

# TA GLOBAL ABSOLUTE FOCUS FUND

(formerly known as TA Global Focus Mandate)



# **PROSPECTUS**

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

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

This Prospectus is dated 1 December 2025.

The date of constitution of the TA Global Absolute Focus Fund is 16 April 2021.

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 10.

# 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 Focus 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.

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 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.

# TABLE OF CONTENTS

Page No.

DEFIN	ITION	1
CORPO	ORATE DIRECTORY	4
CHAPT	TER 1: THE FUND	5
1.1	Name of the Fund	5
1.2	Fund Category	5
1.3	Base Currency	5
1.4	Classes of Units	5
1.5	Investment Objective	5
1.6	Investment Policy and Strategy	5
1.7	Asset Allocation	7
1.8	Performance Benchmark	7
1.9	Investor's Profile	7
1.10	Distribution Policy	7
1.11	Mode of Distribution	7
1.12	Permitted Investments	8
1.13	Investment Restrictions and Limits	8
1.14 1.14.1 1.14.2	Risk FactorsGeneral Risks of Investing in a Unit Trust Fund	10
1.15	Risk Mitigation	15
CHAPT	ΓER 2: FEES, CHARGES AND EXPENSES	17
2.1	Sales Charge	17
2.2	Redemption Charge	17
2.3	Transfer Fee	17
2.4	Switching Fee	17
2.5	Other Charges	18

2.6 2.6.1 2.6.2	Performance Fee	18
2.7	Annual Management Fee	26
2.8	Annual Trustee Fee	26
2.9	Other Expenses	27
2.10	Policy on Rebates and Soft Commissions	27
CHAP	TER 3: TRANSACTION INFORMATION	29
3.1 3.1.1	Sale and Purchase of Units  Computation of NAV and NAV per Unit	
3.2	Pricing of Units	30
3.3	Sale of Units	32
3.4	Redemption of Units	33
3.5	Cooling-off Policy	35
3.6	Minimum Holdings	35
3.7	Policy on Gearing	35
3.8	Securities Lending and Repurchase Transaction	36
3.9	Transfer of Units	36
3.10	Switching Facility	36
3.11 3.11.1	Valuation of the Fund and Bases of Valuation of the Assets of the Fund	
3.11.2	Bases for Valuation of the Assets of the Fund	
3.12	Payment Method	39
3.13	How to Buy, Sell, Switch and Transfer	39
CHAP	TER 4: THE MANAGEMENT COMPANY	43
4.1	Background Information	43
4.2	Roles, Duties and Responsibilities of the Manager	43
4.3	Board of Directors	43
4.4	Investment Team	43
4.5	Material Litigation and Arbitration	43
4.6	External Investment Manager	43
CHAP	TER 5: TRUSTEE	45

5.1	About CIMB Commerce Trustee Berhad	45
5.2	Experience as Trustee to Unit Trust Funds	45
5.3	Roles, Duties and Responsibilities of the Trustee	45
5.4	Trustee's Delegate (Custodian)	45
5.5	Trustee's Disclosure of Material Litigation and Arbitration	46
CHAP	TER 6: SALIENT TERMS OF THE DEED	47
6.1	Unit Holders' Rights and Liabilities	47
6.2	Maximum Fees and Charges Permitted by the Deed	47
6.3	Procedures to increase the maximum rate of the direct and indirect fees and charges as provided in this Prospectus	
6.4	Procedures to increase the maximum rate of the direct and indirect fees and charges as provided in the Deed	
6.5	Expenses Permitted by the Deed	49
6.6	Retirement, Removal and Replacement of the Manager	49
6.7	Retirement, Removal and Replacement of the Trustee	50
6.8	Termination of the Fund and Class	51
6.9	Unit Holders' Meeting	52
CHAP	TER 7: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST	54
CHAP	TER 8: TAX ADVISER'S LETTER	55
CHAP	TER 9: ADDITIONAL INFORMATION	62
9.1	Reports and up-to-date information relating to the Fund	62
9.2	Customer Service	62
9.3	Anti-Money Laundering Policy	62
9.4	Deed(s)	63
9.5	Financial Year End	63
9.6	Unclaimed Moneys Policy	63
9.7	Unclaimed Distribution	63
9.8	Consent Statement	63
CHVD	TED 10: DOCUMENTS AVAILABLE FOR INSPECTION	61

Prospectus in respect of the TA	Global Absolute Focus Fund
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CHAPTER 11: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTIONAL UTS ADVISERS AND AUTHORISED DISTRIBUTORS.......65

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AUD Australian Dollar, the lawful currency of Australia.

AUD Class In relation to Class A and Class B, the Class issued by the Fund denominated

in 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.

Class A Collectively refers to USD Class A, AUD Class A, SGD Class A, MYR Class

A and MYR Hedged Class A.

Class B Collectively refers to USD Class B, AUD Class B, SGD Class B, MYR Class

B and MYR Hedged Class B.

Class(es) Any class of Units representing similar interest in the assets of the Fund.

Deed The deed dated 16 April 2021 entered into between the Manager and the

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

supplemental deed from time to time.

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.

ETF Exchange-traded fund.

**External Investment** 

Manager

Fullerton Fund Management Company Ltd. (UEN: 200312672W).

FDI Financial derivative instrument.

Fund TA Global Absolute Focus Fund (formerly known as TA Global Focus

Mandate).

Guidelines The Guidelines on Unit Trust Funds and other relevant guidelines issued by

the Securities Commission Malaysia as may be amended from time to time.

High Water Mark /

HWM

The NAV per Unit on the last Valuation Day of the previous Performance Period or the HWM for the previous Performance Period, whichever is higher. For the avoidance of doubt:

a. the first Performance Period will commence on the date of this Prospectus ("Date");

 the first Performance Period might be a period of more or less than twelve (12) months from the Date to the Fund's financial year end, depending on when is the Date; and

	c. the HWM for the first Performance Period will be the prevailing NAV per Unit on the Date for Class A, and the initial offer price for Class B, respectively.		
Hurdle Value	The minimum return that the Fund must achieve before the Manager is entitled to charge a performance fee. For the avoidance of doubt, the Hurdle Value is the HWM plus 8% set at the beginning of each Performance Period.		
Investment Date	The day when the Manager received and processed the application for Units based on the NAV per Unit calculated at the end of the Business Day.		
IUTA / Institutional UTS Advisers	A corporation registered with the Federation of Investment Managers Malaysia ("FIMM") and authorised to market and distribute unit trust schemes of another party.		
Last Practicable Date	30 June 2025.		
Liquid Assets	<ul> <li>Means:</li> <li>placement in short-term deposits; or</li> <li>money market instruments that are dealt in or under the rules of an Eligible Market and whose residual maturity does not exceed twelve (12) months.</li> </ul>		
MYR Class	In relation to Class A and Class B, the Class issued by the Fund denominated in RM.		
MYR Hedged Class	In relation to Class A and Class B, 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.		
Performance Period	A period of twelve (12) months from 1 September to 31 August every year coinciding with the start and the end of the Fund's financial year. However, the Fund's first Performance Period may be more or less than twelve (12) months, depending on when is the Date.		
	The Performance Period is used to calculate and determine the performance fee which will be calculated on every Valuation Day but payable only at the end of each Performance Period.		
Prospectus	This prospectus in relation to the Fund as may be amended by the supplementary prospectus(es) or replacement prospectus from time to time.		
Reinvestment Date	The distribution reinvestment date which shall be within three (3) Business Days after the date of declaration of any distribution.		

Ringgit Malaysia, the lawful currency of Malaysia.

RM / MYR

SC / Securities Commission Malaysia	The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.		
SGD	Singapore Dollar, the lawful currency of Singapore.		
SGD Class	In relation to Class A and Class B, the Class issued by the Fund denominated in SGD.		
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 (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy" means three-fourths (3/4) of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy; 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 (3/4) of the value of the Units held by the Unit Holders in the Fund or in that Class, as the case may be, present and voting at the meeting in person or by proxy.		
Stock Connect	The mutual market access programme through which investors such as the Fund can deal in permitted securities listed on the Shanghai Stock Exchange ("SSE") and the Shenzhen Stock Exchange ("SZSE") through the Hong Kong Stock Exchange ("SEHK") and clearing house in Hong Kong and Chinese domestic investors can deal in select securities listed on the SEHK through the SSE or the SZSE or other stock exchanges in the future as permitted by the regulators and their respective clearing house.		
Trustee	CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A)).		
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	In relation to Class A and Class B, the Class issued by the Fund denominated in USD.		
Valuation Day	A Business Day on which the price of the Fund is calculated.		
We / our / us / the Manager / TAIM	TA Investment Management Berhad (Registration Number: 199501011387 (340588-T)).		

# CORPORATE DIRECTORY

# Manager

Name: TA Investment Management Berhad (Registration Number:

199501011387 (340588-T))

Registered address: 34<sup>th</sup> Floor, Menara TA One

22 Jalan P. Ramlee 50250 Kuala Lumpur

Telephone number: 03-2072 1277

Head office / Business

address:

23<sup>rd</sup> Floor, Menara TA One

22 Jalan P. Ramlee 50250 Kuala Lumpur

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

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

# **Trustee**

Name: CIMB Commerce Trustee Berhad (Registration Number: 199401027349

(313031-A))

Registered address: Level 13, Menara CIMB

Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur

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

Business address: Level 21, Menara CIMB

Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur

Telephone number: 03-2261 8888 Facsimile number: 03-2261 9894

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

Website: www.cimb.com

# **CHAPTER 1: THE FUND**

# 1.1 Name of the Fund

TA Global Absolute Focus Fund

# 1.2 Fund Category

Equity

# 1.3 Base Currency

United States Dollar

# 1.4 Classes of Units

Classes	Launch Date	Initial Offer Price	Initial Offer Period
USD Class A			
AUD Class A			
SGD Class A	4 May 2021	Not applicable	Not applicable
MYR Class A			
MYR Hedged Class A			
USD Class B		USD0.5000	
AUD Class B		AUD0.5000	One (1) calendar day from the
SGD Class B	1 December 2025	SGD0.5000	One (1) calendar day from the launch date
MYR Class B		RM0.5000	launon date
MYR Hedged Class B		RM0.5000	

# Notes:

- 1. The Fund was launched as a wholesale fund and was subsequently converted to a retail unit trust fund on 1 December 2025 following the approval obtained from Unit Holders at the Unit Holders' adjourned meeting.
- 2. Effective from 1 December 2025 ("Effective Date"), the existing Unit Holders (based on the register of Unit Holders as of 30 November 2025) will be redesignated to Class A whilst Unit Holders who transacted on and after the Effective Date will be designated to the respective Classes based on their subscription of Units.
- 3. The initial offer price and initial offer period for Class A ("Existing Classes") are no longer applicable as the initial offer period for the Existing Classes has ended. The price of Units of the Existing Classes will be based on NAV per Unit of the Existing Classes.
- 4. The Manager may offer additional Class(es) from time to time at its absolute discretion by way of a supplementary 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.

