

# TA GLOBAL ABSOLUTE ALPHA-i FUND

## PROSPECTUS

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

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

This Prospectus is dated 17 March 2022.

The date of constitution of the TA Global Absolute Alpha-i Fund is 28 January 2022.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. 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 11.**

**THE FUND MAY DECLARE DISTRIBUTION OUT OF CAPITAL AND THE CAPITAL OF THE FUND MAY BE ERODED. THE DISTRIBUTION IS ACHIEVED BY FORGOING THE POTENTIAL FOR FUTURE CAPITAL GROWTH AND THIS CYCLE MAY CONTINUE UNTIL ALL CAPITAL IS DEPLETED.**

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**RESPONSIBILITY STATEMENTS AND STATEMENTS OF  
DISCLAIMER**

**Responsibility Statements**

This Prospectus 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 Prospectus false or misleading.

**Statements of Disclaimer**

The Securities Commission Malaysia has authorised the TA Global Absolute Alpha-i Fund and a copy of this Prospectus has been registered with the Securities Commission Malaysia.

The authorisation of the Fund, and registration of this Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the said Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Prospectus.

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 said Fund and takes no responsibility for the contents in this Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Prospectus, 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 Prospectus that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this Prospectus or the conduct of any other person in relation to the Fund.

TA Global Absolute Alpha-i Fund has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized 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 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

## **Prospectus in respect of the TA Global Absolute Alpha-i Fund**

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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

ADRs	American Depositary Receipt(s).
AUD	Australian Dollar, the lawful currency of Australia.
AUD Hedged Class	The Class issued by the Fund denominated in AUD that aims to minimise the effect of exchange rate fluctuations between the Base Currency and AUD.
Base Currency	The base currency of the Fund, i.e. USD.
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.
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 in Kuala Lumpur are open for business.
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 SSE and the SZSE.
ChinaClear	China Securities Depository and Clearing Corporation Limited.
Class(es)	Any class of units representing similar interest in the assets of the Fund.
Commencement Date	The date on which investments of the Fund may first be made and is the date which falls on the next Business Day after the expiry of the Initial Offer Period.
Deed	The deed dated 28 January 2022 entered into between the Manager and the Trustee in respect of the Fund as may be modified or varied by a supplemental deed from time to time.
Eligible Market	An exchange, government securities market or an over-the-counter ("OTC") market:  (a) that is regulated by a regulatory authority of that jurisdiction; (b) that is open to the public or to a substantial number of market participants; and (c) on which financial instruments are regularly traded.
External Investment Manager	Fullerton Fund Management Company Ltd (UEN: 200312672W).
Fund	TA Global Absolute Alpha-i Fund.
GBP	Pound Sterling, the lawful currency of United Kingdom.
GBP Hedged Class	The Class issued by the Fund denominated in GBP that aims to minimise the effect of exchange rate fluctuations between the Base Currency and GBP.
GDRs	Global Depositary Receipt(s).



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Guidelines	The Guidelines on Unit Trust Funds issued by the Securities Commission as may be amended from time to time.
Initial Offer Period	The period of not more than twenty-one (21) days from the date of this Prospectus. 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 Malaysia and authorised to market and distribute unit trust schemes of another party.
Last Practicable Date	31 December 2021.
Liquid Assets	Cash and short term Islamic instruments such as Islamic deposits and Islamic money market instruments which can be easily converted to cash.
Medium to Long Term	A period of at least three (3) years.
MYR Class	The Class issued by the Fund denominated in RM.
MYR Hedged Class	The Class issued by the Fund denominated in RM that aims to minimise the effect of exchange rate fluctuations between the Base Currency and RM.
NAV	Net asset value.
NAV of the Class	The value of the assets of the Fund attributable to a Class less the value of the liabilities of the Fund attributable to such Class at a valuation point.
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 Class divided by the number of Units in circulation of that Class at the same valuation point.
Prospectus	This prospectus in relation to the Fund.
Reinvestment Date	The income distribution reinvestment date shall be within three (3) Business Day after the date of declaration of any income distribution.
RM / MYR	Ringgit Malaysia, the lawful currency of Malaysia.
RMB	Renminbi, the lawful currency of the PRC.
RMB Hedged Class	The Class issued by the Fund denominated in RMB that aims to minimise the effect of exchange rate fluctuations between the Base Currency and RMB.
SC / Securities Commission	The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.
SEHK	The Stock Exchange of Hong Kong Limited.
SGD	Singapore Dollar, the lawful currency of Singapore.
SGD Hedged Class	The Class issued by the Fund denominated in SGD that aims to minimise the effect of exchange rate fluctuations between the Base Currency and SGD.
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

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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	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	Amanie Advisors Sdn Bhd (Registration Number: 200501007003 (684050-H)).
Shariah requirements	The rulings, guidelines and resolutions made by the Shariah Advisory Council of the SC or the advice given by the Shariah Adviser.
Special Resolution	A resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths of the Unit Holders present and voting at the meeting in person or by proxy” means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund or a Class, “Special Resolution” means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
Shariah Supervisory Board	Refers to independent supervisory or advisory body of specialised jurists in <i>Fiqh al-mua'malat</i> (Islamic commercial jurisprudence).
SSE	The Shanghai Stock Exchange.
Stock Connects	(i) Shanghai-Hong Kong Stock Connect, the mutual market access program 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.
TAE	TA Enterprise Berhad (Registration Number: 199001003300 (194867-M)).
TASH	TA Securities Holdings Berhad (Registration Number: 197301001467 (14948-M)).
Trustee	CIMB Islamic Trustee Berhad (Registration Number: 198801000556 (167913-M)).
Unit / 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	The person or persons registered for the time being as the holder or holders of Units of the Fund including persons jointly registered.
USD	United States Dollar, the lawful currency of United States of America.
USD Class	The Class issued by the Fund denominated in USD.
Valuation Day	A Business Day on which the price of the Fund is calculated.
We / ours / us / the Manager / TAIM	TA Investment Management Berhad (Registration Number: 199501011387 (340588-T)).

## CORPORATE DIRECTORY

### Manager

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

Registered Address: 34<sup>th</sup> 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: [investor.taim@ta.com.my](mailto:investor.taim@ta.com.my)  
Website: [www.tainvest.com.my](http://www.tainvest.com.my)

### 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](http://www.cimb.com)  
Email: [ss.corptrust@cimb.com](mailto:ss.corptrust@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: Amanie Advisors Sdn. Bhd. (Registration Number: 200501007003 (684050-H))

Registered Address: Unit 11-3<sup>a</sup>, 3<sup>rd</sup> Mile Square  
No. 151, Jalan Klang Lama  
Batu 3 ½  
58100 Kuala Lumpur

Business Address: Level 13A-2,  
Menara Tokyo Marine Life  
189, Jalan Tun Razak  
50450 Kuala Lumpur

Telephone number: 03-2161 0260  
Facsimile number: 03-2161 0262  
Website: [www.amanieadvisors.com](http://www.amanieadvisors.com)  
Email: [info@amanieadvisors.com](mailto:info@amanieadvisors.com)

## CHAPTER 1: THE FUND

### 1.1 Name of the Fund

TA Global Absolute Alpha-i Fund

### 1.2 Fund Category

Equity (Shariah-compliant)

### 1.3 Fund Type

Growth

### 1.4 Base Currency

United States Dollar

### 1.5 Initial Offer Period

A period of twenty-one (21) days which is from 17 March 2022 to 6 April 2022.

The Initial Offer Period may be shortened if we deem it appropriate to enter the market to capitalize on the prevailing yields and/or market condition. This is subject to the Trustee's approval in the interest of Unit Holders.

We will inform Unit Holders on the change of Commencement Date, if the Initial Offer Period has been shortened.

### 1.6 Initial Offer Price

USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
USD0.50	RM0.50	AUD0.50	SGD0.50	GBP0.50	RM0.50	RMB0.50

**Note:**

*The Manager may offer additional Class(es) from time to time at its absolute discretion by way of a supplemental or replacement prospectus without prior consent from the Unit Holders provided that the offering of such additional Class(es) shall not in the opinion of the Manager prejudice the rights of the existing Unit Holders.*

### 1.7 Commencement Date

The next Business Day immediately following the end of the Initial Offer Period.

### 1.8 Investment Objective

The Fund aims to generate long term positive returns, which includes both capital appreciation and income, by investing primarily in global equities that are Shariah-compliant.

*Any material change to the investment objective of the Fund would require Unit Holders' approval.*

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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### 1.9 Investment Policy and Strategy

The Fund seeks to achieve its investment objective by investing primarily in global Shariah-compliant equities and Shariah-compliant equity-related securities (including Shariah-compliant ADRs, Shariah-compliant GDRs and Shariah-compliant warrants). The remaining of the Fund's NAV will be invested in Liquid Assets.

The investment universe will include, but is not limited to, Shariah-compliant equities and Shariah-compliant 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 70% of the Fund's NAV per country. The exposure in each country is driven mainly by bottom up fundamental research and top down macro considerations as a check on the overall exposure.

The Fund may employ Islamic financial derivative instruments for hedging purposes.

Up to 35% of the Fund's NAV may be invested in China "A" Shares listed on PRC stock exchange through the Stock Connects and/or any other mutual market access program as may be permitted by the relevant regulations from time to time. The Fund may also invest in Shariah-compliant equities via other eligible access products (where the underlying assets would comprise Shariah-compliant equities defined above).

The Fund may invest in Islamic collective investment schemes to access investment opportunities which are not available through direct investments in Shariah-compliant equities and Shariah-compliant equity-related securities.

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 Liquid Assets which may be inconsistent with the Fund's objective and asset allocation strategy as a defensive strategy.

The investment management function of the Fund has been delegated to an external investment manager, Fullerton Fund Management Company Ltd.

### 1.10 Asset Allocation

- Minimum of 60% to 98% of the Fund's NAV in Shariah-compliant equities and Shariah-compliant equity-related securities; and
- At least 2% of the Fund's NAV in Liquid Assets.

### 1.11 Performance Benchmark

The performance of the Fund cannot be compared directly with any specific publicly available benchmark. However, the Fund has a target return of 8% per annum.

Note:

- This is not a guaranteed return and is only a measurement of the Fund's performance. The Fund may not achieve the target return in a particular financial year but targets to achieve this over Medium to Long Term.

### 1.12 Investor's Profile

The Fund is suitable for investors who:

- have Medium to Long Term investment horizon;
- have a moderate risk tolerance; and
- seek income and capital appreciation.

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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### 1.13 Distribution Policy

Distribution is incidental and may be made from realised gains or realised income and/or out of capital.

If the realised gains or realised income is insufficient, the Manager may declare distribution out of capital.

In order for the Manager to generate the distributable income, all or parts of the fees and expenses incurred by the Fund may be charged to the capital of the Fund.

The effects of distributing income out of capital would include but are not limited to the following:

- the value of the investments in the Fund may be reduced;
- the capital of the Fund may be eroded; and
- the amount of income paid out of capital will not be available for reinvestment in additional Units in the Fund.

The distribution is achieved by forgoing the potential for future capital growth and this cycle may continue until all capital of the Fund is depleted.

As a result, the value of future returns would be diminished and there would be an impact on the future growth potential of the Fund as the available assets to grow in the future is the net of the expenses charged to the Fund.

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.

### 1.14 Mode of Distribution

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

- 1) Reinvestment of Units  
We will create the Units based on the NAV per Unit of the Class on the Reinvestment Date. There will not be any cost for reinvestment of those additional Units, i.e. no sales charge will be imposed on such transaction.
- 2) Cash Payment  
Unit Holders should note that distribution payments, if any, will be made in the respective currency of the Class(es). As such, the distribution amount may be different for each Class as a result of exchange rate movement between the Base Currency and the currency denomination of the Class(es). The distribution will be paid into your bank account (which shall be in the respective currency of the Class(es)) in our records. All the cost and expenses incurred in facilitating such distribution payments shall be borne by Unit Holders.

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

In the absence of instructions to the contrary, distribution of income from the Fund will be automatically reinvested, at no charge, into additional Units of the Class based on the NAV per Unit of that Class 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.*

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### 1.15 Permitted Investments

Unless otherwise prohibited by the relevant regulatory authorities or any relevant law and provided always that there is no inconsistency with the investment objective of the Fund, the Fund is permitted under the Deed to invest in the following:

- a) Shariah-compliant equities and Shariah-compliant equity-related securities traded in or under the rules of an Eligible Market;
- b) Shariah-compliant unlisted securities including Shariah-compliant 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;
- c) Liquid Assets;
- d) units and/or shares in local and foreign Islamic collective investment schemes;
- e) Islamic financial derivatives instruments, including but not limited to options, futures contracts, forward contracts and swaps, for hedging purposes; and
- f) any other form of Shariah-compliant investment as may be permitted by the relevant regulatory authorities from time to time and in accordance to the Fund's objective.

### 1.16 Investment Restrictions and Limits

Subject to the Guidelines, the Fund will be managed in accordance with the following investment restrictions and limits:

- (a) Shariah-compliant transferable securities and Islamic money market instruments held by the Fund must be traded or dealt in or under the rules of an Eligible Market.
- (b) The aggregate value of the Fund's investments in Shariah-compliant transferable securities that are not traded or dealt in or under the rules of an Eligible Market must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the Fund's NAV in a single issuer.
- (c) The value of the Fund's investments in Shariah-compliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.
- (d) The value of the Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV ("single issuer limit"). In determining the single issuer limit, the value of the Fund's investments in instruments in paragraph (b) issued by the same issuer must be included in the calculation.
- (e) The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV.
- (f) The counterparty of an OTC Islamic financial derivative must be a financial institution with a minimum long-term credit rating of investment grade (including gradation and subcategories) and subject to the aggregate limit in this section, the maximum exposure of the Fund to a counterparty, calculated based on:
  - (i) The exposure to a counterparty of an OTC Islamic financial derivative / Islamic financial derivative must be measured based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC Islamic financial derivative; or
  - (ii) The total exposure to a single counterparty is calculated by summing the exposure arising from all OTC Islamic financial derivative/ Islamic financial derivative transactions entered into with the same counterparty must not exceed 10% of the Fund's NAV.
- (g) The aggregate value of the Fund's investments in, or exposure to a single issuer through Shariah-compliant transferable securities, Islamic money market instruments, Islamic deposits, underlying assets of Islamic financial derivatives and counterparty exposure arising from the use of OTC Islamic financial derivatives must not exceed 25% of the Fund's NAV ("single issuer aggregate limit"). In determining the single issuer aggregate limit, the value of the Fund's investments in instruments in paragraph (b) issued by the same issuer must be included in the calculation.
- (h) The value of the Fund's investments in units/shares of any Islamic collective investment scheme must not exceed 20% of the Fund's NAV, provided that the Islamic collective investment schemes comply with the relevant requirements as stipulated in the Guidelines.
- (i) The value of the Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV ("group limit"). In determining the group limit, the value of the Fund's investments

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in instruments in paragraph (b) issued by the issuers within the same group of companies must be included in the calculation.

- (j) The single issuer limit in paragraph (d) may be raised to 35% of the Fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency.
- (k) Where the single issuer limit is increased to 35% of the Fund's NAV, the single issuer aggregate limit in paragraph (g) may be raised, subject to the group limit in paragraph (i) not exceeding 35% of the Fund's NAV.
- (l) The single financial institution limit in paragraph (e) does not apply to placements of Islamic deposits arising from:
  - (i) Subscription monies received prior to the commencement of investment by the Fund;
  - (ii) Liquidation of investments prior to the termination or maturity of the Fund, where the placement of Islamic deposits with various financial institutions would not be in the best interests of Unit Holders; or
  - (iii) Monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various financial institutions would not be in the best interest of Unit Holders.
- (m) The Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to Shariah-compliant shares must not exceed 10% of the Shariah-compliant shares or Shariah-compliant securities equivalent to Shariah-compliant shares, as the case may be, issued by a single issuer.
- (n) The Fund's investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to Islamic money market instruments that do not have a pre-determined issue size.
- (o) The Fund's investments in Islamic collective investment schemes must not exceed 25% of the units/shares in any of the Islamic collective investment scheme.

The above stated restrictions and limits shall be complied with at all times based on the most up-to-date value of the Fund's investments. The Manager shall notify the SC, within seven (7) Business Days, of any breach of investment limits and restrictions stated above with the steps taken to rectify and prevent such breach from recurring. However, any breach as a result of any-

- (a) appreciation or depreciation in value of the Fund's investments;
- (b) repurchase of Units or payment made out of the Fund;
- (c) change in capital of a corporation in which the Fund has invested in; or
- (d) downgrade in or cessation of a credit rating,

need not be reported to the SC but shall be rectified as soon as practicable within three (3) months from the date of the breach unless otherwise specified in the Guidelines. The three (3)-month period may be extended if it is in the best interest of Unit Holders and Trustee's consent is obtained. Such extension shall be subject to at least a monthly review by the Trustee.

There are no restrictions and limits imposed on securities or instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

### 1.17 Risk Factors

#### 1.17.1 General Risks of Investing in a Unit Trust Fund

While we believe that the investment policy will be effective and that investment in unit trust funds may be rewarding, you should be aware that there are risks associated with your investment in unit trust funds. Below are some of the **general risks** which you should be aware of when investing in a unit trust 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.



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### 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 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.

### 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) **Financing Risk**

This risk occurs when investors take a financing to finance their investment. The inherent risk of investing with financed money 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.

### 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.

### 1.17.2 **Specific Risks associated 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 Fund 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 to replace the External Investment Manager.

### **b) Shariah non-compliance Risk**

As the Fund can only invest in Shariah-compliant instruments, the Fund may suffer losses when the External Investment Manager has to dispose any investments of the Fund to rectify any Shariah non-compliance. If this occurs, the value of the Fund may be adversely affected. This risk is, however, is 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.

### **c) Shariah Status Reclassification Risk**

This risk refers to the risk of a possibility that the currently held Shariah-compliant equities or Shariah-compliant equity-related securities or Liquid Assets invested by the Fund may be reclassified as Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the External Investment Manager will take the necessary steps to dispose of or withdraw such equities or equity-related securities or Liquid Assets.

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

### **d) Profit Rate Risk**

Profit rate risk refers to the impact of profit rate changes on the valuation of Islamic money market instruments and Islamic deposits. When profit rates rise, Islamic money market instruments' prices generally decline and this may lower the market value of the Fund's investment in Islamic money market instruments. The reverse may apply when profit rates fall.

Profit rate fluctuations also affect the Islamic deposits' returns of the Fund. Profit rates offered by the financial institutions will fluctuate according to the overnight rate policy determined by Bank Negara Malaysia and this has direct correlation with the Fund's investment in Islamic deposits. The Fund's future reinvestment in Islamic deposits will benefit from the higher profit rate and in the event of falling profit rates, the Fund's future investment in Islamic deposits will be reinvested at lower profit rates which in turn will reduce the Fund's potential returns.

### **e) Islamic Collective Investment Scheme Risk**

This risk refers to any adverse effect on the Islamic collective investment scheme in which the Fund is investing in 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 External Investment 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.

### **f) Shariah-compliant Equity Risk**

Prices of Shariah-compliant equities may be influenced and affected by many micro and macro factors such as economic, political, market, and company-specific changes. Such changes may adversely affect the value of the Shariah-compliant equities which can go up and down. Additionally, different industries, financial markets, and securities can react differently to these changes. This may give rise to fluctuations in the Fund's value and can adversely affect the overall portfolio performance in any given period, resulting in significant losses.

### **g) Shariah-compliant Equity-Related Securities Risk**

The value of the Shariah-compliant equity-related securities depends on the value of the underlying Shariah-compliant equities of that Shariah-compliant equity-related securities. Any upward movement in the value of the underlying Shariah-compliant equities may result an upward movement of the value of the respective Shariah-compliant equity-related securities, and vice versa. Hence, the movement of the value of the Shariah-compliant equity-related securities will affect the value of the Fund. The Fund may also invest in Shariah-compliant equity-related securities such as Shariah-compliant warrant, that have an expiry date and may experience time decay, and the erosion of value accelerates as the

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instrument advances to its expiry date. If the Shariah-compliant warrant is not exercised on or before the expiry date, the Shariah-compliant warrant will have no value and negatively impact the NAV of the Fund.

Shariah-compliant ADRs and Shariah-compliant GDRs are exposed to counterparty risks in the handling of the depositary receipts, may have differing accounting regimes from underlying assets, additional regulatory scrutiny, and may face unequal voting rights or economic interests relative to underlying shares. The prices of Shariah-compliant ADRs and Shariah-compliant GDRs may diverge from the price of their underlying shares. Any adverse price movements of such Shariah-compliant ADRs and Shariah-compliant GDRs will adversely affect the Fund's NAV.

