



# TA DANA INCOME PLUS



# INFORMATION MEMORANDUM

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

Trustee : CIMB Islamic Trustee Berhad (Registration Number: 198801000556 (167913-M))

This Information Memorandum is dated 15 December 2021.

The date of constitution of the TA Dana Income PLUS is 1 December 2021.

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.

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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.

TA Dana Income PLUS has been certified as Shariah compliant by the Shariah Adviser appointed for 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 US Person(s), except in a transaction which does not violate the securities laws of the United States of America. Accordingly, investors may be required to certify that they are not US Person(s) before making an investment in the Fund.

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

Investors are advised to read and understand the full personal data or information related disclosures which will be given to you together with the application form before purchasing Units of the Fund. The said disclosures consist of, but is not limited to, TA Investment Management Berhad being entitled to transfer, release or disclose from time to time any information relating to the Unit Holders to any of TA Investment Management Berhad's parent company, subsidiaries, associate companies, affiliates, delegates, service providers and/or agents (including any outsourcing agents and/or data processors) for any purpose on the basis that the recipients shall continue to maintain the confidentiality of information disclosed as required by laws, regulations or directives, regulatory agency, government body or authority, or in relation to any legal action to any court.

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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.

baitulmal Refers to the treasury of a State Islamic Religious Council.

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

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 or the banks 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 December 2021 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.

Fund TA Dana Income PLUS.

Guidelines Guidelines on Unlisted Capital Market Products under the Lodge and Launch

Framework.

Information Memorandum The information memorandum in relation to the Fund.

Initial Offer Period The period of not more than twelve (12) days from the date of this Information

Memorandum. The Manager reserves the right to shorten the Initial Offer

Period at its own discretion.

Initial Offer Price The price payable by an applicant for a Unit during the Initial Offer Period.

IUTA / Institutional UTS

Adviser

A corporation registered with the Federation of Investment Managers Malavsia and authorised to market and distribute unit trust schemes of

another party.

Last Practicable Date 31 October 2021 being the latest practicable date in respect of the

information in this Information Memorandum.

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 valuation point.

NAV per Unit The NAV of the Fund divided by the number of Units in circulation at the

same valuation point.

RAM Rating Services Berhad.

Reinvestment Date The income distribution reinvestment date shall be within three (3) Business

Days after the date of declaration of any income distribution.

RM / MYR Ringgit Malaysia, the lawful currency of Malaysia.

SAC Shariah Advisory Council.

SC / Securities Securities Commission Malaysia established under the Securities

Commission Malaysia Act 1993.

Shariah Islamic law comprising the whole body of rulings pertaining to human

conducts derived from sources of the Shariah namely the *Qur'an* (the holy book of Islam) and *Sunnah* (practices and explanations rendered by the Prophet Muhammad (*pbuh*)) and other sources of Shariah such as *Ijtihad* (exertion of individual efforts to determine the true ruling of the divine law on

matters whose revelations are not explicit) of Shariah scholars.

Shariah Adviser BIMB Securities Sdn Bhd (Registration Number: 199401004484 (290163-

X)).

Shariah requirements The rulings, guidelines and resolutions made by the SAC of the SC or the

advice given by the Shariah Adviser.

Shariah Supervisory Independent supervisory or advisory bodies of specialized jurists in Figh al-

mua'malat (Islamic commercial jurisprudence).

Sophisticated Investor(s)

Boards

Refers to any person who:

(a) falls within any of the categories of investors set out in Part I,

Schedule 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 <a href="https://www.tainvest.com.my">www.tainvest.com.my</a> for the current excerpts of Part 1, Schedules 6 and 7

of the Act.

Special Resolution A resolution passed by a majority of not less than three-fourths (3/4) of the

Unit Holders voting at a meeting of Unit Holders.

For the purpose of terminating or winding up the Fund, a Special Resolution is passed by a majority in number representing at least three-fourths (3/4) of

the value of the Units held by Unit Holders voting at the meeting.

Sukuk Certificates of equal value which evidence undivided ownership or

investment in the assets using Shariah principles and concepts endorsed by the SAC of the SC or any relevant Shariah Supervisory Boards and/or the

Shariah Adviser.

Trustee CIMB Islamic Trustee Berhad (Registration Number: 198801000556

(167913-M)).

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) / Sophisticated Investor(s) registered for the time being as the holder or

investor(s) / you holders of Units of the Fund including persons jointly registered.

Valuation Day A Business Day on which the price of the Fund is calculated.

We / our / us / the TA Investment Management Berhad (Registration Number: 199501011387

Manager / TAIM (340588-T)).

# **CORPORATE DIRECTORY**

#### Manager

Name: TA Investment Management Berhad (Registration Number: 199501011387

(340588-T))

Registered Address: 34th Floor, Menara TA One

22 Jalan P. Ramlee 50250 Kuala Lumpur

Head Office / Business

Address:

23<sup>rd</sup> Floor, Menara TA One 22 Jalan P. Ramlee

50250 Kuala Lumpur

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

Email address: <a href="mailto:investor.taim@ta.com.my">investor.taim@ta.com.my</a>
Website: <a href="mailto:www.tainvest.com.my">www.tainvest.com.my</a>

#### **Trustee**

Name: CIMB Islamic Trustee Berhad (Registration Number: 198801000556

(167913-M))

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

# **Shariah Adviser**

Name: BIMB Securities Sdn Bhd (Registration Number: 199401004484 (290163-X))

Registered & Business

Address:

Level 32, Menara Multi Purpose

Capital Square

No. 8, Jalan Munshi Abdullah 50100 Kuala Lumpur

Telephone number: 03-2613 1600 Facsimile number: 03-2613 1799

Email address: <a href="mailto:shariah@bimbsec.com.my">shariah@bimbsec.com.my</a>
Website: <a href="mailto:swww.bimbsec.com.my">www.bimbsec.com.my</a>

