



# **INFORMATION MEMORANDUM**

Manager : TA Investment Management Berhad (Company No. 340588-T)

Trustee : CIMB Commerce Trustee Berhad (Company No. 313031-A)

This Information Memorandum is dated 28 June 2019

The date of constitution of the TA Global Absolute Alpha Fund is 3 May 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 15.

### Information Memorandum in respect of the TA Global Absolute Alpha Fund

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# 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.				
Base Currency	Means the base currency of the Fund, i.e. USD.				
Business Day	A day (other than Saturday, Sunday or public holiday) on which commercial banks are open for business in Malaysia and Singapore, or any other day as the Manager and the Trustee may agree in writing.				
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.				
China / Mainland China / PRC	The People's Republic of China (excluding Hong Kong, Macau and Taiwan).				
China "A" Shares	Renminbi-denominated "A" shares in mainland China-based companies that trade on Chinese stock exchanges such as the Shanghai Stock Exchange and the Shenzhen Stock Exchange.				
Class(es)	Any class of units representing similar interest in the assets of the Fund.				
Commencement Date	The next Business Day immediately following the end of the Initial Offer Period.				
Deed	The deed dated 3 May 2019 entered into between the Manager and the Trustee in respect of the Fund as may be modified from time to time.				
Eligible Market	<ul> <li>Means a market that: <ul> <li>(a) is regulated by a regulatory authority;</li> <li>(b) operates regularly;</li> <li>(c) is open to the public; and</li> <li>(d) has adequate liquidity for the purposes of the Fund.</li> </ul> </li> <li>For investment in a foreign market*, a foreign market is an eligible market where it has satisfactory requirements relating to: <ul> <li>(a) the regulation of the foreign market;</li> <li>(b) the general carrying on of business in the market with due regard to the interests of the public;</li> <li>(c) adequacy of market information;</li> <li>(d) corporate governance;</li> <li>(e) disciplining of participants for conduct inconsistent with just and equitable principles in the transaction of business, or for a contravention of, or a failure to comply with the rules of the market; and</li> <li>(f) arrangements for the unimpeded transmission of income and capital from the foreign market.</li> </ul> </li> </ul>				
EU	The European Union.				
External Investment	Fullerton Fund Management Company Ltd (UEN: 200312672W).				

Manager / Fullerton

Fund	TA Global Absolute Alpha Fund.			
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)	Means the NAV per Unit on the last Valuation Day of the previo Performance Period or the HWM for the previous Performance Perio whichever is higher. For the avoidance of doubt, the HWM at launch will the Initial Offer Price of the Fund.			
Hurdle Value	Means the minimum return that the Fund must achieve before the Manager is entitled to charge a performance fee. For the avoidance of doubt, Hurdle Value is the HWM plus 8% set at the beginning of each Performance Period.			
Initial Offer Period	21 calendar days from the Launch Date of the Fund. The Initial Offer Period may be shortened when we deem appropriate for the purpose of entering into the market to capitalise on the prevailing yields and/or market condition.			
Initial Offer Price	The price payable by an applicant for a Unit during the Initial Offer Period.			
Information Memorandum	The information memorandum in relation to the Fund.			
IUTA	Institutional Unit Trust Adviser registered with the Federation of Investment Managers Malaysia to market and distribute unit trust funds.			
Launch Date	The date on which sale of Units of the Fund may first be made and is the date of this Information Memorandum.			
LPD	31 May 2019, 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 Fund's NAV 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 Class A, MYR Class B and MYR Class C	The Classes issued by the Fund denominated in MYR with different features as set out in this Information Memorandum.			
Medium to Long Term	Means a period of at least three (3) years.			
NAV	Net Asset Value.			
NAV of the Fund	The NAV of the Fund is the value of all the Fund's assets less the value of all the Fund's liabilities at a point of valuation.			
NAV per Unit	NAV of the Fund divided by the number of Units in circulation of that Fund at the same valuation point.			
P-Notes	Means participation notes, derivative instruments linked to financial instruments which usually include equities, market indices, ETFs, interest rates, currencies, or a combination of these.			
Performance Period	Means a period of 12 months from 1 July to 30 June every year to coincide with the Fund's financial year. However, the Fund's first financial year may be more or less than 12 months, depending on when the Fund is launched.			

	The Performance Period is used to calculate and determine the performance fee which will be calculated on every Valuation Day but payable only once every 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.						
SC / Securities Commission	Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.						
SEHK	The Stock Exchange of Hong Kong Limited.						
SGD	Singapore Dollar.						
SGD Class A	The Class issued by the Fund denominated in SGD.						
Sophisticated Investor(s)	<ul> <li>Refers to: <ul> <li>An individual whose total net personal assets, or total net joint assets with his or her spouse, exceed three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence; or</li> <li>An individual who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies per annum in the preceding twelve months; or</li> <li>An individual who, jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; or</li> <li>A corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies; based on the last audited accounts; or</li> <li>A partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies; or</li> <li>A unit trust scheme or prescribed investment scheme; or</li> <li>A colosed-end fund approved by the Securities Commission; or</li> <li>A corporation that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding ten million ringgit or its equivalent in foreign currencies; or</li> <li>A corporation that is a public company under the Companies Act 2016 which is approved by the Securities Commission to be a trustee under the Act and has assets under management exceeding ten million ringgit or its equivalent in foreign currencies; or</li> <li>A statutory body established by an Act of Parliament or an enactment of any state in Malaysia; or</li> <li>A polder of a capital markets services licence or an executive director or a chief executive officer of a holder of a capital markets services licence; or a A holder of a capital markets services licence or an executive director or a chief executive officer of a holder of a capital markets services licence or an executive director or a chief executive officer of a holder of a capital markets services licence or an e</li></ul></li></ul>						