### **h) Islamic Financial Derivative Instruments (Islamic FDI) Risk**

Islamic financial 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 and equity market movements. 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 loses money, the act of hedging would have reduced the loss, if successfully hedged.

### **i) 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.

The Fund may offer Units in multiple currency Classes, which will expose the Unit Holder to currency risk in respect to the currency of Units of a Class other than the Base Currency.

#### **(i) Currency risk at the hedged Class level**

Investors in the hedged Classes may be subjected to currency risk due to imperfect hedging by the Manager when the Manager hedges the respective currency against the Base Currency. However, investors should note that hedging is subject to a minimum investment size of entering into a forward contract and the unhedged portion of the respective hedged Classes may still be affected by the exchange rate movement which may result in fluctuation of NAV of the respective hedged Classes. In addition, investors in the hedged Classes should note that by employing this hedging, investors would not be able to enjoy the additional currency gains when the Base Currency moves favourably against the currency of the hedged Classes. Additional transaction costs of hedging will also have to be borne by investors in these hedged Classes.

#### **(ii) Currency risk at the non-hedged Class level**

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

### **j) 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.

### **k) Liquidity Risk**

Liquidity risk exists when a particular investment is difficult to purchase or sell. The Fund's investment in illiquid securities may reduce the returns of the Fund because it may be unable to sell the illiquid securities at an advantageous time or price. Investments in Shariah-compliant securities with substantial market risk tend to have the greatest exposure to liquidity risk. Illiquid securities may be highly volatile and difficult to value. To mitigate the liquidity risk, the External Investment Manager will apply the minimum threshold for daily liquidity of the Shariah-compliant securities in the investment process. In the event the Shariah-compliant securities in the Fund may not be able to be liquidated within a specific period of time, or may be sold below their valuation due to insufficient liquidity in the markets, this will negatively impact the NAV of the Fund and the investments of the Unit Holders.

### **l) Concentration Risk**

The Fund may not be well diversified in terms of the number of holdings and the number of issuers of securities that the Fund invests in. Consequently, the price movement of the Fund can be more volatile than a fund which is more diversified.

### **m) Taxation Risk**

Investors should note in particular that the proceeds from the sale of Shariah-compliant securities in some markets or the receipt of any dividends and other income may be or may become subject to tax, levies, duties or other fees or charges imposed by the authorities in that market, including taxation levied by withholding at source. Tax law and practice in certain countries into which the Fund invests in or may invest in the future (in particular emerging markets) is not clearly established. It is therefore possible that the current interpretation of the law or understanding of practice might change, or that the law might be changed with retrospective effect. As a result, the Fund could become subject to additional taxation in such countries that is not anticipated when investments are made, valued or disposed of.

### **n) Stock Connects Risk**

The Fund may invest and have direct access to certain eligible China "A" shares via the Stock Connects. The aim of the Stock Connects is to achieve mutual stock market access between the PRC and Hong Kong.

Further information about the Stock Connects is available online at the website: <http://www.hkex.com.hk/mutualmarket>

Where the Fund invests through the Stock Connects, the Fund will be subject to the following risks associated with the Stock Connects:-

*Quota limitations risk* – The Stock Connects are subject to quota limitations. Trading under the Stock Connects will be subject to a daily quota respectively ("Daily Quota") which may restrict the Fund's ability to invest in China "A" Shares on a timely basis, and the Fund may not be able to effectively pursue its investment strategies.

*Suspension risk* – SEHK, SSE and SZSE reserve the right to suspend trading if necessary to ensure an orderly and fair market and that risks are managed prudently, subjected to the consent from the relevant regulator. Where a suspension is effected, the Fund's ability to access the PRC market will be adversely affected.

*Differences in trading days* – The Stock Connects only operate on days when both the PRC stock exchanges and the Hong Kong Exchanges and Clearing Limited (the "Hong Kong Stock Exchange") are open for trading and when banks in both markets are open on the corresponding settlement days. It is possible that there are occasions when it is a normal trading day for the PRC stock exchanges but Hong Kong Stock Exchange or banks are closed and overseas investors (such as the Fund) cannot

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carry out any China "A" Shares trading. Consequently, the Fund may be subject to a risk of price fluctuations in China "A" Shares on a day that the PRC stock exchanges are open for trading but the Hong Kong Stock Exchange is closed.

*Operational risk* – Market participants generally have configured and adapted their operational and technical systems for the purpose of trading China "A" Shares through the Stock Connects. However, it should be appreciated that the securities regimes and legal systems of the two (2) markets differ significantly and in order for the program to operate, market participants may need to address issues arising from the differences on an on-going basis. In the event that the relevant systems failed to function properly, trading in both markets through the program could be disrupted and adversely affected the Fund's ability to access the China "A" Shares market.

*Restrictions on selling imposed by front-end monitoring* – PRC regulations require that before an investor sells any share, there should be sufficient shares in the account before the market opens on the day of selling; otherwise SSE or SZSE will reject the sell order concerned. SEHK will carry out pre-trade checking on China "A" Shares sell orders of its participants (i.e. the stock brokers) to ensure there is no over-selling. Consequently, the Fund may not be able to dispose of holdings of China "A" Shares in a timely manner.

This can be mitigated by opening a special segregated account in the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited ("HKSCC") for the clearing securities listed or traded on SEHK to maintain its holdings in China "A" Shares for verification.

*Recalling of eligible Shariah-compliant stocks* – When a Shariah-compliant stock is recalled from the scope of eligible Shariah-compliant stocks for trading via the Stock Connects, the Shariah-compliant stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the Fund, for example, when the External Investment Manager wishes to purchase a Shariah-compliant stock which is recalled from the scope of eligible Shariah-compliant stocks.

*Custody, clearing and settlement risk* – The HKSCC will be responsible for the clearing, settlement and the provision of depository, nominee and other related services of the trades executed by Hong Kong market participants and investors.

HKSCC and ChinaClear have established the clearing links and each is a participant of each other to facilitate clearing and settlement of cross-boundary trades.

Should ChinaClear default on its obligations, HKSCC's liabilities under its market contracts with clearing participants will be limited to assisting clearing participants in pursuing their claims against ChinaClear. HKSCC will in good faith, seek recovery of the outstanding Shariah-compliant stocks and monies from ChinaClear through available legal channels or through ChinaClear's liquidation. In that event, the Fund may suffer delay in the recovery process or may not be able to recover its losses at all from ChinaClear.

*Nominee arrangements in holding China "A" Shares* – HKSCC is the nominee holder of the SSE securities and SZSE securities acquired by overseas investors (including the Fund) through the Stock Connects. The current Stock Connects' rules expressly provide for the concept of a "nominee holder" and there are other laws and regulations in the PRC which recognise the concepts of "beneficial owner" and "nominee holder". Investors should note that some of the relevant PRC rules related to nominee holder are only departmental regulations and are generally untested in the PRC. There is no assurance that the Fund will not encounter difficulties or delays in terms of enforcing its rights in relation to China "A" Shares acquired through the Stock Connects.

*No Protection by Investor Compensation Fund* – Investments through the Stock Connects are conducted through brokers, and are subject to the risks of default by such brokers in their obligations.

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The Fund is exposed to the risks of default of the broker(s) it engages in its trading in China "A" Shares through the Stock Connects and is not protected by the China Securities Investor Protection Fund in the PRC.

*Regulatory risk* – The Stock Connects are novel in nature, and the Stock Connects will be subject to regulations promulgated by regulatory authorities and implementation rules made by the stock exchanges in the PRC and Hong Kong. Further, current regulations are subject to change and new regulations may be promulgated from time to time by the regulators in connection with operations and cross-border legal enforcement in connection with cross-border trades under the Stock Connects.

Such regulations are untested and there is no certainty as to how they will be applied. There is no assurance that the Stock Connects will not be abolished. Consequently, the Fund may be adversely affected as a result of such changes.

### **o) Risk of Investing in Emerging and Less Developed Markets**

In emerging and less developed markets, in which the Fund may invest in, the legal, judicial and regulatory infrastructure is still developing but there is much legal uncertainty both for local market participants and their overseas counterparts.

Emerging markets may be subject to political instability which could affect the value of Shariah-compliant securities in emerging markets to a significant extent. Emerging markets tend to have higher volatility and less liquidity than developed markets, and this could affect the liquidation of Shariah-compliant securities and valuation of assets in such markets.

Investing in emerging markets are also subject to risks such as market suspension, restriction on foreign investment and repatriation of capital. There are also possibilities of nationalism, expropriation or confiscatory taxation, foreign exchange controls, political changes, government regulation or social instability which could affect adversely the Fund's investments.

### **p) Political and Economic Risk**

Economic and/or political instability in countries the Fund invests in could lead to legal, fiscal and regulatory changes or the reversal of legal / fiscal / regulatory / market reforms, which could have an adverse impact on the Fund's investments. Such changes include, but are not limited to (A) the compulsory acquisition of assets without adequate compensation; (B) interest rate hikes which could adversely affect the valuation of securities and the profitability of the companies the Fund invests in; and (C) sudden imposition of taxes or exchange controls.

A country may be heavily dependent on its commodity and natural resource imports/exports and is therefore vulnerable to weaknesses in world prices for these products.

Countries the Fund invests in may be subject to inflation/deflation risks. Inflation is the risk that the Fund's assets or income from the Fund's investments may be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of the Fund's portfolio could decline. Deflation risk is the risk that prices throughout the economy may decline over time. Deflation may have an adverse effect on the creditworthiness of issuers and may make issuer default more likely, which may result in a decline in the value of the Fund's portfolio.

### **q) Small Capitalisation Companies Risk**

Smaller companies may offer greater opportunities for capital appreciation than larger companies, but are more likely to have limited product lines, markets or financial resources, or to depend on a small, inexperienced management group. Shariah-compliant securities of smaller companies may, especially during periods where markets are falling, become less liquid and experience short-term price volatility and wide spreads between dealing prices. They may also be traded on the OTC market or on a regional exchange, which have limited liquidity. Investments in smaller companies may be more vulnerable to adverse developments than those in larger companies. Consequently, the Fund may have more difficulty in trading the Shariah-compliant securities of smaller companies at prevailing market prices.

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There may be less publicly available information about smaller companies or less market interest in the Shariah-compliant securities, and it may take longer for the prices of the Shariah-compliant securities to reflect the full value of the issuers' earning potential or assets.

### **r) Settlement Risk**

The Shariah-compliant securities markets in some countries are lack of efficiency and regulatory controls than more developed markets.

The share register of some markets may not be properly maintained and the ownership or interest may not be (or remain) fully protected. Registration of Shariah-compliant securities may be subject to delay and during the period of delay it may be difficult to prove beneficial ownership of the Shariah-compliant securities. The provision for custody of assets may be less developed than in other more mature markets and thus provides an additional level of risk for the Fund. Settlement procedures may be less developed and still be in physical form.

Limitations may exist with respect to the Fund's ability to repatriate investment income, capital or the proceeds from the sale of Shariah-compliant securities by foreign investors. The Fund can be adversely affected by delays in, or refusal to grant, any required governmental approval for such repatriation.

### **s) Shariah-compliant Initial Public Offering ("IPO") Securities Risk**

The Fund may invest in Shariah-compliant IPO securities. Shariah-compliant IPO securities risk is the risk that the prices of Shariah-compliant IPO securities may experience higher volatility and subject to more unpredictable changes than Shariah-compliant securities which are already listed. Liquidity risk associated with Shariah-compliant IPO securities may be difficult to assess, due to factors such as the lack of trading history. As a result, such Shariah-compliant securities could have a significant impact on the Fund's performance.

### **t) Counterparty Risk**

The Fund will be exposed to credit risk of the counterparties for investments in Islamic financial derivative instruments/Liquid Assets with the Islamic financial institutions. Any default by the counterparty would affect the NAV of the Fund. The Fund will only enter into Islamic financial derivatives instruments/Liquid Assets that are issued by counterparty with a minimum long-term rating provided by any domestic or global rating agency that indicates strong capacity for timely payment of financial obligations. In the event of a downgrade of a counterparty below the minimum long-term rating, analysis will be conducted to assess the impact of unwinding the affected trades and replacement cost. We reserve the right to deal with the Islamic financial derivative instruments/Liquid Assets in the best interest of the Unit Holders.

### **u) Distribution Out of Capital Risk**

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

### **1.17.3 Risk Mitigation**

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

- (a) monitor and review the Fund on a monthly basis and ensure that the Fund adheres to the investment policy and strategy and investment restrictions and limits;
- (b) review the investment results on a monthly basis against the benchmark of the Fund; and
- (c) hedge currency risk, if applicable.

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

- (a) constantly monitor the market liquidity and pricing;
- (b) adhere to the Fund's investment policy and strategy and the investment restrictions and limits at all times to achieve the Fund's investment objective;
- (c) practice prudent liquidity management to ensure that the Fund maintains reasonable levels of liquidity to meet any redemption request. The External Investment Manager takes into account the liquidity profile of Shariah-compliant securities and Shariah-compliant equity-related securities proposed under coverage list by the External Investment Manager, and typically invest in large-cap Shariah-compliant securities and Shariah-compliant equity-related securities that allows the External Investment Manager to liquidate the Fund relatively quick in case required. At the portfolio level, the External Investment Manager also monitor the overall liquidity profile, ensuring that it maintains at a healthy level.

**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 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 PROSPECTUS AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.**

**THERE ARE FEES AND CHARGES INVOLVED AND INVESTORS ARE ADVISED TO CONSIDER THEM BEFORE INVESTING IN THE FUND. FOR INFORMATION CONCERNING FEES AND CHARGES WHICH INVESTORS SHOULD CONSIDER, PLEASE REFER TO THE "FEES, CHARGES AND EXPENSES" SECTION COMMENCING ON PAGE 24.**

### **ADDITIONAL INFORMATION IN RELATION TO ISLAMIC FUND**

#### **1.18 Shariah Investment Guidelines of the Fund**

The following are the Shariah Investment Guidelines for the Fund, which the Manager, is to strictly adhere to on a continuous basis. At all times, the Fund shall invest in investment and/or instruments that are allowed under the Shariah principles and shall not invest in investment and/or instruments that are prohibited by the Shariah principles based on the Shariah Advisory Council of SC or the Shariah Adviser's established parameters, where applicable.

The following matters are adopted by the Shariah Adviser in determining the Shariah status of the Fund's investments.

##### **A. Investments**

##### **1. Investment in Malaysia**

###### **Equity:**

The Fund will invest in listed equities based on a list of Shariah-compliant equities issued by the Shariah Advisory Council of SC.

For listed companies which Shariah status have yet to be determined by the Shariah Advisory Council of SC and unlisted Shariah compliant securities, the Shariah Adviser adopts the following analysis as a temporary measure in determining its Shariah status until the Shariah Advisory Council of SC releases the Shariah status of the respective companies.



### (1) Qualitative Analysis

In this analysis, the Shariah Adviser will look into aspects of general public perception of the companies' images, core businesses which are considered important and *maslahah* (beneficial) to the Muslim *ummah* (nation) and the country. The non-permissible elements are very small and involve matters like *umum balwa* (common plight and difficult to avoid), *'uruf* (custom) and rights of the non-Muslim community which are accepted under the Shariah.

### (2) Quantitative Analysis

Companies which passed the above qualitative analysis will be further subjected to quantitative analysis. The Shariah Adviser deduces the following to ensure that the contribution of Shariah non-compliant businesses/activities to the overall revenue/sales/turnover/income and profit before tax of the companies are less than the following Shariah tolerable benchmarks:

#### (a) Business activity benchmarks

The contribution of Shariah non-compliant activities to the Group revenue and Group profit before taxation of the company will be computed and compared against the relevant business activity benchmarks as follows:

##### (i) The 5 per cent benchmark

The 5 per cent benchmark is applicable to the following businesses/activities:

- conventional banking and lending;
- conventional insurance;
- gambling;
- liquor and liquor-related activities;
- pork and pork-related activities;
- non-halal food and beverages;
- tobacco and tobacco-related activities;
- interest income\* from conventional accounts and instruments (including interest income awarded arising from a court judgement or arbitrator);
- dividends\* from Shariah non-compliant investments;
- Shariah non-compliant entertainment; and
- other activities deemed non-compliant according to Shariah principles as determined by the Shariah Advisory Council of SC.

For the above-mentioned businesses/activities, the contribution of Shariah non-compliant businesses/activities to the Group revenue or Group profit before taxation of the company must be less than five per cent.

\* Interest income and dividends from Shariah non-compliant investments will be compared against the Group revenue. However, if the main activity of the company is holding of investments, the dividends from Shariah non-compliant investments will be compared against the Group revenue and Group profit before taxation.

##### (ii) The 20 per cent benchmark

The 20-per cent benchmark is applicable to the following businesses/activities:

- share trading;
- stockbroking business;
- rental received from Shariah non-compliant activities; and
- other activities deemed non-compliant according to Shariah principles as determined by the Shariah Advisory Council of SC.

For the above-mentioned businesses/activities, the contribution of Shariah non-compliant businesses/activities to the Group revenue or Group profit before taxation of the company must be less than 20 per cent.

### (b) Financial Ratio Benchmarks

The financial ratios applied are as follows:

#### (i) Cash over total assets

Cash only includes cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments is excluded from the calculation.

#### (ii) Debt over total assets

Debt only includes interest-bearing debt whereas Islamic financing or sukuk is excluded from the calculation.

Both ratios, which are intended to measure *riba'* and *riba'*-based elements within a company's statement of financial position, must be less than 33 per cent.

Should any of the above deductions fail to meet the benchmarks, the Shariah Adviser will not accord Shariah-compliant status for the companies.

### Special Purpose Acquisition Companies (SPACs)

The Shariah Adviser had considered the following criteria for a SPAC to be classified as Shariah compliant:

- (1) The proposed business activity should be Shariah-compliant;
- (2) The entire proceeds raised from the Initial Public Offering should be placed in an Islamic account; and
- (3) In the event that the proceeds are invested, the entire investment should be Shariah compliant.

Shariah-compliant securities include ordinary shares and warrants (issued by the companies themselves). This means that warrants are classified as Shariah-compliant securities provided the underlying shares are also Shariah-compliant.

## 2. Investment in Foreign Markets

The Fund shall invest in securities listed under the list of Shariah-compliant securities issued by:

- the local Shariah governing bodies of the respective countries such as Majelis Ulama Indonesia in Indonesia; and/or
- the Dow Jones Islamic Market Indices.

Any foreign securities and unlisted Shariah compliant securities which are not certified by the local Shariah governing bodies of the respective countries or listed under the list of Shariah-compliant securities issued by the Shariah indices recognized internationally shall be determined in accordance with the ruling issued by the Shariah Adviser as follows:

### (1) Sector-Based Screens

The Shariah Investment Guidelines do not allow investment in companies which are directly active in, or derive more than 5% of their revenue or profit before taxation (cumulatively) from, the following activities ("prohibited activities"):

- Alcohol;
- Tobacco;
- Pork-related products;
- Conventional financial services (banking, insurance, etc.);
- Weapons and defense; and
- Entertainment (hotels, casinos/gambling, cinema, pornography, music, etc).

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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### (2) Accounting-Based Screens

The accounting-based screens applied are as follows and must be less than 33%:

- (a) Total debt over trailing 24-months average market capitalization;
- (b) The sum of a company's cash and interest bearing securities divided by trailing 24-months average market capitalization;
- (c) Accounts receivables divided by trailing 24-months average market capitalization.

Should any of the above deductions fail to meet the benchmarks, the Shariah Adviser will not accord Shariah-compliant status for the companies.

### 3. Shariah-compliant Equity-related Securities

The Fund will invest in Shariah-compliant equity-related securities as approved by the Shariah Advisory Council of the SC, the Shariah Adviser and/or Shariah boards of the relevant Shariah indices recognized internationally.

### 4. Islamic Collective Investment Schemes

The Fund may invest in domestic and foreign Islamic collective investment schemes. The domestic Islamic collective investment schemes must be approved by the SC. For the foreign Islamic collective investment schemes, it must be approved by the Shariah Adviser upon review of the necessary and relevant documentation.

### 5. Islamic Money Market Instruments

For investment in money market, the Fund may acquire any Islamic money market instruments based on the data available at:

- Bond Info Hub ([www.bondinfo.bnm.gov.my](http://www.bondinfo.bnm.gov.my))
- Fully Automated System for issuing/tendering) (<https://fast.bnm.gov.my>)

The Fund may also invest into any other Islamic money market instruments deemed Shariah-compliant by the Shariah Advisory Council of BNM or the Shariah Adviser.

### 6. Investment in Islamic Deposits

The Fund is prohibited from investing in interest-bearing deposits and recognizing any interest income.

### 7. Islamic Financial Derivatives

Islamic financial derivatives that are endorsed by other Shariah adviser(s) or Shariah committee(s) must be approved by the Shariah Adviser upon review of the relevant documents e.g. principal terms and conditions and Shariah pronouncements or approvals.