# **CHAPTER 1: THE FUND**

FUND INFORMATION				
Fund Name	TA Dana Income PLUS			
Fund Profile     Fund Category     Fund Type	Fixed Income (Shariah-compliant) Income			
Base Currency	Ringgit Malaysia			
Launch Date	15 December 2021			
Initial Offer Price	RM1.0000			
Initial Offer Period	Twelve (12) days from the Launch Date of the Fund.			
	The Initial Offer Period may be shortened when we deem appropriate to enter the market to capitalize on the prevailing yields and/or market condition.			
	The Fund may create new Classes without having to seek Unit Holders' prior approval. You will be notified of the issuance of the new Classes by way of a written and the prospective investors will be notified of the same by way of a supplementary/replacement information memorandum.			
Commencement Date	The next Business Day immediately following the end of the Initial Offer Period.			
Investment Objective	The Fund aims to provide regular income by investing in Islamic fixed income instruments including Islamic money market instruments.			
	Any material change to the Fund's investment objective would require Unit Holders' approval.			
Investment Strategy	The Fund seeks to achieve its investment objective by investing primarily in Islamic fixed income instruments including Islamic money market instruments with shorter-term maturity (i.e. not more than 3 years). The Manager may also invest in Islamic fixed income instruments including Islamic money market instruments with longer-term maturity (i.e. more than 3 years). The Manager will decide on the asset allocation of the Fund based on economic growth, interest rate trends, market liquidity conditions and market opportunities. For example, the Manager may seize the opportunity to hold more of the investments with longer-term maturity in order to obtain higher yield.			
	On the selection of rated Islamic fixed income securities, the Manager will only invest in investments with a minimum long-term / short-term credit rating rated "A" or "P2" by RAM Ratings or an equivalent domestic or global rating agency. If the credit rating of the instruments falls below the minimum rating, the Manager shall have full discretion to decide whether to hold or to dispose			

	the instruments, but should not increase its holdings in such Islamic fixed income instruments.
	The Fund may also invest in unrated Islamic fixed income instruments if the Manager is convinced that such unrated Islamic fixed income securities is not expected to contribute significantly to the volatility of the Fund's NAV per Unit. In this instance, the Manager will carry out an internal credit selection process before such issuances are included into the Fund's portfolio to mitigate credit and default risk.
	For efficiency and diversification purposes, the Fund may invest in Islamic collective investment scheme(s) to gain exposure in Islamic fixed income securities, and may have exposure in Islamic financial derivatives instruments for hedging purpose.
	The Fund may take temporary defensive positions that may be inconsistent with the Fund's strategy in attempting to respond to adverse economic, political or any other market conditions. In such circumstances, the Fund may temporarily hold up to 100% of the Fund's assets in cash which may be inconsistent with the Fund's investment objective and asset allocation strategy as a defensive strategy.
	The Fund is actively managed. However, the frequency of its trading activities will depend on market opportunities and our assessment of the market.
Asset Allocation	<ul> <li>A minimum of 90% of the Fund's NAV in Islamic fixed income instruments including Islamic money market instruments;</li> <li>A maximum of 10% of the Fund's NAV in cash.</li> </ul>
Principal Risk Associated with the Fund	<ul> <li>Interest Rate Risk</li> <li>Credit and Default Risk</li> <li>Shariah Non-Compliance Risk</li> <li>Liquidity Risk</li> <li>Islamic Derivative Instruments Risk</li> <li>Concentration Risk</li> <li>Shariah Status Reclassification Risk</li> <li>Islamic Collective Investment Scheme Risk</li> </ul>
Performance Benchmark	Maybank 1-month General Investment Account-i (GIA-i) rate.  The risk profile of this Fund is different from the risk profile of the benchmark.  There is no guarantee that the Fund will outperform the benchmark.
Investor Profile	The Fund is suitable for Sophisticated Investors who:  • want to seek regular income stream and capital stability*; and  • have shorter-term investment horizon of less than 3 years.  * The Fund is not a capital guaranteed fund or a capital protected fund.
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:		
Islamic deposits, Islamic certificates of deposits, placements	ent of money at	
call and Islamic money market instruments with lice	•	
institutions by the Bank Negara Malaysia;	ilised ilitariciai	
2. Islamic fixed income instruments / sukuk;	<i>t</i> :	
<ol> <li>government investment issues and any other Islamic instruments issued or guaranteed by the Government of</li> </ol>		
4. units and/or shares in Islamic collective investment scher	mes;	
5. Islamic financial derivatives instruments, including but	not limited to	
Islamic options, Islamic futures contracts, Islamic forw	vard contracts,	
Islamic profit rate swaps and Islamic swaps with lice	ensed financial	
institutions, for hedging purposes; and		
6. any other form of Shariah-compliant investments as may	be determined	
by the Manager from time to time and in accordance		
objective.		
Provided always that the permitted investments as set out ab	ove shall at all	
times conform with Shariah requirements.		
<b>Investment</b> The 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	No sales charge will be imposed for each subscription.			
REDEMPTION CHARGE	No redemption charge will be imposed for each redemption.			
SWITCHING FEE	No switching fee will be imposed for each switch.  Note: However, Unit Holders will have to pay the difference in sales charge, if any, when switching from the Fund to any other funds managed by us. No sales charge difference will be charged if the fund to be switched into has a lower sales charge.			
TRANSFER FEE	No transfer fee will be imposed for each transfer.			
OTHER CHARGES PAYABLE DIRECTLY BY AN INVESTOR WHEN PURCHASING OR REDEEMING THE UNITS	Any applicable bank charges and other bank fees incurred as a result of an investment or redemption will be borne by you.			
The table below describes the fees and charges indirectly incurred by you when you invest in 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	Up to 0.50% per annum of the NAV per Unit of the Fund, calculated and		
MANAGEMENT FEE			
	Note: We may, at our own discretion, from time to time, charge an annual management fee that is lower than that stated above.		
ANNUAL TRUSTEE	Up to 0.03% per annum of the NAV of the Fund (including local custodian		
FEE	fees and charges but excluding foreign custodian fees and charges).		
OTHER EXPENSES	Only the expenses (or part thereof) which are directly related and necessary		
RELATED TO THE	to the operation and administration of the Fund or each Class may be		
FUND	charged to the Fund or each Class respectively. These would include (but		
	are not limited to) the following:		
	<ul> <li>(i) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes (if any);</li> </ul>		
	(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;		
	(iii) taxes and other duties charged on the Fund by the government		
	and/or other authorities;		
	(iv) costs, fees and expenses properly incurred by the auditor of the Fund;		
	(v) costs, fees and expenses incurred for the valuation of any		
	investment of the Fund by independent valuers for the benefit of		
	the Fund;		
	(vi) costs, fees and expenses incurred for any modification of the Deed		
	save where such modification is for the benefit of the Manager		
	and/or the Trustee;		
	(vii) costs, fees and expenses incurred for any meeting of the Unit		
	Holders save where such meeting is convened for the benefit of the		
	Manager and/or the Trustee;		
	(viii) costs, commissions, fees and expenses of the sale, purchase,		
	takaful and any other dealing of any asset of the Fund;		
	(ix) costs, fees and expenses incurred in engaging any specialists		
	approved by the Trustee for investigating or evaluating any		
	proposed investment of the Fund;		
	(x) costs, fees and expenses incurred in engaging any adviser for the		
	benefit of the Fund;		
	(xi) costs, fees and expenses incurred in the preparation and audit of		
	the taxation, returns and accounts of the Fund;		
	(xii) costs, fees and expenses incurred in the termination of the Fund or		
	the removal of the Trustee or the Manager and the appointment of		
	a new trustee or management company;		
	(xiii) costs, fees and expenses incurred in relation to any arbitration or		
	other proceedings concerning the Fund or any asset of the Fund,		
	including proceedings against the Trustee or the Manager by the		
	other for the benefit of the Fund (save to the extent that legal costs		
	incurred for the defence of either of them are ordered by the court		
	not to be reimbursed by the Fund);		
	(xiv) costs, fees and expenses deemed by the Manager to have been		
	incurred in connection with any change or the need to comply with		
	any change or introduction of any law, regulation or requirement		
	·		