	<ul> <li>A takaful operator registered under the Islamic Financial Services Act 2013; or</li> <li>A bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010; or</li> <li>An Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010; or</li> <li>Any other investor as may be permitted by the Securities Commission from time to time and/or under the relevant guidelines.</li> </ul>
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" means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund, "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.
SSE	The Shanghai Stock Exchange.
Stock Connect	(i) Shanghai-Hong Kong Stock Connect, the mutual market access programme through which investors can deal in select securities listed on the SSE through the SEHK and clearing house in Hong Kong (Northbound trading); and (ii) the Shenzhen-Hong Kong Stock Connect, the mutual market access program through which foreign investors can deal in select securities on the SZSE through the SEHK and clearing house in Hong Kong (Northbound trading).
SZSE	The Shenzhen Stock Exchange.
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.
UK	United Kingdom.
USD	Means United States Dollar, the official currency of United States of America.
USD Class A	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 (Company No. 340588-T).

# **CORPORATE DIRECTORY**

#### Manager

Name:	TA Investment Management Berhad (Company No. 340588-T)
Registered Office:	34 <sup>th</sup> Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur
Head Office:	23 <sup>rd</sup> Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur
Telephone number: Facsimile number: Email address: Website:	03-2031 6603 03-2031 4479 investor.taim@ta.com.my www.tainvest.com.my
Trustee	
Name:	CIMB Commerce Trustee Berhad (Company No.313031-A)
Registered Address:	Level 13, Menara CIMB Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur
Telephone number: Facsimile number: Website:	03-2261 8888 03-2261 0099 www.cimb.com
Business Address:	Level 21, Menara CIMB Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur
Telephone number: Facsimile number:	03-2261 8888 03-2261 9889

# **CHAPTER 1: THE FUND**

FUND INFORMATION						
Fund Name	TA Global Abso	olute Alpha Fun	d			
Fund Profile						
Fund Category	Equity (wholesa	ale)				
Fund Type	Income and gro	owth				
Base Currency	USD					
Class(es) of Units	USD Class	А				
	SGD Class	A				
	MYR Class	; A				
	MYR Class	в				
	MYR Class	C C				
Launch Date	USD Class A	SGD Class A	MYR Class A	MYR Class B	MYR Class C	
	28 June 2019	28 June 2019	28 June 2019	28 June 2019	28 June 2019	
Initial Offer Price	USD Class A	SGD Class A	MYR Class A	MYR Class B	MYR Class C	
	USD 1.0000	SGD 1.0000	RM 1.0000	RM 1.0000	RM 1.0000	
Initial Offer Period	21 calendar d	ays from the I	aunch Date c	of the Classes	offered in this	
	Information Me	morandum. The	e Initial Offer Pe	eriod may be sh	ortened as and	
	when we deem appropriate for the purpose of entering into the market to					
	capitalise on th	e prevailing yie	lds and/or mark	et condition.		
Commencement Date	The next Business Day immediately following the end of the Initial Offer					
	Period.					
Investment Objective	The Fund aims to generate long term positive return, which include both					
	capital appreciation and income.					
	-	-	Fund's investr	nent objective	would require	
	Unit Holders' approval.					
Investment Strategy	The Fund seeks to achieve its objective by investing primarily in global					
	equities, preferred shares, stock warrants, convertibles, cash and cash					
	equivalent. The investment universe will include, but not limited to, equities					
	and equity-related securities listed on exchanges globally. The Fund invests					
	in companies which is unconstrained by geographical location, but diversified					
	across different countries with maximum 40% per country. The exposure in each country are driven mainly by bottom up fundamental research and top					
	down macro considerations as a check on overall exposure.					

	The Fund may employ financial derivative instruments for hedging and efficient portfolio management purposes.				
	Up to 35% of the Fund's NAV may be invested in China "A" Shares listed on PRC stock exchanges through the Stock Connect and/or any other means as may be permitted by the relevant regulations from time to time. The Fund may also invest in equities via other eligible access products (where the underlying assets would comprise equities defined above).				
	The investment management function of the Fund has been delegated to an external investment manager, Fullerton Fund Management Company Ltd.				
Asset Allocation	<ul> <li>A minimum of 51% of the Fund's NAV will be invested in equities and equity-related securities;</li> <li>A maximum of 49% of the Fund's NAV will be invested in cash and cash equivalent.</li> </ul>				
Principal Risk	External investment manager's risk				
Associated with the	Derivatives risk				
Fund	Currency risk				
	Country risk				
	P-Notes risk				
	Liquidity risk				
	Stock Connect risk				
	<ul> <li>Risk of investing in emerging and less developed markets</li> </ul>				
	<ul> <li>Political, regulatory and economic risk</li> </ul>				
	Market custody and settlement risk				
	Exchange rate risk				
	Currency control risk				
	<ul> <li>Risk arising from the withdrawal of UK from EU</li> </ul>				
Performance	The performance of this Fund is benchmarked against a target return of 10%				
Benchmark	per annum.				
	The benchmark of a target return of 10% per annum is to measure the				
	performance of the Fund and there is no guarantee that it will be achieved.				
Investor Profile	The Fund is suitable for Sophisticated Investors who:				
	<ul> <li>have Medium to Long Term investment horizon;</li> </ul>				
	<ul> <li>have a moderate risk tolerance; and</li> </ul>				
	seek capital appreciation.				
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:				
L	-				

