOLDERS	30
6.2 6.2.1 6.2.2	TERMINATION OF THE FUNDTermination of the FundTermination of a Class of Units	30
6.3 6.3.1 6.3.2	POWER TO CALL FOR A MEETING BY UNIT HOLDERSUnit Holders' Meeting convened by the Unit Holders Meeting convened by the Manager or Trustee	31
СНАР	TER 7: ADDITIONAL INFORMATION	32
7.1	REPORTS AND UP-TO-DATE INFORMATION RELATING TO THE FUND	32
7.2	CUSTOMER SERVICE	32
7.3	ANTI-MONEY LAUNDERING POLICY	32
7.4	UNCLAIMED MONEYS POLICY	33
7.5	UNCLAIMED INCOME DISTRIBUTION	33
	TER 8: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTE IRUST ADVISERS AND AUTHORISED DISTRIBUTORS	

RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

Responsibility Statements

This 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 Information Memorandum false or misleading.

Statements of Disclaimer

The Securities Commission Malaysia is not liable for any non-disclosure on the part of TA Investment Management Berhad, the management company responsible for the Fund and takes no responsibility for the contents in this Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this 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 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 Information Memorandum or the conduct of any other person in relation to the Fund.

This 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 U.S. 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 U.S. 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 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.

DEFINITION

Act Capital Markets and Services Act 2007, which reference shall include all

amendments, modifications, alterations, consolidations or re-enactment made thereto or for the time being in force and all statutory instruments, regulations or orders made pursuant thereto or for the time being in force.

AUD Australian Dollar, the lawful currency of Australia.

AUD Class The Class issued by the Fund denominated in AUD.

Base Currency The base currency of the Fund, i.e. USD.

Business Day A day on which Bursa Malaysia is open for trading or banks in Kuala Lumpur

are open for business. The Manager may declare certain Business Days to be a non-Business Day although Bursa Malaysia is open for trading or the

banks in Kuala Lumpur are open for business.

Bursa Malaysia The stock exchange managed and operated by Bursa Malaysia Securities

Berhad and includes any changes to the name or the operator of the

Malaysian stock exchange.

Class(es)

Any class of units representing similar interest in the assets of the Fund.

Deed The deed dated 1 October 2019 entered into between the Manager and the

Trustee in respect of the Fund as may be modified or varied by a

supplemental deed from time to time.

Eligible Market An exchange, government securities market or an over-the-counter (OTC)

market:

(a) that is regulated by a regulatory authority of that jurisdiction;

(b) that is open to the public or a substantial number of market participants;

and

(c) on which financial instruments are regularly traded.

External Investment Ir

Manager

Invesco Asset Management Limited (Company Number 00949417).

Fund TA Asia High Conviction Mandate.

Guidelines The Guidelines on Unlisted Capital Market Products Under the Lodge and

Launch Framework issued by the Securities Commission Malaysia as may

be amended from time to time.

High Water Mark /

(HWM)

The NAV per Unit on the last Valuation Day of the previous Performance Period or the HWM for the previous Performance Period, whichever is

higher.

Hurdle Value The minimum return that the Fund must achieve before the Manager is

entitled to charge a performance fee. For the avoidance of doubt, the Hurdle Value is the HWM plus 8% set at the beginning of each Performance Period.

Information Memorandum The information memorandum in relation to the Fund as may be amended

by the supplementary information memorandum from time to time.

Investment Date The day when the Manager received and processed the application for Units

based on the NAV per Unit calculated at the end of the Business Day.

IUTA / Institutional UTS A corporation registered with the Federation of Investment Managers Adviser Malaysia and authorised to market and distribute unit trust schemes of another party. LPD 30 September 2022, being the latest practicable date in respect of the information in this Information Memorandum. **MCR** Multi-class ratio, being the apportionment of the NAV of each Class over the total NAV of the Fund based on the size of each Class. The MCR is calculated by dividing the NAV of the respective Class by the NAV of the Fund before income and expenses for the day. The apportionment is expressed as a ratio and calculated as a percentage. MYR Hedged Class The Class issued by the Fund denominated in MYR that aims to minimise the effect of exchange rate fluctuations between the base currency of the Fund and MYR. NAV Net Asset Value. NAV of the Fund The value of all the Fund's assets less the value of all the Fund's liabilities at a point of valuation. NAV of the Class The value of the assets of the Fund attributable to such Class less the value of the liabilities of the Fund attributable to such Class at a valuation point. NAV per Unit The NAV of the Class divided by the number of Units in circulation of that Class at the same valuation point. Performance Period A period of 12 months from 1 November to 31 October every year to coincide with the Fund's financial year. The Performance Period is used to calculate and determine the performance fee which will be calculated on every Valuation Day but payable only at the end of each Performance Period. Reinvestment Date The income distribution reinvestment date shall be within three (3) Business Day after the date of declaration of any income distribution. RM / MYR Ringgit Malaysia, the lawful currency of Malaysia. / Securities Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993. Commission SGD Singapore Dollar, the lawful currency of Singapore.

SGD Class The Class issued by the Fund denominated in SGD.

Sophisticated Investor(s)

Refers to any person who:

- (a) falls within any of the categories of investors set out in Part I, Schedules 6 and 7 of the Act: or
- (b) acquires unlisted capital market products 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.

Note: For more information, please refer to our website at www.tainvest.com.my for the current excerpts of Part I, Schedules 6 and 7 of the Act.

Special Resolution A resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths of the

Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths of the Unit Holders present and voting at the meeting in person or by proxy" means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund or a Class, "Special Resolution" means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.

Stock Connect

The mutual market access programme through which investors such as the Fund can deal in permitted securities listed on the Shanghai Stock Exchange (SSE) and the Shenzhen Stock Exchange (SZSE) through the Hong Kong Stock Exchange (SEHK) and clearing house in Hong Kong (Northbound Trading) and Chinese domestic investors can deal in selected securities listed on the SEHK through the SSE or the SZSE or other Stock Exchanges in the future as permitted by the regulators and their respective clearing house (Southbound Trading).

Unit or Units

An undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund.

Unit Holder(s) investor(s) / you

Sophisticated Investor(s) registered for the time being as the holder or holders of Units of the Fund including persons jointly registered; in relation to the Fund, means all the unit holders of every Class in the Fund.

USD United States Dollar, the official currency of United States of America.

USD Class The Class issued by the Fund denominated in USD.

Valuation Day

A day on which the price of the Fund is calculated, and shall be every

Business Day for the Fund.

We / our / us / the Manager / TAIM

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

CORPORATE DIRECTORY

Manager

Name: TA Investment Management Berhad (Registration Number: 199501011387

(340588-T))

Registered Office: 34th Floor, Menara TA One

22 Jalan P. Ramlee 50250 Kuala Lumpur

Telephone Number: 03-2072 1277

Head Office / Business 23rd

Address:

23rd Floor, Menara TA One 22 Jalan P. Ramlee

50250 Kuala Lumpur

Telephone number: 03-2031 6603 Facsimile number: 03-2031 4479

Email address: investor.taim@ta.com.my
Website: www.tainvest.com.my

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
Website: www.cimb.com

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: <u>ss.corptrust@cimb.com</u>