# 1.5 Investment Objective

The Fund aims to achieve long-term capital growth.

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

# 1.6 Investment Policy and Strategy

The Fund seeks to achieve its objective by investing primarily in global equities and equity-related securities. The remaining of the Fund's NAV will be invested in Liquid Assets.

The Fund's investment universe will include equities and equity-related securities listed on exchanges globally. The Fund's investments are not restricted by geographical location. The exposure in each country is driven mainly by bottom-up fundamental research and top-down macro considerations serve as a check on overall exposure. The Fund will maintain a concentrated portfolio of twenty (20) to twenty-five (25) high conviction stocks at any point in time. The Fund will have the flexibility to invest in collective investment schemes which are in line with the Fund's investment objective.

Up to 10% of the NAV of the Fund may be exposed to China A shares listed on the SSE or SZSE, via Stock Connect.

The Fund may take a temporary defensive position in response to adverse market, economic, political or other conditions. This means the Fund may invest a significant portion of its assets (up to 100% of its NAV) in Liquid Assets. When the Fund holds a significant portion of its assets in Liquid Assets, it may not meet its investment objective and the Fund's performance may be negatively affected as a result.

Although the Fund is actively managed, the frequency of its trading strategy will very much depend on market opportunities.

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

# **Derivatives**

The Fund may use derivatives for any of the following purposes as described below:

# Hedging

The Fund may employ currency hedging strategies to hedge the foreign currency exposure to manage the currency risk of the Classes that are not denominated in the Base Currency. The Fund may also utilise derivative instruments such as futures or options for the purpose of hedging the Fund's exposure to particular markets, sectors or currencies (e.g., equity index). Hedging can take place at a portfolio level or, in respect of currency hedging, at hedged classes level.

# Efficient Portfolio Management

Efficient portfolio management means the cost-effective use of derivatives with the aim of reducing certain risks associated with the Fund's investments, reducing costs or to generate additional capital or income. The risks generated will be consistent with the Fund's risk profile and be adequately captured by the risk management process.

# Types of derivatives the Fund can use and the rationale for their use:

The Fund may use a range of derivatives to achieve a particular investment outcome such as:

FDIs	Descriptions of FDIs	Rationale for their Use
Options	The Fund may invest in call or put options on equities, indices, currencies, futures contracts or other instruments.	The Fund may use options as a substitute for investing directly in securities (e.g. call options) and for managing equity market risk (e.g. put options) and for gaining or adjusting exposure to particular markets, sectors or currencies (e.g. options on equity index/sector futures).
Futures	The Fund may enter into listed futures contracts on equities, indices, currencies or other instruments.	The Fund may use futures for managing equity market risk (e.g. equity sector futures) and for gaining or adjusting exposure to particular markets, sectors or currencies (e.g. equity index/sector futures).
Forwards	Typically, foreign exchange contracts.	The Fund may enter into forward contract to hedge the foreign currency for the hedged Classes and/or for portfolio currency hedging.

FDIs	Descriptions of FDIs	Rationale for their Use
Swap	These may include total return swaps, foreign exchange swaps, commodity index swaps, interest rate swaps and swaps on baskets of equities, volatility swaps, variance swaps and credit default swap indices.	The Fund may use swaps to gain access to the returns or hedge exposure to the underlying securities or indices.  The Fund does not currently intend to use swaps. In the event if we think it is appropriate to do so, we will update this Prospectus accordingly before the Fund can start using it.

# 1.7 Asset Allocation

- Minimum of 60% to 98% of the Fund's NAV in equities and equity-related securities;
- At least 2% of the Fund's NAV in Liquid Assets; and
- Maximum of 30% of the Fund's NAV in derivatives.

# 1.8 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.

# Notes:

- 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 long term.
- Any change of the Fund's benchmark will be updated on our website and/or the Fund's product highlights sheet.

# 1.9 Investor's Profile

The Fund is suitable for investors who:

- · are seeking a return over long term via exposure to global equities; and
- are willing to accept high investment volatility.

# 1.10 Distribution Policy

Subject to availability of income, distribution is incidental.

Distribution, if any, is at the Manager's discretion, taking into consideration the level of its realised income and/or realised gains, as well as the performance of the Fund. The Manager has the right to make provisions for reserves in respect of distribution of the Class. If the income 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.

## 1.11 Mode of Distribution

Distribution, 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.

Income distribution will be automatically reinvested on the Reinvestment Date without incurring any sales charge, if:

- any distribution payable for Class A and Class B is less than or equal to RM25, or 250 in the
  respective currency of non-RM denominated Class, or such amounts as may be determined by the
  Manager from time to time. Unit Holders will be notified prior to any increase in the said minimum
  threshold amount, and any changes to such an amount will be updated on our website at
  www.tainvest.com.my;
- no distribution choice was made on the account opening form or transaction form; and/or
- there is no bank account details provided.

#### 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 Class, the change will only take effect from the next distribution point, if any.

#### 1.12 Permitted Investments

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

- 1. Equities and equity-related securities traded in or under the rules of an Eligible Market;
- 2. Unlisted securities including securities not listed or quoted on a stock exchange but have been approved by the regulatory authority for such listing or quotation and are offered directly to the Fund by the issuer;
- 3. Liquid Assets;
- 4. Units and/or shares in collective investment schemes; and
- 5. FDIs, including but not limited to options, futures contracts, forward contracts and swaps.

# 1.13 Investment Restrictions and Limits

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

- (a) The aggregate value of the Fund's investments in-
  - transferable securities that are not traded or dealt in or under the rules of an Eligible Market;
  - ii. collective investment schemes that do not comply with paragraphs (g)(i), (ii) and (iii); and
  - iii. other securities,

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 or single collective investment scheme, as the case may be.

- (b) The value of the Fund's investments in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.
- (c) The value of the Fund's investments in transferable securities and 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 (a) issued by the same issuer must be included in the calculation.

- (d) The value of the Fund's placement in deposits with any single financial institution must not exceed 20% of the Fund's NAV.
- (e) The Fund's exposure from derivatives positions should not exceed the Fund's NAV. Further, the maximum exposure of the Fund to the counterparty, calculated based on the method prescribed in the Guidelines, must not exceed 10% of the Fund's NAV.
- (f) The aggregate value of the Fund's investments in, or exposure to, a single issuer through-
  - transferable securities;
  - ii. money market instruments;
  - iii. deposits;
  - iv. underlying assets of derivatives; and
  - v. counterparty exposure arising from the use of OTC 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 (a) issued by the same issuer must be included in the calculation.

- (g) The value of the Fund's investments in units or shares of any collective investment scheme must not exceed 20% of the Fund's NAV, provided that the collective investment scheme complies with the following categories:
  - i. the collective investment scheme is authorised or recognised by the SC; or
  - ii. the collective investment scheme meets the following criteria:
    - The collective investment scheme is constituted and regulated in a jurisdiction where the laws and practices provide the level of investor protection that is at least equivalent to that offered in Malaysia;
    - 2. The rules on investments, borrowing and lending are substantially similar to the requirements in the Guidelines. This would exclude hedge funds;
    - 3. The assets of the collective investment scheme are managed by an entity which is approved, authorised or licensed by a securities regulator to conduct fund management activities; and
    - 4. The business of the collective investment scheme is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period; or
  - iii. the collective investment scheme meets the following criteria (excluding collective investment scheme that invests in real estate):
    - 1. The collective investment scheme invests in permissible investments under paragraph (o)(i) to (v), physically-backed metal ETF that comply with paragraph (q), or real estate;
    - 2. The collective investment scheme meets the criteria imposed on transferable securities as prescribed under paragraph (r);
    - 3. The units or shares in the collective investment scheme are listed for quotation and traded on a stock exchange that is an Eligible Market; and
    - 4. The collective investment scheme is not an inverse or leveraged product.
- (h) The value of the Fund's investments in units or shares of a collective investment scheme that invests in real estate pursuant to paragraph (g)(iii) must not exceed 15% of the Fund's NAV.
- (i) The value of the Fund's investments in transferable securities and 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 in instruments in paragraph (a) issued by the issuers within the same group of companies must be included in the calculation.
- (j) The single issuer limit 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 may be raised, subject to the group limit not exceeding 35% of the Fund's NAV.
- (I) The single financial institution limit in paragraph (d) does not apply to placements of deposits arising from:
  - i. Subscription monies received prior to the commencement of investment by the Fund;
  - Liquidation of investments prior to the termination of the Fund, where the placement of 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 deposits with various financial institutions would not be in the best interest of Unit Holders.
- (m) The Fund's investments in shares or securities equivalent to shares must not exceed 10% of the shares or securities equivalent to shares, as the case may be, issued by a single issuer.
- (n) The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size.
- (o) The Fund's assets may only consist, unless otherwise provided in the Guidelines, of the following:
  - i. Transferable securities:
  - ii. Money market instruments;
  - iii. Deposits with financial institutions;
  - iv. Units or shares in collective investment schemes;
  - v. Derivatives: and
  - vi. Securities other than (i) and (iv). For the purposes of the Guidelines, these financial instruments are referred to as "other securities".
- (p) The Fund's investments in collective investment scheme must not exceed 25% of the units or shares in the collective investment schemes.
- (q) Where the Fund invests in a physically-backed metal ETF, the physically-backed metal ETF must meet the following criteria:
  - i. The assets of the physically-backed metal ETF, i.e. the physical metal, is held in trust and is segregated from the assets of the manager, sponsor, trustee or custodian; and
  - ii. The physically-backed metal ETF adopts a passive management strategy with the objective of tracking the price of the metal.
- (r) The transferable securities of the collective investment scheme held by the Fund must meet the following criteria:
  - i. The maximum potential loss which the Fund may incur as a result of the investment is limited to the amount paid for it;
  - ii. The investment is liquid, and will not impair the Fund's ability to satisfy its redemption and other payment commitments;
  - iii. The investment is subject to reliable and verifiable valuation on a daily basis; and
  - iv. There is appropriate information available to the market on the investment.