#### Information Memorandum in respect of the TA Global Absolute Alpha Fund

	1.	Equities and equity-related securities 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 local and foreign 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	Th	e Fund is not subject to any investment restriction or limit.
Restrictions and Limits		

### 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 <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 of the Class 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 or				
	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	Not applicable.				
CHARGE					
SWITCHING FEE	No administration fee will be imposed for each switch.				
	However, Unit Holders will have to pay the difference in sales charge, if				
	any, when switching from a Class to any other funds managed by us.				
TRANSFER FEE	Not applicable.				
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					

### Information Memorandum in respect of the TA Global Absolute Alpha Fund

WHEN PURCHASING								
OR REDEEMING THE								
UNITS								
The table below describe	The table below describes the fees and charges indirectly incurred when you purchase or redeen							
Units of the Fund. All fees and charges quoted below are exclusive of any tax which may be imposed								
by the government or relevant authority unless otherwise specified.								
ANNUAL USD Class SGD Class MYR Class MYR Class MYR Class								
MANAGEMENT FEE	Α	Α	Α	В	С			
	1.80% of the NAV per Unit Note:	1.80% of the NAV per Unit	1.80% of the NAV per Unit	1.40% of the NAV per Unit	1.00% of the NAV per Unit			
	We may, at c	our own discre	tion, from time	e to time, cha	rge an annual			
	management	fee that is lowe	r than that stat	ed above.				
PERFORMANCE FEE	15% of the NA	V per Unit over	r and above the	e Hurdle Value				
	The Manager	will earn a 15%	performance	fee on the app	reciation in the			
	NAV per Unit	over and abov	ve the Hurdle	Value during a	a Performance			
	Period. In the interest of Unit Holders, the Manager imposes a Hurdle							
	Value which i	is the High W	ater Mark plu	is 8%, in whi	ch the Fund's			
	performance have to exceed before the Manager is eligible for a							
	performance fee.							
	Please refer to	Section 3.5 fo	r additional info	ormation on pe	rformance fee.			
ANNUAL TRUSTEE	Up to 0.04% p	er annum of the	e NAV of the F	und, subject to	a minimum of			
FEE	RM12,000 per	annum (exclud	ling foreign cu	stodian fees ar	nd charges).			
OTHER EXPENSES	Only the expenses (or part thereof) which are directly related and							
RELATED TO THE	necessary to the operation and administration of the Fund or each Class							
FUND	may be charged to the Fund or each Class. These would include (but are							
	not limited to) the following:							
	deali		stments of the	Fund, shown of	rs in effecting on the contract ts;			
	<ul> <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> </ul>							
	(iii) taxes and other duties charged on the Fund by the and/or other authorities if any and bank fees;							
	(iv) costs, fees and expenses properly incurred by the auditor;							
	<ul> <li>(v) remuneration and out of pocket expenses of the independent members of the investment committee and/or advisers (if any) of the Fund, unless the Manager decides to bear the same;</li> </ul>							
	<ul> <li>(vi) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;</li> </ul>							

(vii)	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;
(viii)	costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager or the Trustee;
(ix)	costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealings of assets of the Fund;
(x)	costs, fees and expenses incurred in engaging any specialists approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
(xi)	costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
(xii)	costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
(xiii)	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;
(xiv)	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);
(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; and
(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.

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

TRANSACTION INFORMATION									
Minimum Initial Investment         USD         SGD         MYR         MYR									
	Class A Class A Class A Class B Class C								
	USD	SGD	RM	RM5	RM20	1			
	50,000	50,000	200,000	million	million				
	or such other lower amount as we may decide from time to time.								

### Information Memorandum in respect of the TA Global Absolute Alpha Fund

Minimum Additional	USD	SGD Class	MYR	MYR	MYR			
Investment	Class A	Α	Class A	Class B	Class C			
	USD 10,000	SGD 10,000	RM 10,000	RM 10,000	RM 10,000			
			nt as we may		,			
Minimum Redemption	USD	SGD	MYR	MYR	MYR			
·····	Class A	Class A	Class A	Class B	Class C			
	10,000	10,000	10,000	10,000	10,000			
	Units	Units r lesser numb	Units	Units	Units ide from time to			
	time.			s we may acc				
					of Units in their			
					nit Holders. The Units if his Units			
					ass and we will			
			eds to the Uni					
Minimum Transfer of Units	USD	SGD	MYR	MYR	MYR			
	Class A	Class A	Class A	Class B	Class C			
	10,000	10,000	10,000	10,000	10,000			
	Units	Units	Units	Units	Units ide from time to			
	time.			we may dec				
Minimum Holding of Units	USD Class A	SGD Class A	MYR Class A	MYR Class B	MYR Class C			
	10,000	10,000	10,000	10,000	10,000			
	Units	Units	Units	Units	Units			
	or such othei time.	r lesser numb	per of Units as	s we may dec	ide from time to			
Frequency of Redemption	I nere is no re	estriction on t	he frequency	of redemption	1.			
	Redemption	requests mus	t be received	by us before 4	4.00p.m. on any			
	Business Day	y. Redemptio	n requests that	at are receive	d after 4.00p.m.			
	will only be p	rocessed on	the next Busir	ness Day.				
Redemption Payment	Generally, U	nit Holders m	ay receive the	e redemption	proceeds within			
Period	ten (10) Busi	ness Days fro	om the date th	e Manager is	in receipt of the			
	redemption for	orm. Howeve	r, for a withdr	awal amount	exceeding 10%			
	of the total N	IAV, the Mar	nager may ex	tend to fifteer	n (15) Business			
	Days to pay	the redemp	otion proceed	s to the Uni	t Holders. Unit			
			•		charges, if any.			
Switching Facility								
	-				nd and between			
		-	-		class of units),			
	which are de	nominated in	the same cur	rency.				
	The minimun	n switch qua	ntity is 10,000	) Units and is	s subject to the			
	minimum hole	ding and mini	mum initial or	additional inve	estment amount			
	of the respec	tive Classes.						
l								