CHAPTER 1: THE FUND

FUND INFORMATION					
Fund Name					
Fund Profile • Fund Category • Fund Type Base Currency Class(es) of Units	Equity (wholesale) Growth USD USD Class AUD Class SGD Class MYR Hedged Class				
Launch Date	USD Class	AUD Class	SGD Class	MYR Hedged	
	GGD GIAGO	ACD CIACO		Class	
	7 October 2019	7 October 2019	7 October 2019	7 October 2019	
Investment Objective		Asia Pacific exclude ange to the Fur	ding Japan.	,	
Investment Strategy	Any material change to the Fund's investment objective would require Unit Holders' approval. The Fund seeks to achieve its objective by investing primarily in equity or equity related securities of (i) companies and other entities with their registered office in an Asian country, (ii) companies and other entities with their registered office outside of Asia but carrying out their business activities predominantly in one or more Asian countries or (iii) holding companies, the interests of which are predominantly invested in companies with their registered office in an Asian country. For the purposes of the Fund, the Manager has defined Asian countries as all countries in Asia excluding Japan. Up to 10% of the NAV of the Fund may be exposed to China A shares listed on Shanghai or Shenzhen Stock Exchanges, via Stock Connect. Up to 30% of NAV of the Fund may be invested in cash and cash equivalents, money market instruments, equity and equity related securities, issued by companies and other entities not meeting the above requirements or debt securities (including convertibles) of Asian issuers. The Fund may enter into financial derivative instruments for efficient portfolio management and hedging purposes only, including currency hedging strategies to hedge the foreign currency exposure to manage the currency risk of the Classes not denominated in the Base Currency.				
Asset Allocation		f 70% of the Fundated instruments;	d's NAV will be invand	vested in equities	

Principal Risk Associated with the Fund	 A maximum of 30% of the Fund's NAV will be invested in cash, deposits, money market instruments, equity and equity related securities, issued by companies and other entities not meeting the above requirements or debt securities (including convertibles) of Asian issuers. General investment risk External investment manager's risk Equity investment risk Currency risk Liquidity risk Emerging markets risk Counterparty risk Volatility risk Concentration risk Risk of investing in financial derivative instruments ("FDI") for efficient portfolio management and hedging purposes
Performance	MSCI AC Asia ex Japan – NR Index (USD)
Benchmark	The Fund is actively managed and is not constrained by its benchmark, which is used for comparison purposes. However, the majority of the Fund's holdings are likely to be components of the benchmark. As an actively managed fund, this overlap will change and this statement may be updated from time to time. The External Investment Manager has broad discretion over portfolio construction and therefore securities, weightings and risk characteristics will differ. As a result, it is expected that over time the risk return characteristics of the Fund may diverge materially to the benchmark.
Investor Profile	 The Fund is suitable for Sophisticated Investors who: seek capital growth through investment in Asia ex-Japan equities; have moderate to high risk tolerance; and have medium to long term investment horizon.
Permitted Investments	 Unless otherwise prohibited by the relevant regulatory authorities or any relevant law and provided always that there are no inconsistencies with the objective of the Fund, the Fund is permitted under the Deed to invest in the following: 1. Equities and equity-related instruments traded in or under the rules of an Eligible Market; 2. Unlisted securities including securities not listed or quoted on a stock exchange but have been approved by the regulatory authority for such listing or quotation and are offered directly to the Fund by the issuer; 3. Cash and cash equivalents; 4. Money market instruments; 5. Deposits; 6. Units and/or shares in collective investment schemes; 7. Financial derivatives instruments, including but not limited to options, futures contracts, forward contracts and swaps; and 8. Any other investments as may be agreed between the Manager and the Trustee from time to time.
Investment Restrictions and Limits	Up to 10% of the NAV of the Fund may be exposed to China A shares listed on Shanghai or Shenzhen Stock Exchanges, via Stock Connect.

FEES	S AND CHARGES RELATED TO THE FUND				
The table below describe	es the fees and charges directly incurred by you when you purchase or				
redeem Units of the Fund	l. All fees and charges quoted below are <u>exclusive</u> of any tax which may be				
imposed by the government or relevant authority unless otherwise specified.					
SALES CHARGE	Up to 2.00% of the NAV per Unit is imposed either by IUTAs, unit trust consultants or Manager.				
	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.				
	Note: Sophisticated Investors may negotiate for a lower sales charge through the sales and promotional campaigns from time to time; 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.				
REDEMPTION CHARGE	Up to 1.00% of the NAV per Unit if a redemption request is made within six (6) months from the Investment Date of the Fund. The redemption charge will be retained by the Fund for the benefit of the remaining Unit Holders of the Fund.				
	Note: We reserve the right to waive/reduce the redemption charge from time to time at our absolute discretion.				
SWITCHING FEE	No switching fee will be imposed for each switch.				
	However, Unit Holders will have to pay the difference in sales charge, if any, when switching from the Class to any other funds managed by us.				
TRANSFER FEE	No transfer fee will be imposed for each transfer.				
OTHER CHARGES	Any applicable bank charges and other bank fees incurred as a result of				
PAYABLE DIRECTLY	an investment or redemption will be borne by you.				
BY AN INVESTOR					
WHEN PURCHASING					
OR REDEEMING THE					
UNITS					
Fund. All fees and charg	es the fees and charges indirectly incurred by you when you invest in the less quoted below are <u>exclusive</u> of any tax which may be imposed by the uthority unless otherwise specified.				
ANNUAL	Up to 1.20% per annum of the NAV of the Fund, calculated and accrued				
MANAGEMENT FEE	on a daily basis.				
	Note: We may, at our own discretion, from time to time, charge an annual management fee that is lower than that stated above.				
PERFORMANCE FEE	20% of the NAV per Unit over and above the Hurdle Value.				
	The Manager will earn a 20% performance fee on the appreciation in the NAV per Unit over and above the Hurdle Value during a Performance Period. In the interest of Unit Holders, the Manager imposes a Hurdle Value, which is the High Water Mark plus 8%, which the performance of the Class has to exceed before the Manager is entitled to charge a performance fee on the Class.				

	Please refer to Section 3.5 for additional information on performance fee			
ANNUAL TRUSTEE FEE	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).			
OTHER EXPENSES RELATED TO THE FUND	nly the expenses (or part thereof) vecessary to the operation and administral ay be charged to the Fund or each Colude (but are not limited to) the following	ation of the Fund or each Class class respectively. These would		
		brokers or dealers in effecting he Fund, shown on the contract		
		is delegated by the Trustee), stodians taking into custody any		
	taxes and other duties charged and/or other authorities;	on the Fund by the government		
	costs, fees and expenses prope Fund;	rly incurred by the auditor of the		
		urred for the valuation of any endent valuers for the benefit of		
		rred for any modification of the cation is for the benefit of the		
		rred for any meeting of the Unit ng is convened for the benefit of		
	iii) costs, commissions, fees and e insurance and any other dealing	expenses of the sale, purchase, g of any asset of the Fund;		
		red in engaging any specialists investigating or evaluating any d;		
) costs, fees and expenses incur the benefit of the Fund;	red in engaging any adviser for		
	 costs, fees and expenses incur of the taxation, returns and accord 	red in the preparation and audit punts of the Fund;		
		ed in the termination of the Fund ee or the Manager and the management company;		
	or other proceedings concerning Fund, including proceedings ago by the other for the benefit of the	red in relation to any arbitration of the Fund or any asset of the ainst the Trustee or the Manager ne Fund (save to the extent that note of either of them are ordered 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 benchmark index; and
(xix)	any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (i) to (xviii) above.

THERE ARE FEES AND CHARGES INVOLVED AND SOPHISTICATED INVESTORS ARE ADVISED TO CONSIDER THEM BEFORE INVESTING IN THE FUND.

Note: We may for any reason and at any time, waive or reduce: (a) any fees (except the trustee 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.