	(whether or not having the force of law) of any governmental or regulatory authority;
(xv)	all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;
(xvi)	expenses and charges incurred in connection with the printing and postage for the annual or quarterly report, tax certificates and other services associated with the administration of the Fund; and
(xvii)	any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (i) to (xvi) above.

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.

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

TRANSACTION INFORMATION				
Minimum Initial Investment	RM 1,000,000 or such other lower amount as we may decide from time to time.			
Minimum Additional Investment	RM 250,000 or such other lower amount as we may decide from time to time.			
Minimum Redemption	100,000 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 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 and we will pay the redemption proceeds to the Unit Holders.			
Minimum Transfer of Units	100,000 Units or such other lesser number of Units as we may decide from time to time.			
Minimum Holding of Units	500,000 Units or such other lesser number of Units as we may decide from time to time.			
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	1	ed on the following with references to the	
Payment	total redemption amounts received for the day:-		
Period	Total Redemption Amounts against Fund's NAV	Payment of Redemption Proceeds	
	below 10%	up to T+5 days	
	10% - 50%	up to T+10 days	
	exceeds 50%	up to T+15 days	
Switching Facility	Switching of Units can be made from one fund to another fund denominated in the same currency by completing the transaction form.		
	at the end of the Business Day, subject to Units in the Unit Holder's account. For	partial switching of Units, the minimum and is 500,000 Units or such other less	
	As this is an Islamic fund, switching to con to Muslim Unit Holders.	ventional funds is discouraged, especially	
	The Manager does not impose any switching fee, however, if the amount of sales charge of the fund that the Unit Holder intends to switch into is more than the sales charge imposed by this Fund, then the difference in the sales charge between the two (2) funds shall be borne by the Unit Holder.		
	Conversely, no sales charge by the fund will be imposed on the Unit Holder, should		
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. The minimum transfer of Units of the Fund is 100,000 Units or such other lesser number of Units as we may from time to time decide.		
	1	s must maintain the minimum holdings of per of Units as we may from time to time is and conditions which may be applicable	
	We may, at our absolute discretion, allo transfer their Units subject to such terms a from time to time.	, , ,	
	The person who is in receipt of the Units r	must be a Sophisticated Investor as well.	
Cooling-off Period	A cooling-off right is not available for the F	Fund.	
Eligibility to	The Fund is only offered for sale to Sophis	sticated Investors.	
Subscribe	Units is in fact holding Units, we shall be	Unit Holder who is not eligible to apply for a deemed to have received a redemption Business Day following the day we first bility.	

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

ADDITIONAL INFORMATION			
Distribution Policy	The Fund intends to distribute income, if any, at least once a month on a best effort basis.		
	The Manager has the right to make provisions for reserves in respect of distribution of the Fund. If the distribution available is too small or insignificant, any distribution may not be of benefit to the Unit Holders as the total cost to be incurred in any such distribution may be higher than the amount for distribution. The Manager has the discretion to decide on the amount to be distributed to the Unit Holders. The Manager also has the discretion to make income distribution on an ad-hoc basis, taking into consideration the performance of the Fund.		
Financial Year End	31 October		
Deed	The deed in respect of the Fund dated 1 December 2021 entered into between the Manager and the Trustee.		
Avenue for Advice	You may contact our Customer Service at 1-800-38-7147.		
Trustee	CIMB Islamic Trustee Berhad (Registration Number: 198801000556 (167913-M))		
Shariah Adviser	BIMB Securities Sdn Bhd (Registration Number: 199401004484 (290163-X))		

# ADDITIONAL INFORMATION IN RELATION TO ISLAMIC FUND

#### 1. Shariah Investment Guidelines

The following guidelines are adopted by the Shariah Adviser in determining the Shariah status of investments of the Fund:

- The Fund must at all times and all stages of its operation comply with Shariah requirements as resolved by the SAC of the SC or in cases where no specific rulings are made by the SAC of the SC, the decisions of the Shariah Adviser or the approved Shariah Supervisory Boards.
- The Fund must be established and operated by the Manager, and finally redeemed by the investors
  on the basis of contracts which are acceptable in Shariah. The banking facilities and short-term
  money market instruments used for the Fund have to be Shariah-compliant. Similarly, all other
  investment instruments including securities and sukuk must be Shariah-compliant.
- For Islamic money market instruments, sukuk and Islamic deposits, they shall be based on the data readily available on Bank Negara Malaysia, the SC and the financial institutions' websites respectively.