	(a) for quitching out of the Older
	(a) for switching out of the Class
	<ul> <li>the minimum redemption amounts applicable to the Class that you intend to switch out;</li> </ul>
	<ul> <li>the minimum balance required (after the switch) for</li> </ul>
	the Class that you intend to switch out, unless you
	are redeeming from the Class in entirely.
	(b) for switching into a Class
	• 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 switching
	amount from time to time.
	We will process your switching transaction once a complete switching
	request form is received by us before 4.00p.m. on any Business Day.
	Any switching request received by us after 4.00p.m. will only be
	processed on the next Business Day.
	Currently, there is no restriction on the frequency of switches.
	However, we have the discretion to allow or reject any switching into
	(or out of) the Fund or Class, either generally (for all investors) or
	specifically (for any particular investor or a group of investors).
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
	balance of each Class or such other lesser Units as we may from time
	to time decide, and be subject to any other terms and conditions
	which may be applicable to the Fund / Class.
	We may, at our absolute discretion, allow/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.
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.

	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	30 June			
Deed	The deed in respect of the Fund dated 3 May 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 (Company No.313031-A)			
Establishment of other	The Fund is established as a multi-class fund where the Deed allows			
classes	for the establishment of other Classes with similar interests in the			
	assets of the Fund. Hence, the Manager may offer additional			
	Class(es) from time to time at its absolute discretion by way of a			
	supplementary or replacement information memorandum without			
	prior consent from Unit Holders provided that the issuance of other			
	Classes shall not in the opinion of the Manager prejudice the rights			
	of the Unit Holder of the current available Classes.			
	Under the Deed, Unit Holders of each Class have the same rights and obligations. Each Class may be different in terms of fees and charges and hence, will have its respective NAV per Unit, taking into account the aforementioned features. Although the Fund has multiple Classes, you should note that the assets of the Fund are pooled for investment purpose. Currently, the Fund has five (5) Classes offered for sale, i.e. USD			
	Class A, SGD Class A, MYR Class A, MYR Class B and MYR Class			
	C.			

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 unit trust 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) External Investment Manager's Risk

The investments of Fund are managed by the External Investment Manager, 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 consistent with the objective of the Fund.

#### b) Derivatives Risk

The Fund may use financial derivative instruments and these investments carry their own specific risks. Certain investments may be subject to greater volatility, counterparty risks and higher degree of risks. Further, futures transactions may be "leveraged" or "geared".

#### c) 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 underlying investments (other than in USD) 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.

#### d) Country Risk

Investments of the Fund in foreign markets may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of the countries in which the Fund invests in. This may impact on the prices of the Fund's investment in those countries and consequently may also adversely affect the Fund's NAV.

#### e) P-Notes Risk

Investment indirectly through P-Notes are subject to counterparty and default risks. They may also be illiquid and costly.

#### f) 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.

#### g) Stock Connect Risk

The Fund may be investing in China "A" Shares via the Stock Connect which may entail additional clearing and settlement, regulatory, operational and counterparty risks.

#### h) Risk of Investing in Emerging and Less Developed Markets

The legal, judicial and regulatory infrastructure of such markets is still developing and there is much legal uncertainty.

#### i) Political, Regulatory and Economic Risk

Economic and/or political instability could lead to legal, fiscal and regulatory changes. Taxes or exchange controls can be imposed suddenly. Assets could be compulsorily re-acquired without adequate compensation. Inflation and deflation may result in a decline in the value of the Fund's portfolio.

Tax law and practice in certain countries is not clearly established. Additional taxation that is not anticipated when investments are made, valued or disposed of may be imposed.

#### j) Market Custody and Settlement Risk

Securities markets in some countries lack the liquidity, efficiency and regulatory controls of more developed markets. Provisions for custody and legal/beneficial interests and settlement procedures may be less developed than more mature markets. Depositary bank and sub-custodians may default. The Fund may be affected by inability to repatriate income, capital or sale proceeds.

#### k) Exchange Rate Risk

The Fund's investments may be denominated in different currencies and affected by exchange rate fluctuations.

#### I) Currency Control Risk

Certain currencies are not freely convertible and are subject to foreign exchange control policies and repatriation restrictions. The Fund's investments may also be affected by changes in currency and exchange control policies and regulations.

#### m) Risk Arising from the Withdrawal of UK from EU

The withdrawal of UK from EU is likely to lead to an ongoing political and economic uncertainty and periods of exacerbated volatility in the UK and the European and global markets. This may have an adverse effect on the economy generally and on the ability of the Fund to execute its strategy and to generate attractive returns. Currency volatility and the potential downgrading of the UK's sovereign credit rating, may also have an impact on performance.

#### 2.3 **RISK MITIGATION**

The External Investment Manager has an integrated risk management framework.

#### a) Risk Oversight

The risk and compliance teams report directly to the chief executive officer of the External Investment Manager and the Audit & Risk Committee ("ARC"), a board-level committee overseen by Fullerton's board of directors. The ARC exercises oversight of the audit, risk management and compliance matters within Fullerton. The ARC also reviews internal and external audit reports, as well as findings from the regulators, to ensure that deficiencies are promptly dealt with and acted upon.