### 8. Any Other Shariah-compliant Investments

For avoidance of doubt, the documents relating to the Shariah liquidity management instrument should be submitted for prior approval by the Shariah Adviser. Where the Shariah Adviser request a change to the Shariah Investment Guidelines, it shall give the Manager a reasonable period of time to effect such change in the Prospectus in accordance with the requirements of any applicable law and regulation.

## B. Purification and Cleansing Process for the Fund

### 1. Dividend Purification

The cleansing process is the means by which all remaining elements of non-permissible income are removed or purged from a portfolio through dividend cleansing. The process applies mainly to non-permissible income as per Dow Jones screening methodology and should be disposed according to the

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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same methodology of Dow Jones. The cleansed income shall be channelled to *Baitulmal* and/or any other charitable bodies as advised by the Shariah Adviser.

### 2. Shariah non-compliant Investment

The External Investment Manager will immediately dispose of any Shariah non-compliant investment inadvertently made in the Fund. If the disposal of the Shariah non-compliant investment results in losses to the Fund, the losses are to be borne by the External Investment Manager by ensuring the loss portion is restored and returned to the Fund. The said investment will be disposed/withdrawn with immediate effect or within a period of not more than one month after becoming aware of the status of the investment. In the event that there are any capital gains or dividend received before or after the disposal of the investment, such gains will be channelled to *Baitulmal* and/or any other charitable bodies as advised by the Shariah Adviser. The Fund has the right to retain only the investment cost.

### 3. Reclassification of Shariah Status of the Fund's Investment

If a security is reclassified as Shariah non-compliant by the Shariah Advisory Council of SC and/or the Shariah board of the Dow Jones Islamic Market Indices and/or any other relevant sources, as per the Shariah Adviser's advice, the said security shall be disposed of soonest practical, once the total amount of dividends received and the market value held exceed or equal the investment costs.

Any dividends received up to the date of the announcement/review and capital gains arising from the disposal of the Shariah non-compliant securities made at the time of the announcement/review can be kept by the Fund. However, any dividends received and excess capital gains derived from the disposal of Shariah non-compliant securities after the announcement/review day is to be channelled to *Baitulmal* and/or any charitable bodies as advised by the Shariah Adviser.

On the other hand, the Fund is allowed to hold the investment in the Shariah non-compliant securities if the market price of the said securities is below the investment cost. It is also permissible for the Fund to keep the dividends received during the holding period until such time when the total amount of dividends received and the market value of the Shariah non-compliant securities held equal the investment cost. At this stage, the Fund is advised to dispose of their holding.

### C. Payment of Zakat

This refers to the purification by way of payment of zakat by Muslims. The Fund does not pay zakat on behalf of Muslim Unit Holders. Thus, Muslim Unit Holders are advised to pay zakat on their own.

**THE SHARIAH ADVISER CONFIRMS THAT THE INVESTMENT PORTFOLIO OF THE FUND COMPRISES INSTRUMENTS WHICH HAVE BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SHARIAH ADVISORY COUNCIL OF THE SC, AND WHERE APPLICABLE BY THE SHARIAH ADVISORY COUNCIL OF BANK NEGARA MALAYSIA OR BY THE SHARIAH SUPERVISORY BOARDS OF RELEVANT ISLAMIC INDICES. AS FOR THE INSTRUMENTS WHICH HAVE NOT BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SHARIAH ADVISORY COUNCIL OF THE SC, AND WHERE APPLICABLE BY THE SHARIAH ADVISORY COUNCIL OF BANK NEGARA MALAYSIA NOR BY THE SHARIAH SUPERVISORY BOARDS OF RELEVANT ISLAMIC INDICES, THE SHARIAH STATUS OF THE INSTRUMENTS HAS BEEN REVIEWED AND DETERMINED BY THE SHARIAH ADVISER.**

## CHAPTER 2: FEES, CHARGES AND EXPENSES

**Fees and charges directly incurred when you purchase or redeem Units of the Fund.**

### 2.1 Sales Charge

The maximum sales charge that may be imposed by each authorised distribution channels and us are as follow:

Distribution Channel	Sales Charge per Unit (% of the NAV per Unit of the Class)
Imposed by IUTAs	5.50%
Imposed by Unit Trust Consultants	5.50%
Imposed by the Manager	5.50%

**Notes:**

- (1) All sales charge is to be rounded to two (2) decimal points. The Manager reserves the right to waive and/or reduce the sales charge from time to time at its absolute discretion.
- (2) Investors may negotiate with their preferred distribution channel for a lower sales charge. Investment through the distribution channel shall be subjected to their respective terms and conditions.

Please refer to Section 3.2, Pricing of Units for information on how the sales charge is calculated.

### 2.2 Redemption Charge

No redemption charge will be imposed for each redemption.

### 2.3 Transfer Fee

No transfer fee will be imposed for each transfer.

### 2.4 Switching Fee

Administrative fee for a switching transaction from each Class may be imposed, subject to our discretion.

USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
USD25	Nil	AUD25	SGD25	GBP25	Nil	RMB25

or such other lower amount as we may decide from time to time.

Note: In addition to switching fee, 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. No sales charge difference will be charged if the Class or fund (or its Class) to be switched into has a lower sales charge.

### 2.5 Other Charges

There are no other charges (except charges levied by the banks on remittance of money) payable directly by Unit Holders when purchasing or redeeming Units of the Fund.

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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### Fees and expenses indirectly incurred when you invest in the Fund.

#### 2.6 Annual Management Fee

Up to 1.80% per annum of the NAV per Unit of the Fund, calculated and accrued on a daily basis.

**Note:**

We may, at our own discretion, from time to time, charge an annual management fee that is lower than that stated above.

*Please refer to Section 3.1.1, Computation of NAV and NAV per Unit of the Fund on how the annual management fee is calculated.*

#### 2.7 Annual Trustee Fee

0.04% per annum of the NAV of the Fund subject to a minimum of RM12,000 per annum calculated and accrued daily (excluding foreign custodian fees and charges) and is to be charged to the Fund by the Trustee.

The annual trustee fee will be paid out of the Fund and will be calculated based on the NAV of the Fund and accrued on a daily basis.

*Please refer to Section 3.1.1, Computation of NAV and NAV per Unit of the Fund on how the annual trustee fee is calculated.*

#### 2.8 Other Expenses

These include the following:

- audit fees;
- commission or fees paid to brokers or dealers;
- foreign custodian fees and charges;
- tax adviser's fee;
- taxes and other duties imposed by the government and/or other authorities;
- valuation fees incurred for the valuation of any investment of the Fund;
- fees in relation to fund accounting;
- remuneration and out of pocket expenses of the person undertaking the oversight function of the Fund, unless the Manager decide otherwise;
- costs for modification of the Deed save where such modification is for our benefit and/or the Trustee;
- costs of convening meetings of Unit Holders save where such meeting is convened for our benefit and/or the Trustee;
- bank charges;
- costs and fees for the printing and posting of annual and semi-annual reports;
- lodgment fee for Fund's reports;
- any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and
- any other expenses allowed under the Deed.

#### 2.9 Policy on Rebates and Soft Commissions

The Trustee, the Manager or the External Investment Manager will not retain any rebates from or otherwise share in any commission with any broker or dealer in consideration for direct dealings in the investments of the Fund. Accordingly, any rebate and shared commission will be directed to the account of the Fund.

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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Notwithstanding the aforesaid, the Manager or the External Investment Manager may retain goods and services ("soft commissions") provided by any broker or dealer if the following conditions are met:

- (a) The soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) Any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- (c) The availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or the External Investment Manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

Note:

We may for any reason and at any time, waive or reduce: (a) any fees (except the Trustee's fee); (b) other charges payable by you in respect of the Fund; and/or (c) transactional values including but not limited to the Units or amount, for any Unit holder and/or investments made via any distribution channels or platform.

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

## CHAPTER 3: TRANSACTION INFORMATION

### 3.1 Sale and Purchase of Units

#### 3.1.1 Computation of NAV and NAV per Unit

The NAV of the Fund means the total value of the Fund's investment, assets and properties less the Fund's expenses or liabilities incurred or accrued for the day, at a particular valuation point.

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

The valuation of the Fund will be carried out on a daily basis 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 4.00 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 under the relevant laws from time to time.

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

Please refer to the illustration below for the computation.

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

Items	Fund (USD)	USD Class (USD)	SGD Hedged Class (USD)	MYR Hedged Class (USD)	AUD Hedged Class (USD)	MYR Class (USD)	RMB Hedged Class (USD)	GBP Hedged Class (USD)
<b>Net Asset Value BF</b>	44,232,573.92	8,302,515.85	2,978,175.31	12,986,252.69	10,560,492.47	3,500,045.10	1,515,004.50	4,390,088.00
Multi Class Ratio (MCR) %		18.77013955	6.73299120	29.35902558	23.87492188	7.91282259	3.42508782	9.92501139
Class gains	1,652.18	-	1,550.80	6,998.13	(3,984.55)	-	(1,355.20)	(1,557.00)
Gains, Income and Expenses	195,922.51	36,774.93	13,191.45	57,520.94	46,776.34	15,503.00	6,710.52	19,445.33
<b>Gross Asset Value Before Fee</b>	44,430,148.61	8,339,290.78	2,992,917.56	13,050,771.76	10,603,284.26	3,515,548.10	1,520,359.82	4,407,976.33
Management Fee	-2,191.08	(411.25)	(147.60)	(643.60)	(522.90)	(173.37)	(74.98)	(217.38)
Trustee Fee	-48.69	(9.14)	(3.28)	(14.30)	(11.62)	(3.85)	(1.67)	(4.83)
<b>Net Asset Value</b>	44,427,908.84	8,338,870.39	2,992,766.68	13,050,113.86	10,602,749.74	3,515,370.88	1,520,283.18	4,407,754.12
<b>Units in Circulation</b>		7,750,000.00	3,750,000.00	50,000,000.00	14,660,000.00	14,000,000.00	9,800,000.00	3,230,000.00
Exchange Rate		1.0000	1.3700	4.1500	1.4800	4.1500	6.9500	0.7757
NAV Per Unit in Fund Currency		1.07598328	0.79807112	0.26100228	0.72324350	0.25109792	0.15513094	1.36462976
NAV Per Unit in Class Currency		1.07598328	1.09335743	1.08315945	1.07040038	1.04205637	1.07816001	1.05854330
NAV Per Unit in Class Currency (Rounded to four decimals)		1.0760	1.0934	1.0832	1.0704	1.0421	1.0782	1.0585

*Please note that the calculation set out above is for illustration purposes and exclusive of any payable tax.*

### 3.2 Pricing of Units

We adopt the single pricing policy which is in line with the SC's requirement for the Malaysian unit trust industry. 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 at 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.



## Prospectus in respect of the TA Global Absolute Alpha-i Fund

### **Example:**

#### **Making an investment**

<b>Illustration: Determining the Investment Amount &amp; Units Entitlement</b>		
Assuming an investor decided to invest RM10,000 in the Fund for MYR Class during the Initial Offer Period. The NAV per Unit is RM0.5000 and the sales charge is 5.50% of the NAV per Unit. The sales charge is calculated based on his investment amount and is illustrated as follows:		
Investment amount	RM	10,000.00
Number of Units allocated (RM10,000 / RM0.5000)		20,000
Add: sales charge 5.50% of investment amount (5.50% x RM10,000)	RM	550.00
Amount payable by investor	RM	10,550.00

#### **Redeeming an investment**

Investors may redeem their investment on a daily basis by submitting a complete transaction form to the Manager on any Business Day. The redemption application will be processed on a daily basis and the redemption amount is calculated by multiplying the NAV per Unit at the next valuation point after the Manager receives the redemption application, with the number of Units to be redeemed.

<b>Determining the Redemption Amount</b>		
Number of Units to be redeemed		20,000.00
If for example, the NAV per Unit for MYR Class calculated at the next valuation point is RM0.5500, the redemption value, would be:		
Multiply by NAV per Unit	RM	0.5500
Redemption value payable to investor	RM	11,000.00

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

#### **Incorrect Pricing**

The Manager shall take immediate remedial action to rectify any incorrect valuation and pricing of the Fund and/or the Units and to notify the Trustee and the relevant authorities of the same unless the Trustee considers the incorrect valuation and pricing of the Fund and/or the Units is of minimal significance. An incorrect valuation and pricing of the Fund and/or the Units shall result in a reimbursement of moneys unless the Trustee considers that such incorrect valuation and pricing of the Fund and/or the Units is of minimal significance.

The Trustee shall not consider an incorrect valuation and pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy of zero point five per centum (0.5%) or more of the NAV per Unit attributable to a Class unless the total impact on a Unit Holder's account of each Class is less than RM10.00 or in the case of a foreign currency Class, less than 10.00 denominated in the foreign currency denomination of the Class. An incorrect valuation and pricing not considered to be of minimal significance by the Trustee shall result in reimbursement of moneys in the following manner:

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

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

- (d) if there is an under valuation and/or pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

### Policy on rounding adjustment

In calculating your investments with the Manager, the NAV per Unit of the Fund will be rounded to four (4) decimal places.

### 3.3 Sale of Units

<b>Minimum Initial Investment</b>	<b>USD Class</b>	<b>MYR Class</b>	<b>AUD Hedged Class</b>	<b>SGD Hedged Class</b>	<b>GBP Hedged Class</b>	<b>MYR Hedged Class</b>	<b>RMB Hedged Class</b>
	USD1,000	RM1,000	AUD1,000	SGD1,000	GBP1,000	RM1,000	RMB1,000
<i>or such other lower amount as we may decide from time to time.</i>							
<b>Minimum Additional Investment</b>	<b>USD Class</b>	<b>MYR Class</b>	<b>AUD Hedged Class</b>	<b>SGD Hedged Class</b>	<b>GBP Hedged Class</b>	<b>MYR Hedged Class</b>	<b>RMB Hedged Class</b>
	USD100	RM100	AUD100	SGD100	GBP100	RM100	RMB100
<i>or such other lower amount as we may decide from time to time.</i>							

The Fund is open for subscription on each Business Day and to individuals who are at least eighteen (18) years of age. In the case of joint application, the first name appearing in the register of Unit Holders must be at least eighteen (18) years of age.

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 12, List of TA Investment Management Berhad's office, institutional unit trust advisers and authorised distributors for details.

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 on or 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.

**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 and MYR Hedged Class 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.

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

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

**PLEASE BE ADVISED THAT IF AN INVESTOR INVESTS IN UNITS THROUGH AN IUTA WHICH ADOPTS THE NOMINEE SYSTEM OF OWNERSHIP, THE INVESTOR WOULD NOT BE CONSIDERED TO BE A UNIT HOLDER UNDER THE DEED AS THE INVESTOR'S NAME WILL NOT APPEAR IN THE REGISTER OF UNIT HOLDERS. THE 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

USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
500 Units	500 Units	500 Units	500 Units	500 Units	500 Units	500 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. The minimum redemption of Units for each Class is 500 Units or such other lesser number of Units as we may from time to time decide.

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

- (a) your investment account number;
- (b) the name of the Fund and its "Class" 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 the 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 [www.tainvest.com.my](http://www.tainvest.com.my) or from our head office or any of our business centres listed in the Chapter 12, 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 on or before 4.00 p.m. on a Business Day will be processed based on the NAV per Unit calculated at the end of the Business Day. A redemption request received by us after 4.00 p.m. will be deemed to have been received on the next Business Day. If a redemption request is received by us on non-Business Day, such redemption request will be processed based on the NAV per Unit calculated at the close of the next Business Day.

As the investments of the Fund is in foreign markets and the Fund is a multi-class fund that offers classes of Units denominated in currencies that are different from the Base Currency which subject to currency conversion, the redemption proceeds will be paid to you within the period set out below based on the respective Classes.

NAV Price	Classes	Payment of Redemption Proceeds
Based on redemption request received by TAIM on or before 4.00 p.m. on a Business Day.	USD Class, MYR Class, MYR Hedged Class	Within ten (10) Business Days from the date the transaction form is received.
	AUD Hedged Class, SGD Hedged Class, GBP	Within eleven (11) Business Days from the date the transaction form is received.

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

	Hedged Class and RMB Hedged Class	
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Payment of redemption proceeds shall be based on the selected payment method stated in the transaction form received by our head office. In case of jointholders, 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 will be forwarded to the Federation of Investment Managers Malaysia (“FiMM”) in order for it to be published in major newspapers. The Manager shall ensure the accuracy of the NAV per Unit forwarded to FiMM. The Manager, however, shall not be held liable for any error or omission in the NAV per Unit published as this is beyond the Manager’s control. In the event of any discrepancies between the NAV per Unit published in the newspaper and the Manager’s NAV per Unit computation, the Manager’s computed NAV per Unit shall prevail.

We reserve the right to vary the terms and conditions of redemption payment mode from time to time, which shall be communicated to you in writing.

### 3.5 Cooling-off Policy

A cooling-off right is only given to an individual investor who is investing in any of the unit trust funds managed by us for the first time but shall not include the following persons:

- our staff; and
- a person registered with a body approved by the SC to deal in unit trust funds.

There is a cooling-off period of six (6) Business Days commencing from the day your application is accepted or deemed to be accepted by the Manager. Within these six (6) Business Days, you have a right to request for withdrawal of the investment. The refund for every Unit held by you pursuant to the exercise of your cooling-off right are as follows:

- (a) if the NAV per Unit on the day the Units were first purchased (“original price”) is higher than the price of a Unit at the point of exercise of the cooling-off right (“market price”), the market price at the point of cooling-off; or
- (b) if the market price is higher than the original price, the original price at the point of cooling-off; and
- (c) the sales charge per Unit originally imposed on the day the Units were purchased.

All such requests must be received or deemed to have been received by us on or before 4.00 p.m. on a Business Day. Requests received or deemed to have been received after 4.00 p.m. will be treated as having been received on the following Business Day. If you submit your payment by cheque, the cooling-off period will accrue from the date on which the Manager receives the cheque and payment for the cooling-off will be made after the cheque has been cleared. The proceeds would generally be refunded to you within seven (7) Business Days of receiving the request for withdrawal.

### 3.6 Minimum Holdings

USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
500 Units	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units

The minimum holdings of Units for each Class is 500 Units or such other lesser number of Units as we may from time to time decide.

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

### 3.7 Policy on Gearing

The Fund may obtain cash financing for the purpose of meeting repurchase requests for Units and for short-term bridging requirements. However, the Manager should ensure that:-

- (i) The Fund's cash financing is only on a temporary basis and that borrowings/financing are not persistent;
- (ii) The financing period should not exceed one (1) month;
- (iii) The aggregate financing of the Fund should not exceed 10% of the Fund's NAV at the time the financing is incurred; and
- (iv) The Fund may only obtain financing from Islamic financial institutions.

Except as otherwise provided under the Guidelines, none of the cash or investments of the Fund may be lent. Further, the Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.

### 3.8 Transfer of Units

USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
500 Units	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units

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 for each Class is 500 Units or such other lesser number of Units as we may from time to time decide.

For partial transfer of Units, Unit Holders must maintain the minimum holding of 500 Units for each Class or such other lesser number of Units as we may from time to time decide, and be subject to any other terms and conditions which may be applicable to the Fund.

### 3.9 Switching Facility

USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
500 Units	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units

Switching is available between the Classes of the Fund and between a Class and any other TAIM's funds (or its classes of units), which are denominated in the same currency.

(a) for switching out of the Class

- the minimum redemption of Units of the Class that you intend to switch out; and
- the minimum holding of Units (after the switch) of the Class will be applicable to you, unless you are redeeming from the Class entirely.

(b) for switching into the 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 will be applicable to you.

*Note: The Manager has the discretion to lower the minimum Units for switching from time to time.*

We will process your switching transaction once a complete switching request form is received by us on or before 4.00 p.m. on any Business Day. Any switching request received by us after 4.00 p.m. will only be processed on the next Business Day.

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

Currently, there is no restriction on the frequency of switch. However, we have the discretion to allow or reject any switching into (or out of) the Class, either generally (for all investors) or specifically (for any particular investor or a group of investors). However, switching from this Fund (Islamic fund) to a conventional fund is discouraged especially for Muslim Unit Holders.

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

### 3.10 Valuation of the Fund and Bases of Valuation of the Assets of the Fund

#### 3.10.1 Valuation of 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.

Price of the Fund will be published on next Business Day (T+1 day) and the Unit Holders may obtain the latest price of the Fund from our website at [www.tainvest.com.my](http://www.tainvest.com.my) or FIMM's website.