- As for investment in foreign sukuk or any foreign investment instrument, the Manager must submit
  to the Shariah Adviser all pertinent information including the memoranda and prospectuses, its
  structures, utilisation of the proceeds, Shariah contracts and Shariah pronouncements by the
  relevant Shariah advisers advising the sukuk issuance or instrument, for the Shariah Adviser to
  confirm the Shariah status of the sukuk or instrument.
- The decision of the Shariah Adviser shall be final.
- To facilitate the purchase and sale of foreign investment instrument, there may be a need to have cash placement in a conventional bank account outside Malaysia. In such circumstances, the conventional account should be non-interest bearing and the sole purpose is only to facilitate purchase and sale of foreign investment instrument. If such a non-interest bearing account is unavailable, all interests earned from using an alternative conventional account shall be cleansed annually.

# 2. Cleansing Process for the Fund

# (a) Wrong Investment

The said investment shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. In the event that the investment resulted in Shariah non-compliant income before or after the disposal of the instrument, it has to be channeled to *baitulmal* and/or charitable bodies approved by the Shariah Adviser. The Shariah Adviser advises that this cleansing process (namely, channeling of income from wrongful investment to *baitulmal* and/or charitable bodies approved by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal or withdrawal date. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

#### (b) Reclassification of Shariah Status of the Fund's Investments

This refers to the instruments which were earlier classified as Islamic fixed income instruments or Islamic money market instruments or Islamic deposits but due to certain factors such as changes in the issuers' business direction and policy or failure to carry out proper Shariah contract transactions, which render the instruments Shariah non-compliant as determined by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such fixed income instruments or money market instruments or deposits.

If on the reclassification effective date, the value of the Shariah non-compliant instruments held exceeds or is equal to the investment cost, the Fund which holds such Shariah non-compliant instruments must liquidate them. To determine the time frame to liquidate such instruments, the Shariah Adviser advises that such reclassified Shariah non-compliant instruments should be disposed of or withdrawn within one (1) calendar month of reclassification.

Any income received up to the reclassification effective date and capital gains arising from the disposal of the said reclassified Shariah non-compliant instruments made on the reclassification effective date can be kept by the Fund.

However, any income received and excess capital gain derived from the disposal after the reclassification effective date at a price that is higher than the price on the reclassification effective date shall be channeled to *baitulmal* and/or charitable bodies approved by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within two (2) calendar months from the above disposal date.

# 3. Zakat for the Fund

The Fund does not pay zakat on behalf of both Muslim individuals and Islamic legal entities who are investors of the Fund. Thus, investors are advised to pay zakat on their own.

Note: The Shariah Adviser confirms that the investment portfolio of the Fund comprises instruments which have been classified as Shariah-compliant by the SAC of the SC, and where applicable by the SAC of Bank Negara Malaysia or by the relevant Shariah Supervisory Boards. As for the instruments which have not been classified as Shariah-compliant by the SAC of the SC, and where applicable by the SAC of Bank Negara Malaysia nor by the relevant Shariah Supervisory Boards, the Shariah Adviser will review and determine the Shariah status of the said instruments.

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) Manager Risk

This risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, any non-compliance with internal policies, investment mandate, the Deed, relevant law or Guidelines due to factors such as human error or weaknesses in operational processes and systems may adversely affect the performance of the Fund.

#### c) Inflation Risk

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

# d) 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, the Manager 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. The Manager has put in place internal controls to ensure that comprehensive and timely compliance monitoring is undertaken.

# e) Loan Financing Risk

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

# f) 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. The Manager has 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, the Manager 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) Interest Rate Risk

Interest rate risk refers to the impact of interest rate changes on the valuation of Islamic fixed income instruments. When interest rates rise, prices generally decline and this may lower the market value of the Islamic fixed income instruments. The reverse may apply when interest rates fall. In order to mitigate interest rate risk, we will manage the Islamic fixed income instruments by taking into account the profit rate and time to maturity of the Islamic fixed income instruments.

The change in interest rate environment may also have implication on the profit rates offered by Islamic deposits and Islamic money market instruments. In a low interest rate environment, the Fund may have to accept the instruments that offer low profit rate. This will result in lower profit for the Fund.

The above interest rate is a general indicator that will have an impact on the management of the Fund regardless whether it is an Islamic fund or otherwise. It does not in any way suggest that the Fund will invest in conventional financial instruments. All the investments carried out for the Fund are in accordance with Shariah requirements.

# b) Credit and Default Risk

Credit risk relates to the creditworthiness of the issuers of the Islamic fixed income instruments and their expected ability to make timely payment of profit and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the Islamic fixed income instruments. In the case of rated Islamic fixed income instruments, this may lead to a credit downgrade. Default risk relates to the risk that an issuer of the Islamic fixed income instruments either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the Islamic fixed income instruments. This could adversely affect the value of the Fund. Investors are advised that despite any effort by the Manager in the selection of Islamic fixed income instruments, the Fund's investments in Islamic fixed income instruments are still subject to the credit and default risk of the issuers of the Islamic fixed income instruments. As a result of this risk, the Fund's capital is neither guaranteed nor protected.

# c) Shariah non-compliance Risk

As the Fund can only invest in Shariah-compliant instruments, the Fund may suffer losses when the Manager has to dispose any investments to rectify any Shariah non-compliance. If this occurs, the value of the Fund may be adversely affected. This risk is, however, mitigated through the appointment of Shariah Adviser, who will be responsible to ensure that the Fund is managed and administered in accordance with Shariah requirements.

#### d) Liquidity Risk

Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund will be negatively affected when it has to sell such assets at unfavourable prices.

#### e) Islamic Derivative Instruments Risk

Islamic derivatives, if any, will only be used for the purpose of hedging the Fund's portfolio from certain anticipated losses such as those resulting from unfavourable exchange rate. However, every hedge comes with a cost. In a move to mitigate the risk of uncertainty, the Fund is now exposed to the risk of opportunity loss. Once hedged, the Fund cannot take full advantage of favourable exchange rate and equity market movements. If the exposure which the Fund is hedging against makes money, the act of hedging would have typically reduced the potential returns of the Fund. On the other hand, if the exposure which the Fund is hedging against losses money, the act of hedging would have reduced the loss, if successfully hedged.