TRANSACTION INFORMATION						
Minimum Initial Investment	USD Class	AUD Class	SGD Class	MYR Hedged		
				Class		
	USD100,000	AUD100,000	SGD100,000	RM100,000		
	or such other lov	ver amount as we	may decide from	time to time.		
Minimum Additional	USD Class	AUD Class	SGD Class	MYR Hedged		
Investment				Class		
	USD1,000	AUD1,000	SGD1,000	RM1,000		
	or such other lov	ver amount as we	may decide from	time to time.		
Minimum Redemption	USD Class	AUD Class	SGD Class	MYR Hedged Class		
	1,000 Units	1,000 Units	1,000 Units	1,000 Units		
	or such other lesser number of Units as we may decide from time to time.					
	Note: Unit Holders must hold the minimum holding of Units in their account for each Class if they wish to remain as Unit Holders. The Unit Holder will be deemed to have redeem all of his Units if his Units					

fall below the minimum holding amount for each Class and we will pay the redemption proceeds to the Unit Holders. **USD Class** Minimum Transfer of Units **AUD Class** SGD Class MYR Hedged Class 1,000 Units 1,000 Units 1,000 Units 1,000 Units or such other lesser number of Units as we may decide from time to time. **Minimum Holding of Units USD Class AUD Class** SGD Class MYR Hedged Class 50.000 Units 50.000 Units 50.000 Units 50.000 Units or such other lesser number of Units as we may decide from time to Frequency of Redemption There is no restriction on the frequency of redemption. Redemption requests must be received by us before 4.00p.m. on any Business Day. Redemption requests that are received after 4.00p.m. will only be processed on the next Business Day. Redemption Within ten (10) Business Days upon receipt of the request for **Payment** redemption. **Period** Switching is available between the Classes of the Fund and between **Switching Facility** a Class and any other TAIM funds (or its class of units), which are denominated in the same currency. The minimum switching of Units is 1,000 Units and is subject to the minimum holding of Units and the minimum initial or additional investment amount of the respective Classes. (a) for switching out of the Class the minimum redemption of Units of the Class that you intend to switch out; and the minimum holding of Units (after the switch) of the Class, unless you are redeeming from the Class entirely. (b) for switching into the Class (a) 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. Note: The Manager has the discretion to lower the minimum Units for switching from time to time. 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. 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:

Switch Out	Switch In	Switch In Pric	
		Switch Out	Switch In
Non-money market fund*	Non-money market fund**	T Day	T+1 Day
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.

Note:

Currently, there is no restriction on the frequency of 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 this Fund (conventional fund) to an Islamic fund is discouraged especially for Muslim Unit Holders.

The Manager reserves the right to vary the terms of switching.

Transfer Policy

Unit Holders may transfer all or partial of their Units to another person by completing a transfer form signed by both the transferor and transferee in the presence of a witness.

For partial transfer of Units, Unit Holders must maintain the minimum holding of Units of the Class or such other lesser number of Units as we may from time to time decide, and be subject to any other terms and conditions which may be applicable to the Class.

We may, at our absolute discretion, allow or refuse Unit Holders to transfer their Units subject to such terms and conditions as may be stipulated by us from time to time.

The person who is in receipt of the Units must be a Sophisticated Investor as well.

^{*} For certain funds with foreign investment exposure, the valuation point may be after the close of Bursa Malaysia but before 5.00p.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+1day), the net asset value of those funds with foreign investment 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+2day).

^{**} 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+1day).

Cooling-off Right	Cooling-off right is not available for the Fund.
Eligibility to Subscribe	The Fund is only offered for sale to Sophisticated Investors.
	In the event that we become aware that a Unit Holder who is not eligible to apply for Units is in fact holding Units, we shall be deemed to have received a redemption request in respect of such Units on the Business Day following the day we first became aware of the Unit Holder's ineligibility.

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 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.

	ADDITIONAL INFORMATION			
Distribution Policy	Subject to availability of income, distribution is incidental. Distribution of income will only be made from realised gains or realised income.			
Financial Year End	31 October			
Deed	The deed in respect of the Fund dated 1 October 2019 entered into between the Manager and the Trustee.			
Avenue for Advice	You may contact our Customer Service at 1-800-38-7147.			
Trustee	CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A))			
Establishment of other classes	Under the Deed, the Manager has the sole and absolute right to issue and/or establish other, different or new Classes of units in the Fund with different and/or similar features including but not limited to fees, charges, currency and/or distribution policy without the need to seek Unit Holders' prior approval provided the issuance of such other classes of units and the imposition of the terms will not in the opinion of the Manager and the Trustee prejudice the rights of the Unit Holders. Where a new class of units is established or issued, Units in the Fund or any existing Class of units may be re-designated so long as there is no prejudice to the existing Unit Holders of the Fund as a whole or of such Class of units. As at the date of this Information Memorandum, there are four (4) Classes of Units in the Fund, i.e. USD Class, AUD Class, SGD Class and MYR Hedged Class.			

You should read and understand the contents of this Information Memorandum and if necessary, consult your adviser(s) before making an investment decision.

CHAPTER 2: RISK FACTORS

We encourage Unit Holders to give careful consideration to the risks associated with the Fund when investing in the Fund and, accordingly, to obtain independent financial and taxation advice before investing in the Fund.

2.1 GENERAL RISKS OF INVESTING IN THE FUND

Below are some of the general risks which Unit Holders should be aware of when investing in the Fund:

a) Market Risk

Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets due to economic, political and/or other factors which will result in a decline in the Fund's NAV.

b) Inflation Risk

Inflation risk is the risk that investor's investment in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investor's purchasing power even though the value of the investment in monetary terms has increased.

c) Non-compliance Risk

This risk arises from non-compliance with laws, rules, regulations, prescribed practices and internal policies and procedures by the management company. For example, we may fail to comply with internal policies and procedures due to internal factors such as oversight, human error and/or system error. This risk may also occur indirectly due to the imposition and/or amendment to the relevant regulatory frameworks, laws, rules and other prescribed practices affecting the Fund. We have put in place internal controls to ensure that comprehensive and timely compliance monitoring is undertaken.

d) Operational Risk

Apart from a market disruption event, system interruption can also impact processes when there is an interruption in the flow of information needed for making qualified decisions where decisions are made based on accurate flow of information with operated system in managing the Fund. These disruptions may impact the performance of the Fund, the settlement of trades in the Fund and may also affect the investor's transactions with the Fund. We have put in place internal controls to manage some of these disruptions such as business continuity plans. However, investors should note that not all circumstances can be prepared for nor anticipated. In such circumstances, we, in consultation with the Trustee, will take appropriate measures to safeguard the Unit Holders' interests.

2.2 SPECIFIC RISKS RELATED TO THE FUND

Below are some of the **specific risks** when investing in the Fund; these may include but are not limited to:

a) General Investment Risk

There can be no assurance that the Fund will achieve its investment objective. The instruments invested by the Fund may fall in value due to any of the key risk factors listed in this section and therefore your investment in the Fund may suffer losses. There is no guarantee of the repayment of principal.

b) External Investment Manager's Risk

The investments of Fund are managed by the External Investment Manager; therefore, the Manager has no control over the External Investment Manager's investment technique, knowledge or management expertise. In the event of mismanagement of the investments by the External Investment

Manager, the NAV of the Fund would be affected negatively. The Fund would also be affected should there be any unresolved dispute between the Manager and the External Investment Manager. Although the probability of such occurrence is minor, should the situation arise, the Manager reserves the right to seek an alternative external investment manager that is able to achieve the objective of the Fund.

c) Equity Investment Risk

The value of equities and equity-related instruments may vary according to company profits and future prospects as well as more general market factors. The prices of the equities and equity-related instruments may fluctuate in response to the circumstances affecting individual companies such as adverse financial performance, news of a possible merger or loss of key personnel of a company. Any adverse price movements of such equities or equity-related investment will adversely affect the Fund's NAV. The shares can lose value rapidly, and typically involve higher risks than other investment instruments.

d) Currency Risk

As the investments of the Fund may be denominated in currencies other than the Base Currency, any fluctuation in the exchange rate between the Base Currency and the currencies in which the investments are denominated may have an impact on the value of these investments. Investors should be aware that if the currencies in which the investments are denominated depreciate against the Base Currency, this will have an adverse effect on the NAV of the Fund in the Base Currency and vice versa. Investors should note that any gains or losses arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investment.

i) Currency risk at the Fund level

The impact of the exchange rate movement between the Base Currency and the currency of the investments (other than in USD) of the Fund may result in a depreciation of the value of the investments as expressed in the Base Currency.

ii) Currency risk at the Class level

The impact of the exchange rate movement between the Base Currency and the currency of the respective Classes (other than USD Class) may result in a depreciation of the investor's holdings as expressed in the Base Currency.