*Please refer to Chapter 12, List of TA Investment Management Berhad's Office, Institutional Unit Trust Advisers and Authorized Distributors for contact details.*

#### 3.10.2 Bases for Valuation of the Assets of the Fund

Investment Instruments	Valuation Basis
<b>Shariah-compliant securities listed on any exchange</b>	The Shariah-compliant securities will be valued based on the official closing price or last known transacted price on the Eligible Market on which the investment is quoted. However, if the price is not representative or not available to the market, the Shariah-compliant securities should be valued at fair value.
<b>Unlisted Shariah-compliant securities</b>	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.
<b>Islamic collective investment schemes</b>	Islamic collective investment schemes which are quoted on an 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.
<b>Islamic money market instruments</b>	Investments in Islamic money market instruments are valued at book cost, meaning cost of acquisition plus accretion of discount on yield to maturity method.

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

	<p>For negotiable instruments of deposit, valuation will be done using the indicative price quoted by the financial institution that issues or provides such instruments.</p> <p>For investments in Islamic commercial papers, such instruments are valued each day based on the price quoted by a bond pricing agency registered by the SC. Foreign 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.</p>
<b>Islamic financial derivatives</b>	Islamic financial 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.
<b>Islamic deposits</b>	Islamic deposits placed with Islamic financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period.
<b>Foreign exchange conversion</b>	Foreign exchange conversion of foreign investments for a particular Business Day is determined based on the bid exchange rate quoted by Bloomberg or Reuters at United Kingdom time 4.00p.m. which is equivalent to 11.00 p.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.
<b>Any other Shariah-compliant instruments</b>	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.

### 3.11 Payment Method

Payment for the investment can be made together with the completed application form by any of the following methods:

**a) Cheque / Bank's Cheque / Cashier's Cheque**

Any of the above instruments drawn on a bank in Malaysia may be used to make payment for your investment. The name to which the payment is to be made is:-

<b>Classes</b>	<b>Account Name</b>
MYR Class and MYR Hedged Class	TAIM CLIENTS' TRUST A/C - COLLECTION
USD Class / AUD Hedged Class / SGD Hedged Class / GBP Hedged Class / RMB Hedged Class	TAIM TRUST A/C COLLECTION

**b) Telegraphic Transfer (TT) / Rentas Transfer / Interbank Giro (GIRO)**

Payment made via telegraphic transfer can be credited into our Maybank account. Payment must be made in the currency of the Class which you intend to invest into. The details are as follows:

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

Class(es)	Account Number	Account Name
MYR Class / MYR Hedged Class	5143 5640 0987	TAIM CLIENTS' TRUST A/C - COLLECTION
USD Class / AUD Hedged Class / SGD Hedged Class / GBP Hedged Class / RMB Hedged Class	7143 5600 8995	TAIM TRUST A/C COLLECTION

All fees, charges and expenses incurred or to be incurred for payment shall be borne by Unit Holders.

**INVESTORS ARE ADVISED NOT TO MAKE PAYMENT IN CASH WHEN PURCHASING UNITS OF THE FUND VIA ANY IUTAS/ UNIT TRUST CONSULTANTS.**

### 3.12 How to Buy, Sell, Switch and Transfer

Transaction	Documents Required	Minimum Amounts	Documents to be received by investors
<b>Initial Investment</b>	<p><b>Individual Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Account opening form (required if you are a new applicant);</li> <li>▪ Investment form;</li> <li>▪ Investor suitability assessment form;</li> <li>▪ FATCA form;</li> <li>▪ CRS self-certification form - Individual (apart from first applicant, joint applicant, if any, is also required to complete the said form);</li> <li>▪ Copy of NRIC / passport;</li> <li>▪ For applicants below 18 years of age (joint holder), copy of identity card or birth certificate is required;</li> <li>▪ Proof of payment; and</li> <li>▪ Copy of bank statement.</li> </ul> <p><b>Corporate Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Account opening form;</li> <li>▪ Investment form;</li> <li>▪ CRS self-certification form – entity;</li> <li>▪ CRS self-certification form - controlling person;</li> <li>▪ A certified true copy of the certificate of incorporation; memorandum and article of association or constitution; form 24 or return for the 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);</li> <li>▪ The latest audited financial statement;</li> <li>▪ Certified true copy of NRIC or passport or other form of identification of directors;</li> <li>▪ Proof of payment; and</li> <li>▪ Copy of bank statement.</li> </ul>	<p>USD1,000 AUD1,000 SGD1,000 GBP1,000 RMB1,000 RM1,000</p> <p>or such other amount as the Manager may decide from time to time.</p>	<ul style="list-style-type: none"> <li>▪ Successful applicants will be issued a transaction advice slip</li> <li>▪ Unsuccessful applicants will be notified &amp; application money will be refunded within thirty (30) days of receipt of the application</li> </ul>



## Prospectus in respect of the TA Global Absolute Alpha-i Fund

<b>Additional Investments</b>	<p><b>Individual Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Investment form;</li> <li>▪ Investor suitability assessment form, if any;</li> <li>▪ Proof of payment; and</li> <li>▪ Copy of bank statement.</li> </ul> <p><b>Corporate Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Investment form;</li> <li>▪ A certified true copy of board resolution with list of authorised signatories and company seal (if applicable);</li> <li>▪ Proof of payment; and</li> <li>▪ Copy of bank statement.</li> </ul>	<p>USD100 AUD100 SGD100 GBP100 RMB100 RM100</p> <p>or such other amount as the Manager may decide from time to time</p>	<ul style="list-style-type: none"> <li>▪ Successful applicants will be issued a transaction advice slip</li> <li>▪ Unsuccessful applicants will be notified &amp; application money will be refunded within thirty (30) days of receipt of the application</li> </ul>
<b>Redemption (Sell)</b>	<ul style="list-style-type: none"> <li>▪ Transaction form; OR</li> <li>▪ Written instructions clearly stating account number, Fund's name and number of Units to be redeem and payment instruction;</li> <li>▪ Copy of NRIC (if applicable); and</li> <li>▪ Copy of bank statement.</li> </ul>	<p>500 Units or such other amount as the Manager may decide from time to time</p>	<p><u>Transfer payment via Interbank Giro (IBG)</u></p> <ul style="list-style-type: none"> <li>▪ Transaction advice slip</li> </ul> <p><u>Cheque</u></p> <ul style="list-style-type: none"> <li>▪ Transaction advice slip; and</li> <li>▪ Redemption cheque or deposited cheque slip</li> </ul>
<b>Switching</b>	<p><b>Individual Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Transaction form; and</li> <li>▪ Investor suitability assessment form (for switching to new investment fund)</li> </ul> <p><b>Corporate Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Transaction form; and</li> <li>▪ A certified true copy of board resolution with list of authorised signatories and company seal (if applicable); and/or</li> <li>▪ Investor suitability assessment form (for switching to new investment fund)</li> </ul>	<p>500 Units</p> <p>Switching is available between the Classes of the Fund and between a Class and any other TAIM's funds (or its classes of units), which are denominated in the same currency.</p>	<p>Transaction advice slip</p>
<b>Transfer</b>	<p><b>Individual Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Transaction form; and</li> <li>▪ Copy of NRIC / passport;</li> <li>▪ If the transferee is new account holder:- <ul style="list-style-type: none"> <li>➢ Account opening form;</li> <li>➢ FATCA form;</li> <li>➢ Investor suitability assessment form;</li> <li>➢ CRS self-certification form – individual (apart from <ul style="list-style-type: none"> <li>➢ first applicant, joint holder, if any is also required to complete the said form);</li> </ul> </li> <li>➢ Copy of NRIC / passport.</li> </ul> </li> </ul> <p><b>Corporate Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Account opening form;</li> </ul>	<p>500 Units</p>	<p>Transaction advice slip</p>

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

	<ul style="list-style-type: none"> <li>▪ CRS self-certification form – entity;</li> <li>▪ CRS self-certification form – controlling person;</li> <li>▪ A certified true copy of the certificate of incorporation; memorandum and article of association or constitution; form 24 or return for the 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);</li> <li>▪ The latest audited financial statement;</li> <li>▪ Certified true copy of NRIC or passport or other form of identification of directors;</li> </ul>		
<b>Cooling-Off</b>	<ul style="list-style-type: none"> <li>➢ Cooling-off period form; OR</li> <li>➢ Written instructions clearly stating your intention to cool off the transaction, the value of investment, Fund's name and payment instruction.</li> </ul>	N/A	<ul style="list-style-type: none"> <li>▪ Transaction advice slip</li> <li>▪ Payment for cooling-off</li> </ul>

There are no restrictions as to the frequency of redemption or switching to be made on any of the funds managed by us.

### Note:

In the case of a partial redemption of Units, the minimum holding that must be retained in the Fund or Class is 500 Units. If the number of Units drops below the minimum holding due to redemption, the Manager will withdraw your entire investment in the Fund and forward the proceeds to you.

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

**UNIT PRICES AND DISTRIBUTIONS PAYABLE, IF ANY, MAY GO DOWN AS WELL AS UP.**

## CHAPTER 4: THE MANAGEMENT COMPANY

### 4.1 Background Information

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

The principal activities of TAIM are the establishment and management of unit trust funds and portfolio clients. TAIM has more than twenty (20) years’ of experience in managing unit trust funds.

### 4.2 Role, Duties and Responsibilities of the Manager

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

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

### 4.3 Board of Directors

The functions of the board of directors of the Manager are to elaborate, decide, endorse or resolve all matters pertaining to the Manager and the Fund at the board meetings that are held formally four (4) times yearly or as and when circumstances require.

The list of board of directors are available at our website at [https://www.tainvest.com.my/about\\_us-our-people.html](https://www.tainvest.com.my/about_us-our-people.html).

### 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’ 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 the 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’s funds. He is also involved in structured products and fund of

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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funds investment of TAIM. Prior to joining TAIM, Mr. Lam was attached to KL Unit Trust Berhad as a compliance manager for four (4) years and a local stockbroking company for six (6) years.

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

Jennifer has twenty (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 six (6) years in SJ Asset Management Sdn. Bhd. This followed three (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 two (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 eighteen (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 Oklahoma, United States of America and a Master of Business Administration from State University of New York at Buffalo, United States of America. He is also a Chartered Financial Analyst (CFA) charterholder.

## **4.5 Material Litigation and Arbitrations**

As at the 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 the business/financial position of the Manager.

## **4.6 The External Investment Manager**

### **4.6.1 Background of Fullerton Fund Management Company Ltd**

Fullerton Fund Management Company Ltd ("Fullerton") is an Asia-based investment specialist, focused on optimising investment outcomes and enhancing investor experience. Fullerton helps clients, including government entities, sovereign wealth funds, pension plans, insurance companies, private wealth and retail, from the region and beyond, to achieve their investment objectives through Fullerton's suite of solutions. The expertise encompasses equities, fixed income, multi-asset, alternatives and treasury management, across public and private markets. As an active manager, Fullerton places strong emphasis on performance, risk management and investment insights. Incorporated in 2003, Fullerton is headquartered in Singapore, and has associated offices in Shanghai, London, and Brunei. Fullerton is part of a multi-asset management group, Seviora, a holding company established by Temasek. NTUC Income, a leading Singapore insurer, is a minority shareholder of Fullerton.

### **4.6.2 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 Capital Markets and Services Act 2007, 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 Manager on a regular basis on the status of the portfolio, proposed investment strategy and other

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matters relating to the portfolio of the Fund. The remuneration of the External Investment Manager is borne by the Manager.

The designated fund managers for the Fullerton Fund Management Company Ltd are Ken Goh (Lead Manager), Roslin Zhu, Jaden Tan and Lim Shi Hui.

Their profiles are as set out below:

### **Ken Goh, CFA**

#### ***Deputy Chief Investment Officer and Head of Equities***

Ken is Deputy Chief Investment Officer for Fullerton Fund Management and also the Head of Equities. He is responsible for setting the strategic direction for the investment team and is responsible for the oversight and investment performance of all portfolios. He is also responsible for directly 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 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 (GIC).

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

### **Roslin Zhu, CFA**

#### ***Senior Vice President, Head of Global Equities***

Roslin is the Head of Global Equities and she is responsible for managing the global absolute return strategies.

Roslin joined Fullerton in 2018. She was previously the fund manager for the CIMB-Principal Asia Pacific Dynamic Income Fund and Islamic Greater China Fund. Prior to that, she was an Equity Analyst and has been with CIMB Principal Asset Management since 2009. Roslin began her career as an analyst for the BRIC fund with Tantallon Capital Advisor.

Roslin holds a Master of Chemical Engineering degree, in addition to a Bachelor of Chemical Engineering degree, from the National University of Singapore. She is a CFA charterholder.

### **Lim Shi Hui**

#### ***Assistant Vice President, Equities Research***

Shi Hui is a data scientist in the Equities team, responsible for driving Augmented Intelligence (AI) and digital initiatives within the Equities team. She will design and implement AI initiatives for the team to improve the investment process of both research and portfolio management.

Shi Hui joined Fullerton in 2021. Prior to Fullerton, she was with GIC Private Limited where she delivered analytics systems and models to improve operational efficiency in investment operations.

She holds a Bachelor of Science in Mathematical Sciences from Nanyang Technological University, Singapore.

### **Jaden Tan, CFA**

#### ***Assistant Vice President, Equities***

Jaden Tan is an analyst in the Equities team, and he is responsible for global healthcare and software sector

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Jaden joined Fullerton in 2019 from Saga Tree Capital Advisors, where he was a healthcare analyst and an equity trader. Prior to joining Saga Tree in 2016, Jaden was an equity trader at Purvis Capital.

Jaden holds a Bachelor of Science degree in Biomedical Sciences from the Nanyang Technological University and he is a CFA charter holder.

### 4.6.3 Material Litigation

As at Last Practicable Date, 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, management team, investment team, External Investment Manager and etc. can be obtained from the Manager's website at [www.tainvest.com.my](http://www.tainvest.com.my).**

## CHAPTER 5: TRUSTEE

### 5.1 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.

### 5.2 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 fund, 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, the Securities Commission's 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, the Securities Commission'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, Prospectus, the Securities Commission'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.

### 5.4 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 based, both locally and overseas.

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For the local Ringgit Malaysia assets, they are held through its wholly owned nominee subsidiary “CIMB Islamic Nominees (Tempatan) Sdn Bhd”. For foreign non-Ringgit Malaysia 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.

### **5.5 Trustee’s Disclosure of Material Litigation and Arbitration**

As at the 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 6: SHARIAH ADVISER

#### 6.1 About Amanie Advisors Sdn. Bhd.

Amanie Advisors Sdn. Bhd. (“Amanie”) has been appointed as the Shariah adviser for the Fund. Amanie will counsel the mechanism of the operations of the Fund’s activities to ensure that the operations of the Fund comply with Shariah requirements.

Amanie is a Shariah advisory, consultancy, training and research and development boutique for institutional and corporate clientele focusing on Islamic financial services. Since 2005, Amanie has acquired more than sixteen (16) years of experience in the advisory role of unit trusts.

#### 6.2 Experience in Shariah Advisory Services

Amanie is a registered Shariah adviser with the SC. It has been established with the aim of addressing the global needs for experts' and Shariah scholars' pro-active input. This will ultimately allow the players in the industry to manage and achieve their business and financial goals in accordance with the Shariah principles. Amanie also focuses on organizational aspect of the development of human capital in Islamic finance worldwide through providing updated quality learning embracing both local and global issues on Islamic financial products and services.

#### 6.3 Roles and Responsibilities of Amanie as the Shariah Adviser

As the Shariah Adviser, the role of Amanie is to ensure that the operations and investments of the Fund are in compliance with Shariah requirements. The Shariah Adviser reviews the Fund’s investments on a monthly basis to ensure compliance with Shariah requirements at all times and advise on the Fund’s compliance with Shariah requirements. Final responsibility for ensuring Shariah compliance of the Fund with Shariah requirements in all relevant aspects rests solely with the Manager.

In line with the Guidelines, the roles of Amanie as the Shariah Adviser are:

- (1) To ensure that the Fund is managed and administered in accordance with Shariah principles.
- (2) To provide expertise and guidance in all matters relating to Shariah principles, including on the Deed and Prospectus, its structure and investment process, and other operational and administrative matters.
- (3) To consult with the SC where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process.
- (4) To act with due care, skill and diligence in carrying out its duties and responsibilities.
- (5) Responsible for scrutinizing the Fund's compliance report as provided by the compliance officer and investment transaction reports provided by, or duly approved by, the Trustee to ensure that the Fund's investments are in line with Shariah principles.
- (6) To prepare a report to be included in the Fund's semi-annual and annual reports certifying whether the Fund has been managed and administered in accordance with Shariah principles for the period concerned.

#### 6.4 Profile of the Shariah Team

Amanie’s Shariah team consists of the following personnel:

**Tan Sri Dr. Mohd Daud Bakar**  
***Shariah Adviser/Executive Chairman***

Tan Sri Dr. Mohd Daud Bakar is the Founder and Executive Chairman of Amanie Group. One of its flagship companies namely Amanie Advisors, is operating in few cities globally. He serves as the Chairman of the Shariah Advisory Council (SAC) at the Central Bank of Malaysia, the SC, the Labuan Financial Services Authority, the Astana International Financial Centre (AIFC), Kazakhstan, the First Abu Dhabi Bank (UAE), and Permodalan Nasional Berhad (PNB).

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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Tan Sri Dr Daud is also a Shariah board member of various global financial institutions, including the National Bank of Oman (Oman), Amundi Asset Management (France), Bank of London and Middle East (London), BNP Paribas Najma (Bahrain), Natixis Bank (Dubai), Morgan Stanley (Dubai), Sedco Capital (Saudi and Luxembourg), and Dow Jones Islamic Market Index (New York) amongst many others.

Currently, Tan Sri serves as the Chairman of Federal Territory Islamic Religious Department [Majlis Agama Islam Persekutuan (MAIWP)]. In the corporate world, he is currently a member of the PNB Investment Committee. Previously, he served as a Board Director at Sime Darby Property Berhad and Chairman to Malaysia Islamic Economic Development Foundation (YaPEIM). In addition, he is the cofounder of Experts Analytics Centre Sdn Bhd and MyFinB Sdn Bhd. He also serves as the Chairman of Berry Pay Sdn Bhd, Data Sukan Consulting Sdn Bhd, Bio Fluid Sdn Bhd, KAB Gold Dynamics Sdn Bhd, Bio-Angle Vacs Sdn. Bhd., Tulus Digital Sdn. Bhd., and Amanie-Afra Halal Capital Co (Bangkok). He is currently the 8th President of the International Islamic University of Malaysia (IIUM).

In 2014, he received the “Most Outstanding Individual” award by His Majesty, the King of Malaysia, in conjunction with the national-level Prophet Muhammad’s birthday. Under his leadership, Amanie Advisors received the “Islamic Economy Knowledge Infrastructure Award” at the Global Islamic Economy Summit, Dubai 2015, by His Highness Sheikh Mohammed bin Rashid Al Maktoum, Vice President and Prime Minister of the UAE and Ruler of Dubai, Oct 2015. On 13 November 2021, he was conferred the Darjah Kebesaran Panglima Setia Mahkota (P.S.M.) which carries the title of “Tan Sri”.

He received his first degree in Shariah from University of Kuwait in 1988 and obtained his PhD from University of St. Andrews, United Kingdom in 1993. In 2002, he completed his external Bachelor of Jurisprudence at University of Malaya.

Tan Sri’s first book entitled “Shariah Minds in Islamic Finance: An Inside Story of A Shariah Scholar” has won the “Islamic Finance Book of the Year 2016” by the Global Islamic Finance Award (GIFA) 2016. Then, his book on sukuk entitled “An Insightful Journey to Emirates Airline Sukuk: Pushing The Boundaries of Islamic Finance” has also won the “Best Islamic Finance Case 2017” by the GIFA 2017 in Kazakhstan. To date, Tan Sri has been authoring 28 books with different genre.

### **Suhaida Mahpot**

#### ***Chief Executive Officer***

Suhaida Mahpot is the Chief Executive Officer for Amanie Advisors in Kuala Lumpur office. She holds a Bachelor of Economics (Islamic Economic & Finance) from International Islamic University Malaysia and a professional certificate of Certified Shariah Advisor and Auditor (CSAA) of AAOIFI.

She joined Amanie in 2008 and was amongst the pioneers in the company. She is a specialist in sukuk advisory and has been advising numerous sukuk locally and internationally. One of the sukuk advised by her together with Tan Sri Dr Mohd Daud Bakar has been awarded as Best Securitisation Sukuk at The Asset Triple A Islamic Finance Award (2020). Apart from sukuk advisory, her primary focus is on Shariah governance, structuring, enhancement and conversion exercises, establishment of Islamic financial entities as well as development of Islamic products. Her career in banking & financial industry started as a trainee under Capital Market Graduated Trainee Scheme organized by the SC.