Apart from the ARC, which is a board-level committee, Fullerton has established a Risk and Compliance Committee ("RCC"), a governing committee, to further enhance the firm's governance structure. The RCC comprises the chief executive officer, chief investment officer, chief operating officer, head of risk, head of compliance, as well as the compliance and risk officers from Fullerton's overseas offices.

The RCC is responsible for setting and reviewing the risk management and compliance framework, policies and procedures, for reviewing issues arising from risk management and compliance monitoring undertaken, and for the oversight of the risk management and compliance framework generally.

#### b) Risk Management Reports

Exception reports are generated and reviewed on a daily basis to identify potential breaches of investment restrictions and limits in a timely manner. Post-trade monitoring is performed via the review of the daily exception report generated from the system.

Fullerton has adopted a Value-at-Risk ("VaR") / Tracking Error ("TE") framework for assessing the different portfolio risks. Daily VaR / TE reports (where applicable) are produced using position data from our back-office system.

The risk team within Fullerton undertakes the role of providing risk oversight for the business. The team develops, implements and maintains the risk management framework.

Specifically, the risk team's responsibilities are to:

- Provide independent risk oversight of Fullerton's activities.
- Facilitate the development and documentation of risk policies, guidelines, limits and ensure sufficient controls are in place to mitigate the risks within the business.
- Ensure policies are applied consistently throughout the firm.
- Provide senior management with regular risk reports to highlight potential risk issues and mitigating measures.

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 COMPUTING 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 of a Class 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 income, expenses, indirect fees and/or charges for 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.

	Fund (USD)	USD Class A (USD)	SGD Class A (USD)	MYR Class A (USD)	MYR Class B (USD)	MYR Class C (USD)
Net Asset Value BF	38,093,348.14	802,010.35	2,733,571.11	12,256,680.71	14,950,580.47	7,350,505.50
Multi Class Ratio (MCR) %		2.10538162	7.17598017	32.17538313	39.24722084	19.29603424
Gains, Income and Expenses	195,922.51	4,124.92	14,059.36	63,038.81	76,894.14	37,805.27
Class Gains/Loss	-	-	-	-	-	-
Class Rounding Adjustment	-	-	-	0.01	-	-
Creation of Units	1,124,176.18	150,000.00	244,604.20	729,571.98	-	-
Gross Asset Value Before Fee	39,413,446.83	956,135.27	2,992,234.67	13,049,291.51	15,027,474.61	7,388,310.77
Management Fee	(1,617.06)	(47.15)	(147.56)	(643.53)	(576.40)	(202.42)
Trustee Fee	(43.19)	(1.05)	(3.28)	(14.30)	(16.47)	(8.10)
Net Asset Value	39,411,786.58	956,087.07	2,992,083.83	13,048,633.68	15,026,881.75	7,388,100.25
Units in Circulation		900,000.00	3,800,000.00	50,000,000.00	57,000,000.00	27,850,000
Exchange Rate		1.0000	1.3530	4.1120	4.1120	4.1120
NAV Per Unit in Fund Currency		1.0623	0.7874	0.2610	0.2636	0.2653
NAV Per Unit in Class Currency		1.0623	1.0653	1.0731	1.0840	1.0908
Performance fee (PF)	(19,289.15)	-	-	-	(8,317.12)	(10,972.03)
Net Asset Value After Performance fee	39,392,497.43				- · · •	
NAV Per Unit in Fund Currency After PF		1.0623	0.7874	0.2610	0.2635	0.2649
NAV Per Unit in Class Currency After PF		1.0623	1.0653	1.0731	1.0834	1.0892

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

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 buying price of Units are fixed at the Initial Offer Price during the Initial Offer Period. After the Initial Offer Period, the selling price and buying price will be the NAV per Unit of the Fund.

The daily NAV per Unit of the Fund 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.

#### Policy on rounding adjustment

In calculating your investments with us, the NAV per Unit of the Fund 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 A	SGD Class A	MYR Class A	MYR Class B	MYR Class C		
	USD 50,000	SGD 50,000	RM 200,000	RM5 million	RM20 million		
	or such other lower amount as we may decide from time to time.						
Minimum Additional	USD Class	SGD Class	MYR Class	MYR Class	MYR Class		
Investment	Α	A	Α	В	С		
	USD 10,000	SGD 10,000	RM 10,000	RM 10,000	RM 10,000		
	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, which accompany 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 dependent upon 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 Class A, MYR Class B and MYR Class C are required to have a foreign currency account with any financial institution as all transactions relating to the particular foreign currency 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 also 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 <u>www.tainvest.com.my</u> or from our offices 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 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. However, for a withdrawal amount exceeding 10% of the total NAV, the Manager may extend to fifteen (15) Business Days to pay the redemption proceeds to the Unit Holders. Unit Holders will have to bear the applicable bank fees and charges, if any. 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 by default made payable to the principal applicant, unless there is a request by the principal applicant that the proceeds be made payable to the joint applicant.

#### 3.5 ADDITIONAL INFORMATION ON PERFORMANCE FEE

The Manager will earn a 15% performance fee on the appreciation in the NAV per Unit of the respective Classes 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%, in which the Fund's performance have to exceed before the Manager is eligible for a performance fee.

Please find the illustrations below, in USD term for USD Class A.