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) months 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.

# 1.14 Risk Factors

# 1.14.1 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.

# 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, investment decisions undertaken by the Manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant laws, 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 Manager. For example, the Manager may fail to comply with internal policies and procedures due to internal factors such as oversight, human error and/or system error. This risk may also occur indirectly due to the imposition and/or amendment to the relevant regulatory frameworks, laws, rules and other prescribed practices affecting the Fund. The Manager has put in place internal controls to ensure that comprehensive and timely compliance monitoring is undertaken.

# e) Loan Financing Risk

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

# 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.

# g) Suspension Risk

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units where it is impractical for the Manager to calculate the NAV of the Fund due to the Manager being unable to determine the market value or fair value of a material portion of the Fund's investments. Upon suspension, the Fund will not able to pay Unit Holders' redemption proceeds in a timely manner and Unit Holders will be required to remain invested in the Fund for a longer period. In such a scenario, Unit Holder's investments will continue to be subjected to risk factors inherent to the Fund.

# 1.14.2 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 the Fund are managed by the External Investment Manager, as such, 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's investments by the External Investment Manager, the NAV of the Fund would be affected negatively. The Fund would also be affected should there be any unresolved dispute between the Manager and the External Investment Manager. Although the probability of such occurrence is minor, should the situation arise, the Manager reserves the right to seek an alternative external investment manager to replace the External Investment Manager.

# b) Currency Risk

The Fund's assets may be invested in securities denominated in currencies other than the Base Currency. The Fund may be adversely impacted by changes in exchange rates between the currencies of such securities and the Base Currency. Changes in exchange rates may also adversely impact any income earned on these investments which may be subject to the same exchange rate risk. 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 of the hedged Classes 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 the investors in these hedged Classes.

Investors in the hedged Classes should also note that in the event if the size of the hedged Classes is relatively small, the Manager may not hedge the respective currency of the hedged Classes against the Base Currency if it is of the view that the hedging is not in the interests of the Fund and/or Unit Holders.

# (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.

# c) Currency Control Risk

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

# d) Counterparty Risk

The Fund will be exposed to credit risk of the counterparties for its investments in FDIs/Liquid Assets with the financial institutions. Any default by the counterparty would affect the NAV of the Fund. The Fund will only enter into FDIs/Liquid Assets that are issued by counterparty with a minimum long-term credit rating of investment grade (including gradation and subcategories). Where the counterparty is not rated, the counterparty must be guaranteed by the parent company of the counterparty which has an investment grade credit rating (including gradation and subcategories). In the event where the rating of the counterparty falls below the minimum required, or the counterparty ceases to be rated, analysis

will be conducted to assess the impact of unwinding the affected trades and replacement cost. We shall, within six (6) months or sooner, if the Trustee considers it to be in the best interests of the Unit Holders, take the necessary action to ensure that the requirements are complied with.

# e) 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 have an impact on the prices of the Fund's investment in those countries and consequently may also adversely affect the Fund's NAV.

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

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

# g) Market Custody and Settlement Risk

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

# h) Volatility Risk

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

# i) Equities Risk

The Fund will invest in equities. The prices of and the income generated by equities may decline in response to certain events, including the activities and results of the issuer, general economic and market conditions, regional or global economic instability and currency and interest rate fluctuations. There can be no guarantee that the value of any equities held by the Fund will increase in value or that any income will be derived from such equities. The value of, and income derived from, equities held by the Fund may fall as well as rise and the Fund may not recoup the original amount invested in such equities.

# j) Geopolitical and Regulatory Risk

Future and ongoing political, legal and regulatory changes in the United States of America and around the world could have a material adverse effect on the Fund. It is impossible to predict the full effect of such changes, which could, among other things, divert the External Investment Manager's time, attention and resources from portfolio management activities, increase operating expenses and limit the Fund's ability to make certain investments.

# k) Holdings Concentration Risk

The Fund may be invested in a small number of securities and may be subject to a greater degree of volatility and risk than a fund that is more widely diversified.

# I) Stock Connect Risk

To the extent that the Fund's investments in China are dealt via Stock Connect, such dealing may be subject to additional risk factors. In particular, investors should note that Stock Connect is a relatively new trading programme.

The relevant regulations are untested and subject to change. Stock Connect is subject to quota limitations which may restrict the Fund's ability to deal via Stock Connect on a timely basis. This may impact the Fund's ability to implement its investment strategy effectively.

The scope of the Shanghai-Hong Kong Stock Connect includes all constituent stocks of the SSE 180 Index, the SSE 380 Index and all SSE-listed China A Shares that are not included as constituent stocks of the relevant indices but which have corresponding H Shares listed on SEHK.

The scope of the Shenzhen-Hong Kong Stock Connect includes all constituent stocks of the SZSE component index, SZSE Small/Mid Cap Innovation Index which have a market capitalisation of Renminbi six (6) billion or above and all SZSE-listed shares of companies which have issued both China A-Shares and H Shares.

Investors should note further that under the relevant regulations a security may be recalled from the scope of Stock Connect. This may adversely affect the Fund's ability to meet its investment objective, e.g. when the External Investment Manager wishes to purchase a security which is recalled from the scope of Stock Connect.

# m) FDIs Risk

FDIs may be used to a limited degree and only where the relevant investment guidelines permit.

The successful use of such instruments depends on the ability to accurately predict movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets. If the External Investment Manager's prediction is incorrect, or if the FDIs do not work as anticipated, greater losses may be incurred than had FDIs not been used.

While some strategies involving FDIs can reduce the risk of loss, they can also reduce the opportunity for gain or even result in losses by offsetting favourable price movements in other investments. This results in likelihood of high volatility of the NAV per Unit of the Fund.

Investments in FDIs may require the deposit of an initial margin and additional deposits of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, FDI investments may be liquidated at a loss.

Other risks in using FDIs include the risk of mispricing or improper valuation of FDIs and the inability of FDIs to correlate perfectly with underlying assets, rates and indices. Many FDIs, in particular privately negotiated FDIs, are complex and often valued subjectively. Improper valuations can result in increased cash payment requirements to counterparties or a loss of value to the Fund. Also, the value of FDIs may not correlate perfectly, or at all, with the value of the assets, reference rates or indices they are designed to closely track. In addition, the use of FDIs may attract taxes for short-term capital gains than had FDIs not been used.

For hedged Classes, the Manager may use forward contract for the purpose of hedging the foreign currency movement against the Base Currency. In particular, for those forward transactions that are traded OTC, there is an increase in counterparty risk. If a counterparty defaults, the Fund may not get the expected payment or delivery of assets. This may result in the loss of the unrealised profit. The investment in FDIs is used to reduce currency fluctuation risk for the Fund.

# n) Liquidity Risk

Liquidity risk exists when particular investments are 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 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 monitor the minimum threshold for daily liquidity of the investment of the Fund. In the event the investments of 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.

# o) Performance Fee Risk

Performance fees may be payable by the Fund to the Manager if the criteria to charge a performance fee to the Fund are met. Such fees may incentivise the Manager and/or External Investment Manager to take on excessive risk which may result in adverse outcome for the Unit Holders.

1.15 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 target return of the Fund;
- (c) hedge currency risk, if applicable; and
- (d) escalate and report investment related matters of the Fund to the senior management and investment committee of TAIM.

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

- (a) constantly monitor the market liquidity and pricing;
- (b) always adhere to the Fund's investment policy and strategy and the investment restrictions and limits 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 requests. The External Investment Manager deploys a proprietary risk model to quantify liquidity risks by taking into consideration, different determinants of liquidity for the individual securities. Key liquidity metrics are the time to liquidate (also known as the liquidity profile) and liquidation cost at the security and Fund level. In addition, historical redemption patterns are considered in assessing the ability of the Fund in meeting redemption requests. Liquidity stress tests based on stress scenarios are also performed.

To avoid suspension of the Fund, the Fund will hold adequate Liquid Assets and if the Liquid Assets are insufficient to meet redemption requests, the External Investment Manager will liquidate the investments of the Fund. If the liquidation of the investments is insufficient to meet redemption requests, the External Investment Manager will inform the Manager, and the Manager may seek temporary financing, considering the best interests of Unit Holders. If the Manager is of the view that it has exhausted all possible avenues to avoid a suspension of the Fund, the Manager may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units where it is impractical for the Manager to calculate the NAV of the Fund due to the Manager being unable to determine the market value or fair value of a material portion of the Fund's investments. Please note that during the suspension period, there will be no NAV per Unit available and hence, any application for subscription, redemption or switching of Units received by the Manager during the suspension period will only be accepted and processed on the next Business Day after the cessation of the suspension. Unit Holders will be notified of the suspension and when the suspension is lifted.

# **Derivatives**

We may use the derivatives for efficient portfolio management if the transaction is:

- a) economically appropriate and realised in a cost-effective way;
- b) entered into for one or more of the following specific aims:
  - (i) reduction of risk;
  - (ii) reduction of cost; or
  - (iii) generation of additional capital or income for the Fund with a level of risk which is consistent with the risk profile of the Fund and the risk diversification requirements as prescribed in the Guidelines:
- c) the exposure is fully covered to meet any obligation to pay or deliver; and
- d) the risks are adequately captured by the risk management policy and procedures of the Fund.