# f) Concentration Risk

Investors should be aware of the concentration risk of this Fund, as the Fund may invest primarily of its NAV in Islamic fixed income instruments including Islamic money market instruments issued by a single issuer, financial institution or development financial institution. In the event that the single issuer, financial institution or development financial institution faces any economic or financial instability that may result in the default of profit and/or principal payment, investors may be exposed to investment losses in terms of their principal invested and/or potential returns on the investment. This risk may be mitigated by selecting financial institution, development financial institution or issuer which shows financial stability and avenue for growth.

# g) Shariah Status Reclassification Risk

This risk refers to the risk of a possibility that the currently held Islamic fixed income instruments or Islamic money market instruments or Islamic deposits invested by the Fund may be declared as Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such fixed income instruments or money market instruments or deposits.

Note: Please refer to cleansing process for the Fund for details.

# h) Islamic Collective Investment Scheme Risk

This risk refers to any adverse effect on the Islamic collective investment scheme in which the Fund is investing that will impact the NAV of the Fund. For example, the Islamic collective investment scheme may underperform its benchmark due to poor market conditions and as a result, the NAV of the Fund will be adversely affected since the performance of the Fund is dependent on the performance of the Islamic collective investment scheme. While the Manager will exercise due skill and care in selecting the Islamic collective investment scheme, it does not have control over the management of the Islamic collective investment scheme and there is no guarantee that the investment objective of the Islamic collective investment scheme will be met.

#### 2.3 RISK MITIGATION

Risk management is one of the core processes in managing the Fund. It is essential to identify possible risks arising due to uncertainty and manage it accordingly with risk management strategies. The overall risk management strategies for the Fund are as follows:

- 1. monitoring market and economic conditions;
- 2. monitoring adherence to the Fund's objective;
- 3. monitoring the performance of the Fund; and
- 4. escalating and reporting investment matters to the investment committee, senior management team, audit and compliance committee and board of directors.

Islamic fixed income instruments and Islamic money market investments

- a) Ensure sufficient diversification within the portfolio of the Islamic fixed income instruments including Islamic money market instruments in terms of (but not limited to) issuers and sectors, tenures and credit rating for a sufficient dilution of portfolio concentration risk;
- b) Constant monitoring of portfolio duration and cash flows to ensure the Fund consistently meet its required liquidity; and
- c) Constant monitoring of respective markets to determine the effective asset allocations and rebalance the portfolio should the need arises.

THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH POTENTIAL 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 is the NAV of the Fund divided by the number of Units in circulation, 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 RM will be translated to RM for valuation purposes. The foreign exchange rate used for this purpose shall be the bid foreign exchange rate quoted by Bloomberg or Reuters at 4.00 p.m. United Kingdom time (which is equivalent to 11.00 p.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 by the relevant laws from time to time.

Please refer to the illustration below for the computation

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

Illustration On How NAV And NAV per Unit Fee Are Calculated			
(where the annual management fee is 0.50% and annual trustee fee is 0.03%)			
Islamic fixed income instruments (Including Islamic money market instruments)	RM	134,370,000.693200	
Islamic deposits	RM	638,537.560000	
Total assets	RM	135,008,538.253200	
Less liabilities	RM	68,398.528000	
NAV before deducting management fee and trustee fee for the day	RM	134,940,139.725200	
Less management fee for the day (0.50% per annum) [(0.50% x RM134,940,139.7252) ÷ 365 days]	RM	1,848.495065	
Less trustee fee for the day (0.03% per annum) [(0.03% x RM134,940,139.7252) ÷ 365 days]	RM	110.909704	
NAV (after deducting management fee and trustee fee)	RM	134,938,180.320431	
Units in circulation		260,000,000.00	
NAV per Unit	RM	0.518993001	
NAV per Unit (rounded to four decimal places)	RM	0.5190	

Please note that the computation set out above is for illustration purposes and excluding any payable tax

# 3.2 PRICING OF UNITS

We adopt the single pricing policy for any transaction. Under this regime, both the selling price and redemption price of Units are fixed at the Initial Offer Price during the Initial Offer Period. After the Initial Offer Period, the selling price and redemption 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 will be rounded to four (4) decimal places. Units allocated to a Unit Holder will be rounded to two (2) decimal places.

#### 3.3 SALE OF UNITS

Minimum Initial	RM 1,000,000 or such other lower amount as we may decide from time to
Investment	time.
Minimum Additional	RM 250,000 or such other lower amount as we may decide from time to
Investment	time.

The Fund is open for subscription on each Business Day.

Application of Units must be submitted by completing the account opening form, which is available at our head office and business centres. Please refer to Chapter 9, 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 proof of payment must be attached. Bank charges, where relevant, 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 proof of payment. 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 4.00 p.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 4.00 p.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.

The allocation of Units of the Fund is based on the payment received by us as illustrated below:

Payment Mode	NAV Price
Telegraphic Transfer (TT)/Rentas Transfer/Interbank Giro (GIRO)	Payment received before 4.00 p.m. on the application date.
Cheque	Cheque clearance day before 4.00p.m

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

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 A 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 AND 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 AND THE RIGHT TO HAVE THE UNIT HOLDER'S PARTICULARS APPEARING IN THE REGISTER OF UNIT HOLDERS OF THE FUND).

#### 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. The Fund's Unit prices are available on our website <a href="www.tainvest.com.my">www.tainvest.com.my</a> or from our head office or any of our business centres listed in Chapter 9, 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 4.00 p.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 4.00 p.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 based on the following with references to the total redemption amounts received by us for the day:-

Total Redemption Amounts against	Payment of Redemption Proceeds
Fund's NAV	
below 10%	up to T+5 days
10% - 50%	up to T+10 days
exceeds 50%	up to T+15 days

For avoidance of doubt, if the total redemption amounts against the Fund's NAV is below 10% of the Fund for a particular day, the redemption proceeds will be paid to you within 5 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. We reserve the right to vary the terms and conditions of redemption payment from time to time.