#### 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 1<sup>st</sup> 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, if the NAV per Unit on the last Valuation Day of the 1<sup>st</sup> Performance Period is USD1.08, which is higher than the HWM for the previous Performance Period i.e: USD1.00, hence the HWM for 2<sup>nd</sup> Performance Period will be USD1.08. However, if the NAV per Unit on the last Valuation Day of the 1<sup>st</sup> Performance Period is USD0.99, which is lower than the HWM for the previous Performance Period i.e: USD1.00, hence the HWM for 2<sup>nd</sup> Performance Period will be USD1.09, which is lower than the HWM for the previous Performance Period i.e: USD1.00, hence the HWM for 2<sup>nd</sup> Performance Period will be USD1.00.

Hurdle Value is calculated by adding 8% to the HWM. HWM will be reset on every beginning of the 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. HWM will remain the same for the HWM for the previous Performance Period. HWM will remain the same for the HWM for the previous Performance Period is lower than the HWM for the previous Performance Period. For example, in year 1, the HWM is USD1.00. The Hurdle Value is therefore USD1.08 (USD1.00 x 1.08). If the HWM for 2<sup>nd</sup> Performance Period is USD1.08, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.064 (USD1.08 x 1.08). However, if the HWM for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is USD1.00, the Hurdle Value for 2<sup>nd</sup> Performance Period is Value for 2<sup>nd</sup> Performance Peri

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

Performance Period	USD Class A	SGD Class A	MYR Class A	MYR Class B	MYR Class C
NAV per Unit at beginning of Year 1= HWM for 1 <sup>st</sup> Performance Period / Initial Offer Price	USD1.0000	SGD1.0000	RM1.0000	RM1.0000	RM1.0000
Hurdle Value for 1 <sup>st</sup> Performance Period	USD1.0800	SGD1.0800	RM1.0800	RM1.0800	RM1.0800
NAV per Unit on the last Valuation Day of the 1 <sup>st</sup> Performance Period		SGD1.0500	RM1.0900	RM1.0900	RM1.0900
Eligible for performance fee	No	No	Yes	Yes	Yes

Table 1:

#### Information Memorandum in respect of the TA Global Absolute Alpha Fund

HWM for 2 <sup>nd</sup> Performance	USD1.0800	SGD1.0500	RM1.0900	RM1.0900	RM1.0900
PeriodHurdleValuefor2ndPerformance	USD1.1664	SGD1.1340	RM1.1772	RM1.1772	RM1.1772
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):

<u>Table 2:</u>	Table 2:								
Performance Period	HWM (USD)	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</a>				
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				

#### 1<sup>st</sup> Performance Period (Year 1)

The HWM for the 1<sup>st</sup> Performance Period is USD1.0000, which is the Initial Offer Price. The Hurdle Value is USD1.0000 plus 8% growth which is USD1.0800.

Based on Table 2 above, the NAV per Unit on the last Valuation Day of the 1<sup>st</sup> Performance Period is USD1.1050 which is **higher** than the Hurdle Value of USD1.0800. Thus, the Manager is **entitled** to earn a performance fee.

#### 2<sup>nd</sup> Performance Period (Year 2)

The HWM for 2<sup>nd</sup> Performance Period will be USD1.1050 as it is higher than the HWM for the previous Performance Period. The Hurdle Value is USD1.1050 plus 8% growth which is USD1.1934.

Based on Table 2 above, the NAV per Unit on the last Valuation Day of the 2<sup>nd</sup> Performance Period is USD1.0900, which is **lower** than the Hurdle Value of USD1.1934. Thus, the Manager is **not entitled** to charge a performance fee.

#### 3rd Performance Period (Year 3)

The HWM for 3<sup>rd</sup> Performance Period will be USD1.1050 as it is higher than the NAV per Unit on the last Valuation Day of the previous Performance Period. The Hurdle Value is USD1.1050 plus 8% growth which is USD1.1934.

Based on Table 2 above, the NAV per Unit as at the last Valuation Day of the 3<sup>rd</sup> Performance Period is USD1.1500, which is **lower** than the Hurdle Value of USD1.1934. Thus, the Manager is **not entitled** to charge a performance fee.

#### 4<sup>th</sup> Performance Period (Year 4)

The HWM for 4<sup>th</sup> Performance Period will be USD1.1500 as it is higher than the HWM for the previous Performance Period. The Hurdle Value is USD1.1500 plus 8% growth which is USD1.2420.

Based on Table 2 above, the NAV per Unit as at the last Valuation Day of the 4<sup>th</sup> Performance Period is USD1.2600, which is **higher** than the Hurdle Value of USD1.2420. 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

Table 3:						
Day	Unit in Circulation (UIC)	High Water Mark (HWM) (USD)	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 15% x UIC] (USD)
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	1.0919	105,000.00
4	50,000,000	1.0000	1.0800	1.0700	1.0700	-
5	50,000,000	1.0000	1.0800	1.0850	1.0843	37,500.00
6	50,000,000	1.0000	1.0800	1.1000	1.0970	150,000.00
7	50,000,000	1.0000	1.0800	1.0920	1.0902	90,000.00
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	1.0953	135,000.00
12	50,000,000	1.0000	1.0800	1.1200	1.1140	300,000.00
$\downarrow$						
365	50,000,000	1.0000	1.0800	1.1050	1.1013	187,500.00

Based on Table 3 above, the HWM for the Performance Period is USD1.0000 which is the NAV per Unit on the Day 1 and hence, the Hurdle Value is USD1.0800. Let us assume that on the Day 3, the NAV per Unit (before performance fee) is USD1.0940, which is higher than the Hurdle Value of USD1.0800, the Manager is entitled to earn a performance fee, calculated as follows:

Performance fee = [NAV per Unit (before performance fee) – Hurdle Value] x 15% x total number of

- Units in circulation of the Fund
  - = [USD1.0940 USD1.0800] x 15% x 50,000,000 Units
  - = USD0.0021 x 50,000,000
  - = USD105,000

The performance fee (if any) will be readjusted on a daily basis. Adjustment is by reversing the daily accrued performance fee payable to the Manager. For example, on the Day 6, the accrued performance fee from the Day 5 which is USD37,500 will be reversed.