# Global exposure calculation method:

For the purposes of the Fund's investment in derivatives for hedging and/or efficient portfolio management purposes, the global exposure will be calculated using commitment approach to ensure it does not exceed the Fund's NAV. The global exposure of the Fund to derivatives is calculated as the sum of the:

- (a) absolute value of the exposure of each individual derivative not involved in netting or hedging arrangements;
- (b) absolute value of the net exposure of each individual derivative after netting or hedging arrangement; and

(c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC derivatives.

If the FDIs are not listed or quoted on the exchange, we will attempt to minimise the risks of using derivatives through the careful selection of reputable counterparties and constant monitoring of derivative position. Such counterparties will have a minimum long-term credit rating of investment grade (including gradation and subcategories) and will be subject to such other selection criteria as we may determine. Where the counterparty is not rated, the counterparty must be guaranteed by the parent company of the counterparty which has an investment grade credit rating (including gradation and subcategories).

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 17.

# **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)		
For USD Class, AUD Class, SGD Class, MYR Class and MYR Hedged Class	Class A	Class B	
Imposed by IUTAs	2.00%	5.50%	
Imposed by Unit Trust Consultants	2.00%	5.50%	
Imposed by the Manager	2.00%	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

Up to 1.00% of the NAV per Unit if a redemption request is made within six (6) months from the Investment Date of the Fund. Thereafter, no redemption charge will be charged. The redemption charge will be retained by the Fund for the benefit of the remaining Unit Holders.

Note: We reserve the right to waive/reduce the redemption charge from time to time at our absolute discretion.

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

# 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.

	Class A	Class B
USD Class	USD25	
AUD Class	AUD25	
SGD Class	SGD25	
MYR Class	-	
MYR Hedged Class	-	

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

Switching is treated as a redemption from a Class/Fund and an investment into another Class or TAIM's fund (or its classes of units). As such:

- (i) in addition to switching fee, Unit Holders will be charged the difference between the sales charge of the Class/Fund and the sales charge of the Class or TAIM's fund (or its classes of units) to be switched into when switching from a Class/Fund with a lower sales charge to a Class or TAIM's fund (or its classes of units) with a higher sales charge; and
- (ii) Unit Holders will only be charged the switching fee but will not be charged the difference between the sales charge of the Class/Fund and the sales charge of the Class or TAIM's fund (or its classes of units) to be switched into when switching from a Class/Fund with a higher sales charge to a Class or TAIM's fund (or its classes of units) with a lower sales charge.

The Manager reserves the right to vary the terms and conditions of switching from time to time and the Unit Holders will be notified accordingly.

# 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.

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

# 2.6 Performance Fee

The Manager will earn a 15% performance fee on the appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value during a Performance Period. In the interest of Unit Holders, the Manager imposes a Hurdle Value, which is the High Water Mark plus 8%, which the performance of the Class has to exceed before the Manager is eligible to charge a performance fee.

Performance fee equalisation is not adopted. As such, the performance fee payable on Units held by Unit Holders may not correspond to the actual performance of those Units. The performance fee is not determined based on the Fund's performance from the point of subscription of Units by the Unit Holders. It is possible for a Unit Holder to incur performance fee on his or her Units even if the return on those Units is less than the hurdle rate of 8%. For example, if the Unit Holder redeems his or her Units at a higher NAV per Unit than when he or she subscribed for such Units, but the return is less than or equal to the hurdle rate of 8%, a performance fee will still be charged on those redeemed Units so long as the NAV per Unit exceeds the Hurdle Value on the redemption date.

The illustrations below are in MYR term based on MYR Hedged Class A unless otherwise stated.

# 2.6.1 High Water Mark and Hurdle Value

At the beginning of a Performance Period, the Manager will determine the HWM.

The HWM for the 1<sup>st</sup> Performance Period will be the prevailing NAV per Unit on the date of this Prospectus ("Date") for Class A, and the initial offer price for Class B, respectively.

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

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

For example, if the NAV per Unit on the last Valuation Day of the 1<sup>st</sup> Performance Period is RM1.08, which is higher than the HWM for the 1<sup>st</sup> Performance Period i.e.: RM1.00, the HWM for the 2<sup>nd</sup> Performance Period will be RM1.08. However, if the NAV per Unit on the last Valuation Day of the 1<sup>st</sup> Performance Period is RM0.99, which is lower than the HWM for the 1<sup>st</sup> Performance Period i.e.: RM1.00, the HWM for the 2<sup>nd</sup> Performance Period will be RM1.00.

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

Please find below the illustration on the entitlement of performance fee:

Table 1:

Performance Period	HWM (RM)	Hurdle Value (HWM + 8%)	NAV per Unit on the last Valuation Day of a Performance Period (RM)	Performance Fee	Remarks for HWM resetting (RM)
	А	B = A x (1 + 8%)	С	If C>B	If C>A = to reset the HWM for the next Performance Period If C <a =="" to<br="">remain the HWM for the next Performance Period</a>
Year 1	1.0000	1.0800	1.1013	Yes	Reset to 1.1013 for Year 2
Year 2	1.1013	1.1894	1.1200	No	Reset to 1.1200 for Year 3
Year 3	1.1200	1.2096	1.2269	Yes	Reset to 1.2269 for Year 4
Year 4	1.2269	1.3251	1.2100	No	Remain at 1.2269 for Year 5

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

The HWM for the 1<sup>st</sup> Performance Period is RM1.0000. The Hurdle Value for the 1<sup>st</sup> Performance Period is RM1.0000 plus 8% growth which is RM1.0800.

Based on Table 1 above, the NAV per Unit on the last Valuation Day of the 1<sup>st</sup> Performance Period is RM1.1013, which is **higher** than the Hurdle Value of RM1.0800. Thus, the Manager is **entitled** to charge a performance fee.

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

The HWM for the 2<sup>nd</sup> Performance Period will be RM1.1013 as the NAV per Unit on the last Valuation Day of the 1<sup>st</sup> Performance Period is higher than the HWM for Year 1. The Hurdle Value for the 2<sup>nd</sup> Performance Period is RM1.1013 plus 8% growth which is RM1.1894.

Based on Table 1 above, the NAV per Unit on the last Valuation Day of the 2<sup>nd</sup> Performance Period is RM1.1200, which is **lower** than the Hurdle Value of RM1.1894. Thus, the Manager is **not entitled** to charge a performance fee.

# 3<sup>rd</sup> Performance Period (Year 3)

The HWM for the 3<sup>rd</sup> Performance Period will be RM1.1200 as the NAV per Unit on the last Valuation Day of the 2<sup>nd</sup> Performance Period is higher than the HWM for Year 2. The Hurdle Value for the 3<sup>rd</sup> Performance Period is RM1.1200 plus 8% growth which is RM1.2096.

Based on Table 1 above, the NAV per Unit on the last Valuation Day of the 3<sup>rd</sup> Performance Period is RM1.2269, which is **higher** than the Hurdle Value of RM1.2096. Thus, the Manager is **entitled** to charge a performance fee.

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

The HWM for the 4<sup>th</sup> Performance Period will be RM1.2269 as the NAV per Unit on the last Valuation Day of the 3<sup>rd</sup> Performance Period is higher than the HWM for Year 3. The Hurdle Value for the 4<sup>th</sup> Performance Period is RM1.2269 plus 8% growth which is RM1.3251.

Based on Table 1 above, the NAV per Unit on the last Valuation Day of the 4<sup>th</sup> Performance Period is RM1.2100, which is **lower** than the Hurdle Value of RM1.3251. Thus, the Manager is **not entitled** to charge a performance fee.

#### 2.6.2 Calculation of Performance Fee

The performance fee is calculated and readjusted on a daily basis. If the Fund's performance (NAV per Unit before performance fee) exceeds the Hurdle Value on any particular day, the applicable performance fee for the day will be accrued and accounted as a liability of the Fund in computing the NAV per Unit on that day, and this will reduce the NAV per Unit for that day. Correspondingly, if the Fund's performance (NAV per Unit before performance fee) does not exceed the Hurdle Value on any particular day, there is no performance fee charged. Performance fee which has been accrued and accounted as the liability of the Fund on the previous day will be reversed (i.e. reset to zero) except for the performance fee charged on redeemed Units. The performance fee shall be payable to the Manager at the end of each Performance Period provided that the NAV per Unit (before performance fee) on the last Valuation Day is higher than the Hurdle Value, including the performance fee due to redeemed Units which will be accrued and only be crystallised at the end of a Performance Period ("crystallisation").

Table 2:

Day	Units in circulation (UIC)	HWM (RM)	Hurdle Value (HWM + 8%) (a)	NAV per Unit (before performance fee) (RM) (b)	NAV per Unit (after performance fee) (RM)	Performance fee [(b-a) x 15% x UIC] (RM)
Year 1						
1	50,000,000.00	1.0000	1.0800	1.0250	1.0250	-
2	50,000,000.00	1.0000	1.0800	1.0600	1.0600	-
3	50,000,000.00	1.0000	1.0800	1.0940	1.0919	105,000.00
4	50,022,895.87	1.0000	1.0800	1.0700	1.0700	-
5	50,022,895.87	1.0000	1.0800	1.0850	1.0843	37,517.17
6	50,022,895.87	1.0000	1.0800	1.1000	1.0970	150,068.69
7	50,022,895.87	1.0000	1.0800	1.0920	1.0902	90,041.21
8	50,022,895.87	1.0000	1.0800	1.0800	1.0800	-
9	50,022,895.87	1.0000	1.0800	1.0650	1.0650	-
10	50,022,895.87	1.0000	1.0800	1.0780	1.0780	-
11	50,022,895.87	1.0000	1.0800	1.0980	1.0953	135,061.82
12	50,012,895.87	1.0000	1.0800	1.1200	1.1140	300,077.38
13	50,019,825.85	1.0000	1.0800	1.1180	1.1123	285,113.01
365	50,019,825.85	1.0000	1.0800	1.1050	1.1013	187,574.35

Year 2						
1 2	50,019,825.85 49,989,825.85	1.1013 1.1013	1.1894 1.1894	1.1950 1.1350	1.1942 1.1350	42,016.65 -
↓ 365	49,989,825.85	1.1013	1.1894	1.1200	1.1200	-

# Year 1: HWM is RM1.0000

Based on Table 2 above, the HWM for the 1<sup>st</sup> Performance Period is RM1.0000, which is the NAV per Unit on Day 1 and hence, the Hurdle Value is RM1.0800.