The NAV per Unit of the Fund is sent to the Federation of Investment Managers Malaysia (FiMM) in order for it to be published in major newspapers. The Manager will ensure the accuracy of the NAV per Unit forwarded to FiMM. The Manager, however, will not held liable for any error or omission in NAV per Unit published as this is beyond the Manager's control. In the event of any NAV per Unit discrepancy in the NAV per Unit between the newspaper and the Manager's computation, the Manager's computed NAV per Unit shall prevail.

# 3.5 BASES OF VALUATION OF THE ASSETS OF THE FUND AND VALUATION FOR THE FUND

#### 3.5.1 Bases of Valuation of the Assets of the Fund

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

The bases of valuation of the respective asset classes of the Fund are as follows:		
Investment Instruments	vestment Instruments Valuation Basis	
Islamic fixed income instruments	For RM denominated Islamic fixed income instrument, the Fund shall value the portfolios on daily basis using fair value prices quoted by a bond pricing agency (BPA) registered with the SC.	
	Other unlisted Islamic fixed income instruments will be valued based on fair value by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions.	
	In a case where we are of the view that the price quoted by BPA or the average indicative price quoted by three (3) independent and reputable financial institutions for a specific Islamic fixed income instruments differs from our view of the market price by more than twenty (20) basis points, we may use the market price of our view, provided that we record our basis for using such price, obtain the necessary internal approvals to use such price and keep an audit trail of all decisions and basis of adopting such price.	
Islamic money market	Investments in Islamic money market instruments are valued at book	
instruments	cost, meaning cost of acquisition plus accretion of discount on yield to maturity method.	
	For Islamic negotiable instruments of deposits, valuation will be done using the indicative price quoted by the financial institution that issues or provides such instruments.	
	For investments in Islamic commercial papers, valuation will be performed by reference to the price quoted by a Bond Pricing Agency ("BPA") registered by the Securities Commission. Foreign Islamic commercial papers will be valued based on fair value by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions.	
Islamic deposits	For Islamic deposits placed with financial institution, valuation will be	
	performed by reference to the principal value provided by the financial	
	institution that issues or provides such investments including profit accrued thereon for the relevant period.	
Islamic collective	Islamic collective investment schemes which are quoted on an	
investment schemes	exchange shall 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 Islamic collective investment schemes will be valued based on the last published redemption price.	
Islamic derivatives	Islamic 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 will have to be verified by the auditor of the Fund and approved by the Trustee
Any other instruments	Fair value as determined in good faith by us, on methods or bases which will have to be verified by the auditor of the Fund and approved by the Trustee.

#### 3.6 VALUATION FOR THE FUND

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

#### 3.7 DISTRIBUTION PAYMENT

The Fund intends to distribute income, if any, at least once a month on a best effort basis.

The Manager has the right to make provisions for reserves in respect of distribution of the Fund. If the distribution available is too small or insignificant, any distribution may not be of benefit to the Unit Holders as the total cost to be incurred in any such distribution may be higher than the amount for distribution. The Manager has the discretion to decide on the amount to be distributed to the Unit Holders. The Manager also has the discretion to make income distribution on an ad-hoc basis, taking into consideration the performance of the Fund.

Unit Holders may choose to receive any distribution declared in either of the following methods:

#### Reinvestment of Units

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

# 2) Cash Payment

Unit Holders should note that distribution payments, if any, will be paid into your bank account 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 RM50.00 or such amount determined by the Manager from time to time 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 on the Reinvestment Date.

#### Note:

Any change in distribution instruction must be in writing. If this is done in the last fourteen (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 and commenced operations on 1 July 1996. TA Securities Holdings Berhad, a wholly owned subsidiary of TA Enterprise Berhad, is the holding company of TAIM. TA Enterprise Berhad, an investment holding company has years of exposure and experience in investing in the Malaysian securities markets.

The principal activities of TAIM are the establishment and management of unit trust funds and portfolio clients. TAIM has more than twenty (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 COMMITTEE

#### **Main Functions of the Investment Committee**

The investment committee's main responsibility is to formulate, implement and monitor the investment management policies of the investment managers to achieve the investment objective of the Fund. The investment committee meets at least once a month or as and when the need arises.

#### 4.4 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 twenty-five (25) years of 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.

#### Mr. Lam Chee Mun, Fund Manager of TAIM

Mr. Lam Chee Mun, is the investment manager for TAIM. He holds a Bachelor of Business (BBBA) Degree from RMIT University, Australia. His responsibilities cover fixed income credit evaluation and regional equity investment research. He works closely with the investment team on fixed income, money market and equity investment of TAIM funds. He is also involved in structured products and fund of funds investment of TAIM. Prior to joining TAIM, Mr. Lam was attached to KL Unit Trust Berhad as a compliance manager for 4 years and a local stockbroking company for 6 years.

#### Ms. Jennifer Mak Fong Ching, Fund Manager of TAIM

Jennifer has 20 years of experience in the fund management and stockbroking industry. She has been with TAIM as fund manager since October 2006. Prior to joining TAIM, she was in a research and portfolio management role (for both the local and regional equities) for 6 years in SJ Asset Management Sdn Bhd. This followed 3 years of experience as an investment analyst at Deutsche Securities, specialising in the Malaysian banking, finance, insurance and stockbroking sectors. Jennifer's past experience also includes various accounting roles with JB Were & Son, one of Australia's largest stockbroking firms for 2 years (1993-1995). Besides her experience in the equity markets, she has worked in the credit recovery divisions of Asia Commercial Finance Bhd and Kwong Yik Bank Bhd, as well as with Dana harta, the national loan recovery and rehabilitation body. Jennifer was an accountant in a local property development company after securing membership with the Malaysian Institute of Certified Public Accountants (MICPA) upon completion of her professional training at Price Waterhouse (now known as Price Waterhouse Coopers). She holds a Bachelor of Accounting degree (Honours) from University of Malaya and is a Fellow of the Australian CPA.