iii) Currency risk at the Hedged Class level

Investors in the hedged Classes are subject to minimal currency risk as we will as much as practicable mitigate this risk by hedging these currencies against the Base Currency. Investors should note that by employing this hedging, investors would not be able to enjoy the additional currency gains when the Base Currency moves favourably against the currencies of the Classes. Additional transaction costs of hedging will also have to be borne by investors in these Classes.

e) Liquidity Risk

The Fund may have insufficient cash to meet redemption requirements; hence, the External Investment Manager may be required to prematurely unwind positions in longer term placements resulting in foregone interest or unwind positions in equities which are not in the favours position resulting in loss of capital to the Fund.

f) Emerging Markets Risk

The Fund invests in emerging markets which may involve increased risks and special considerations not typically associated with investment in more developed markets such as, liquidity risk, currency risks/ control, political and economic uncertainties, policy, legal or regulatory event affecting the relevant markets and taxation risks, settlement risks, custody risk and the likelihood of a high degree of volatility.

g) 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. Hence, any default or downgrade in rating by the counterparty would affect the NAV of the hedged Classes. In mitigating this risk, the Manager will carry

out stringent selection process on the counterparty before entering into the derivatives contract with the counterparty.

h) Volatility Risk

Investors should note that volatility in the Fund's investment portfolio may result in large fluctuations in the NAV of the Fund which may adversely affect the NAV per Unit and investors may as a result suffer losses.

i) Concentration Risk

As the Fund will invest primarily in equities and equity related securities with exposure to Asian countries, such concentration may exhibit a higher than usual degree of risk and the Fund may be subject to above average volatility. The diversification benefits that would ordinarily accrue from investment in a fund having a more diverse portfolio of investments, may not apply to this Fund.

j) Risk of Investing in Financial Derivative Instruments ("FDI") for Efficient Portfolio Management and Hedging Purposes

Investments of the Fund may comprised FDI used for efficient portfolio management or to attempt to hedge or reduce the overall risk of its investments. Risks associated with FDI include counterparty/credit risk, liquidity risk, valuation risk, volatility risk and over-the-counter transaction risk. The leverage element/component of a FDI can result in a loss significantly greater than the amount invested in the FDI by the Fund. Exposure to FDI may lead to a high risk of significant loss by the Fund.

2.3 RISK MITIGATION

We will take prudent and reasonable steps to mitigate the risks associated with the Fund by taking the following steps:

- (a) oversee the asset allocation and review of securities and portfolio managed by the External Investment Manager to meet the investment objective of the Fund;
- (b) monitor and review the Fund and ensure that the Fund adheres to the investment strategies:
- (c) review the investment results on a monthly basis against the benchmark;
- (d) hedge currency risk, if applicable; and
- (e) escalate and report investment matters to the investment committee of the Fund.

To mitigate the risks confronting the Fund, the External Investment Manager will, amongst other things:

- (a) constantly monitor the market liquidity and pricing;
- (b) adhere to the Fund's objectives and the investment limits applicable to minimize concentration risks
- (c) constantly monitor the relevant markets and effectively diversify the investments of the Fund across sectors and companies; and
- (d) practice prudent liquidity management to ensure that the Fund maintains reasonable levels of liquidity to meet any redemption request.

THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH POTENTIAL SOPHISTICATED INVESTORS SHOULD CONSIDER BEFORE INVESTING INTO THE FUND. POTENTIAL SOPHISTICATED INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME.

YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF AN INVESTMENT. YOU SHOULD READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.

CHAPTER 3: TRANSACTION INFORMATION

3.1 COMPUTATION OF NAV AND NAV PER UNIT

Sophisticated Investors should note that the NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at a particular valuation point.

The NAV per Unit is the NAV of the Fund attributable to a Class divided by the number of Units in circulation for that particular Class, at the same valuation point.

The valuation of the Fund will be carried out in the Base Currency. Accordingly, all assets that are not denominated in USD will be translated to USD for valuation purposes. The foreign exchange rate used for this purpose shall be the bid foreign exchange rate quoted by Bloomberg or Reuters at 4.00p.m. United Kingdom time (which is equivalent to 11.00p.m. or 12.00 midnight (Malaysia time) on the same day) as the valuation point of the Fund or such time as may be prescribed under the relevant laws from time to time.

Due to multiple Classes in the Fund, the gain, income, expenses, and/or other expenses related to the Fund are apportioned based on the value of the Class (quoted in the Base Currency) relative to the value of the Fund (also quoted in the Base Currency), which is shown as multi-class ratio.

Please refer to the illustration below for the computation.

An illustration of computation of NAV and the NAV per Unit for a particular day:-

Items	Fund (USD)	USD Class (USD)	SGD Class (USD)	MYR Hedged Class (USD)	AUD Class (USD)
Net Asset Value BF	39,217,524.32	8,302,515.85	2,978,175.31	12,986,252.69	14,950,580.47
Multi Class Ratio (MCR) %		21.17042316	7.59399111	33.11339233	38.12219341
Class gains	6,998.13	-	=	6,998.13	-
Gains, Income and Expenses	195,922.51	41,477.62	14,878.34	64,876.58	74,689.96
Gross Asset Value Before Fee	39,420,444.96	8,343,993.47	2,993,053.65	13,058,127.40	15,025,270.43
Management Fee	(1,296.01)	(274.32)	(98.40)	(429.31)	(493.98)
Trustee Fee	(43.20)	(9.14)	(3.28)	(14.31)	(16.47)
Net Asset Value	39,419,105.74	8,343,710.00	2,992,951.97	13,057,683.78	15,024,759.98
Units in Circulation		7,750,000.00	3,750,000.00	49,000,000.00	20,800,000.00
Exchange Rate		1.0000	1.3700	4.1500	1.4800
NAV Per Unit in Fund Currency		1.07660774	0.79812052	0.26648334	0.72234423
NAV Per Unit in Class Currency		1.07660774	1.09342512	1.10590587	1.06906946
Performance fee (PF) Net Asset Value After Performance fee	(68,524.83) 39,350,580.92	-	(7,349.52)	(61,175.31)	-
NAV Per Unit in Fund Currency After Performance Fee		1.07660774	0.79616065	0.26523487	0.72234423
NAV Per Unit in Class Currency After Performance Fee		1.07660774	1.09074010	1.10072470	1.06906946
NAV Per Unit in Class Currency (Rounded to four decimals)		1.0766	1.0907	1.1007	1.0691

Please note that the calculation set out above is for illustration purposes only.

3.2 PRICING OF UNITS

We adopt the single pricing policy for any transactions. Under this regime, both the selling price and redemption price of Units will be the NAV per Unit.

The daily NAV per Unit is valued at the next valuation point after a subscription application or a redemption request is received by us, i.e., on forward price basis.

Incorrect Pricing

The Manager shall take immediate remedial action to rectify any incorrect valuation and pricing of the Fund and/or the Units and to notify the Trustee and the SC of the same unless the Trustee considers the incorrect valuation and pricing of the Fund and/or the Units is of minimal significance. The Trustee will not consider the incorrect valuation and pricing of the Fund and/or the Units is of minimal significance if the error involves a discrepancy of zero point five per centum (0.5%) or more of the NAV per Unit attributable to a Class unless the total impact on a Unit Holder's account of each Class is less than RM10.00 or an equivalent denomination in the currency that a particular Class of Units is denominated. An incorrect valuation and pricing not considered to be of minimal significance by the Trustee shall result in reimbursement of moneys in the following manner:

- (a) if there is an over valuation and pricing in relation to the application for Units, the Fund shall reimburse the Unit Holder:
- (b) if there is an over valuation and pricing in relation to the redemption of Units, the Manager shall reimburse the Fund;
- (c) if there is an under valuation and pricing in relation to the application for Units, the Manager shall reimburse the Fund; and
- (d) if there is an under valuation and pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

Policy on rounding adjustment

In calculating your investments with us, the NAV per Unit will be rounded to four decimal places.