# Day 1 - there is no subscription or redemption

The NAV per Unit (before performance fee) is RM1.0250, which is lower than the Hurdle Value of RM1.0800, the Manager will not charge a performance fee.

Total Units in circulation	50,000,000.00 Units
NAV per Unit before performance fee	RM1.0250
NAV per Unit after performance fee	RM1.0250

# Day 3 - there are subscriptions of RM25,000 but no redemption

The NAV per Unit (before performance fee) is RM1.0940, which is higher than the Hurdle Value of RM1.0800, the performance fee charged for Day 3 is calculated as follows:

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

Units in circulation of the Fund

= [RM1.0940 - RM1.0800] x 15% x 50,000,000.00 Units

= RM105,000.00

# Subscriptions

Amount to be subscribed by Unit Holder = RM25,000.00

No. of additional Units subscribed = RM25,000.00 / RM1.0919

= 22,895.87 Units

The NAV per Unit payable by the Unit Holder would be RM1.0919.

Total Units in circulation	50,000,000.00 Units
NAV per Unit before performance fee	RM1.0940
NAV per Unit after performance fee	RM1.0919
No. of additional Units subscribed (RM25,000/RM1.0919)	22,895.87 Units
Total Units in circulation after subscriptions	50,022,895.87 Units
NAV per Unit after incorporating subscriptions	RM1.0919

# Day 4 - there is no subscription or redemption

The NAV per Unit (before performance fee) is RM1.0700, which is lower than the Hurdle Value of RM1.0800, the Manager will not charge a performance fee.

The accrued performance fee on Day 3 which is RM105,000.00 will be reversed and reset to zero.

Total Units in circulation	50,022,895.87 Units
NAV per Unit before performance fee	RM1.0700
NAV per Unit after performance fee	RM1.0700

# Day 11 – there are redemptions of 10,000 Units but no subscription

The NAV per Unit (before performance fee) is RM1.0980, which is higher than the Hurdle Value of RM1.0800, the performance fee charged for Day 11 is calculated as follows:

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

Units in circulation of the Fund

= [RM1.0980 - RM1.0800] x 15% x 50,022,895.87 Units

= RM135,061.82

The Manager is **entitled** to charge a performance fee for the redemption request received on Day 11 of the Performance Period as follows:

# Redemptions

Number of Units to be redeemed by Unit Holder = 10.000 Units NAV per Unit (before performance fee) @ Day 11 = RM1.0980

Performance fee (crystallisation\*)  $= [RM1.0980 - RM1.0800] \times 15\% \times 10,000$ 

> Units = RM27.00\*

Redemption amount payable to Unit Holder = 10,000 Units x RM1.0953

= RM10,953.00

The NAV per Unit redeemed by the Unit Holder would be RM1.0953.

Total Units in circulation	50,022,895.87 Units
NAV per Unit before performance fee	RM1.0980
NAV per Unit after performance fee	RM1.0953
No. of Units redeemed	10,000 Units
Total Units in circulation after redemptions	50,012,895.87 Units
NAV per Unit after incorporating redemptions	RM1.0953

# Day 12 - there are subscriptions of RM30,000 and redemptions of 20,000 Units

The NAV per Unit (before performance fee) is RM1.1200, which is higher than the Hurdle Value of RM1.0800, the performance fee charged for Day 12 is calculated as follows:

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

Units in circulation of the Fund

 $= [RM1.1200 - RM1.0800] \times 15\% \times 50,012,895.87$  Units

= RM300,077.38

# Subscriptions

Amount to be subscribed by Unit Holder = RM30.000.00

No. of additional Units subscribed = RM30,000.00 / RM1.1140

= 26,929.98 Units

The NAV per Unit payable by the Unit Holder would be RM1.1140.

The Manager is entitled to charge a performance fee for the redemption request received on Day 12 of the Performance Period as follows:

# Redemptions

Number of Units to be redeemed by Unit Holder NAV per Unit (before performance fee) @ Day 12

= 20,000.00 Units

= RM1.1200

Performance fee (crystallisation\*)

 $= [RM1.1200 - RM1.0800] \times 15\% \times 20,000.00$ 

Units

= RM120.00\*

<sup>\*</sup> During the Performance Period, such amount will be maintained in the account payable of the Fund and will be paid to the Manager at the end of the Performance Period.

Redemption amount payable to Unit Holder = 20.000 Units x RM1.1140

= RM22,280.00

The NAV per Unit redeemed by the Unit Holder would be RM1.1140.

Total Units in circulation	50,012,895.87 Units
NAV per Unit before performance fee	RM1.1200
NAV per Unit after performance fee	RM1.1140
No. of additional Units subscribed (RM30,000/RM1.1140)	26,929.98 Units
No. of Units redeemed	20,000 Units
Total Units in circulation after subscriptions and redemptions	50,019,825.85 Units
NAV per Unit after incorporating subscriptions and redemptions	RM1.1140

Assumption: There has been no subscription or redemption request from Day 13 to Day 364.

# Day 365 – there is no subscription or redemption

The NAV per Unit (before performance fee) is RM1.1050, which is higher than the Hurdle Value of RM1.0800, the performance fee charged for Day 365 is calculated as follows:

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

Units in circulation of the Fund

= [RM1.1050 - RM1.0800] x 15% x 50,019,825.85 Units

= RM187,574.35

Total performance fee crystallised for the 1st Performance Period (including the performance fee due to the Manager in relation to redeemed Units on Day 11 and Day 12)

= RM187.574.35 + RM27.00 + RM120.00

= RM187,721.35

# Year 2: HWM is RM1.1013

Based on Table 2 above, the HWM for the 2<sup>nd</sup> Performance Period is RM1.1013 as the NAV per Unit on the last Valuation Day of the 1st Performance Period is higher than the HWM for Year 1. The Hurdle Value for the 2<sup>nd</sup> Performance Period is RM1.1013 plus 8% growth which is RM1.1894.

# Day 1 – there are redemptions of 30,000 Units but no subscription

The NAV per Unit (before performance fee) is RM1.1950, which is higher than the Hurdle Value of RM1.1894, the performance fee charged for Day 1 is calculated as follows:

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

Units in circulation of the Fund

= [RM1.1950 - RM1.1894] x 15% x 50,019,825.85 Units

= RM42,016.65

The Manager is entitled to charge a performance fee for the redemption request received on Day 1 of the Performance Period as follows:

# Redemptions

Number of Units to be redeemed by Unit Holder = 30,000 Units NAV per Unit (before performance fee) @ Day 1 = RM1.1950

Performance fee (crystallisation\*)  $= [RM1.1950 - RM1.1894] \times 15\% \times 30,000$ 

Units

= RM25.20\*Redemption amount payable to Unit Holder

= 30,000 Units x RM1.1942

= RM35,826.00

<sup>\*</sup> During the Performance Period, such amount will be maintained in the account payable of the Fund and will be paid to the Manager at the end of the Performance Period.

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

The NAV per Unit redeemed by the Unit Holder would be RM1.1942.

Total Units in circulation	50,019,825.85 Units
NAV per Unit before performance fee	RM1.1950
NAV per Unit after performance fee	RM1.1942
No. of Units redeemed	30,000 Units
Total Units in circulation after redemption	49,989,825.85 Units
NAV per Unit after incorporating redemptions	RM1.1942

Assumption: There has been no subscription or redemption request from Day 2 to Day 364.

# Day 365 - there is no subscription or redemption

The NAV per Unit (before performance fee) is RM1.1200, which is lower than the Hurdle Value of RM1.1894, the Manager will not charge a performance fee.

Total Units in circulation	49,989,825.85 Units
NAV per Unit before performance fee	RM1.1200
NAV per Unit after performance fee	RM1.1200

Total performance fee crystallised for the 2<sup>nd</sup> Performance Period (i.e. the performance fee due to the Manager in relation to redeemed Units on Day 1) = RM25.20

The HWM for the 3<sup>rd</sup> Performance Period is RM1.1200 as the NAV per Unit on the last Valuation Day of the 2<sup>nd</sup> Performance Period is higher than the HWM for Year 2. The Hurdle Value for the 3<sup>rd</sup> Performance Period is RM1.1200 plus 8% growth which is RM1.2096.

# Illustrations:

The examples below illustrate the potential differences in returns between the Fund with a performance fee and a fund without a performance fee in different scenarios over the Performance Period. The examples are for illustration only and exclude any payable taxes and/or duties. The returns shown are for illustrative purposes only and there is no guarantee that the Fund will achieve these returns.