# Mr. Wong Shyh Yik, Fund Manager of TAIM

Mr. Wong Shyh Yik, is the investment manager for TAIM. He has more than 18 years of experience in the fund management industry. Prior to joining TAIM, he was the senior investment manager of Takaful Malaysia. He also worked as an investment manager for several other asset management companies throughout his career in fund management industry. He holds a Bachelor of Business Administration from University of Oklahama, USA and a Master of Business Administration from State University of New York at Buffalo, USA. He is also a Chartered Financial Analyst (CFA) charterholder.

# 4.5 MATERIAL LITIGATION

As at Last Practicable Date, 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.

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 <a href="https://www.tainvest.com.my">www.tainvest.com.my</a>.

# **CHAPTER 5: SHARIAH ADVISER**

#### **BIMB SECURITIES SDN BHD**

BIMB Securities Sdn Bhd ("BIMB Securities") has been appointed as the Shariah adviser for the Fund. BIMB Securities will provide Shariah advisory services on the mechanism of the operations of the Fund to ensure the operations of the Fund comply with Shariah requirements.

#### 5.1 ABOUT BIMB SECURITIES SDN BHD

BIMB Securities is a stockbroking subsidiary of Bank Islam Malaysia Berhad, incorporated on 21 February 1994 and is licensed by the SC. The corporate mission of BIMB Securities is to be an active participant in a modern, innovative and dynamic Islamic capital market of Malaysia, catering for the needs of all investors, Muslims and non-Muslims, looking for Shariah-compliant investment products and services.

#### 5.2 EXPERIENCE IN SHARIAH ADVISORY SERVICES

BIMB Securities is registered with the SC to act as a Shariah adviser for Islamic products and services regulated by the SC, which include Islamic collective investment schemes. BIMB Securities is independent from the Manager and does not hold office as a member of the investment committee of the Fund or any other funds managed and administered by the Manager.

# 5.3 ROLES AND RESPONSIBILITIES OF BIMB SECURITIES AS THE SHARIAH ADVISER

As the Shariah Adviser for the Fund, the role of BIMB Securities is to ensure that the investment operations and processes of the Fund are in compliance with Shariah requirements. BIMB Securities will review the Fund's investments on a monthly basis to ensure Shariah compliance and it also reviews the quarterly and annual reports of the Fund.

Notwithstanding the role played by the Shariah Adviser, the ultimate responsibility for ensuring Shariah compliance of the Fund in all aspects of operations and processes rests solely with the Manager.

In line with the SC's Guidelines, the roles of BIMB Securities as the Shariah Adviser are:

- 1. to advise on all Shariah aspects of the Fund and Fund's operations and processes such that they are in accordance with Shariah requirements:
- 2. to provide Shariah expertise and guidance in all matters related to the Fund, particularly on the Fund's Deed and Information Memorandum, structure, investments and related operational matters:
- 3. to ensure that the Fund is managed and operated in accordance with Shariah as determined by the relevant SC regulations, guidelines and standards, particularly resolutions issued by the SAC of the SC:
- 4. to review the Fund's compliance reports as provided by the Manager's compliance officer, and investment transaction reports provided or duly approved by the Trustee, to ensure that the Fund's investments are in line with Shariah requirements:
- 5. to issue a report for inclusion in the quarterly and annual reports of the Fund stating the Shariah Adviser's opinion on the Fund's compliance with Shariah requirements in its investment, operations and processes for the financial period concerned;
- 6. to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process; and
- 7. to meet with the Manager beside on a quarterly basis, or when urgently required for review of the Fund's operations and processes.

# 5.4 PROFILE OF THE SHARIAH PERSONNEL

#### Ir. Dr. Muhamad Fuad bin Abdullah ("Dr. Muhamad Fuad")

Dr. Muhamad Fuad, the designated person in-charge of all Shariah matters in BIMB Securities.

He graduated with a Bachelor of Science Degree in Electrical Engineering in 1977 and a Master of Philosophy Degree in Electrical Engineering in 1982, both from the University of Southampton, England. He also obtained a Bachelor of Arts (Jayyid) Degree in Shariah from the University of Jordan in 1994 and a Doctor of Philosophy in Muslim Civilization from the University of Aberdeen, Scotland in 1996.

He is a registered Shariah adviser with the SC and is the chairman of the Shariah Advisory Committee of BIMB Securities effective 1 September 2021. He sits on the Shariah committees of Public Islamic Bank Berhad and AIA-Public Takaful Berhad.

He is also the non-executive chairman of Gagasan Nadi Cergas Berhad and a board member of Universiti Tun Abd Razak Sdn Bhd (UniRAZAK).

Dr. Muhamad Fuad is a recipient of the National Book Award 2015 for his book published by IKIM entitled "The Influence of Islam Upon Classical Arabic Scientific Writings: An Examination of the Extent of Their Reference to Quran, Hadith and Related Texts".

# Nurussaádah binti Nasarudin ("Nurussaádah")

**Nurussaádah** joined BIMB Securities in June 2015 as the Shariah executive and has been promoted as the head of Shariah section effective 1 May 2021. She is also the designated Shariah officer registered under the BIMB Securities' Shariah adviser registration, responsible for the Shariah advisory services offered by BIMB Securities.

Nurussaádah graduated with a Bachelor of Shariah majoring in Islamic Banking and Economics from the University of Yarmouk, Jordan.

Currently, she is responsible in providing Shariah inputs on the advisory, consultancy and research functions with regards to Islamic capital market and Islamic collective investment schemes, including but not limited to, conducting surveillance on the non-financial institution activities.

She is experienced in product development and review for Islamic capital market products specifically on Islamic stockbroking services.

# **CHAPTER 6: TRUSTEE**

#### 6.1 ABOUT CIMB ISLAMIC TRUSTEE BERHAD

CIMB Islamic Trustee Berhad was incorporated on 19 January 1988 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 Islamic collective investment schemes approved under the Capital Markets and Services Act 2007.

#### 6.2 EXPERIENCE AS TRUSTEE TO UNIT TRUST FUNDS

CIMB Islamic Trustee Berhad has been involved in unit trust industry as trustee since 1990. It acts as trustee to various unit trust funds, real estate investment trusts, wholesale funds, private retirement schemes and exchange traded funds.