Units allocation to a Unit Holder will be rounded to two decimal places.

3.3 SALE OF UNITS

Minimum Initial Investment	USD Class	AUD Class	SGD Class	MYR Hedged
				Class
	USD100,000	AUD100,000	SGD100,000	RM100,000
	or such other low	er amount as we	may decide from t	time to time.
Minimum Additional	USD Class	AUD Class	SGD Class	MYR Hedged
Investment				Class
	USD1,000	AUD1,000	SGD1,000	RM1,000
	or such other lower amount as we may decide from time to time.			

The Fund is open for subscription on each Business Day.

Application of Units must be submitted by completing the account opening form accompanying this Information Memorandum, which is available at our head office and business centres. Please refer to Chapter 8, List of TA Investment Management Berhad's office, institutional unit trust advisers and authorised distributors for details.

Individual or joint application must be accompanied by a copy of the NRIC / passport or other documents of identification.

Corporate application must be accompanied by, where applicable, a certified true copy of the certificate of incorporation, memorandum and article of association or constitution, form 24 or return for allotment of shares under section 78 of the Companies Act 2016, form 44 or notice under section 46 of the Companies Act 2016 and form 49 or notice under section 58 of the Companies Act 2016, board resolution with list of authorised signatories and company seal (if applicable), latest audited financial statement, certified true copy of NRIC or passport or other form of identification of directors.

The completed documents, together with the remittance of payment must be attached. Bank charges, where relevant, for outstation cheques will be borne by investors. The validity of the transaction is subject to clearance of the payment made to us.

Any application form received through fax will only be deemed complete after we receive the original copy of the form together with the remittance of moneys. Receipt of fax copy will not be an indication of acceptance of application by us or completion of transaction. We shall not be responsible for applications not processed as a result of incomplete transmission of fax. Valid application received by our office before 4.00p.m. on any Business Day be it via fax, send in by post or walk-in, will be processed based on the NAV per Unit calculated at the end of the Business Day. Any application received after 4.00p.m. will be deemed to have been received on the next Business Day. If an application is received on Saturday, the request will be processed based on the NAV per Unit calculated after the close of the next Business Day, which in this case will normally be on Monday. We reserve the right to reject any application that is unclear, incomplete and/or not accompanied by the required documents. Incomplete applications will not be processed until all the necessary information has been received.

Note: We reserve the right to accept or reject any application in whole or part thereof without assigning any reason.

All applicants intending to invest in a Class other than MYR Hedged Class are required to have a foreign currency account with any financial institution as all transactions relating to foreign currencies will ONLY be made via telegraphic transfers.

SOPHISTICATED INVESTORS ARE ADVISED NOT TO MAKE ANY PAYMENT IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS OF THE FUND.

PLEASE BE ADVISED THAT IF THE SOPHISTICATED INVESTOR INVESTS IN UNITS THROUGH AN IUTA WHICH ADOPTS THE NOMINEE SYSTEM OF OWNERSHIP, THE SOPHISTICATED INVESTOR WOULD NOT BE CONSIDERED TO BE A UNIT HOLDER UNDER THE DEED AS THE SOPHISTICATED INVESTOR'S NAME WILL NOT APPEAR IN THE REGISTER OF UNIT HOLDERS. THE SOPHISTICATED INVESTOR MAY CONSEQUENTLY NOT HAVE ALL THE RIGHTS ORDINARILY EXERCISABLE BY A UNIT HOLDER (FOR EXAMPLE, THE RIGHT TO CALL FOR A UNIT HOLDERS' MEETING AND TO VOTE THEREAT).

3.4 REDEMPTION OF UNITS

Redemption of Units can be made by completing a transaction form available from any of our offices or by sending written instructions to any of our offices on any Business Day.

If you give us written instructions, your letter should include:

- (a) your account number;
- (b) the name of the fund and its class of units (if any) that you wish to redeem your units from;
- (c) the number of units that you intend to redeem; and
- (d) instructions on what we should do with the moneys (e.g. credit into your bank account).

Redemption requests sent via fax are accepted by us. Receipt of fax copy should not be an indication of acceptance of a redemption request by us or completion of transaction. We shall not be responsible for redemption requests that are not processed as a result of incomplete transmission of fax. We reserve the right to reject any redemption request that is unclear, incomplete and/or not accompanied by the required documents. Investors are strongly advised to contact our customer service to confirm receipt of instruction given by fax.

The Fund will be valued on a daily basis and the daily prices of the Fund will be published on the next Business Day. Information on the Fund's Unit prices are available on our website www.tainvest.com.my or from our head office or any of our business centres listed in the Chapter 8, List of TA Investment Management Berhad's office, institutional unit trust advisers and authorised distributors.

Any valid redemption request received by our head office or any of our business centres before 4.00p.m. on a Business Day will be processed based on the NAV per Unit calculated at the next valuation point. A redemption request received after 4.00p.m. will be deemed to have been received on the next Business Day. If a redemption request is received on Saturday, the request will be processed based on the NAV per Unit calculated at the close of the next Business Day, which in this case will normally be Monday.

Redemption proceeds will be paid to you within ten (10) Business Days from the day the redemption request is received by us based on the selected payment method stated in the transaction form received by our head office. In case of joint holders, we will process the redemption request based on the operating instruction stated in the account opening form when you first invested in the Fund. For avoidance of doubt, all redemption proceeds will be made payable to the principal applicant by default, unless there is a request by the principal applicant that the redemption proceeds be made payable to the joint applicant.

3.5 ADDITIONAL INFORMATION ON PERFORMANCE FEE

The Manager will earn a 20% performance fee on the appreciation in the NAV per Unit over and above the Hurdle Value during a Performance Period. For the benefit of Unit Holders, the Manager imposes a Hurdle Value, which is the High Water Mark ("HWM") plus 8%, which the performance of the Class has to exceed before the Manager is entitled to charge a performance fee on the Class.

Please find the illustrations below, in MYR term for MYR Hedged Class.

3.5.1 High Water Mark and Hurdle Value

At the beginning of a Performance Period, the Manager will firstly determine the HWM. The HWM for the 1st Performance Period will be the initial offer price for the respective Classes.

For subsequent Performance Periods, the HWM will be the higher of:

- i. the NAV per Unit on the last Valuation Day of the previous Performance Period; or
- ii. the HWM for the previous Performance Period.

For example, in respect of the MYR Hedged Class, if the NAV per Unit on the last Valuation Day of the 1st Performance Period is RM1.08, which is higher than the HWM for the previous Performance Period i.e: RM1.00, hence the HWM for the 2nd Performance Period will be RM1.08. However, if the NAV per Unit on the last Valuation Day of the 1st Performance Period is RM0.99, which is lower than the HWM for the previous Performance Period i.e: RM1.00, hence the HWM for the 2nd Performance Period will be RM1.00.

Hurdle Value is calculated by adding 8% to the HWM. HWM will be reset at the beginning of every Performance Period if the NAV per Unit on the last Valuation Day of the previous Performance Period is higher than the HWM for the previous Performance Period. The HWM will remain the same for the HWM for the previous Performance Period if the NAV per Unit on the last Valuation Day of the previous Performance Period is lower than the HWM for the previous Performance Period. For example, in year 1, the HWM is RM1.00. The Hurdle Value is therefore RM1.08 (RM1.00 x 1.08). If the HWM for the 2^{nd} Performance Period is RM1.08, the Hurdle Value for the 2^{nd} Performance Period is RM1.00, the Hurdle Value for the 2^{nd} Performance Period will remain at RM1.08 (RM1.00 x 1.08).