# Example 1: A fund outperforms the Hurdle Value over the Performance Period

- Class A's gross return (exclude annual management fee but include other fees and expenses) is 11.80%
- Hurdle rate is 8.00%
- Performance fee rate is 15.00%
- Total annual management fee charged to Class A with a performance fee is 1.20%
- Total annual management fee charged to fund C without a performance fee is 1.80%

	Class A with a performance fee	Fund C without a performance fee
Gross return <sup>1</sup>	11.80%	11.80%
Less annual management fee <sup>2</sup>	1.20%	1.80%
Return after annual management fee	10.60%	10.00%
Less performance fee (i.e.: 15.00% of excess performance) <sup>3</sup>	0.39%	Not applicable
Net return after performance fee	10.21%	10.00%
Effective fee (i.e.: total annual management fee and performance fee) <sup>4</sup>	1.59%	1.80%

# Example 2: A fund underperforms the Hurdle Value over the Performance Period

- Class A's gross return (exclude annual management fee but include other fees and expenses) is 6.00%
- Hurdle rate is 8.00%
- Performance fee rate is 15.00%
- Total annual management fee charged to Class A with a performance fee is 1.20%
- Total annual management fee charged to fund C without a performance fee is 1.80%

	Class A with a performance fee	Fund C without a performance fee
Gross return <sup>1</sup>	6.00%	6.00%
Less annual management fee <sup>2</sup>	1.20%	1.80%
Return after annual management fee	4.80%	4.20%
Less performance fee (i.e.: 15.00% of excess performance) <sup>3</sup>	Not applicable	Not applicable
Net return after performance fee	4.80%	4.20%
Effective fee (i.e.: total annual management fee and performance fee) <sup>4</sup>	1.20%	1.80%

# Example 3: A fund outperforms the Hurdle Value over the Performance Period

- Class B's gross return (exclude annual management fee but include other fees and expenses) is 11.80%
- Hurdle rate is 8.00%
- Performance fee rate is 15.00%
- Total annual management fee charged to Class B with a performance fee is 1.60%
- Total annual management fee charged to fund D without a performance fee is 1.80%

	Class B with a performance fee	Fund D without a performance fee
Gross return <sup>1</sup>	11.80%	11.80%
Less annual management fee <sup>2</sup>	1.60%	1.80%
Return after annual management fee	10.20%	10.00%
Less performance fee (i.e.: 15.00% of excess performance) <sup>3</sup>	0.33%	Not applicable
Net return after performance fee	9.87%	10.00%
Effective fee (i.e.: total annual management fee and performance fee) <sup>4</sup>	1.93%	1.80%

# Example 4: A fund underperforms the Hurdle Value over the Performance Period

- Class B's gross return (exclude annual management fee but include other fees and expenses) is 6.00%
- Hurdle rate is 8.00%
- Performance fee rate is 15.00%
- Total annual management fee charged to Class B with a performance fee is 1.60%
- Total annual management fee charged to fund D without a performance fee is 1.80%

	Class B with a performance fee	Fund D without a performance fee
Gross return <sup>1</sup>	6.00%	6.00%
Less annual management fee <sup>2</sup>	1.60%	1.80%
Return after annual management fee	4.40%	4.20%
Less performance fee (i.e.: 15.00% of excess performance) <sup>3</sup>	Not applicable	Not applicable
Net return after performance fee	4.40%	4.20%
Effective fee (i.e.: total annual management fee and performance fee) <sup>4</sup>	1.60%	1.80%

Note 1: exclude annual management fee but include other fees and expenses.

Note <sup>2</sup>: for illustration purposes only, it is assumed that global equity funds in the industry generally charge an average annual management fee of up to 1.80% of the fund's NAV. This assumption is provided as a general reference and does not necessarily reflect the actual fees charged by any particular fund.

Note <sup>3</sup>: performance fee = 15.00% x excess over hurdle rate<sup>5</sup>.

Note <sup>4</sup>: inclusive of the annual management fee and performance fee only. Unit Holders are advised to refer to the fees and charges directly or indirectly incurred when you purchase or redeem Units of the Fund.

Note 5: excess over hurdle rate refers to return after annual management fee less hurdle rate.

# 2.7 Annual Management Fee

	Class A	Class B		
USD Class				
AUD Class	Unite 1 200/ per appum of the	Up to 1.60% per annum of the NAV of the Class		
SGD Class	Up to 1.20% per annum of the NAV of the Class			
MYR Class	NAV OI THE Class			
MYR Hedged Class				

# Notes:

- The annual management fee is calculated and accrued on a daily basis.
- For information on the current annual management fee charged, please refer to our website at <a href="https://www.tainvest.com.my/taim-annual-management-fee-trustee-fee/">https://www.tainvest.com.my/taim-annual-management-fee-trustee-fee/</a>.

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

# 2.8 Annual Trustee Fee

Up to 0.035% per annum of the NAV of the Fund, subject to a minimum fee of RM12,000 per annum (excluding foreign custodian fees and charges).

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.

For information on the current annual trustee fee charged, please refer to our website at <a href="https://www.tainvest.com.my/taim-annual-management-fee-trustee-fee/">https://www.tainvest.com.my/taim-annual-management-fee-trustee-fee/</a>. Please refer to Section 3.1.1 Computation of NAV and NAV per Unit on how the annual trustee fee is calculated.

# 2.9 Other Expenses

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 investments of the Fund, shown on the contract notes or confirmation notes (if any);
- (b) (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;
- (c) taxes and other duties charged on the Fund by the government and/or other authorities;
- (d) costs, fees and expenses properly incurred by the auditor of the Fund;
- (e) fees for the valuation of any investment of the Fund;
- (f) 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;
- (g) 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;
- (h) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- (i) costs, fees and expenses incurred in engaging any specialists approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (k) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (I) costs, fees and expenses incurred in the termination of the Fund or a Class or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company:
- (m) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund, a Class or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund or the Class (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);
- (n) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- (o) 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;
- (p) 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;
- (q) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and/or lodgment 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;
- (r) fees in relation to fund accounting;
- (s) costs, fees and expenses incurred for the subscription, renewal and/or licensing of the benchmark index; and
- (t) 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 (s) above.

# 2.10 Policy on Rebates and Soft Commissions

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

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

(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.

# Notes:

- 1. The Manager may for any reason and at any time, waive or reduce: (a) any fees (except the annual trustee fee¹); (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. The Manager reserves the right to enter into a separate agreement with the Unit Holders for a lower annual management fee. The reduction in the annual management fee will be calculated and reimbursed to the Unit Holders by the Manager accordingly.
- 2. Unit Holders and/or the Fund, shall be responsible for any taxes and/or duties chargeable in respect of all applicable fees, charges and expenses which may be imposed by the government or other authorities from time to time as provided in this Prospectus.

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

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<sup>&</sup>lt;sup>1</sup> Any waiver and/or reduction of the annual trustee fee will be at the discretion of the Trustee.

# **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 investments, 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 LSEG 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 Class A	AUD Class A	SGD Class A	MYR Class A	MYR Hedged Class A
	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)
Net Asset Value (NAV) BF	56,452,990.75	9,252,515.85	10,560,492.47	1,555,432.57	5,065,080.71	12,986,252.69
Multi Class Ratio (MCR) %	30, 132,330173	16.38977090	18.70670150	2.75527045	8.97220970	23.00365759
Class Gains	19,083.86	-	-	-	-	14,541.93
Gains, Income and Expenses	195,922.51	32,111.25	36,650.64	5,398.20	17,578.58	45,069.34
Gross Asset Value Before Fee	56,667,997.13	9,284,627.10	10,597,143.11	1,560,830.77	5,082,659.29	13,045,863.96
Management Fee	- 2,050.42	305.25 -	348.40	- 51.31	- 167.10	- 428.91
Trustee Fee	- 54.33	8.90 -	10.16	- 1.50	- 4.87	- 12.51
NAV Before Performance Fee	56,665,892.38	9,284,312.95	10,596,784.55	1,560,777.96	5,082,487.32	13,045,422.54
Performance Fee (Note 1)	- 210,074.11	- 15,682.50 -	74,090.32	- 6,307.03	-	- 51,000.00
NAV After Performance Fee	56,455,818.27	9,268,630.45	10,522,694.23	1,554,470.93	5,082,487.32	12,994,422.54
Unit in Circulation		8,500,000.00	14,500,000.00	1,800,000.00	20,000,000.00	50,000,000.00
Exchange Rate		1.0000	1.5500	1.2800	4.2500	4.2500
Before Performance Fee						
NAV Per Unit in Fund Currency		1.09227211	0.73081273	0.86709887	0.25412437	0.26090845
NAV Per Unit in Class Currency		1.09227211	1.13275973	1.10988655	1.08002857	1.10886091
NAV Per Unit in Class Currency (Rounded to Four	Decimals)	1.0923	1.1328	1.1099	1.0800	1.1089
After Performance Fee						
NAV Per Unit in Fund Currency		1.09042711	0.72570305	0.86359496	0.25412437	0.25988845
NAV Per Unit in Class Currency		1.09042711	1.12483973	1.10540155	1.08002857	1.10452591
NAV Per Unit in Class Currency (Rounded to Four	Decimals)	1.0904	1.1248	1.1054	1.0800	1.1045
Note 1: Performance fee						
HWM		1.0000	1.0000	1.0000	1.0000	1.0000
Hurdle value (HWM*1.08)		1.0800	1.0800	1.0800	1.0800	1.0800
NAV Per Unit Before Performance Fee		1.0923	1.1328	1.1099	1.0800	1.1089
Performance Fee in Class Currency		15,682.50	114,840.00	8,073.00	-	216,750.00
Performance Fee USD Currency		15,682.50	74,090.32	6,307.03	-	51,000.00

Items	Fund	USD Class B	AUD Class B	SGD Class B	MYR Class B	MYR Hedged Class B
	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)
Net Asset Value (NAV) BF	56,452,990.75	659,005.50	1,570,052.47	776,534.40	5,155,380.54	8,872,243.55
Multi Class Ratio (MCR) %		1.16735268	2.78116792	1.37554165	9.13216549	15.71616212
Class Gains	19,083.86	-	-	-	-	4,541.93
Gains, Income and Expenses	195,922.51	2,287.11	5,448.93	2,695.00	17,891.97	30,791.50
Gross Asset Value Before Fee	56,667,997.13	661,292.61	1,575,501.40	779,229.40	5,173,272.51	8,907,576.98
Management Fee	- 2,050.42	- 28.99	- 69.06	- 34.16 -	226.77	- 390.47
Trustee Fee	- 54.33 -	0.63	1.51 -	0.75 -	4.96	- 8.54
NAV Before Performance Fee	56,665,892.38	661,262.99	1,575,430.83	779,194.49	5,173,040.78	8,907,177.97
Performance Fee (Note 1)	- 210,074.11	-	- 6,387.10	- 2,974.22 -	13,552.94	- 40,080.00
NAV After Performance Fee	56,455,818.27	661,262.99	1,569,043.73	776,220.27	5,159,487.84	8,867,097.97
Unit in Circulation		1,230,000.00	4,400,000.00	1,800,000.00	40,000,000.00	68,000,000.00
Exchange Rate		1.0000	1.5500	1.2800	4.2500	4.2500
Before Performance Fee						
NAV Per Unit in Fund Currency		0.53761219	0.35805246	0.43288583	0.12932602	0.13098791
NAV Per Unit in Class Currency		0.53761219	0.55498131	0.55409386	0.54963559	0.55669862
NAV Per Unit in Class Currency (Rounded to Four	Decimals)	0.5376	0.5550	0.5541	0.5496	0.5567
After Performance Fee						
NAV Per Unit in Fund Currency		0.53761219	0.35660085	0.43123348	0.12898720	0.13039850
NAV Per Unit in Class Currency		0.53761219	0.55273132	0.55197885	0.54819560	0.55419363
NAV Per Unit in Class Currency (Rounded to Four	Decimals)	0.5376	0.5527	0.5520	0.5482	0.5542
Note 1: Performance fee						
HWM		0.5000	0.5000	0.5000	0.5000	0.5000
Hurdle value (HWM*1.08)		0.5400	0.5400	0.5400	0.5400	0.5400
NAV Per Unit Before Performance Fee		0.5376	0.5550	0.5541	0.5496	0.5567
Performance Fee in Class Currency		-	9,900.00	3,807.00	57,600.00	170,340.00
Performance Fee USD Currency		-	6,387.10	2,974.22	13,552.94	40,080.00

#### Notes:

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

Please note that the calculation set out above is for illustration purposes and exclusive of any payable taxes and/or duties.