#### 6.3 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, SC's guidelines and acceptable business practice within the unit trust industry;
- (c) As soon as practicable, notify the SC of any irregularity or breach of the provisions of the Deed, SC's 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 SC's 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.

# 6.4 TRUSTEE'S DELEGATE (CUSTODIAN)

CIMB Islamic Trustee Berhad has delegated its custodian function to CIMB Islamic Bank Berhad ("CIMB Islamic Bank"). CIMB Islamic Bank's ultimate holding company is CIMB Group Holdings Berhad, a listed company on Bursa Malaysia. CIMB Islamic 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 RM assets, they are held through its wholly owned nominee subsidiary "CIMB Islamic Nominees (Tempatan) Sdn Bhd". For foreign non-RM assets, CIMB Islamic 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 Islamic Bank acts only in accordance with instructions from the Trustee.

# 6.5 TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION

As at Last Practicable Date, CIMB Islamic 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 7: SALIENT TERMS OF THE DEED**

#### 7.1 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:

- (a) receive distributions, if any, from the Fund;
- (b) participate in any increase in the NAV per Unit of the Fund/ class;
- (c) call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- (d) receive guarterly and annual reports on the Fund; and
- (e) exercise such other rights and privileges as provided for in the Deed.

However, Unit Holders would not have the right to require the transfer to them any of the investments of the Fund. Neither would Unit Holders have the right to interfere with or to question the exercise by the Trustee (or by the Manager on the Trustee's behalf) of the rights of the Trustee as trustee of the investments of the Fund.

Note: Please be advised that if you invest in units through an IUTA which adopts the nominee system of ownership, you will not be considered as a unit holder under the deed and you 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 and the right to have your particulars appearing in the register of unit holders of the fund).

#### **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) A Unit Holder would not be liable for nor would a Unit Holder be required to pay any amount in addition to the payment for Units of the Fund as set out in the Information Memorandum and the Deed.
- (b) A Unit Holder would not be liable to indemnify the Trustee and/or the Manager in the event that the liabilities incurred by the Trustee and/or the Manager on behalf of the Fund exceed the NAV of the Fund.

# 7.2 TERMINATION OF THE FUND

# 7.2.1 Termination of the Fund

Pursuant to the Deed, the Fund may be terminated by the Manager with the consent of the Trustee (whose consent shall not be unreasonably withheld) by giving not less than three (3) months' notice in writing to the Unit Holders as hereinafter provided:

- If any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue this Fund; or
- If in the reasonable opinion of the Manager, it is impracticable or inadvisable to continue this Fund.

The Fund shall also be terminated by the Manager if a Special Resolution is passed at a meeting of Unit Holders to terminate or wind up the Fund.

#### 7.2.2 Introduction and/or Termination of a Class of Units

The Manager may introduce and/or terminate a particular class of Units in accordance with the relevant laws. The Manager may only introduce and/or terminate a particular class of Units if the introduction and/or termination of that class of Units do not prejudice the interests of Unit Holders of any other class of Units. For the avoidance of doubt, the introduction and/or termination of a class of Units shall not affect the continuity of any other class of Units of the Fund.

# 7.3 POWER TO CALL FOR A MEETING BY UNIT HOLDERS

# 7.3.1 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 of Units, summon a meeting of the Unit Holders of the Fund or of a particular class of Units by:

- sending by post at least seven (7) days before the date of the proposed meeting a notice
  of the proposed meeting to all the Unit Holders;
- publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national daily newspaper; and
- specifying in the notice, the place, time and terms of the resolutions to be proposed.

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

- requiring the retirement or removal of the Manager;
- requiring the retirement or removal of the Trustee;
- · considering the most recent financial statements of the Fund; or
- · giving to the Trustee such directions as the meeting thinks proper;

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

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

Where the Manager or the Trustee convenes a meeting, the notice of the time and place of the meeting and terms of resolution to be proposed shall be given to the Unit Holders by sending by post, digitally or electronically a notice of the proposed meeting at least fourteen (14) days before the date of the proposed meeting, to each Unit Holder at the Unit Holder's of the Fund or that class, as the case may be, last known address or, in the case of joint holders, to the joint holder of the Fund or that class, as the case may be, whose name stands first in our records at the joint holder's last known address.

# CHAPTER 8: ADDITIONAL INFORMATION

#### 8.1 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 <a href="www.tainvest.com.my">www.tainvest.com.my</a>. Unit Holders may also contact us during our business hours from 9.00 a.m. to 6.00 p.m. from Monday to Friday to obtain the latest NAV per Unit.

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

#### 8.2 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 number at 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 9 of this Information Memorandum.

#### AIMS@TA Investment

An online service that assists you in administering and tracking your unit trust investments more effectively and efficiently at our website <a href="https://www.tainvest.com.my">www.tainvest.com.my</a>. 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.

#### 8.3 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.

# 8.4 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.

# 8.5 UNCLAIMED INCOME DISTRIBUTION

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

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

# CHAPTER 9: 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 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, 1<sup>st</sup> Floor Block 4, Api-Api Centre Jalan Centre Point

88000 Kota Kinabalu, Sabah

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

Kuching Centre

**Business** 

L204, 1st Floor

Jalan Tunku Abdul Rahman

93100 Kuching Sarawak

Tel: 082-233 203 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

**Ipoh Business Centre** 29A, Jalan Niaga Simee,

Arena Niaga Simee,

31400 Ipoh 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 the Manager.

**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

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

11900 Pulau Pinang

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

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

Jalan Centre Point

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

L204, 1st Floor **KUCHING** 

**Business Centre** 

Tel: 082-233 203 | Fax: 082-232 203

Lot 1251, 1st Floor MIRI

Centrepoint Commercial Centre (Phase 1) **Business Centre** 

Jalan Melayu

98000 Miri, Sarawak Tel: 085-430 415

29A, Jalan Niaga Simee **IPOH** Arena Niaga Simee **Business Centre** 

31400 Ipoh, Perak Tel: 05-350 0399