Please find below the illustration on determining the HWM and setting the Hurdle Value for the respective Classes:

Table 1:

Performance Period	USD Class	AUD Class	SGD Class	MYR Hedged Class
NAV per Unit at beginning of Year 1=	USD1.0000	AUD1.0000	SGD1.0000	RM1.0000

HWM for 1st Performance Period / initial offer price Hurdle Value for USD1.0800 AUD1.0800 SGD1.0800 RM1.0800 **Performance Period** NAV per Unit on the last USD1.0800 AUD1.0700 SGD1.0500 RM1.0900 Valuation Day of the 1st **Performance Period** Eligible for performance No No Nο Yes fee 2nd HWM for USD1.0800 AUD1.0700 SGD1.0500 RM1.0900 **Performance Period** 2nd USD1.1664 AUD1.1556 SGD1.1340 Hurdle Value for RM1.1772 **Performance** Period (which is HWM x 1.08)

Please find below the illustration on the entitlement of performance fee (exclude subscription and redemption requests during the Performance Period) for MYR Hedged Class:

Table 2:

Performance Period	HWM (RM)	Hurdle Value (HWM x 8%)	NAV per Unit as at the Valuation Day of a Performance Period	Performance Fee	Remarks for HWM resetting
	А	B = A x (1+8%)	С	If C>B	If C >A = to reset the HWM for the next Performance Period If C <a =="" to<br="">remain the HWM for the next Performance Period
Year 1	1.0000	1.0800	1.1050	Yes	-
Year 2	1.1050	1.1934	1.0900	No	Reset
Year 3	1.1050	1.1934	1.1500	No	Remain
Year 4	1.1500	1.2420	1.2600	Yes	Reset

1st Performance Period (Year 1)

The HWM for the 1st Performance Period is RM1.0000, which is the initial offer price. The Hurdle Value is RM1.0000 plus 8% growth which is RM1.0800.

Based on Table 2 above, the NAV per Unit on the last Valuation Day of the 1st Performance Period is RM1.1050 which is **higher** than the Hurdle Value of RM1.0800. Thus, the Manager is **entitled** to earn a performance fee.

2nd Performance Period (Year 2)

The HWM for the 2nd Performance Period will be RM1.1050 as it is higher than the HWM for the previous Performance Period. The Hurdle Value is RM1.1050 plus 8% growth which is RM1.1934.

Based on Table 2 above, the NAV per Unit on the last Valuation Day of the 2nd Performance Period is RM1.0900, which is **lower** than the Hurdle Value of RM1.1934. Thus, the Manager is **not entitled** to charge a performance fee.

3rd Performance Period (Year 3)

The HWM for the 3rd Performance Period will be RM1.1050 as it is higher than the NAV per Unit on the last Valuation Day of the previous Performance Period. The Hurdle Value is RM1.1050 plus 8% growth which is RM1.1934.

Based on Table 2 above, the NAV per Unit as at the last Valuation Day of the 3rd Performance Period is RM1.1500, which is **lower** than the Hurdle Value of RM1.1934. Thus, the Manager is **not entitled** to charge a performance fee.

4th Performance Period (Year 4)

The HWM for the 4th Performance Period will be RM1.1500 as it is higher than the HWM for the previous Performance Period. The Hurdle Value is RM1.1500 plus 8% growth which is RM1.2420.

Based on Table 2 above, the NAV per Unit as at the last Valuation Day of the 4th Performance Period is RM1.2600, which is **higher** than the Hurdle Value of RM1.2420. Thus, the Manager is **entitled** to charge a performance fee.

3.5.2 Calculation of Performance Fee

The performance fee is calculated and readjusted on a daily basis. However, the performance fee is only payable to the Manager at the end of each Performance Period provided that the NAV per Unit on the last Valuation Day is higher than the Hurdle Value.

Scenario 1: Assuming there is no subscription or redemption request during the entire Performance Period for the MYR Hedged Class

Table 3:

Day	Unit in Circulation (UIC)	High Water Mark (HWM) (RM)	Hurdle Value (HWM x 1.08) (a)	NAV per unit (before performance fee) (b)	NAV per unit (after performance fee)	Performance fee [(b-a) x 20% x UIC] (RM)
1	50,000,000	1.0000	1.0800	1.0250	1.0250	-
2	50,000,000	1.0000	1.0800	1.0600	1.0600	-
3	50,000,000	1.0000	1.0800	1.0940	1.0912	140,000.00
4	50,000,000	1.0000	1.0800	1.0700	1.0700	-
5	50,000,000	1.0000	1.0800	1.0850	1.0840	50,000.00
6	50,000,000	1.0000	1.0800	1.1000	1.0960	200,000.00
7	50,000,000	1.0000	1.0800	1.0920	1.0896	120,000.00
8	50,000,000	1.0000	1.0800	1.0800	1.0800	-
9	50,000,000	1.0000	1.0800	1.0650	1.0650	-
10	50,000,000	1.0000	1.0800	1.0780	1.0780	-
11	50,000,000	1.0000	1.0800	1.0980	1.0944	180,000.00
12	50,000,000	1.0000	1.0800	1.1200	1.1120	400,000.00
\downarrow						
365	50,000,000	1.0000	1.0800	1.1050	1.1000	250,000.00

Based on Table 3 above, the HWM for the Performance Period is RM1.0000 which is the NAV per Unit on Day 1 and hence, the Hurdle Value is RM1.0800. Let us assume that on Day 3, the NAV per Unit (before performance fee) is RM1.0940, which is higher than the Hurdle Value of RM1.0800, the Manager is entitled to earn a performance fee, calculated as follows:

Performance fee = [NAV per Unit (before performance fee) – Hurdle Value] x 20% x total number of Units in circulation of the Fund

- $= [RM1.0940 RM1.0800] \times 20\% \times 50,000,000$ Units
- $= RM0.0028 \times 50.000.000$
- = RM140,000

The performance fee (if any) will be readjusted on a daily basis. Adjustment is made by reversing the daily accrued performance fee payable to the Manager and reset to zero. For example, on Day 8, the accrued performance fee from Day 7 which is RM120.000 will be reversed and reset to zero.

On Day 365, the NAV per Unit (before performance fee) is RM1.1050, which is higher than the Hurdle Value of RM1.0800, the Manager is entitled to earn performance fee of RM0.005 per Unit or RM250,000.

Scenario 2: Assuming there is a subscription request by a Unit Holder during the Performance Period for the MYR Hedged Class, the chargeable performance fee (if any) on the day of the subscription will be reflected in the NAV per Unit (after performance fee)

Illustration is based on Day 3 in Table 3 above:

Day	Unit in Circulation (UIC)	High Water Mark (HWM) (RM)	Hurdle Value (HWM x 1.08) (a)	NAV per unit (before performance fee) (b)	NAV per unit (after performance fee)
3	50,000,000	1.0000	1.0800	1.0940	1.0912

The NAV per Unit payable by the Unit Holder would be RM1.0912.

Scenario 3: Assuming there is a redemption request by a Unit Holder during the Performance Period for the MYR Hedged Class, the chargeable performance fee (if any) will be calculated as follows:

Illustration is based on Day 11 in Table 3 above:

Day	Unit in Circulation (UIC)	High Water Mark (HWM) (RM)	Hurdle Value (HWM x 1.08) (a)	NAV per unit (before performance fee) (b)	NAV per unit (after performance fee)
11	50,000,000	1.0000	1.0800	1.0980	1.0944

The redemption request is received by the Manager on Day 11 of the Performance Period where the NAV per Unit is higher than the Hurdle Value of the Performance Period. Hence, the Manager is entitled to earn a performance fee as follows:-

Number of Units to be redeemed by Unit Holder NAV per Unit (before performance fee) @ Day 11

= 10,000 = RM1.0980

Performance fee Day

= [RM1.0980 - RM1.0800]x20%x10,000 Units

= RM36.00*

3.6 BASES OF VALUATION OF THE ASSETS OF THE FUND AND VALUATION FOR THE FUND

3.6.1 Bases of Valuation of the Assets of the Fund

The bases of valuation of the respective asset classes of the Fund are as follows:

Investment Instruments	Valuation Basis	
Securities listed on any	d on any The securities will be valued at last done market price.	
exchange	However, if:	

^{*} During the Performance Period, such amount will be maintained in the account payable of the Fund and will be paid to the Manager at the end of the Performance Period.