## 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 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.

#### Example:

#### Making an investment

## Illustration: Determining the Investment Amount & Units Entitlement

Assuming an investor decided to invest RM500,000.00 in the Fund for MYR Hedged Class A. The NAV per Unit is RM1.0000 and the sales charge is 2.00% of the NAV per Unit. The sales charge is calculated based on his investment amount and is illustrated as follows:

Investment amount	RM	500,000.00
Number of Units allocated (RM500,000.00 / RM1.0000)		500,000.00
Add sales charge of 2.00% of investment amount (2.00% x RM500,000.00)	RM	10,000.00
Amount payable by investor	RM	510,000.00

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

## 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.

## Illustrations on how the redemption charge is calculated

## A. If redemption request is made within six (6) months from the Investment Date of the Fund:

Application date for sale of Units = 1 July 2025 Request date for redemption of Units = 1 August 2025		
Number of Units to be redeemed		20,000.00
If, for example, the NAV per Unit calculated at the next valuation point is RM1. value, would be:	1000,	the redemption
Multiply NAV per Unit	RM	1.1000
Redemption value payable to investor	RM	22,000.00
Less redemption charge of 1.00% of redemption value (1.00% x RM22,000.00)	RM	220.00
Redemption value payable to investor	RM	21,780.00

#### B. If redemption request is made after six (6) months from the Investment Date of the Fund:

Application date for sale of Units = 1 July 2025 Request date for redemption of Units = 6 January 2026		
Number of Units to be redeemed		20,000.00
If, for example, the NAV per Unit calculated at the next valuation point is RM1. value, would be:	1000,	the redemption
Multiply NAV per Unit	RM	1.1000
Redemption value payable to investor	RM	22,000.00
Less redemption charge of 0.00% of redemption value (0.00% x RM22,000.00)	RM	0.00
Redemption value payable to investor	RM	22,000.00

Please note that the calculation set out above is based on MYR Hedged Class A and for illustration purposes only.

#### **Incorrect Pricing**

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

The Trustee shall not consider an incorrect valuation and/or 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/or 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
- (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

Minimum		Class A	Class B
Initial	USD Class	USD125,000	USD1,000
Investment	AUD Class	AUD150,000	AUD1,000
	SGD Class	SGD150,000	SGD1,000
	MYR Class	RM500,000	RM1,000
	MYR Hedged Class	RM500,000	RM1,000
	or such other lower amount	t as we may decide from time	e to time.
Minimum		Class A	Class B
Additional	USD Class	USD1,000	USD100
Investment	AUD Class	AUD1,000	AUD100
	SGD Class	SGD1,000	SGD100
	MYR Class	RM1,000	RM100
	MYR Hedged Class	RM1,000	RM100
	or such other lower amount	t as we may decide from time	e to time.

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 any of our business centres. Please refer to Chapter 11: List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors for details.

The duly completed documents, together with the proof of payment and a copy of bank statement 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 duly completed 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. A duly completed application received by us on or before 4.00 p.m. on a 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 by us after 4.00 p.m. will be deemed to have been received on the next Business Day. If an application is received by us on a non-Business Day, such application request will be processed based on the NAV per Unit calculated at the close of the next Business Day. 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.

We and the Trustee may temporarily suspend the subscription of Units of the Class or Fund, subject to the requirements in the Guidelines and in the circumstance as set out under Section 1.14.1(g) of this Prospectus.

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 denominated 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.

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

	Class A	Class B
USD Class		
AUD Class	1 000 Unito	FOO Limita
SGD Class	1,000 Units	500 Units
MYR Class		
MYR Hedged Class		

or such other lesser number of Units as we may decide from time to time.

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

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

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

A duly completed redemption request sent via fax is 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 at <a href="www.tainvest.com.my">www.tainvest.com.my</a> or from our head office or any of our business centres listed in the Chapter 11: List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors.

Any duly completed redemption request received by us 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. Any 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 a 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 are in foreign markets and the Fund is a multi-class fund which is subject to currency conversion, the Manager will be required to convert the Classes denominated in currencies that are different from the Base Currency into the respective currency of the Classes before processing the payment of redemption proceeds to you. When determining the payment period of redemption proceeds, the Manager must also take into consideration the cut off time imposed by the banks for any remittance, currencies' holiday and/or payment through nominee system for investors who invest in Units with an IUTA. Hence, under normal circumstances, the redemption proceeds will be paid to you within the period set out in the table below based on the respective Classes. Should the redemption request of the Fund be suspended (as prescribed in Sections 1.14.1(g) and 1.15 of this Prospectus), the redemption proceeds will be paid to you within ten (10) Business Days or eleven (11) Business Days (as the case may be) after the suspension is lifted.

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 A and Class B MYR Class A and Class B MYR Hedged Class A and Class B	Within ten (10) Business Days from the date the transaction form is received.
	AUD Class A and Class B SGD Class A and Class B	Within eleven (11) Business Days from the date the transaction form is received.

If any of the following circumstances shall occur which is beyond the control of the Manager:

- (i) operational, network or system disruptions involving the clearing houses, banks, Trustee, administrator (if any) and/or custodian; or
- (ii) settlement delays between the clearing houses, banks, Trustee, administrator (if any) and/or custodian,

the Manager may require up to two (2) additional Business Days for the Fund to receive the redemption proceeds, hence the redemption proceeds will be paid to you within twelve (12) Business Days or thirteen (13) Business Days (as the case may be) from the date the transaction form is received by the Manager. Should the redemption request of the Fund be suspended, the redemption proceeds will be paid to you within twelve (12) Business Days or thirteen (13) Business Days (as the case may be) after the suspension is lifted.

Payment of redemption proceeds shall be based on the selected payment method stated in the transaction form received by our head office or any of our business centres. In case of joint holders, we will process the redemption request based on the operating instruction stated in the account opening form when you first invested in the Fund. For the 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.

The NAV per Unit of the Fund will be forwarded to the FIMM. We shall ensure the accuracy of the NAV per Unit forwarded to FIMM. We, however, shall not be held liable for any error or omission in the NAV per Unit published by any third party as this is beyond our control. In the event of any discrepancies between the NAV per Unit published by any third party and our NAV per Unit computation, our computed NAV per Unit shall prevail.

We reserve the right to vary the terms and conditions of the 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

	Class A	Class B
USD Class	62,500 Units	500 Units
AUD Class	75,000 Units	500 Units
SGD Class	75,000 Units	500 Units
MYR Class	250,000 Units	500 Units
MYR Hedged Class	250,000 Units	500 Units

or such other lesser number of Units as we may decide from time to time.

## 3.7 Policy on Gearing

The Fund may borrow cash 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 borrowing is only on a temporary basis and that the borrowings are not persistent;
- (ii) The borrowing period should not exceed one (1) month;
- (iii) The aggregate borrowings of the Fund should not exceed 10% of the Fund's NAV at the time the borrowing is incurred; and
- (iv) The Fund may only borrow from 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 Securities Lending and Repurchase Transaction

The Fund does not engage in the securities lending and repurchase transactions.

#### 3.9 Transfer of Units

	Class A	Class B
USD Class		
AUD Class	1 000 Units	
SGD Class	1,000 Units	500 Units
MYR Class		
MYR Hedged Class		

or such other lesser number of Units as we may decide from time to time.

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

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

#### 3.10 Switching Facility

	Class A	Class B
USD Class		
AUD Class	1 000 Units	
SGD Class	1,000 Units	500 Units
MYR Class		
MYR Hedged Class		

or such other lesser number of Units as we may decide from time to time.

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 holdings of Units (after the switch) of the Class that you intend to switch out, 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.

Switching will be made at the prevailing NAV per Unit of the Class to be switched from on a Business Day when the switching request is received and accepted by us on or before the cut off time of 4.00 p.m., subject to any terms and conditions imposed by the intended fund to be switched into, if any. If we receive your switching request after 4.00 p.m., we will process your request on the next Business Day.

Please note that the NAV per unit of a fund (or its class of units) to be switched out and the NAV per unit of the fund to be switched into may be of different Business Days. The table below sets as a guide when the Unit Holder switches out of a fund into another fund managed by us. All switches will be transacted based on the NAV per unit of the fund on the same day except for the following:

Switch Out	Switch In	Pricing Day (NAV)		
		Switch Out	Switch In	
Non-money market fund*	Non-money market fund**	T Day	T+1 Day	
Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund.	
Money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund.	

#### Notes:

For the avoidance of doubt, NAV of the funds managed by us will be published on our website or FIMM's website.

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 an Islamic fund to this Fund is not encouraged especially for Muslim unit holders.

The Manager reserves the right to vary the terms and conditions of switching from time to time and the Unit Holders will be notified accordingly.

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

## 3.11.1 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 or FIMM's website.

Please refer to Chapter 11 List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors for contact details.

<sup>\*</sup> For certain funds with foreign investment exposure, the valuation point may be after the close of Bursa Malaysia but before 5.00 p.m. on the following day in which the Manager is open for business. As a result of having a valuation point on the following day (T+1 day), the NAV of those funds with foreign investment exposure will not be published on the next business day but instead will be published the next following business day i.e.: two (2) business days later (T+2 day).