Prior to joining Amanie, she worked with Affin Investment Bank Bhd since 2006 as an executive for debt & capital markets department. She completed various project financing deals using private debt securities instruments ranging from infrastructure & utilities, real estate, plantation and many others.

**Further information on the Shariah Adviser can be obtained from the Shariah Adviser’s website at [www.amanieadvisors.com](http://www.amanieadvisors.com).**

## 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, and subject to the provisions of the Deed, you have the right:

- to receive distributions of income (if any) of the Fund;
- to participate in any increase in the value of the Units of the Fund;
- to call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- to exercise the cooling-off right (only for eligible individual investors);
- to receive annual and semi-annual reports of the Fund; and
- to enjoy such other rights and privileges as are provided for in the Deed.

However, a Unit Holder would not have the right to require the transfer to him of any of the assets of the Fund. Neither would a Unit Holder have the right to interfere with or to 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 the Unit Holders

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

- 1) a Unit Holder would not be liable for any amount in excess of the purchase price paid for the Units as set out in this Prospectus and in accordance with the Deed at the time the Units were purchased and any charges payable in relation thereto.
- 2) a Unit Holder would not be liable to indemnify the Manager in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund exceed the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

#### Note:

*Please be advised that if an investor invests in Units through an IUTA which adopts the nominee system of ownership, the investor would not be considered to be a Unit Holder under the Deed and the 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 investor's particulars appearing in the register of Unit Holders of the Fund).*

### 7.2 Maximum Fees and Charges permitted by the Deed

#### Sales charge

8.00% of the NAV per Unit of a Class.

#### Redemption charge

2.00% of the NAV per Unit of a Class.

#### Annual management fee

2.00% of the NAV of the Fund.

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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### Annual trustee fee

0.04% per annum of the NAV of the Fund, subject to a minimum of RM12,000.00 per annum (excluding foreign custodian fees and charges).

### **7.3 Procedures to increase the maximum rate of the direct and indirect fees and charges as provided in the Prospectus**

#### **Sales Charge**

The Manager may not charge a sales charge at a rate higher than that disclosed in this Prospectus unless:

- (a) the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge;
- (b) a supplemental prospectus or replacement prospectus in respect of the Fund setting out the higher charge is registered, lodged and issued; and
- (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental prospectus or replacement prospectus.

#### **Redemption Charge**

The Manager may not charge a redemption charge at a rate higher than that disclosed in this Prospectus unless:

- (a) the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge;
- (b) a supplemental prospectus or replacement prospectus in respect of the Fund setting out the higher charge is registered, lodged and issued; and
- (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental prospectus or replacement prospectus.

#### **Annual Management Fee**

The Manager may not charge an annual management fee at a rate higher than that disclosed in this Prospectus unless:

- (a) the Manager has come to an agreement with the Trustee on the higher rate;
- (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;
- (c) a supplemental prospectus or replacement prospectus stating the higher rate is registered, lodged and issued thereafter; and
- (d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplemental prospectus or replacement prospectus.

#### **Annual Trustee Fee**

The Trustee may not charge an annual trustee fee at a rate higher than that disclosed in this Prospectus unless:

- (a) the Manager has come to an agreement with the Trustee on the higher rate;

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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- (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;
- (c) a supplemental prospectus or replacement prospectus stating the higher rate is registered, lodged and issued thereafter; and
- (d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplemental prospectus or replacement prospectus.

### **7.4 Procedures to increase the maximum rate of the direct and indirect fees and charges as set out in the Deed**

The maximum sales charge, redemption charge, annual management fee or annual trustee fee set out in the Deed are not allowed to be increased unless a Unit Holders' meeting has been held in accordance with the Deed. A supplemental deed proposing a modification to the Deed to increase such charges or fees is required to be submitted for registration with the SC accompanied by a resolution of not less than two-thirds (2/3) of all Unit Holders at the Unit Holders' meeting sanctioning the proposed modification to the Deed.

### **7.5 Permitted Expenses payable out of the Fund**

Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund or each Class may be charged to the Fund or each Class respectively. These would include (but are not limited to) the following:

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the Shariah-compliant investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- (d) fees for the valuation of any Shariah-compliant investment of the Fund;
- (e) 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;
- (f) 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;
- (g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any Shariah-compliant asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed Shariah-compliant investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or a Class or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any Shariah-compliant 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);

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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- (m) remuneration and out of pocket expenses of the person undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- (n) 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;
- (o) (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;
- (p) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law;
- (q) 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;
- (r) fees in relation to fund accounting; and
- (s) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (r) above.

### **7.6 The Manager's Right to Retire**

The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee three (3) months' notice in writing of its desire so to do, or such other period as the Manager and the Trustee may agree upon, and subject to the fulfilment of the following conditions:

- (a) the retiring Manager shall appoint such corporation by writing under the seal of the retiring Manager as the management company of the Fund in its stead and assign and transfer to such corporation all its rights and duties as management company of the Fund;
- (b) such corporation shall enter into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund; and
- (c) upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee under the Deed at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations under the Deed but without prejudice to the rights of the Trustee or any Unit Holder or other person in respect of any act or omission on the part of the retiring Manager prior to such retirement and the new management company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager under the Deed as fully as though such new management company had been originally a party to the Deed.

### **7.7 Removal and Replacement of Manager**

The Manager may be removed by the Trustee on the grounds that:

- (a) the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of Unit Holders for the Trustee to do so after the Trustee has given notice to the Manager of that opinion and the reasons for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of the Unit Holders by way of a Special Resolution;

## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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- (b) unless expressly directed otherwise by the relevant authorities, if the Manager is in breach of any of its obligations or duties under the Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- (c) the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business,

and the Manager shall not accept any extra payment or benefit in relation to such removal.

If any of the above occurs, the Manager shall upon receipt of a written notice from the Trustee cease to be the management company of the Fund by the mere fact of the Manager's receipt of the notice. The Trustee shall, at the same time, by writing appoint some other corporation already approved by the relevant authorities to be the management company of the Fund; such corporation shall have entered into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund.

### 7.8 Retirement of the Trustee

The Trustee may retire upon giving three (3) months' notice in writing to the Manager of its desire so to do, or such other period as the Manager and the Trustee shall agree, and may by deed appoint in its stead a new trustee approved by the relevant authorities and under any relevant law.

### 7.9 Removal and Replacement of the Trustee

The Manager shall take all reasonable steps to replace the Trustee as soon as practicable after becoming aware that:

- (a) the Trustee has ceased to exist;
- (b) the Trustee has not been validly appointed;
- (c) the Trustee was not eligible to be appointed or act as trustee under any relevant law;
- (d) the Trustee has failed or refused to act as trustee in accordance with the provisions and covenants of the Deed and any relevant law;
- (e) a receiver has been appointed over the whole or a substantial part of the assets or undertaking of the Trustee and has not ceased to act under that appointment;
- (f) a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared to be insolvent); or
- (g) the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 2016 or any relevant law.

The Trustee may be removed and such corporation may be appointed as trustee of the Fund by Special Resolution of the Unit Holders at a duly convened meeting.

### 7.10 Termination of the Fund

The Fund may be terminated or wound up should the following occur:-

- (a) the authorisation from the SC has been revoked; or
- (b) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

### 7.11 Termination of a Class

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

### 7.12 Unit Holder's Meeting

#### Quorum required for a Unit Holders' Meeting

A Unit Holders' meeting may be called by the Manager, Trustee or Unit Holders.

The quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy, however:

- (i) if the Fund or a Class, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be two (2) Unit Holders, whether present in person or by proxy;
- (ii) if the Fund or a Class, as the case may be, has only two (2) Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be one (1) Unit Holder, whether present in person or by proxy.

If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty-five per centum (25%) of the Units in circulation of the Fund or a particular Class, as the case may be, at the time of the meeting.

If the Fund or a Class, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund or a Class, as the case may be.

#### Meeting convened by the Unit Holders

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

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

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

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 the Unit Holders of a particular Class, as the case may be, summon a meeting of Unit Holders of the Fund or the Unit Holders of that Class by:

- (a) sending by post to each Unit Holder at his 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 at least seven (7) days before the date of the proposed meeting a notice of the



## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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proposed meeting to all the Unit Holders of the Fund or Unit Holders of a particular Class, as the case may be;

- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and
- (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

### Meeting convened by the Manager

Unless otherwise required or allowed by the relevant laws, the Manager 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.

### Meeting convened by the Trustee

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, unless otherwise required or allowed by the relevant laws, summon a Unit Holders' meeting by:

- (a) sending by post at least twenty-one (21) 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; and
- (b) publishing at least twenty-one (21) days before the date of the proposed meeting an advertisement giving notice of the meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities.

The Trustee may also summon a Unit Holders' meeting for any purpose including, without limitation, for the purpose of:

- (a) requiring the retirement or removal of the Manager;
- (b) giving instructions to the Trustee or the Manager if the Trustee considers that the investment management policies of the Manager are not in the interests of Unit Holders;
- (c) securing the agreement of the Unit Holders to release the Trustee from any liability;
- (d) deciding on the next course of action after the Trustee has suspended the sale and redemption of Units; and
- (e) deciding on the reasonableness of the annual management fee charged to the Fund or each Class.

## CHAPTER 8: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST

### **Policies and Procedures on Dealing with Conflict of Interest**

#### **Manager**

In the course of managing the Fund, TAIM may face conflicts in respect of its duties to the Fund. In such an event, TAIM is obliged to act in the best interests of all its investors and will seek to resolve any conflicts fairly and in accordance with the Deed. TAIM has in place policies and procedures to deal with any of conflict of interest situations.

In making an investment transaction for the Fund, the Manager is obliged not to make inappropriate use of its position in managing the Fund to gain, directly or indirectly, any advantage for itself or for any other person or to cause detriment to the interests of Unit Holders.

TAIM or any delegate thereof will, as far as possible in their dealings, avoid any conflict of interest situation or, if conflicts arise, will ensure that the Fund is not disadvantaged by the transaction concerned. The compliance department of TAIM will report directly to the board of directors of any conflict that may arise/ has arisen and the board of directors will decide on the next course of action to remedy the situation. Where a director, a person undertaking the oversight function of the Fund or a delegate of the Manager is aware of a transaction or an arrangement in which a conflict of interest arises involving a related party or an associate, he/she must promptly abstain from any decision-making regarding the transaction.

All transactions carried out for or on behalf of the Fund are executed on terms that are best available to the Fund and which are no less favourable than an arm's length transactions between independent parties.

#### **Advisers**

The auditor, tax adviser, solicitor, Shariah Adviser and External Investment Manager have confirmed that they have no interest/potential interest or conflict of interest/potential conflict of interest with the Manager and the Fund.

#### **Trustee's declaration**

The Trustee is independent of the Manager. The Trustee will carry out transactions on an arm's length basis and on terms which are best available for the Fund, as well as act at all times in the best interest of the Fund's investors. The Trustee also has adequate procedures and processes in place to prevent or control conflicts of interest.

## CHAPTER 9: TAX ADVISER'S LETTER



**KPMG Tax Services Sdn. Bhd.**  
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Our Ref NBG/AZYY/XHKA  
Contact  
Ext. 7598 / 7832

25 January 2022

Dear Sirs

**Re: Taxation of the Funds and Unit Holders**

This letter has been prepared for inclusion in this Prospectus relating to TA Global Absolute Alpha-i Fund ("the Fund").

**Taxation of the Fund**

***Income Tax***

The Fund is a unit trust for Malaysian tax purposes. The taxation of the Fund is therefore governed principally by Sections 61 and 63B of the Income Tax Act, 1967 ("the Act").

Subject to certain exemptions, the income of the Fund in respect of investment income derived from or accruing in Malaysia is liable to income tax at the rate of 24% effective Year of Assessment ("YA") 2016.

The Fund may receive dividends, interest and other income from investments outside Malaysia. Income derived from sources outside Malaysia and received in Malaysia was previously exempt from Malaysian income tax. However, such income may be subject to tax in the country from which it is derived.

Based on the Finance Act 2021, income derived by a resident unit trust from foreign sources and received in Malaysia from 1 January 2022 onwards will be subject to Malaysian income tax. A transitional tax rate of 3% is accorded on the gross amount of the foreign source income received in Malaysia from 1 January 2022 to 30 June 2022. From 1 July 2022, the prevailing tax rate of 24% will apply to the chargeable income computed in respect of the foreign source income remitted into Malaysia by the Fund.



Where the same foreign income has been taxed in both Malaysia and the foreign country, a tax credit in the form of bilateral relief under a Double Tax Agreement (“DTA”) or unilateral relief under the domestic law (if there is no available DTA or a limited DTA which does not provide such relief) may be given in respect of such income, subject to conditions.

Gains from the realisation of investments by the Fund will not be subject to income tax in Malaysia. However, such gains may be subject to tax in the country from which it is derived.

Interest income or profits earned by the Fund from the following are exempt from tax:-

- any savings certificates issued by the Government; or
- securities or bonds issued or guaranteed by the Government; or
- debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia; or
- a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013<sup>N1</sup>; or
- any development financial institution regulated under the Development Financial Institutions Act 2002<sup>N1</sup>; or
- sukuk originating from Malaysia, other than convertible loan stocks, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission, or approved by the Labuan Financial Services Authority<sup>N2</sup>.

Discounts earned by the Fund from the following are also exempt from tax: -

- securities or bonds issued or guaranteed by the Government; or
- debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia.

Tax deductions in respect of the Fund’s expenses such as manager’s remuneration, expenses on maintenance of register of unit holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage (“permitted expenses”) are allowed based on a prescribed formula subject to a minimum of 10% and a maximum of 25% of the total permitted expenses.

Single tier Malaysian dividends received by the Fund are exempt from tax and expenses in relation to such dividend income are disregarded.

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<sup>N1</sup> Effective from 1 January 2019, the exemption shall not apply to the interest paid or credited to a unit trust that is a wholesale fund which is a money market fund.

<sup>N2</sup> Effective from YA 2017, income tax exemption shall not apply to interest paid or credited to a company in the same group, licensed banks and prescribed development financial institutions. Based on the Finance Act 2021, income tax exemption shall not apply to interest paid or credited by a special purpose vehicle to a company pursuant to the issuance of asset-backed securities lodged with the Securities Commission or approved by the Labuan Financial Services Authority from 1 January 2022 where the company and the person who established the special purpose vehicle solely for the issuance of the asset-backed securities are in the same group.



### ***Real Property Gains Tax (“RPGT”)***

Gains on disposal of investments by the Fund will not be subject to income tax in Malaysia. However, such gains may be subject to RPGT in Malaysia, if the gains are derived from sale of Malaysian real properties and shares in Malaysian real property companies (as defined). Such gains would be subject to RPGT at the applicable rate depending on the holding period of the chargeable assets.

### ***Sales Tax and Service Tax***

The Goods and Services Tax (“GST”) has been replaced by Sales Tax and Service Tax effective from 1 September 2018.

Under the Sales Tax Act 2018, Service Tax Act 2018 and subsidiary legislation, the sales tax rate for taxable goods is 5% or 10% while the service tax rate for taxable services is generally 6%. There are certain goods which are exempted from sales tax.

The issue, holding or redemption of any unit under a trust fund does not fall within the list of taxable services under the First Schedule of the Service Tax Regulations 2018 and hence, is not subject to service tax. The investment activities of the Fund such as buying and selling of securities and deposits in financial institutions are also not subject to service tax. As such, if the Fund is only deriving income from such activities, the Fund is not liable to be registered for service tax.

However, certain expenses incurred by the Fund such as legal fees, consultancy fees and management fees may be subject to service tax at 6%. For management fees, this specifically excludes fees charged by any person who is licensed or registered with the Securities Commission for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007. The service tax incurred by the Fund is a cost to the Fund and is not recoverable, unlike the GST input tax which is claimable under the GST regime.

Based on the Finance Act 2018, the imposition and scope of service tax has been widened to include any imported taxable service. This is effective from 1 January 2019.

### ***Taxation of Unit Holders***

#### ***Income Tax***

Unit holders are taxed on an amount equivalent to their share of the total taxable income of the Fund, to the extent that this is distributed to them. The income distribution from the Fund may carry with it applicable tax credits proportionate to each unit holder’s share of the total taxable income in respect of the tax paid by the Fund. Unit holders will be entitled to utilise the tax credit as a set off against the tax payable by them. Any excess over their tax liability will be refunded to the unit holders.



Corporate unit holders, resident or non-resident in Malaysia, would be taxed at the corporate tax rate of 24% (effective from YA 2016), on distributions of income from the Fund to the extent of an amount equivalent to their share of the total taxable income of the Fund. Corporate unit holders in Malaysia with paid-up capital in the form of ordinary shares of RM2.5 million and below will be subject to a tax rate of 17% on chargeable income of up to RM600,000, effective from YA 2020. This concessionary income tax rate is given only to corporate unit holders having gross business income for the relevant year of assessment of not more than RM50 million, in addition to the share capital requirement. For chargeable income in excess of RM600,000, the tax rate of 24% is still applicable.

However, the said tax rate of 17% on chargeable income of up to RM600,000 would not apply if more than 50% of the paid up capital in respect of ordinary shares of that corporate unit holder is directly or indirectly owned by a related company which has a paid up capital exceeding RM2.5 million in respect of ordinary shares, or vice versa, or more than 50% of the paid up capital in respect of ordinary shares of both companies are directly or indirectly owned by another company.

Based on the Finance Act 2021, a corporate tax rate of 33% rate will be levied on corporate unit holders with chargeable income exceeding RM100 million. Corporate unit holders with chargeable income below RM100 million will still be taxed at tax rate of 24%. This is effective for YA 2022 only.

The tax rate of 33% on chargeable income exceeding RM100 million would not apply to corporate unit holders in Malaysia that qualify for the preferential tax rate of 17% on chargeable income of up to RM600,000.

Individuals and other non-corporate unit holders who are resident in Malaysia will be subject to income tax at scale rates. The scale tax rates range from 0% to 30% with effect from YA 2020.

Individuals and other non-corporate unit holders who are not resident in Malaysia, for tax purposes, are subject to Malaysian income tax at the rate of 30% with effect from YA 2020. Non-resident unit holders may also be subject to tax in their respective jurisdictions and depending on the provisions of the relevant tax legislation and any double tax treaties with Malaysia, the Malaysian tax suffered may be creditable in the foreign tax jurisdiction.

In respect of foreign source income, based on the Ministry of Finance's announcement dated 30 December 2021, all the foreign source income of Malaysian resident individuals (excluding individuals carrying on business in Malaysia through a partnership) remitted into Malaysia from 1 January 2022 until 31 December 2026 would be exempted from tax in Malaysia. However, this is subject to conditions to be met under the guidelines to be issued by the Malaysian Inland Revenue Board.

For non-resident taxpayers (individuals, companies, and others), the foreign source income received in Malaysia remain exempted from income tax in Malaysia.

The distribution of single-tier Malaysian dividends and tax exempt income by the Fund will not be subject to tax in the hands of the unit holders in Malaysia. Units split by the Fund will also be exempt from tax in Malaysia in the hands of the unit holders.





However, based on the Finance Act 2021, the income distributed to a unit holder other than an individual, out of the interest income of a unit trust that is a retail money market fund which is paid or credited by a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013, or any development financial institution regulated under the Development Financial Institutions Act 2002 will be subjected to tax. This is effective from 1 January 2022.

Further, a new withholding tax mechanism is applicable on the above distribution. The income distributed to the unit holder other than an individual will be subject to withholding tax at the rate of 24% and the tax deducted can be utilised to set off against the tax payable by a tax resident unit holder. Withholding tax deducted on the income distributed to a non-individual unit holder who is not a tax resident in Malaysia will be regarded as a final tax. This is effective from 1 January 2022.

Any gains realised by the unit holders (other than financial institutions, insurance companies and those dealing in securities) from the transfer or redemption of the units are generally treated as capital gains which are not subject to income tax in Malaysia. However, certain unit holders may be subject to income tax in Malaysia on such gains, due to specific circumstances of the unit holders.

### **Service Tax**


Only taxable services listed in the First Schedule of the Service Tax Regulations 2018 are subject to service tax, which exclude investment income or gains.

However, legal fees, consultancy fees and management fees may be subject to service tax at 6%. For management fees, this specifically excludes fees charged by any person who is licensed or registered with the Securities Commission for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007.

Based on the Finance Act 2018, the imposition and scope of service tax has been widened to include any imported taxable service. This is effective from 1 January 2019.

The tax position is based on our understanding and interpretation of the Malaysian tax legislations and proposals as they stand at present. All prospective investors should not treat the contents of this letter as advice relating to taxation matters and are advised to consult their own professional advisers concerning their respective investments.