#### Information Memorandum in respect of the TA Global Absolute Alpha Fund

On the Day 365, the NAV per Unit (before performance fee) is USD1.1050, which is higher than the Hurdle Value of USD1.0800, the Manager is entitled to earn performance fee of USD0.0038 per Unit or USD187,500.

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

Day	Unit in Circulation (UIC)	•	Hurdle Value (HWM x 1.08) (a)	(before	NAV per unit (after performance fee)
3	50,000,000	1.0000	1.0800	1.0940	1.0919

Illustration is based on the Day 3 in Table 3 above:

The NAV per Unit payable by the Unit Holder would be USD1.0919.

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

Illustration is based on the Day 11 in Table 3 above:

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	= 10,000
NAV per Unit (before performance fee) @ Day 11	= USD1.0980
Performance fee	=[USD1.0980–USD1.0800]x15%x10,000 Units = USD27.00*

\* 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.

# 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	The securities will be valued at last done market price.	
exchange	However, if:	
	(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	
	appropriate technical consultation.	
Unlisted 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.	
Collective investment	Collective investment schemes which are quoted on an exchange sha	
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	
	registered by the SC.	
Derivatives	Derivatives are marked-to-market on a daily basis, where possib	
	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.	
Donacito		
Deposits	Deposits placed with financial institutions will be valued each day by	
	reference to the principal value of such investments and interest	
E	accrued thereon, if any, for the relevant period.	
Foreign exchange	Foreign exchange conversion of foreign investments for a particular	
conversion	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	
	other time as prescribed from time to time by Federation of Investment	
	Managers Malaysia or any relevant laws.	
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 by	
	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

The Fund is not expected to make distribution. However, incidental distribution may be declared whenever is appropriate. Distribution income, 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) <u>Reinvestment of Units</u>

We will create the Units based on the NAV per Unit of the Class 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 of the Fund and the denominated currency 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/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 Fund based on the NAV per Unit of the Class 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 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 listed on Bursa Malaysia, 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. Currently, TAIM manages twenty six (26) unit trust funds, of which seventeen (17) are conventional funds and nine (9) are Islamic funds. As at LPD, the fund size managed by TAIM stood at RM2.30 billion, being a combination of unit trust funds and direct mandate portfolios under its management.

#### 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

# Mr. Choo Swee Kee, CFA – Chief Investment Officer and the designated fund manager for the Fund

Mr. Choo is the Chief Investment Officer and Executive Director of TAIM. He joined TAIM in July, 2005 and has more than 25 years experience in the investment and stock markets. He leads the investment team and is responsible for implementing the investing strategy of funds and managing TAIM's portfolio. After graduation, he joined an accounting group, Coopers & Lybrand in 1987 as a senior. Between 1990 and 1999, Mr. Choo gained valuable knowledge and experience in the investment line working as analyst and fund manager in Singapore and Malaysia. Prior to joining TA Group, he was the Chief Investment Officer of KLCS Asset Management Sdn. Bhd. Mr. Choo holds a Bachelor of Business Administration from the National University of Singapore and the Chartered Financial Analyst (CFA) designation.

#### 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

#### 4.5.1 Background of Fullerton Fund Management Company Ltd

Fullerton Fund Management Company Ltd. ("Fullerton") is an Asia-based investment specialist, with capabilities across fixed income, equity, multi-asset and alternatives. The firm was incorporated in

Singapore in 2003, and is a subsidiary of Temasek Holdings (Private) Limited ("Temasek"). Fullerton has USD34.9 billion in assets under management (as of 28 February 2019).

Prior to its establishment in 2003, Fullerton's investment team operated as the internal fund management division within Temasek, a global investment company headquartered in Singapore, since 1989. Today, Fullerton's clients include central banks, sovereign wealth funds, statutory boards, government bodies, large institutions and corporations, as well as key distribution partners. Headquartered in Singapore, Fullerton also has associated offices in Shanghai, London, Tokyo and Brunei.

Fullerton has 30 years of experience in Asian financial markets, and the Company has built on its institutional heritage to provide its clients with investment solutions that are long term, research-based and conviction-led. In 2018, Fullerton's parent company and NTUC Income Insurance Co-operative Limited's ("NTUC Income") subsidiary entered into a strategic partnership, with NTUC Income appointing Fullerton as the investment manager of a portfolio of NTUC Income's assets estimated at S\$23 billion. Pursuant to the transaction, Temasek remains the majority stakeholder of Fullerton while NTUC Income becomes a minority stakeholder.

#### 4.5.2 Roles and duties of the External Investment Manager

The Manager has appointed Fullerton Fund Management Company Ltd as the external investment manager for the Fund. The External Investment Manager is to invest the investments of the Fund in accordance with the Fund's objective and its Deed, and subject to the Act, the Guidelines and any practice notes issued by the SC from time to time, as well as the internal policies and procedures of the Manager. The External Investment Manager reports to the investment committee of the Fund on a regular basis on the status of the portfolio, proposed investment strategy and other matters relating to the portfolio of the Fund. The remuneration of the External Investment Manager.