	(a) a valuation based on the market price does not represent the				
	fair value of the securities, for example during abnormal market				
	conditions; or				
	(b) no market price is available, including in the event of a				
	suspension in the quotation of the securities for a period				
	exceeding 14 days, or such shorter period as agreed by the				
	Trustee,				
	then the securities should be valued at fair value, as determined in good				
	faith by us on the methods or bases approved by the Trustee after				
Unlisted securities	appropriate technical consultation.				
Offisied Securities	Fair value as determined in good faith by us, on methods or bases				
	which have been verified by the auditor of the Fund and approved by the Trustee.				
Outland's a large transition					
Collective investment	Collective investment schemes which are quoted on an exchange shall				
schemes	be valued based on the last done prices as at the close of the Business				
	Day of the respective markets on the same calendar day.				
	Investments in unlisted collective investment schemes will be valued				
	based on the last published redemption price.				
Money market	Investments in money market instruments are valued at book cost,				
instruments	meaning cost of acquisition plus accretion of discount on yield to				
	maturity method.				
	For investments in commercial papers, such instruments are valued				
	each day based on the price quoted by a bond pricing agency				
Derivatives	each day based on the price quoted by a bond pricing agency				
Derivatives	each day based on the price quoted by a bond pricing agency registered by the SC.				
Derivatives	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible.				
Derivatives	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in				
Derivatives Deposits	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the				
	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the auditor of the Fund and approved by the Trustee.				
	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the auditor of the Fund and approved by the Trustee. Deposits placed with financial institutions will be valued each day by				
	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the auditor of the Fund and approved by the Trustee. Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest				
Deposits	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the auditor of the Fund and approved by the Trustee. Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period.				
Deposits Foreign exchange	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the auditor of the Fund and approved by the Trustee. Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period. Foreign exchange conversion of foreign investments for a particular				
Deposits Foreign exchange	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the auditor of the Fund and approved by the Trustee. Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period. Foreign exchange conversion of foreign investments for a particular Business Day is determined based on the bid exchange rate quoted by				
Deposits Foreign exchange	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the auditor of the Fund and approved by the Trustee. Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period. Foreign exchange conversion of foreign investments for a particular Business Day is determined based on the bid exchange rate quoted by Bloomberg or Reuters at UK time 4.00p.m. which is equivalent to				
Deposits Foreign exchange	each day based on the price quoted by a bond pricing agency registered by the SC. Derivatives are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by us on methods and bases that have been verified by the auditor of the Fund and approved by the Trustee. Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period. Foreign exchange conversion of foreign investments for a particular Business Day is determined based on the bid exchange rate quoted by Bloomberg or Reuters at UK time 4.00p.m. which is equivalent to 11.00p.m. or 12.00 midnight (Malaysia time) on the same day, or such				

Any other instruments	Fair value as determined in good faith by us, on methods or bases	
	which have been verified by the auditor of the Fund and approved	
	the Trustee.	

3.7 VALUATION FOR THE FUND

The Fund will be valued on a daily basis, which is on the Valuation Day.

As the Fund may invest in foreign markets, the valuation of the Units in respect of a particular Valuation Day can only be carried out on the following Business Day at the close of business of the last relevant foreign market in which the Fund invests in.

If the foreign market in which the Fund is invested therein is closed for business, the Manager will value the investment based on the latest available price as at the day the particular foreign market was last opened for business.

3.8 DISTRIBUTION PAYMENT

Distribution (if any) is incidental and may be declared whenever is appropriate.

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 on the Reinvestment Date. There will not be any additional 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/MYR 50.00 would be automatically reinvested.

In the absence of instructions to the contrary, distribution of income 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 Fund, the change will only take effect from the next distribution point, if any.

CHAPTER 4: THE MANAGER

4.1 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. TASH, a wholly owned subsidiary of TAE, is the holding company of TAIM. TAE, 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 (20) years' of experience in managing unit trust funds.

4.2 ROLE, DUTIES AND RESPONSIBILITIES OF THE MANAGER

TAIM is responsible for the day to day management of the Fund and for the development and implementation of appropriate investment strategies. The main tasks performed by TAIM include:

- managing investments portfolio;
- processing the sale and redemption of Units;
- keeping proper records for the Fund;
- · valuing investments of the Fund; and
- distributing income and additional Units to the Unit Holders.

4.3 INVESTMENT TEAM

The information on the investment team and the designated fund manager of the Fund can be obtained from our website at https://www.tainvest.com.my/our-people/.

4.4 MATERIAL LITIGATION

As at LPD, TAIM is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect its business/financial position.

4.5 THE EXTERNAL INVESTMENT MANAGER

Invesco Asset Management Limited (IAML) is an indirect, wholly owned subsidiary of Invesco Ltd. (Invesco). The principal activity of IAML is the provision of investment management services on both a discretionary and non-discretionary basis to pension and profit sharing plans, educational institutions, investment companies, insurance companies, individuals and holding companies. IAML also acts as investment advisor for a number of mutual funds on a sub-advised basis.

Invesco is a leading independent global investment management firm, dedicated to helping investors achieve their financial objectives. Invesco offers a wide range of single-country, regional and global capabilities across major equity, fixed-income and alternative asset classes, delivered through a diverse set of investment vehicles.

Invesco has a strong and growing presence in Asia-Pacific. With 50 years of experience investing in the region since 1962, Invesco is able to draw on our domestic investment capabilities to provide solutions designed to deliver key outcomes aligned to local and global investors.

The External Investment Manager is to invest the assets of the Fund in accordance with the terms and conditions agreed between the Manager and the External Investment Manager in the investment

management agreement. The remuneration of the External Investment Manager is borne by the Manager.

Further information on the Manager, the board of directors and the External Investment Manager can be obtained from the Manager's website at www.tainvest.com.my.

CHAPTER 5: TRUSTEE

5.1 ABOUT CIMB COMMERCE TRUSTEE BERHAD

CIMB Commerce Trustee Berhad was incorporated on 25 August 1994 and registered as a trust company under the Trust Companies Act, 1949 and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral 50470, Kuala Lumpur, Malaysia. The Trustee is qualified to act as a trustee for collective investment schemes approved under the Capital Markets and Services Act 2007.

5.2 EXPERIENCE AS TRUSTEE TO UNIT TRUST FUNDS

CIMB Commerce Trustee Berhad has been involved in unit trust industry as trustee since 1996. It acts as trustee to various unit trust funds, real estate investment trusts, wholesale funds, private retirement schemes and exchange traded funds.

5.3 ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

The Trustee's functions, duties and responsibilities are set out in the Deed. The general functions, duties and responsibilities of the Trustee include, but are not limited to, the following:

- (a) Take into custody the investments of the Fund and hold the investments in trust for the Unit Holders;
- (b) Ensure that the Manager, operates and administers the Fund in accordance with the provisions of the Deed, Guidelines and acceptable business practice within the unit trust industry;
- (c) As soon as practicable, notify the Securities Commission of any irregularity or breach of the provisions of the Deed, Guidelines and any other matters which in the Trustee's opinion, may indicate that the interests of Unit Holders are not served:
- (d) Exercise reasonable diligence in carrying out its functions and duties, actively monitoring the operations and management of the Fund by the Manager to safeguard the interests of Unit Holders:
- (e) Maintain, or cause the Manager to maintain, proper accounting records and other records as are necessary to enable a complete and accurate view of the Fund to be formed and to ensure that the Fund is operated and managed in accordance with the Deed, Information Memorandum, the Guidelines and securities law; and
- (f) Require that the accounts be audited at least annually.

The Trustee has covenanted in the Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unit Holders.

5.4 TRUSTEE'S DELEGATE (CUSTODIAN)

CIMB Commerce Trustee Berhad has delegated its custodian function to CIMB Bank Berhad (CIMB Bank). CIMB Bank's ultimate holding company is CIMB Group Holdings Berhad, a listed company on Bursa Malaysia. CIMB Bank provides full fledged custodial services, typically clearing, settlement and safekeeping of all types of investment assets and classes, to a cross section of investors and intermediaries client base, both locally and overseas.