Yours faithfully

  
Digitally signed by  
Neoh Beng Guan  
Date: 2022.01.26  
11:07:47 +08'00'

Neoh Beng Guan  
*Executive Director*

KPMG Tax Services Sdn Bhd

## CHAPTER 10: ADDITIONAL INFORMATION

### 10.1 Reports and up-to-date information relating to the Fund

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

A copy of this Prospectus 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 on our website at [www.tainvest.com.my](http://www.tainvest.com.my). Unit Holders may 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.**

### 10.2 Customer Service

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

- Written confirmation on all transactions and income distributions (if any);
- Unaudited semi-annual report for half year of the Fund's financial year; and
- Audited annual report for the Fund's financial year-end.

If you have any questions about the information in this Prospectus or would like to know more about investing in any investment funds managed by the Manager, please contact our authorised distributors or our Customer Service Officers on our 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 the offices of TAIM as disclosed in Chapter 12 of this Prospectus.

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

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

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

### 10.3 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.



## Prospectus in respect of the TA Global Absolute Alpha-i Fund

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### 10.4 Deed(s)

Principal Deed	28 January 2022
Supplementary Deed(s)	Nil.

### 10.5 Financial Year End

31 July

### 10.6 Unclaimed Moneys Policy

Any moneys (other than unclaimed income distribution) payable to/by 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.

### 10.7 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 at the end of the expiry date 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.

### 10.8 Consent Statement

The Trustee, the Trustee's delegate (custodian function), Shariah Adviser and the External Investment Manager have given their consent for the inclusion of their names and statements in the form and context in which they appear in this Prospectus and have not withdrawn such consent. The tax adviser has given its consent for the inclusion of its name and the tax adviser's letter in the form and context in which they appear in this Prospectus and has not withdrawn such consent.

**CHAPTER 11: DOCUMENTS AVAILABLE FOR INSPECTION**

The copies of the following documents are available for inspection at the registered office of the Manager or such other place as the SC may determine:

- a) The Deed and the supplemental deed(s) of the Fund (if any);
- b) The Prospectus and the supplementary or replacement prospectus (if any);
- c) The latest annual and semi-annual reports of the Fund;
- d) Each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts (if any);
- e) The audited financial statements of the Manager and the Fund for the current financial year (where applicable) and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- f) All reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus (if any). Where a summary expert's report is included in the Prospectus, the corresponding full expert's report should be made available for inspection (if any);
- g) Writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus; and
- h) All consents given by experts disclosed in the Prospectus.

## CHAPTER 12: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTIONAL UNIT TRUST ADVISERS AND AUTHORIZED DISTRIBUTORS

### Head Office

TA Investment Management Berhad  
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  
Toll Free: 1-800-38-7147  
Email address: [investor.taim@ta.com.my](mailto:investor.taim@ta.com.my)  
Website: [www.tainvest.com.my](http://www.tainvest.com.my)

**Miri Business Centre** Lot 1251, 1<sup>st</sup> Floor,  
Centrepoin 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 Business Centre** L204, 1<sup>st</sup> 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.

In accordance with the requirements of the Capital Markets and Services Act 2007, this Form should not be circulated unless accompanied by the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any). Investors are required to read and understand the contents in the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any) and Product Highlights Sheet of the Funds before completing this Form. Complete in <b>BLOCK LETTERS</b> , preferably in <b>BLACK INK</b> and tick (✓) where applicable.					<input type="checkbox"/> Individual <input type="checkbox"/> Individual with Joint <input type="checkbox"/> Corporate		<input type="checkbox"/> Cash Investment <input type="checkbox"/> EPF Investment EPF No. ....					
<b>1. INDIVIDUAL – PRINCIPAL APPLICANT</b>												
Full Name (as in NRIC/ Passport):					NRIC No:		Passport No:		Passport expiry date:			
Date of Birth (DD/MM/YYYY):		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others: .....		Race <input type="checkbox"/> Bumiputra <input type="checkbox"/> Chinese <input type="checkbox"/> Indian <input type="checkbox"/> Others .....		Nationality <input type="checkbox"/> Malaysian <input type="checkbox"/> Non Malaysian (please specify Country/Citizenship below): Country: ..... Citizenship: .....					
Estimated Net Worth (or equivalent in foreign currency) <input type="checkbox"/> ≤RM100K <input type="checkbox"/> RM100,001-RM500,000 <input type="checkbox"/> RM500,001-RM1.0 Mil <input type="checkbox"/> ≥RM1.0 Mil ≤ RM3.0 Mil <input type="checkbox"/> ≥ RM3 Mil				Occupation <input type="checkbox"/> Student <input type="checkbox"/> Non - Executive <input type="checkbox"/> Executive <input type="checkbox"/> Management <input type="checkbox"/> Director <input type="checkbox"/> Businessman <input type="checkbox"/> Professional <input type="checkbox"/> Pensioner <input type="checkbox"/> Others (please specify): .....								
Annual Income <input type="checkbox"/> N/A <input type="checkbox"/> Below RM72,000 <input type="checkbox"/> RM72,001 to RM120,000 <input type="checkbox"/> RM120,001 to RM300,000 <input type="checkbox"/> RM300,001 to RM600,000 <input type="checkbox"/> RM600,001 and above												
Source of Income <input type="checkbox"/> Business <input type="checkbox"/> Employment <input type="checkbox"/> Savings <input type="checkbox"/> Inheritance <input type="checkbox"/> Others (please specify) .....												
Religion <input type="checkbox"/> Islam <input type="checkbox"/> Christian <input type="checkbox"/> Hindu <input type="checkbox"/> Buddhist <input type="checkbox"/> Others:.....						Mother's Maiden Name:						
<b>BUSINESS / EMPLOYMENT DETAILS – PRINCIPAL APPLICANT</b>												
Name of Company/Employer:												
Nature of Business:						Designation:						
<b>2. INDIVIDUAL – JOINT APPLICANT</b>												
Full Name (as in NRIC/ Passport):					NRIC No:		Passport No:				Passport expiry date:	
Date of Birth (DD/MM/YYYY):		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Other: .....		Race <input type="checkbox"/> Bumiputra <input type="checkbox"/> Chinese <input type="checkbox"/> Indian <input type="checkbox"/> Others .....		Nationality <input type="checkbox"/> Malaysian <input type="checkbox"/> Non Malaysian (please specify Country/Citizenship below): Country: ..... Citizenship: .....					
Estimated Net Worth (or equivalent in foreign currency) <input type="checkbox"/> ≤RM100K <input type="checkbox"/> RM100,001-RM500,000 <input type="checkbox"/> RM500,001-RM1.0 Mil <input type="checkbox"/> ≥RM1.0 Mil ≤ RM3.0 Mil <input type="checkbox"/> ≥ RM3 Mil				Occupation <input type="checkbox"/> Student <input type="checkbox"/> Non - Executive <input type="checkbox"/> Executive <input type="checkbox"/> Management <input type="checkbox"/> Director <input type="checkbox"/> Businessman <input type="checkbox"/> Professional <input type="checkbox"/> Pensioner <input type="checkbox"/> Others (please specify): .....								
Annual Income <input type="checkbox"/> N/A <input type="checkbox"/> Below RM72,000 <input type="checkbox"/> RM72,001 to RM120,000 <input type="checkbox"/> RM120,001 to RM300,000 <input type="checkbox"/> RM300,001 to RM600,000 <input type="checkbox"/> RM600,001 and above												
Source of Income <input type="checkbox"/> Business <input type="checkbox"/> Employment <input type="checkbox"/> Savings <input type="checkbox"/> Inheritance <input type="checkbox"/> Others (please specify) .....												
Religion <input type="checkbox"/> Islam <input type="checkbox"/> Christian <input type="checkbox"/> Hindu <input type="checkbox"/> Buddhist <input type="checkbox"/> Others:.....						Relationship with Principal Applicant:						
Phone No: (House)			Mobile No:			Email:						
<b>BUSINESS / EMPLOYMENT DETAILS – JOINT APPLICANT</b>												
Name of Company/Employer:						Nature of Business:						
Designation:			Phone No: (Office)			Email:						
<b>3. NON-INDIVIDUAL (COMPANY / INSTITUTION / ASSOCIATION / ORGANIZATION)</b>												
Name of Company/ Institution (as per Certificate of Incorporation):						Company Registration No:						
Beneficial Owner (if applicable):					NRIC No:		Passport No:				Passport expiry date:	
Nature of Business:						Date of Incorporation (DD/MM/YYYY):						
Authorised Contact Person 1:						Phone No:						
Authorised Contact Person 2:						Phone No:						
Estimated Net Worth (or equivalent in foreign currency) <input type="checkbox"/> ≤RM100K <input type="checkbox"/> RM100,001-RM500,000 <input type="checkbox"/> RM500,001-RM1.0 Mil <input type="checkbox"/> ≥RM1.0 Mil ≤ RM3.0 Mil <input type="checkbox"/> ≥ RM3 Mil			Status <input type="checkbox"/> Incorporated in Malaysia, Bumiputra Controlled <input type="checkbox"/> Incorporated in Malaysia, Non-Bumiputra Controlled <input type="checkbox"/> Incorporated outside Malaysia <input type="checkbox"/> Others (please specify) .....				Source of Income <input type="checkbox"/> Disposal of non-core business / assets / investments <input type="checkbox"/> Fund raising exercise such as rights issue <input type="checkbox"/> Cash in hand / surplus fund / working capital <input type="checkbox"/> Others (please specify) .....					

**4. CORRESPONDENCE ADDRESS (INDIVIDUAL & NON-INDIVIDUAL)**

*(Please complete all and select "one" of the address provided below to be your Correspondence Address)*

Permanent/Home Address (Individual) / Registered Office Address (Non-Individual):				<input type="checkbox"/> Please select if this is your preferred Correspondence Address:	
Postcode:	Town:	State:	Country:		
Phone No: (House)	Mobile No:	Email:			
Business/Office Address (Individual) / Place of Business (Non-Individual):				<input type="checkbox"/> Please select if this is your preferred Correspondence Address:	
Postcode:	Town:	State:	Country:		
Phone No: (Office)	Fax No:	Email:			

**If you are using P.O. Box, please indicate reason for using the address:**

No postal service available       Others (please specify): .....

**5. INITIAL INVESTMENT**

	Fund Name	Classe(es)^ of Unit	Distribution Instruction Reinvest / Payout	Sales Charge%	Investment Amount
1.			<input type="checkbox"/> Reinvest <input type="checkbox"/> Payout		
2.			<input type="checkbox"/> Reinvest <input type="checkbox"/> Payout		
3.			<input type="checkbox"/> Reinvest <input type="checkbox"/> Payout		
4.			<input type="checkbox"/> Reinvest <input type="checkbox"/> Payout		
5.			<input type="checkbox"/> Reinvest <input type="checkbox"/> Payout		

*^ For Class(es), please specify Class name: eg. USD Class/AUD Class Hedged/ SGD Class/ MYR Class/ MYR Hedged Class, etc. (Please refer to the relevant Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any) and Product Highlights Sheet for the Class(es) to invest)*

**Total**

**Note:**

*All applicant intending to invest in a Class other than MYR Class and MYR Hedged Class are required to have a foreign currency account maintained with approved financial institution.*

Purpose of investment     Savings     Retirement     Education Funding     Others (please specify) .....

**6. INVESTMENT PAYMENT DETAILS**

Cheque / Banker's Cheque / Cashier's Cheque No: .....       Online Transfer: .....

Transaction Over the Bank Counter /Telegraphic Transfer: .....

- 1) Cheque without the applicant name printed on it must be accompanied with the bank statement.
- 2) For banker's cheque & cashier's cheque, must provide copy of the bank application form.
- 3) Enclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank statement for verification of applicant(s) name and bank account number.
- 4) No payment from a third party account of the applicant is allowed.

**7. DISTRIBUTION INSTRUCTIONS**

Please tick (✓) either one of the following box.

Reinvestment of Unit       Cash Payment\* (please complete the bank details) **Bank details must belong to the Applicant(s) Name as per the form.**

Individual Account       Joint Account       Corporate Account

Principal Applicant Name / Corporate Name (as per bank record):

Joint Account Name (as per bank record):

Bank Name:

Bank Account Number:

Currency:     MYR       Other Currency Class: .....      Bank Swift Code:.....

**8. CONSENT FOR ELECTRONIC COMMUNICATION**

Please tick (✓) the appropriate box to confirm on the channel to receive communication and information.

**If the below box is not ticked, by default, all communication will be via email.**

- Receive statement, reports and notices via email only.
- Request hardcopy of statement, reports and notices to be mailed to Correspondence Address.

**9. TAX RESIDENCY STATUS**

**(A) FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") DECLARATION**

*(Note: Only individual investors are required to complete the following U.S. indicia questionnaire, legal entity(s) or corporate clients do not have to complete the following U.S. indicia questionnaire)*

**U.S Indicia Questionnaire:**

Do you possess any of the following U.S. indicia ? If yes, please indicate.

- 1. U.S. citizen/tax resident (U.S. passport/ green card holder, U.S taxpayer, etc.) ?  No  Yes
- 2. U.S. place of birth?  No  Yes
- 3. U.S. address (residence/ mailing/ P.O Box) ?  No  Yes
- 4. U.S. telephone number?  No  Yes
- 5. Standing instructions to pay amounts from TAIM account to an account maintained in the U.S ?  No  Yes

**I/We hereby declare that I am/we are**

- Non-U.S. Individual(s) with no U.S. indicia
- Non-U.S. Individual(s) with U.S. indicia / Non-U.S. Legal Entity(s) (provide Form W-8)

If there is any update to the account information/FATCA status or if updates provided reveal any U.S. indicia or change to FATCA status. I/we hereby agree to notify and furnish TA Investment Management Berhad ("TAIM") with the relevant documentary evidence within 30 days of such change. I/We consent to and authorise TAIM to perform any of the following, if applicable:

- 1. Withhold any applicable payments in the account.
- 2. Report or disclose all relevant information relating to or arising from the account.
- 3. Terminate (with prior notice) my/our contractual relationship(s) with TAIM.

**Note: For further clarification, please consult your tax adviser**

**(B) CRS SELF-CERTIFICATION FORM ("CRS") FORM**

*(Note: Please tick (✓) box that is applicable)*

*In accordance with the regulatory requirement, TAIM is required to collect and report information about tax residence(s) status. (Each applicant to complete separate CRS Form)*

- Individual – Principal Applicant - complete and sign CRS Self-Certification Form (Individual), page 7
- Individual – Joint Applicant – complete and sign CRS Self-Certification Form, (Individual) page 8
- Non-Individual Applicant - complete and sign (i) CRS Self-Certification Form (Entity), page 10 & 11  
(ii) CRS Self-Certification Form (Controlling Person), page 14 & 15

**10. ACCOUNT OPERATING INSTRUCTION**

**For Joint Application,** please tick (✓) for future transaction. If no instruction given, Principal Applicant is recognised as the authorised signatory.

- Principal Applicant To Sign
- Either One To Sign
- Both To Sign

**11. DECLARATION & SIGNATURE**

I/We hereby declare that have received, read and understood the contents of the relevant Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any), and agree to abide by the Notes and Conditions as specified prior to completing this application.

I/We wish to invest in the Fund(s) mentioned above and agree to be bound by the provisions of the Deed(s).

I/We declare that the above particulars are true and complete and that no information was withheld that may influence the acceptance of this application.

I/We declare that this application is not funded by gains from any unlawful activities.

I/We are aware on the fees and charges that will be incurred directly or indirectly when investing in the Fund.

I/We irrevocably consent & authorise TAIM to disclose any informations/documents relating to TAIM from time to time as TAIM deems fit in its absolute discretion.

I/We consent to the use of my personal data as per notice (please read the Personal Data Protection Act 2010 under Notes and Conditions).

I/We declare the personal data information given by me/us is accurate, complete and not misleading.

I/We hereby agree to indemnify TAIM against any actions, proceedings, claims, losses, damages and costs which be brought against, suffered or incurred by TAIM as a result of any inaccuracy of declarations herein.

I/We declare am/are not an undischarged bankrupt nor has any petition for bankruptcy been filed against me/us.

I/We declare, where applicable, to be the authorised person to act on behalf of a person where information of such person is declared under section "Beneficial Owner".

Signature is not required for joint applicant who is below 18 years old. In the event there is a change in the Authority To Operate Account when the minor turns 18 years old, a fresh instruction has to be given by the Principal Applicant. (Not applicable for Wholesale Fund investors)

Principal Applicant / Authorised Signatory 1 Date	Joint Applicant / Authorised Signatory 2 (if any) Date	Company Seal or Stamp
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**FOR DISTRIBUTOR'S USE ONLY**

**FOR OFFICE USE ONLY**

<input type="checkbox"/> UTC <input type="checkbox"/> IUTA <input type="checkbox"/> Business Centre <input type="checkbox"/> TAIM, HQ	Name:	Remarks	Attended By/ Date	
	Code:		Approved By/ Date	
	Date:	Received By/Date	Processed By/Date	Verified By/ Date

This Investor Suitability Assessment Form will guide you in choosing the unlisted capital market products that suit your investment objective, risk tolerance, financial profile and investment experience. The information you provide will form the basis of our recommendation. It is important to provide accurate and complete information to ensure that suitable unlisted capital market products are recommended according to your investment needs and objectives. Any misleading, inaccurate or incomplete information provided by the investor will effect the outcome of the recommendation made. In such a case, TA Investment Management Berhad and its authorised distributors may not be held liable for such recommendation.

**Note:**

- All investors should complete the suitability assessment form (SA), including the first time investor, investor who wants to invest in different category of fund from his/her earlier risk profile result and for same investor who maintain the investment account with different agent.
- Only High Net-Worth Entity may opt out from completing the SA.
- For joint account, the principal applicant answers for Section 1A and 1B will be treated as representing the joint response of both (principal & joint) applicant and both agreed to declare and sign at Section 4.

All information will be treated with strictest confidence.

**Section 1 – Suitability Assessment**

Please circle your scores:

Section 1A – Financial Profile Questions	Score	Section 1B - Suitability Assessment Questions	Score
1. Which range best describes your personal annual income. a. N/A b. Below RM72,000 c. RM72,001 to RM120,000 d. RM120,001 to RM300,000 e. RM300,001 to RM600,000 f. RM600,001 and above	[ 0 ] [ 2 ] [ 4 ] [ 6 ] [ 8 ] [10]	2. Which statement best describes your experience and knowledge in investments? a. Very limited (little knowledge) b. Basic knowledge (understand the differences between equities, bonds and fixed income) c. Fair amount of knowledge (aware of different Investment options and their risks) d. Considerable knowledge (understand different investment philosophies) e. Extensive knowledge (complete understanding of investment products and strategies)	[ 0 ] [ 4 ] [ 6 ] [ 8 ] [10]
3. How certain are you that your various sources of income will be stable in the future? a. Uncertain b. Somewhat certain c. Certain	[ 2 ] [ 5 ] [10]	4. What is your risk tolerance level towards losses? a. 0% b. 0% to 2% c. 2% to 5% d. 5% to 10% e. More than 10%	[ 0 ] [ 2 ] [ 4 ] [ 6 ] [ 8 ]
5. How old are you? a. Below 40 b. 40 to 44 c. 45 to 49 d. 50 to 60 e. 60 above	[10] [ 8 ] [ 6 ] [ 4 ] [ 2 ]	6. Suppose over a horizon of two to three years, your portfolio lost 25% of its initial value. What would you do? a. sell all the investment and reinvest more conservatively. b. sell the majority of the investment, moving it to a more conservative investment and allow to regain the value. c. do nothing, realizing that the investment will rebound with the markets. d. add to the investment, in order to take advantage of lower prices.	[ 2 ] [ 4 ] [ 6 ] [ 8 ]
7. What is the percentage that this investment will represent as a portion of your total investments? a. More than 75% b. 50% to 70% c. Less than 50%	[ 0 ] [ 5 ] [10]	8. How much of your investment do you expect to redeem over 3 years? a. 0% b. Up to 25% c. Up to 50% d. Up to 100%	[10] [ 6 ] [ 4 ] [ 0 ]
9. For how many years will you remain invested? a. More than 20 years b. 10 to 20 years c. 5 to 10 years d. 3 to 5 years e. Less than 2 years	[10] [ 8 ] [ 6 ] [ 4 ] [ 2 ]	10. How frequent do you wish to review your investment? a. seldom, I want to focus on other things. b. once a year, when I meet with the advisor to review my financial plan. c. once a quarter, because I like to keep on top of things. d. monthly or weekly because I enjoy keeping track of my investments.	[ 8 ] [ 6 ] [ 4 ] [ 2 ]

Total the score for questions 1 to 10

Total Score	Tick (✓)	Type of Fund	Your Investment Profile
Below 30 points		-Low Risk	<b>Conservative</b> You are a conservative investor who is looking for low risk investment and at the same time preservation of capital is very important to you. You are prepared to sacrifice higher returns for peace of mind.
30 – 69 points		-Low Risk -Medium Risk	<b>Moderate</b> You are a balanced investor who can accept some risks to your capital. You require an investment that has some potential to grow in value over the medium-to-long term.
Above 70 points		-Low Risk -Medium Risk -High Risk	<b>Aggressive</b> You seek capital growth over the long-term and are prepared to accept higher amount of risk of your potential capital appreciation.