The designated fund manager for the Fullerton Fund Management Company Ltd is Ken Goh. His profile is as set out below:

#### Ken Goh, CFA Senior Vice President, Head of Equities

Ken is the Head of Equities. He is responsible for leading Fullerton's Equities team and for overseeing all equity strategies.

Ken joined Fullerton in 2017. He was previously Managing Director/Chief Executive Officer of CIMB Principal Asset Management's Singapore office. He was also concurrently Regional CIO (Singapore, Malaysia, Thailand and Indonesia) and Regional Head of Equities. Before he joined CIMB Principal in 2007, he held various senior positions in APS Asset Management, MeesPierson Private Bank, Allianz Dresdner Asset Management and Philip Capital Management. Earlier in his career, Ken worked at the Government of Singapore Investment Corporation.

Ken graduated from National University of Singapore with a First Class Honours degree in Business Administration. He is also a CFA charterholder.

#### 4.5.3 MATERIAL LITIGATION

As at LPD, the External Investment Manager 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.

Further information on the Manager, key personnel of the Manager, the board of directors' profile, investment committee, investment team and etc. 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 of the Fund, and subject to the provisions of the Deed, you have the right to:

- receive distributions of income, if any, of the Fund;
- participate in any increase in the value of the Units;
- call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- receive monthly statements, quarterly and annual reports of the Fund; and
- exercise such other rights and privileges as provided for in the Deed.

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

#### Liabilities of Unit Holders

As a Unit Holder of the Fund, and subject to the provisions of the Deed, your liabilities would be limited to the following:

- A Unit Holder would not be 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 on behalf of the Fund exceed the value of the Fund's assets.

#### 6.2 TERMINATION OF THE FUND

#### 6.2.1 Termination of the Fund

The Fund may be terminated or wound up upon the occurrence of any of the following events:

- (a) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under section 301(1) of the Act and the court has confirmed the resolution, as required under section 301(2) of the Act;
- (b) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund; and
- (c) by the Manager at any time in accordance with the relevant laws.

#### 6.2.2 Termination of a Class of Units

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.

If at a meeting of Unit Holders to terminate a Class, a Special Resolution to terminate a particular Class is passed by the Unit Holders:

- (a) the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;
- (b) the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class; and
- (c) the Trustee or the Manager shall publish a notice on the termination of that Class in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class by the auditor of the Fund. Upon the completion of the termination of that Class, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class.

#### 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), whichever is less, of all the Unit Holders of the Fund or of a particular Class, as the case may be, summon a meeting of the Unit Holders of the Fund or of that Class 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:

- (1) requiring the retirement or removal of the Manager;
- (2) requiring the retirement or removal of the Trustee;
- (3) considering the most recent financial statements of the Fund;
- (4) giving to the Trustee such directions as the meeting thinks proper; or
- (5) 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), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class.

#### 6.3.2 Unit Holders' Meeting convened by the Manager or Trustee

The Manager or the Trustee may summon a meeting of Unit Holders for any purpose whatsoever 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.

Where:

- (a) the Manager is in liquidation;
- (b) in the opinion of the Trustee, the Manager has ceased to carry on business; or

(c) in the opinion of the Trustee, the Manager has, to the prejudice of Unit Holders, failed to comply with the Deed or contravened any of the provisions of the Act,

the Trustee shall summon a Unit Holders' meeting by sending by post at least fourteen (14) days before the date of the proposed meeting a notice of the proposed meeting to each of the Unit Holders at the Unit Holder's last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder's last known address.

# **CHAPTER 7: ADDITIONAL INFORMATION**

#### 7.1 REPORTS AND UP-T0-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.

Unit Holders can also obtain up-to-date Fund information from our monthly fund fact sheets via our website at www.tainvest.com.my.

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 of the Fund.

#### 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 guarterly report for each of the Fund's financial guarter; 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).

Investors would also be able to obtain the latest information on the funds managed by us as well as market updates on our website, <u>www.tainvest.com.my</u>.

#### 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 offices of TAIM 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, <u>www.tainvest.com.my</u>. 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 evidences 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 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.

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

#### **Head Office**

TA Investment Management Berhad 23<sup>rd</sup> 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 CentreLot 1251, 1st Floor, Block 10<br/>Miri Concession Land District,<br/>Centrepoint Commercial Centre<br/>Jalan Melayu, 98000 Miri<br/>Sarawak<br/>Tel: 085-430 415<br/>Fax: 085-436 044Kota Kinabalu BusinessUnit 4-1-02, 1st Floor
- Kota Kinabalu BusinessUnit 4-1-02, 1st FloorCentreBlock 4, Api-Api CentreJalan Centre Point88000 Kota Kinabalu, SabahTel: 088-268 023Fax: 088-248 463
- Kuching<br/>CentreBusinessL204, 1st Floor<br/>Jalan Tunku Abdul Rahman<br/>93100 Kuching<br/>Sarawak<br/>Tel: 082-233 203<br/>Fax: 082-232 203
- 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

#### 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 I Fax: 03-2031 4479
Melaka Business Centre	57A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-288 2687
Penang Business Centre	15-1-8, Bayan Point Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801   Fax: 04-611 9805
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 I Fax: 088-248 463
Kuching Business Centre	L204, 1st Floor Jalan Tunku Abdul Rahman 93100 Kuching, Sarawak Tel: 082-233 203 I Fax: 082-232 203
Miri Business Centre	Lot 1251, 1st Floor, Block 10 Miri Concession Land District Centrepoint Commercial Centre Jalan Melayu 98000 Miri, Sarawak Tel: 085-430 415   Fax: 085-436 044

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