For the local Ringgit assets, they are held through its wholly owned nominee subsidiary "CIMB Group Nominees (Tempatan) Sdn Bhd". For foreign non-Ringgit assets, CIMB Bank appoints global custodian as its agent bank to clear, settle and safekeep on its behalf and to its order.

All investments are automatically registered in the name of the custodian to the order of the Trustee. CIMB Bank acts only in accordance with instructions from the Trustee.

5.5 TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION

As at LPD, CIMB Commerce Trustee Berhad is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of the Trustee.

CHAPTER 6: SALIENT TERMS OF THE DEED

6.1 RIGHTS AND LIABILITIES OF THE UNIT HOLDERS

Rights of the Unit Holders

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

- (a) to receive distribution of income (if any);
- (b) to participate in any increase in the value of the Units;
- 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.

No Unit Holder shall be entitled to require the transfer to him of any of the Fund's assets or be entitled to interfere with or question the exercise by the Trustee, or the Manager on its behalf, of the rights of the Trustee as the registered owner of such assets.

Liabilities of Unit Holders

No Unit Holder is liable for any amount in excess of the purchase price paid for the Units as determined in accordance with the Deed at the time the Units were purchased and any charges payable in relation thereto.

A Unit Holder shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the Fund's assets, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

6.2 TERMINATION OF THE FUND

6.2.1 Termination of the Fund

The Manager may terminate the Fund in accordance with the relevant laws. If the Fund is left with no Unit Holders, the Manager shall be entitled to terminate the Fund. The Manager, upon termination, shall as soon as practicable notify the existing Unit Holders of the Fund in writing of the following options:

- 1. 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;
- 2. 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
- 3. 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.

6.2.2 Termination of a Class of Units

The Manager may terminate a particular class of Units via the passing of a Special Resolution by the Unit Holders of such class of Units 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 of Units if the termination of that class of Units does not prejudice the interests of Unit Holders of any other class of Units.

6.3 POWER TO CALL FOR A MEETING BY UNIT HOLDERS

6.3.1 Unit Holders' Meeting convened by the Unit Holders

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders of the Fund or a particular class of Units (as the case may be), whichever is less, summon a meeting of the Unit Holders of the Fund or a particular class of Units (as the case may be) by:

- (a) sending by post/facsimile at least fourteen (14) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders; and
- (b) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

The Unit Holders may direct the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:

- (a) requiring the retirement or removal of the Manager;
- (b) requiring the retirement or removal of the Trustee;
- (c) considering the most recent financial statements of the Fund;
- (d) giving to the Trustee such directions as the meeting thinks proper; or
- (e) considering any matter in relation to the Deed,

provided always that the Manager shall not be obliged to summon such a meeting unless a direction has been received from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders of the Fund or a particular class of Units (as the case may be), whichever is the lesser number.

6.3.2 Unit Holders' Meeting convened by the Manager or Trustee

A meeting of the Unit Holders summoned by the Manager or the Trustee pursuant to the Deed shall be summoned by:

- (a) giving at least fourteen (14) days written notice of the meeting to Unit Holders; and
- (b) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

CHAPTER 7: ADDITIONAL INFORMATION

7.1 REPORTS AND UP-TO-DATE INFORMATION RELATING TO THE FUND

The quarterly and annual reports of the Fund will be forwarded to Unit Holders no later than two (2) months after the period that such reports covered.

A copy of this Information Memorandum and the monthly fund fact sheets relating to the Fund are available upon request from the Manager.

As for the Fund's daily NAV per Unit, it will be published through our website at www.tainvest.com.my. Unit Holders may also contact us during our business hours from 9.00a.m. to 6.00p.m. from Monday to Friday to obtain the latest NAV per Unit.

Note: The Fund's annual report is available upon request.

7.2 CUSTOMER SERVICE

When you invest in the Fund, we will send you the following:

- Written confirmation on all transactions and income 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
- Annual audited 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 our head office or any of our business centres as disclosed in Chapter 8 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. 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.

7.3 ANTI-MONEY LAUNDERING POLICY

A customer acceptance procedure, which includes the identification and verification of identity of new customers, is conducted prior to entering into the relationship by Customer Due Diligence ("CDD"). Information, documents and evidence will be obtained depending on the types of applicant i.e. individual or corporate clients, etc. The classification of customer is based on risk-based approach whereby customers are classified into different risk level according to their background and investment threshold. Any suspicious transactions for Anti Money Laundering and Anti-Terrorist Financing and Targeted Financial Sanctions-Proliferation Financing will be reported to our compliance officer as well as to the local regulators, where applicable. All employees are required to adhere to these policies and procedures.

7.4 UNCLAIMED MONEYS POLICY

Any moneys (other than unclaimed income 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.

7.5 UNCLAIMED INCOME DISTRIBUTION

Any income distribution which payment cannot be effected for any reason whatsoever or in the form of cheques 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 income distribution will be dealt with in accordance with the requirements of the Unclaimed Moneys Act 1965.

CHAPTER 8: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE. INSTITUTIONAL UNIT TRUST ADVISERS AND AUTHORISED DISTRIBUTORS

Head Office

TA Investment Management Berhad 23rd Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur

Telephone number: +603 2031 6603 Facsimile number: +603 2031 4479

Toll Free: 1-800-38-7147

Email address: investor.taim@ta.com.my

Website: www.tainvest.com.my

Miri Business Centre Lot 1251, 1st Floor,

Centrepoint Commercial Centre (Phase 1)

Jalan Melayu, 98000 Miri

Sarawak

Tel: 085-430 415

Kota Kinabalu Business

Centre

Unit 4-1-02, 1st Floor Block 4, Api-Api Centre Jalan Centre Point

88000 Kota Kinabalu, Sabah

Tel: 088-268 023 Fax: 088-248 463

Kuchina Centre

Business

2nd Floor, Lot 13008, SL26, Block 16, KCLD

Gala City Commercial Centre

Jalan Tun Jugah 93350 Kuching Sarawak

Tel: 082-265 979

Penang Business Centre 15-1-8, Bayan Point,

> Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801 Fax: 04-611 9805

Melaka Business Centre 57A, Jalan Merdeka

> Taman Melaka Raya 75000 Melaka Tel: 06-288 2687

Ipoh Business Centre 29A, Jalan Niaga Simee,

Arena Niaga Simee,

31400 lpoh Perak

Tel: 05-350 0399

Institutional Unit Trust Advisers or Authorised Distributors

For more details on the list of appointed IUTAs or authorised distributors, please contact us.

HEAD OFFICE TA Investment Management Berhad

23rd Floor, Menara TA One

22 Jalan P. Ramlee 50250 Kuala Lumpur

Tel: 03-2031 6603 | Fax: 03-2031 4479

MELAKA 57A, Jalan Merdeka Business Centre Taman Melaka Raya

75000 Melaka Tel: 06-288 2687

PENANG 15-1-8, Bayan Point
Business Centre Medan Kampung Relau

11900 Pulau Pinang

Tel: 04-645 9801 | Fax: 04-611 9805

KOTA KINABALU Unit 4-1-02, 1st Floor Business Centre Block 4, Api-Api Centre

Jalan Centre Point

88000 Kota Kinabalu, Sabah

Tel: 088-268 023 | Fax: 088-248 463

KUCHING 2nd Floor, Lot 13008, SL26, Block 16, KCLD

Business Centre Gala City Commercial Centre

Jalan Tun Jugah

93350 Kuching, Sarawak

Tel: 082-265 979

MIRI Lot 1251, 1st Floor

Business Centre Centrepoint Commercial Centre (Phase 1)

Jalan Melayu

98000 Miri, Sarawak Tel: 085-430 415

IPOH 29A, Jalan Niaga Simee

Business Centre Arena Niaga Simee

31400 lpoh, Perak Tel: 05-350 0399