Section 2 – Recommendation (to be completed by authorised adviser)	
TAIM Fund Name	3 <sup>rd</sup> Party Fund Name
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
I recommend the above investment fund to the investors	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, the reason for the recommendation	<input type="checkbox"/> According to investor's investment objective <input type="checkbox"/> To meet the investor's financial <input type="checkbox"/> Other: _____ (please specify)
If No, the reason for the non-recommendation	<input type="checkbox"/> Investor's choice/preference <input type="checkbox"/> Other: _____ (please specify)

Section 3 - Investor's Declaration		
<i>Based on the completion of this form, I/We acknowledge the following (Compulsory)</i>	Yes	No
The adviser has explained and I/we have understood the features and risks of the Fund.	<input type="checkbox"/>	<input type="checkbox"/>
All information disclosed is true, complete and accurate.	<input type="checkbox"/>	<input type="checkbox"/>
I/We acknowledge receipt of a copy of Product Highlights Sheet and the relevant disclosure documents which have been given to me/us.	<input type="checkbox"/>	<input type="checkbox"/>
I/We decline to provide certain information required for Investor Suitability Assessment Form and that this may adversely affect my/our suitability assessment.	<input type="checkbox"/>	<input type="checkbox"/>
I/We <b>disagree</b> with the above profiling. I/We fully understand the investment risk involved and have decided to purchase another unlisted capital market product that is not recommended by the product distributor.	<input type="checkbox"/>	<input type="checkbox"/>
I/We <b>agree</b> with the above profiling. I/we fully understand the investment risk involved and have decided to purchase another unlisted capital market product that is not recommended by the product distributor.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Only for High Net-Worth Entity</b> I/We <b>do not agree</b> to participate in this assessment.	<input type="checkbox"/>	

\_\_\_\_\_  
Principal Applicant/  
Authorised Signatory 1

\_\_\_\_\_  
Joint Applicant/  
Authorised Signatory 2

\_\_\_\_\_  
Company Seal or Stamp

**Section 4 - Adviser's - Unit Trust Consultant (UTC) /Institutional Unit Trust Advisers (IUTA) Declaration**

- I declare that:
- The information provided to me in this Suitability Assessment is strictly confidential and is used for the purpose of fact finding and to facilitate the advisory process.
  - I have explained all the required information to you and have attached the relevant documents.
  - I am a trained/qualified and licensed UTC/IUTA by Federation of Investment Managers Malaysia (FiMM).

<b>Signature</b> :	
<b>Adviser's Name</b> :	
<b>Adviser's Code</b> :	
<b>Date</b> :	

**For Office Use:**

<b>Received By / Date :</b>	<b>Processed By / Date :</b>	<b>Verified By / Date :</b>

**WARNING**  
THE RECOMMENDATION IS MADE BASED ON INFORMATION OBTAINED FROM THE SUITABILITY ASSESSMENT. INVESTORS ARE ADVISED TO EXERCISE JUDGEMENT IN MAKING AN INFORMED DECISION IN RELATION TO THE UNLISTED CAPITAL MARKET PRODUCT.



**INSTRUCTIONS** (Please read these instructions before completing the form)

- In accordance with regulatory requirement, TAIM is required to collect and report information about your tax residence(s) status. If you are a tax resident outside the country where your account is held, we may be obliged to transmit your information to Inland Revenue Board of Malaysia ("IRBM") and they may exchange your information between different countries' tax authorities.
- This form will remain valid unless there is a change in circumstances relating to information, such as the account's tax status or other mandatory field information that makes this form incorrect or incomplete. In that case you must notify TAIM and provide an updated self-certification.
- Please fill in this form if you are an individual account holder, sole trader or sole proprietor.
- For joint or multiple account holders, use a separate form for each individual person.
- Where you need to self-certify on behalf of an entity account holder, do not use this form. Instead, you will need to complete an "Entity tax residency self-certification form". Similarly, if you are a controlling person of an entity, please fill in a "Controlling person tax residency self-certification form" instead of this form.
- Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act ("FATCA"), you may still need to provide additional information for the CRS as this is a separate regulation.

**As a financial institution, we are not allowed to give tax advice.**

- Your tax adviser may be able to assist you in answering specific questions on this form. Your domestic tax authority can provide guidance regarding how to determine your tax status.
- You can also find out more, including a list of jurisdictions that have signed agreements to automatically exchange information, along with details about the information being requested, on the OECD automatic exchange of information portal at:  
<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>

Please complete in **BLOCK LETTERS**

**PART 1. IDENTIFICATION OF INDIVIDUAL - PRINCIPAL APPLICANT**

First Name (Given Name)
Last Name (Family Name)
Identification No.

*If your legal name is a single name, the first name data element should be completed as "NFN" (No First Name) and the last name field should be completed with account holder's single name.*

**PART 2. TAX RESIDENCY DECLARATION**

Please tick one option and complete as appropriate:

- (i)  I am a tax resident of Malaysia and I do not have tax residency with other countries.
- (ii)  I am a tax resident of Malaysia and I **have** tax residency with other countries.
- (iii)  I am not a tax resident of Malaysia and do not have tax residency with other countries.
- (iv)  I am not a tax resident of Malaysia and **have** tax residency with other countries.

If you select (ii) or (iv), please complete the following table.

No	Country/Jurisdiction of tax residence	Taxpayer ID No. (TIN)	If TIN is not available, please indicate Reason A, B or C	If selected Reason C, please give explain why unable to obtain TIN.
1.				
2.				
3.				
4.				
5.				

*If the tax resident is more than (5) countries, please use a separate sheet.*

- Reason A: The country/jurisdiction where the Account Holder is resident does not issue TINs to its resident.
- Reason B: No TIN is required. (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).
- Reason C: The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the above table if you have selected this reason).

**PART 3. DECLARATION & SIGNATURE**

I understand that the information provided by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with TA Investment Management Berhad ("TAIM") setting out how TAIM may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be reported to tax authorities of the country/jurisdiction in which this account(s) is maintained and exchanged with tax authorities of another country/jurisdiction in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Account Holder (or am authorised to sign for the Account Holder) of all the account(s) to which this form relates.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I undertake to advise TAIM within 30 days of any change in circumstance which affects the tax residency status of the Account Holder or causes the information contained herein to become incorrect or incomplete, and to provide TAIM with a suitably updated Self-Certification and Declaration within 30 days of such change in circumstances.

Signature: Date:	Note: If you are not the Account Holder, please indicate the capacity in which you are signing the form. If signing under power of attorney, please also attach a certified copy of the power of attorney.  Capacity: .....
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Please complete in **BLOCK LETTERS**

<b>PART 1. IDENTIFICATION OF INDIVIDUAL – JOINT APPLICANT</b>
First Name (Given Name)
Last Name (Family Name)
Identification No.

*If your legal name is a single name, the first name data element should be completed as "NFN" (No First Name) and the last name field should be completed with account holder's single name.*

**PART 2. TAX RESIDENCY DECLARATION**

Please tick one option and complete as appropriate:

- (i)  I am a tax resident of Malaysia and I do not have tax residency with other countries.
- (ii)  I am a tax resident of Malaysia and I **have** tax residency with other countries.
- (iii)  I am not a tax resident of Malaysia and do not have tax residency with other countries.
- (iv)  I am not a tax resident of Malaysia and **have** tax residency with other countries.

If you select (ii) or (iv), please complete the following table.

No	Country/Jurisdiction of tax residence	Taxpayer ID No. (TIN)	If TIN is not available, please indicate Reason A, B or C	If selected Reason C, please give explain why unable to obtain TIN.
1.				
2.				
3.				
4.				
5.				

*If the tax resident is more than (5) countries, please use a separate sheet.*

Reason A: The country/jurisdiction where the Account Holder is resident does not issue TINs to its resident.

Reason B: No TIN is required. (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

Reason C: The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the above table if you have selected this reason).

**PART 3. DECLARATION & SIGNATURE**

I understand that the information provided by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with TA Investment Management Berhad ("TAIM") setting out how TAIM may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be reported to tax authorities of the country/jurisdiction in which this account(s) is maintained and exchanged with tax authorities of another country/jurisdiction in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Account Holder (or am authorised to sign for the Account Holder) of all the account(s) to which this form relates.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I undertake to advise TAIM within 30 days of any change in circumstance which affects the tax residency status of the Account Holder or causes the information contained herein to become incorrect or incomplete, and to provide TAIM with a suitably updated Self-Certification and Declaration within 30 days of such change in circumstances.

Signature: Date:	Note: If you are not the Account Holder, please indicate the capacity in which you are signing the form. If signing under power of attorney, please also attach a certified copy of the power of attorney. Capacity: .....
---------------------	---

**INSTRUCTIONS** (Please read these instructions before completing the form)

- In accordance with regulatory requirement, TAIM is required to collect and report information about your tax residence(s) status. If you are a tax resident outside the country where your account is held, we may be obliged to transmit your information to Inland Revenue Board of Malaysia ("IRBM") and they may exchange your information between different countries' tax authorities.
- This form will remain valid unless there is a change in circumstances relating to information, such as the account's tax status or other mandatory field information, that makes this form incorrect or incomplete. In that case you must notify TAIM and provide an updated self-certification.
- Please complete this form if you are doing so on behalf of an entity account holder.
- If you are an individual account holder or sole trader or sole proprietor do not complete this form. Instead, please complete an "*Individual tax residency self-certification form*".
- Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act ("FATCA"), you may still need to provide additional information for the CRS as this is a separate regulation.

**As a financial institution, we are not allowed to give tax advice.**

- Your tax adviser may be able to assist you in answering specific questions on this form. Your domestic tax authority can provide guidance regarding how to determine your tax status.
- You can also find out more, including a list of jurisdictions that have signed agreements to automatically exchange information, along with details about the information being requested, on the OECD automatic exchange of information portal at:  
<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>

**CRS SELF-CERTIFICATION FORM  
(ENTITY)**

Please complete in **BLOCK LETTERS**

<b>PART 1. IDENTIFICATION OF ACCOUNT HOLDER</b>
Name of Entity/Organisation <i>(as per Company Registration Certificate)</i>
Company Registration No.
Country of Incorporation

**PART 2. TAX RESIDENCY DECLARATION**

Please tick one option and complete as appropriate:

- (i)  I/We acknowledge this entity is a tax resident of Malaysia and do not have tax residency with other countries.
- (ii)  I/We acknowledge this entity is a tax resident of Malaysia and **have** tax residency with other countries.
- (iii)  I/We acknowledge this entity is not a tax resident of Malaysia and do not have tax residency with other countries.
- (iv)  I/We acknowledge this entity is not a tax resident of Malaysia and **have** tax residency with other countries.

If you select (ii) or (iv), please complete the following table.

No	Country/Jurisdiction of tax residence	Taxpayer ID No. (TIN)	If TIN is not available, please indicate Reason A, B or C	If selected Reason C, please give explain why unable to obtain TIN.
1.				
2.				
3.				
4.				
5.				

*If the tax resident is more than (5) countries, please use a separate sheet.*

Reason A: The country/jurisdiction where the Account Holder is resident does not issue TINs to its resident.

Reason B: No TIN is required. (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

Reason C: The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the above table if you have selected this reason).

**PART 3. ENTITY TYPE**

Please provide the Account Holder's Status by selecting one of the followings:

**1. Financial Institution**

- a) Depository Institution, Custodial Institution or Specified Insurance Company
- b) An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution   
*If this box is ticked, please provide the names and complete "Controlling Person Self-Certification Form" for each of your Controlling Persons.*
- c) Other Investment Entity

**2. Non-Financial Entity (NFE)**

- d) **Active NFE** - a Government Entity or Central Bank, an International Organisation, other (e.g. non-listed entity or non-profit organization).
- e) **Active NFE** - a corporation the stock of which is regularly traded on an established securities market & a corporation which is a related entity of such a corporation.

*Please provide the name of the established securities market on which the corporation is regularly traded.*

.....  
*If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation.*

- f) **Passive NFE** – NFE that is not an active NFE   
*If this box is ticked, please provide the names and complete "Controlling Person Self-Certification Form" for each of your Controlling Persons.*

Indicate the names of all controlling person(s) of the Account Holder in the table below: (each individual controlling person must complete separate "Controlling Person Self-Certification Form").

<b>PART 4. NAME OF CONTROLLING PERSON</b>	
1.	
2.	
3.	

<b>PART 5. DECLARATION &amp; SIGNATURE</b>
--

I/We understand that the information provided by me/us are covered by the full provisions of the terms and conditions governing the Account Holder's relationship with TA Investment Management Berhad ("TAIM") setting out how TAIM may use and share the information supplied by me/us.

I/We acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be reported to tax authorities of the country/jurisdiction in which this account(s) is maintained and exchanged with tax authorities of another country/jurisdiction in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I/We certify that I/we are authorised to sign for the Account Holder in respect of all the account(s) to which this form relates.

I/We declare that all statements in this declaration are, to the best of my/our knowledge and belief, correct and complete.

I/We undertake to advise TAIM within 30 days of any change in circumstance which affects the tax residency status of the Account Holder or causes the information contained herein to become incorrect or incomplete, and to provide TAIM with a suitably updated Self-Certification and Declaration within 30 days of such change in circumstances.

Authorised Signatory 1: Name: Date:	Authorised Signatory 2: Name: Date:	Note: If signing under power of attorney, please also attach a certified copy of the power of attorney. Capacity: .....
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## DEFINITIONS

### Account Holder

The "Account Holder" means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. This is regardless of whether such person is a flow-through Entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a Financial Account, the trust or the estate is the Account Holder, rather than the trustee or the trust's owners or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a Financial Account, the partnership is the Account Holder, rather than the partner in the partnership. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account, and such other person is treated as holding the account.

### Active NFE

An NFE is an Active NFE if it meets any of the criteria listed below. In summary, those criteria refer to

- active NFEs by reason of income and assets;
- publicly traded NFEs;
- Governmental Entities, International Organisation, Central Banks, or their wholly owned Entities;
- holding NFEs that are members of a nonfinancial groups;
- star-up NFEs;
- NFEs that are liquidating or emerging from bankruptcy;
- treasury centres that are members of a nonfinancial group; or
- non-profit NFEs.

### Controlling Person(s)

Controlling Person(s) are the natural person(s) who exercises control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE") then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

### Entity

The term "Entity" means a legal person or a legal arrangement such as a corporation, organisation, partnership, trust or foundation. The term covers any person other than an individual (i.e. a natural person)

### Financial Institution

The term "Financial Institution" means a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company". Please see the relevant domestic guidance and the CRS for further classification definitions that apply to Financial Institutions.

### NFE

"NFE" is an Entity that is not a Financial Institution.

### Passive NFE

Under the CRS a "Passive NFE" means any NFE that is not an Active NFE. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution is also treated as a Passive NFE for purposes of the CRS.

### Related Entity

An Entity is a "Related Entity" of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

### Reportable Person

A "Reportable Person" defined as a "Reportable Jurisdiction Person", other than:

- a corporation the stock of which is regularly traded on one or more established securities markets;
- any corporation that is a related Entity of a corporation described in clause (i);
- a Governmental Entity;
- an International Organisation;
- a Central Bank; or a Financial Institution (except for an Investment Entity described in Sub Paragraph A (6) b) of the CRS that are not Participating Jurisdiction Financial Institutions. Instead, such Investment Entities are treated as Passive NFE's)

### Reportable Account

The term "Reportable Account" means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

**INSTRUCTIONS** (Please read these instructions before completing the form)

- In accordance with regulatory requirement, TAIM is required to collect and report information about your tax residence(s) status. If you are a tax resident outside the country where your account is held, we may be obliged to transmit your information to Inland Revenue Board of Malaysia ("IRBM") and they may exchange your information between different countries' tax authorities.
- This form will remain valid unless there is a change in circumstances relating to information, such as the account's tax status or other mandatory field information, that makes this form incorrect or incomplete. In that case you must notify TAIM and provide an updated self-certification.
- Please fill in this form if the account holder is a Passive NFE, or an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.
- Where you need to self-certify on behalf of an entity account holder, do not use form. Instead, you will need an "Entity tax residency self-certification". Similarly, if you're an individual account holder, sole trader or sole proprietor, then please complete an "Individual tax residency self-certification".
- If you are filling in this form on behalf of a controlling person, please tell us in what capacity you are signing this form. (For example you may be the Passive NFE Account Holder, or completing the form under a power of attorney).
- For joint or multiple controlling persons, use a separate form for each individual person.
- Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act ("FATCA"), you may still need to provide additional information for the CRS as this is a separate regulation.

**As a financial institution, we are not allowed to give tax advice.**

- Your tax adviser may be able to assist you in answering specific questions on this form. Your domestic tax authority can provide guidance regarding how to determine your tax status.
- You can also find out more, including a list of jurisdictions that have signed agreements to automatically exchange information, along with details about the information being requested, on the OECD automatic exchange of information portal at:  
<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>



Please complete in **BLOCK LETTERS**

**PART 1. IDENTIFICATION OF CONTROLLING PERSON**

**A. Name of Controlling Person**

First Name (Given Name)

Last Name (Family Name)

Identification No.

*If your legal name is a single name, the first name data element should be completed as "NFV" (No First Name) and the last name field should be completed with account holder's single name.*

**B. Current Residence Address**

Address:

Postcode:

Town:

State:

Country:

Contact No:

Mobile No:

Email:

**C. Mailing Address** *(please only complete if different to the address shown in Section B)*

Address

Postcode:

Town:

State:

Country:

Contact No:

Mobile No:

Email:

**D. Date and Place of Birth:**

Date of Birth (dd/mm/yyyy):

Town or City of Birth:

Country of Birth:

**E. Please enter the legal name of the relevant Entity Account Holder(s) of which you are a Controlling Person**

Legal Name of **Entity 1**

Legal Name of **Entity 2**

Legal Name of **Entity 3**

**PART 2. TAX RESIDENCY DECLARATION**

Please tick one option and complete as appropriate:

- (i)  I am a tax resident of Malaysia and I do not have tax residency with other countries.
- (ii)  I am a tax resident of Malaysia and I **have** tax residency with other countries.
- (iii)  I am not a tax resident of Malaysia and I do not have tax residency with other countries.
- (iv)  I am not a tax resident of Malaysia and I **have** tax residency with other countries.

If you select (ii) or (iv), please complete the following table.

No	Country/Jurisdiction of tax residence	Taxpayer ID No. (TIN)	If TIN is not available, please indicate Reason A, B or C	If selected Reason C, please give explain why unable to obtain TIN.
1.				
2.				
3.				
4.				
5.				

*If the tax resident is more than (5) countries, please use a separate sheet.*

Reason A: The country/jurisdiction where the Account Holder is resident does not issue TINs to its resident.

Reason B: No TIN is required. (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

Reason C: The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the above table if you have selected this reason).

**PART 3. TYPE OF CONTROLLING PERSON**

Please only complete this section if you are tax resident in one or more reportable jurisdiction.

Type of Controlling Person	Controlling Person's Status	Entity 1	Entity 2	Entity 3
Controlling Person of a legal person	Control by ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Control by other means	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Senior managing official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controlling Person of a trust	Settlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Protector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Beneficiary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controlling Person of a legal arrangement (non-trust)	Settlor - equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trustee - equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Protector - equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Beneficiary - equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other - equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PART 4. DECLARATION & SIGNATURE**

I understand that the information provided by me is covered by the full provisions of the terms and conditions governing the Entity Account Holder's relationship with TA Investment Management Berhad ("TAIM") setting out how TAIM may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Controlling Person and any Reportable Account(s) may be reported to tax authorities of the country/jurisdiction in which this account(s) is maintained and exchanged with tax authorities of another country/jurisdiction in which the Controlling Person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Controlling Person or am authorised to sign for the Controlling Person of all the account(s) held by the Entity Account Holder to which this form relates.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, accurate and complete.

I undertake to advise TAIM within 30 days of any change in circumstance which affects the tax residency status of the Controlling Person or causes the information contained herein to become incorrect or incomplete, and to provide TAIM with a suitably updated Self-Certification and Declaration within 30 days of such change in circumstances.

Signature:

Date:

Note: If you are not the Controlling Person please indicate the capacity in which you are signing the form. If signing under power of attorney, please also attach a certified copy of the power of attorney.

Capacity: .....

## **DEFINITIONS**

### **Account Holder**

The term "Account Holder" means the person listed or identified as the holder of a Financial Account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or a legal guardian, is not treated as the Account Holder. In these circumstances that other person is the Account Holder. For example, in the case of a parent/child relationship where the parent is acting as a legal guardian, the child is regarded as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

### **Controlling Person**

This is a natural person who exercises control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("NFE") then a Financial Institution must determine whether such Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" as described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

### **Controlling Person of a trust**

Means the settlor(s) the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). The settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, must always be treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.

Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.

In a case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

### **Entity**

The term "Entity" means a legal person or a legal arrangement such as a corporation, organisation, partnership, trust or foundation.

### **Passive NFE**

Under the CRS a "Passive NFE" means any NFE that is not an Active NFE. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution is also treated as a Passive NFE for purposes of the CRS.

### **Reportable Account**

The term "Reportable Account" means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

### **Reportable Jurisdiction**

A Reportable Jurisdiction is a jurisdiction with which an obligation to provide financial account information is a place and that is identified in a published list.

**DECLARATION FORM  
(SOPHISTICATED INVESTOR)**

**This Declaration Form is to be completed when you invest in a Wholesale Fund Only.**

*(Note: Principal and joint applicant must be 18 years old and above. Both need to declare that they are sophisticated investors.)*

I/We\* hereby declare and confirm that I/we\* am/are\* qualified to invest in the Fund as stated above. I/We\* acknowledge that **TA Investment Management Berhad** accepts the investment into the Fund on the basis of this Declaration. I/We\* further confirm that this Declaration is accurate as to the matter stated herein and am/are\* prepared to furnish any documentary evidence to establish the accuracy of this Declaration. In any event, I/we\* agree to indemnify and keep **TA Investment Management Berhad** indemnified in respect of any costs, expenses, fines, penalties, or any other losses, which it may suffer or incur in the event of this Declaration is untrue or incorrect in any way.

\* Please delete where appropriate.

Principal Applicant / Authorised Signatory 1 Date <input type="checkbox"/> I declare that I am a sophisticated Investor	Principal Applicant / Authorised Signatory 2 (if any) Date: <input type="checkbox"/> I declare that I am a sophisticated investor	Company Seal or Stamp
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**Notes To Read Before Completing This Declaration Form (Investment in Wholesale Fund Only)**

You are advised to read and understand the Information Memorandum and Supplemental Information Memorandum(s) (if any) relating to the Fund before investing in the Fund.

Only a "Sophisticated Investor(s)" may invest in a wholesale fund. A "Sophisticated Investor(s)" refers to: -

Category of Investors	Definition
A. Accredited investors	<input type="checkbox"/> A unit trust scheme, private retirement scheme or prescribed investment scheme. <input type="checkbox"/> Bank Negara. <input type="checkbox"/> A licensed person or a registered person. <input type="checkbox"/> An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator. <input type="checkbox"/> A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the Commission. <input type="checkbox"/> A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704]. <input type="checkbox"/> An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705]. <input type="checkbox"/> A chief executive officer or a director of any person referred to in paragraphs 3, 4, 5, 6 and 7.P.U. (A) 51. <input type="checkbox"/> A closed-end fund approved by the Commission.
B. High-net worth entities	<input type="checkbox"/> A company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies. <input type="checkbox"/> A corporation that - <ul style="list-style-type: none"> <li><input type="checkbox"/> is a public company under the Companies Act 2016 which is approved by the Commission to be a trustee under the Act and has assets under its management, exceeding ten million ringgit or its equivalent in foreign currencies; or</li> <li><input type="checkbox"/> is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies.</li> </ul> <input type="checkbox"/> A corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts. <input type="checkbox"/> A partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies. <input type="checkbox"/> A statutory body established under any laws unless otherwise determined by the Commission P.U. (A) 52. <input type="checkbox"/> A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967.
C. High-net worth individuals	<input type="checkbox"/> An individual - <ul style="list-style-type: none"> <li><input type="checkbox"/> whose total net personal assets, or total net joint assets with his or her spouse, exceeding three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence;</li> <li><input type="checkbox"/> who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;</li> <li><input type="checkbox"/> 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;</li> <li><input type="checkbox"/> whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies; or</li> <li><input type="checkbox"/> investors who acquire unlisted capital market products where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for transaction whether such amount is paid for in cash or otherwise.</li> </ul>

A "wholesale fund" means a unit trust scheme established where the units are to be issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units are to be made, exclusively to sophisticated investors. Please note that this Declaration is not the only term relating to investments into a Wholesale Fund. Investors are advised to read and understand the Information Memorandum and Supplemental Information Memorandum(s) (if any) for additional terms including but not limited to, minimum initial and subsequent investment amount.

## NOTES AND CONDITIONS

### 1. INSTRUCTIONS

Please read the following before completing this Form. By applying for units of the Funds managed by TA Investment Management Berhad ("TAIM" or "the Manager"), you are bound by the terms stated below. All instructions given or purported to be given via any written or facsimile transmission by the applicant, as named in this Form or otherwise in writing are binding on the applicant. **Duly completed forms or instructions from the applicant are deemed irrevocable.**

### 2. DOCUMENTS REQUIRED

#### a) Principal/Joint Applicant (CASH Investment)

- > Account Opening Form;
- > Declaration Form (Wholesale Funds Only);
- > A photocopy of principal/joint applicant NRIC, passport or other form of identification.
- > Proof of payment.

#### b) Principal (EPF Investment)

- > Account Opening Form;
- > KWSP 9N (AHL) Form;
- > A photocopy of principal applicant NRIC/passport.

#### c) Company/Institution/Association

- > Account Opening Form;
- > Declaration Form (Wholesale Funds Only);  
A certification true copy of the the following:
- > Certification of Incorporation (if any);
- > Memorandum and Articles of Association (if any);
- > Form 24 (List of Shareholders) (if any) or return for the allotment of shares under section 78 of the Companies Act 2016;
- > Form 44 (if any) or notice under section 46 of the Companies Act 2016;
- > Form 49 (List of Directors) (if any) or notice under section 58 of the Companies Act 2016;
- > Board Resolution to authorise the investment;
- > A list of authorised signatories & specimen signatures;
- > The latest Audited Financial Statement;
- > Copy of NRIC or passport or other form of identification;
- > The Company Seal or Stamp, if applicable, must be affixed on this form;
- > Proof of payment

TAIM reserve the right to request additional documents from applicant(s) to support the application. Application for investment shall not processed in the event of the investor fails to complete the forms and provide required documents for the purpose of investment.

"Beneficial Owner" is the natural person who ultimately owns or controls a customer and/or the natural person on whose behalf a transaction is being conducted. It also includes that person who exercises ultimate effective control over a legal person or arrangement. This is pursuant to Anti-Money Laundering (AML) requirement.

### 3. PRINCIPAL APPLICANT

- Principal applicants must be 18 years of age at the date of application.

### 4. JOINT APPLICANT

- Joint applicant is also required to sign this form.
- A joint applicant who is under 18 years of age need not sign this form. Instead, a photocopy of the NRIC or Birth Certificate is required. (Not applicable for Wholesale Fund investors)
- In the event of the death of a joint applicant, the survivor will be the only person recognised by the Manager as having any title to or interest in the units.
- Units registered in joint names with a minor can be redeemed or transferred by the parent/guardian. On or after the minor's 18<sup>th</sup> birthday, the parent/guardian may request that the units be transferred to the minor's name. In the event of the death of the parent/guardian, the Executor or Administrator of the deceased's estate will be the only person recognised by the Manager as having title to such units. (Not applicable for Wholesale Fund investors)

### 5. ACCOUNT OPERATING INSTRUCTION

- The operating instruction empowers the authorised signatory(ies) to operate the account.
- All redemption proceeds will be made payable **only** to the **principal applicant**, unless there is a request by the principal applicant that the proceeds be made payable to the joint applicant.

### 6. PAYMENT

- a) Investors are advised **NOT** to make payment in cash when purchasing units of the Fund via any UTC/ IUTA.
- b) All applicant intending to invest in a Class **other than** MYR Class and MYR Hedged Class are required to have a foreign currency account maintained with approve financial institution.
- c) Payment in the form of Cheque (without applicant name printed on it must provide bank statement), Banker's Cheque (provide copy of banker's application form), Cashier's Cheque (provide copy of cashier's application form), Rentas Transfer, Interbank Giro (IBG), Telegraphic Transfer (TT) or other mode of payment (provide supporting of payment proceed) must be attached.
- d) For cash investment, investor is requested to provide proof of payment to show the payment is from the investor and not from any 3<sup>rd</sup> party account holder. The proof of payment must show investor's name as the bank account holder, investor's bank account number, bank logo, TAIM bank account number and this must be a legal statement/screenshot from online bank page.
- e) All payments must be made into our **MAYBANK Account**, details as below.

#### Denominated in MYR Currency

Fund	Account Number	Payable to
TA Funds	5143 5640 0987	TAIM CLIENTS' TRUST A/C – COLLECTION
TA Islamic CashPLUS Fund	5643 5150 1744	TAIM CLIENTS' TRUST A/C – TAICPF
3 <sup>rd</sup> Party Funds	5143 5672 9223	TAIM CLIENTS' TRUST A/C – IUTA 3RD PARTY

#### Denominated in other than MYR Currencies

Fund	Account Number	Payable to
TA Funds / 3 <sup>rd</sup> Party Funds	7143 5600 8995	TAIM TRUST A/C COLLECTION

- f) For the above mentioned bank accounts, the swift code is **MBBEMYKL**.
- g) The Manager will not accept any investment application which is incomplete or not accompanied by the required documents although payment has been credited into TAIM's account.
- h) **The Manager does not accept payment (cheque/online transfer) from a third party of the applicant(s) nor issue payment to any third party of the applicant(s).**

### 7. OTHER CHARGES

Charges, for instance bank charges, telegraphic or online transfer charges and courier charges shall be borne by the Unit Holder in order to execute transactions on behalf of the Unit Holder.

### 8. COOLING-OFF PERIOD

Investors have the right to request for a cancellation of their investment within 6 business days or any other period as mentioned in the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any) from the day of purchase. For details, please refer relevant Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any).

## 9. DISTRIBUTION INSTRUCTION

Unit Holders may choose to receive any distributions declared by either of the following methods however is subject as stipulated in the relevant Prospectus(es)/Information Memorandum(s) and Supplemental(s), if any :

### (a) Reinvestment

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

### (b) Payout

The distribution will be paid based on the selected payment mode stated in the form received by our head office or business centres. The payout will be based on the latest information maintain in our record.

Distributions will automatically be re-invested into additional Units of the Fund if:

- No distribution choice is made on the account opening form or investment form.
- The distribution cheque is returned as unclaimed through the post.
- The distribution cheque is uncashed after six (6) months from date of issue.
- The distribution amount is less than RM50.00 or equal to the amount in other respective currency of the Class(es) or such amount determined by the Manager from time to time, and,
- The investment is made under EPF Members Investment Scheme.

In the absence of instructions to the contrary, distribution income from the Fund will be automatically reinvested, at no charge, into additional Units of that 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 14 days before the distribution declaration date of the Fund, the change will only take effect from the next distribution point, if any.

## 10. RIGHT OF THE MANAGER

The Manager shall be entitled to reject any application for units at its sole discretion without having to furnish any reasons for its rejection to investors.

## 11. NOTES & CONDITIONS RELATING TO THIRD PARTY FUNDS

Please read the following before completing this form. By applying to invest in units of the other unit trust management companies' Funds ("Funds") distributed by TA Investment Management Berhad ("TAIM") as an IUTA you are bound by the terms stated below.

- The applicant hereby agrees that TAIM shall be a bare Custodian and not a trustee to hold and act for and on behalf of the applicant in relation to any units of such Funds as maybe invested in from time to time by the applicant and TAIM shall not recognise any trust or equity in respect of the units registered in the name of TAIM at the applicant's request.
- The applicant hereby appoints TAIM as nominee to apply and undertake any authorised transactions on behalf of the applicant in relation to the Funds.
- TAIM will hold the purchased units as registered unit holder for and/ or behalf of the applicant and is authorised to request payment of and receive all dividends and other payments or distributions in relation to the units.
- Transactions for the units may be aggregated and consolidated either daily or from time to time by TAIM with such transactions as placed or sent by TAIM to the relevant manager of the Fund.
- All transactions with respect to the units effected by TAIM for the applicant shall be according to the terms of the relevant Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any), deed of the Fund(s) and applicable laws.

## 12. GENERAL

- This Form must be received by TAIM before 4.00pm (for Third Party Funds before 2.00pm) and if accepted, the NAV for transaction of units will be based at the end of the Business Day on which the application is received by the Manager, except for EPF Investment, the NAV for transaction of units will be based on EPF disbursement received by the Manager before 4.00pm at the end of the business day.
- For TA Islamic CashPlus Fund, NAV for transaction of units will be based when the payment is cleared in TAIM Trust Account before 4.00 pm on a business day.
- Applicant utilizing their EPF savings are not allowed to invest in Funds that are not EPF approved.
- You will receive a transaction advice slip from the Manager indicating the number of units allotted and the confirmed NAV per units of the Class within 14 days.
- Investors will be issued with a Statement of Account together with the Fund's interim and annual report.
- For wholesale fund(s) investors will be issued with a Monthly Statement of Account, quarterly and annual report.
- In the case of joint applicants, distribution and tax vouchers will be issued in the name of the first applicant.
- TAIM reserves the right to reassign another qualified person to replace applicant's consultant at any time it deems fit without having to give any reason whatsoever.
- All investors of any particular Fund are eligible to use the Web Facility – AIMS@TA Investment. This web facility will assist investors to administer and track their Unit Trust investments more effectively and efficiently. Log on to [www.tainvest.com.my](http://www.tainvest.com.my) to sign up.

## 13. CONTACT DETAILS

- The onus is on the applicant to notify TAIM of any change in address and contact number immediately to ensure continuity in the receipt of mails from the Manager.
- Transaction advice slips, statements of account and other documents shall be sent to the applicant's correspondence address as detailed in the Form, at the risk of the applicant.
- All details shown in the transaction advice slips or statements of account are deemed to be correct unless TAIM is notified in writing of any discrepancy within 14 days of issue or 30 days of issue respectively.

## 14. INDEMNITY

- The applicant shall fully indemnify TAIM and any of their consultants against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by any or all of them arising either directly or indirectly out of or in connection with TAIM accepting, relying on or failing to act on any instructions given by or on behalf of the applicant unless due to the willful default or negligence of TAIM.
- The applicant acknowledges and accepts that TAIM has absolute discretion to rely on facsimile confirmation from the applicant and undertakes to indemnify and hold harmless TAIM, its employees and agents against all costs, expenses, losses, damages, claims and demands arising out of relying on the applicant's confirmation.

## 15. UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

Investing in a unit trust scheme with borrowed money is more risky than investing with your own savings.

You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include the following:-

- The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money which you put in as deposit or down payment), the greater the potential for losses as well as gains.
- You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.
- If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral or pay additional amounts on top of your normal installments. If you fail to comply within the time prescribed, your units may be sold to settle your loan.
- Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore study the terms and conditions carefully before you decide to take a loan. If you are in doubt about any aspect of this risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan.

## 16. MONEY LAUNDERING STATEMENTS

The applicant hereby warrants that:-

- The applicant is the underlying principal of the Account (where applicable)
- No person other than the applicant has or will have any interest in the Account (where applicable); and
- All monies as may be paid to TAIM from time to time shall come from a legitimate (and not illegal) source
- The applicant agrees to provide all such information and documents as may be necessary to verify the applicant's identity and do all such acts and things as may be necessary to enable TAIM to comply with all applicable anti-money laundering and counter financing of terrorism (AML/ CFT), and know-your-customer laws, rules and regulations (whether in Malaysia or elsewhere). The applicant agrees that TAIM shall not be liable or responsible in anyway whatsoever and shall be held harmless against any loss arising

as a result of or in connection with any delay or failure to process any application or transaction if such information or documents requested by TAIM have not been promptly provided by the applicant to TAIM.

- e) TAIM reserves the right to terminate the relationship if any documents requested pursuant to the AML/ CFT requirements are not received within 14 business days. In the event of termination, units will be redeemed at the closing NAV price on the 15th business day.

#### 17. PERSONAL DATA PROTECTION DATA ACT 2010 (Notice Pursuant to Section 7)

The Personal Data Protection Act 2010 (hereinafter referred to as the "Act"), which regulates the processing of personal data in commercial transactions, applies to TA Investment Management Berhad (hereinafter referred to as "TAIM", "our", "us" or "we"). For the purpose of this personal data notice, the terms "personal data" and "processing" shall have the meaning prescribed in the Act.

This personal data notice applies to any person whose personal data is processed by TAIM.

1. This personal data notice serves to inform you how your personal data is being processed by or on behalf of TAIM.
2. The personal data processed by us may include your name, contact details, email address, username, password, information of any past breaches of or convictions under any law, the relevant services provided to you and any other personal data required for the purposes set out in paragraph 3 below.
3. Subject to the relevant laws, including the Securities Industry (Central Depositories) Act 1991, Capital Markets and Services Act 2007, in respect of depositors' information maintained by Bursa Malaysia Depository Sdn.Bhd., TAIM may use your personal data for the following purposes ("Purposes"):
  - (a) To enable it to discharge its duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, any other written law, the rules of Bursa Malaysia Berhad and its related companies (hereinafter collectively referred to as "Bursa Malaysia") or any co-operation arrangement with any relevant authority or any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant local or foreign laws;
  - (b) To enable it to discharge its contractual obligations;
  - (c) To provide investor and other capital market education events and activities;
  - (d) To enable the resolution of a concern or complaint;
  - (e) To create directories or data bases whether for publication or not;
  - (f) To provide on going information about events and programs, our products and services to people that we believe may be interested in such event, programs, products and services;
  - (g) To provide services;
  - (h) To research, develop and improve our events, programs, products and services; and
  - (i) For any other purpose that is incidental or ancillary or in furtherance to the above purposes.
4. Your personal data is collected from various sources, including information you have provided us, information from third parties and information in the public domain.
5. You may access and request for correction of your personal data. Please contact us using any of the following modes if you have any enquiries or complaints in respect of your personal data:

Designated Contact Person	Customer Service
Mailing address:	TA Investment Management Berhad 23 <sup>th</sup> Floor Menara TA One, 22 Jalan P Ramlee 50250 Kuala Lumpur
Telephone No.:	(603) 2031 6603
Fax No.:	(603) 2031 4479
E-mail address:	<a href="mailto:investor.taim@ta.com.my">investor.taim@ta.com.my</a>

In accordance with the Act:

- (a) we may charge a fee for processing your request for access; and
  - (b) we may refuse to comply with your request for access or correction in accordance with the Act.
6. Subject to relevant laws, your personal data may be disclosed to:
- (a) our parent company, subsidiaries, related and associated companies;
  - (b) our licensees, co-organisers of events, business partners and service providers;
  - (c) Bursa Malaysia, Securities Commission Malaysia, Federation of Investment Managers Malaysia, Bank Negara Malaysia, the Police, Malaysian Anti- Corruption Commission, Companies Commission of Malaysia, Registrar of Societies and other supervisory, governmental or relevant authority;
  - (d) any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant laws;
  - (e) the public at large by publishing the same in accordance with the relevant rules of Bursa Malaysia / Securities Commission Malaysia/ Federation of Investment Managers Malaysia;
  - (f) auditors, professional firms or entities; and
  - (g) any other person which TAIM may think fit,
- notwithstanding that any such persons may be outside Malaysia, for any of the above Purposes or any other purpose for which your personal data was to be disclosed at the time of its collection or any other purpose directly related to any of the above Purposes or where such disclosure is required or authorised by law or by the order of a court.
7. Unless otherwise specified by us at the time the personal data is collected, it is obligatory that you supply us with the personal data requested for by us.
  8. If you fail to supply to us the above personal data, we may not be able to carry out the Purpose for which you have provided us the personal data and in addition, you may be in breach of the requirements of the relevant rules of Securities Commission Malaysia / Federation of Investment Managers Malaysia.
  9. Your personal data may be transferred to a place outside Malaysia.

By providing to us your personal data, you hereby consent to the processing of your personal data in accordance with all of the foregoing.

Updated v4.12.2021

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 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   Fax: 088-248 463
KUCHING Business Centre	L204, 1st Floor Jalan Tunku Abdul Rahman 93100 Kuching, Sarawak Tel: 082-233 203   Fax: 082-232 203
MIRI Business Centre	Lot 1251, 1st Floor Centrepoint Commercial Centre (Phase 1) Jalan Melayu 98000 Miri, Sarawak Tel: 085-430 415
IPOH Business Centre	29A, Jalan Niaga Simee Arena Niaga Simee 31400 Ipoh, Perak Tel: 05-350 0399

1-800-38-7147  
[www.tainvest.com.my](http://www.tainvest.com.my)