<sup>\*\*</sup> For funds where the valuation point is on the same day, the NAV of the funds will be published on the following business day (T+1 day).

# 3.11.2 Bases for Valuation of the Assets of the Fund

Investment Instruments	Valuation Basis
Securities listed on any exchange	The 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, including a suspension in the quotation of the securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the securities shall be valued at fair value.
Unlisted securities	Fair value as determined in good faith by us, on methods or bases which will have to be approved by the Trustee.
Collective investment scheme	Collective investment scheme which is quoted on an exchange shall be valued based on the official closing price or last known transacted price on the Eligible Market on which the collective investment scheme is quoted. However, if the price is not representative or not available to the market, including a suspension in the quotation of the collective investment scheme for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the collective investment scheme must be valued at fair value.
	Investments in unlisted collective investment scheme will be valued based on the last published redemption price or fair value as determined in good faith by us on methods and bases that will have to be approved by the Trustee.
Money market instruments	Investments in money market instruments (with remaining term to maturity of not more than ninety (90) calendar days at the time of acquisition) are valued based on amortised cost. The risk of using amortised cost accounting is the mispricing of the money market instruments. We will monitor regularly the valuation of such money market instruments using amortised cost method against the market value and will use the market value if the difference in valuation exceeds 3%.
	For negotiable instruments of deposit, valuation will be done using the indicative price quoted by the financial institution that issues or provides such instruments.
	Investments in money market instruments other than the above instruments will be valued by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions or in accordance to fair value as determined in good faith by us on methods and bases that will have to be approved by the Trustee.
Derivatives	Listed or quoted derivatives will be valued based on the official closing price or last known transacted price on the Eligible Market on which the derivatives are quoted. However, if the price is not representative or not available to the market, including a suspension in the quotation of the derivatives for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the derivatives shall be valued at fair value.
	If it is not listed or quoted on an exchange, the derivatives will be valued based on fair value as determined in good faith by us, on methods or bases which will have to be approved by the Trustee.

Deposits		Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period.
Foreign conversion	exchange	Foreign exchange conversion of foreign investments for a particular Business Day is determined based on the bid foreign exchange rate quoted by Bloomberg or LSEG 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, or such other time as prescribed from time to time by FIMM or any relevant laws.
Any other instruments		Fair value as determined in good faith by us, on methods or bases which will have to be approved by the Trustee.

#### 3.12 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.

# b) Electronic fund transfer (e.g.: Telegraphic Transfer (TT) / Rentas Transfer / Interbank Giro (GIRO) / DuitNow / e-Wallet)

Payment made via electronic fund transfer can be credited into our bank account. Payment must be made in the currency of the Class which you intend to invest into.

All the mode of payment is subject to further limits, restrictions and/or terms and conditions that we and/or the relevant authorities may impose from time to time. Any fees, charges and expenses incurred or to be incurred for payment shall be borne by the Unit Holders. We may accept such other mode of payment that we and/or the relevant authorities may approve from time to time.

You may obtain our bank account details from our website at <a href="www.tainvest.com.my">www.tainvest.com.my</a>.

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

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

Transaction	Documents Required*	Minimum Amounts	Documents to be received by investors
Investment (Buy)	<ul> <li>For New Investor(s):</li> <li>Individual Investor(s):</li> <li>Account opening form; and</li> <li>Copy of NRIC / passport.</li> <li>For applicants below eighteen (18) years of age (joint holder), copy of identity card or birth certificate is required.</li> <li>Non-Individual Investor(s):</li> <li>Account opening form;</li> <li>A certified true copy of the certificate of incorporation; memorandum and articles of</li> </ul>	Initial Investment Class A: USD125,000 AUD150,000 SGD150,000 RM500,000 Class B: USD1,000 AUD1,000 SGD1,000 RM1,000	<ul> <li>Successful applicants will be issued a transaction advice slip</li> <li>Unsuccessful applicants will be notified and application money will be refunded within thirty (30) days</li> </ul>

Transaction	Documents Required*	Minimum Amounts	Documents to be received by investors
	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);  The latest audited financial statement; and  Certified true copy of NRIC or passport or other form of identification of directors.  For Existing Investor(s):  Individual Investor(s):  Transaction form; and Investor suitability assessment form, if any.  Non-Individual Investor(s):  Transaction form; and A certified true copy of board resolution with list of authorised signatories and company seal (if applicable).  All application must be attached with:  proof of payment; and copy of bank statement.	or such other amount as the Manager may decide from time to time  Additional Investment Class A: USD1,000 AUD1,000 SGD1,000 RM1,000 Class B: USD100 AUD100 SGD100 RM100 or such other amount as the Manager may decide from time to time	of our receipt of the application
Redemption (Sell)	<ul> <li>Transaction form; or</li> <li>Written instructions clearly stating account number, Fund's name and number of Units to be redeemed and payment instruction;</li> <li>Copy of NRIC (if applicable); and</li> <li>Copy of bank statement.</li> </ul>	Class A: 1,000 Units  Class B: 500 Units  or such other lesser number of Units as the Manager may decide from time to time	Transfer payment via Interbank Giro (IBG)  Transaction advice slip  Cheque Transaction advice slip; and Redemption cheque or deposited cheque slip
Switching	<ul> <li>Individual Investor(s):         <ul> <li>Transaction form; and</li> <li>Investor suitability assessment form (for switching to new investment fund).</li> </ul> </li> <li>Non-Individual Investor(s):         <ul> <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> </li> </ul>	Class A: 1,000 Units  Class B: 500 Units  Switching is available between the Classes of the Fund and	Transaction advice slip

Transaction	Documents Required*	Minimum Amounts	Documents to be received by investors
		between a Class and any other TAIM's funds (or its classes of units), which are denominated in the same currency.	
Transfer	<ul> <li>Individual Investor(s):</li> <li>■ Transfer form; and</li> <li>■ Copy of NRIC / passport.</li> <li>□ Account opening form; and</li> <li>○ Copy of NRIC / passport.</li> <li>○ For applicant below eighteen (18) years of age (joint holder), copy of identity card or birth certificate is required.</li> <li>Non-Individual Investor(s):</li> <li>▶ Transfer form.</li> <li>▶ If the transferee is new account holder:</li> <li>○ Account opening form;</li> <li>○ A certified true copy of the certificate of incorporation; memorandum and articles 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; and</li> <li>○ Certified true copy of NRIC or passport or other form of identification of directors.</li> </ul>	Class A: 1,000 Units Class B: 500 Units	Transaction advice slip
Cooling-Off	<ul> <li>Transaction 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><li>Transaction advice slip</li><li>Payment for cooling-off</li></ul>

<sup>\*</sup> We reserve the right to request additional documents from you as we deem appropriate from time to time.

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

## Notes:

1. In the case of a partial redemption of Units, the minimum holdings of each Class must be retained in the Class. If the number of Units drops below the minimum holdings due to redemption, the Manager will withdraw your entire investment in the Class and forward the proceeds to you.

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

The principal activities of TAIM are the establishment and management of unit trust funds and portfolio clients. TAIM has more than twenty-nine (29) years of experience in managing unit trust funds.

#### 4.2 Roles, 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 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 will be held formally four (4) times yearly or as and when circumstances require.

The list of board of directors are available at our website at <a href="https://www.tainvest.com.my/our-people/">https://www.tainvest.com.my/our-people/</a>.

#### 4.4 Investment Team

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

## 4.5 Material Litigation and Arbitration

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

#### 4.6 External Investment Manager

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

For the External Investment Manager's experience in fund management and disclosure of its material litigation and arbitration, please refer to our website at <a href="https://www.tainvest.com.my/external-investment-managers/">https://www.tainvest.com.my/external-investment-managers/</a>.

The designated fund managers for the External Investment Manager are Ken Goh, Amos Tan and Tan Ping Woo. Their profiles are as set out below:

# Ken Goh, CFA Chief Investment Officer (CIO)

Ken is the CIO of the External Investment Manager. He sets the strategic direction for the investment team, leads them across different asset classes and oversees the investment performance of all portfolios. Ken also manages the External Investment Manager's Global Absolute Alpha, Asia Focus and Asia Absolute Alpha Equities strategies.

Ken joined the External Investment Manager in 2017 as Head of Equities and was additionally appointed as Deputy CIO in 2020. He was previously the Chief Executive Officer of CIMB Principal Asset Management's Singapore office. He was also concurrently the Regional CIO and Regional Head of Equities. Before he joined CIMB Principal Asset Management in 2007, he held various senior positions in APS Asset Management, MeesPierson Private Bank, Allianz Dresdner Asset Management and Philip Capital Management. Ken started his career at the Government of Singapore Investment Corporation (GIC) in 1994.

Ken graduated from National University of Singapore with a First-Class Honours in Business Administration. He is also a Chartered Financial Analyst (CFA) charterholder.

# Amos Tan Director, Equities Portfolio Manager

Amos is a Portfolio Manager in the Equities team at the External Investment Manager and he is responsible for managing global equities portfolios.

Amos joined the External Investment Manager in 2022. He was previously a developed market equities portfolio manager at Nomura Asset Management and was responsible for managing a Global Islamic Developed Equities portfolio. He also provided coverage for the Japanese market and commodities sector. Prior to Nomura Asset Management, he was an investment analyst covering commodities in Australia. He started his career as on the sell-side and has worked as an associate in Deutsche Bank and AmInvestment Bank.

Amos holds a Bachelor of Commerce (Finance & Marketing) from Curtin University in Australia.

# Tan Ping Woo Manager, Equities Portfolio Manager

Ping Woo is an analyst in the Equities team. He provides research coverage for the global internet and technology sectors.

Ping Woo joined the External Investment Manager in 2021. Prior to that, he was a Long / Short equities research associate with Flowering Tree Investment Management, covering the Asian internet sector.

Ping Woo graduated with a Bachelor of Business Management, Magna Cum Laude from Singapore Management University.

Further information and/or updated information about the Manager and the External Investment Manager can be obtained from the Manager's website at <a href="https://www.tainvest.com.my">www.tainvest.com.my</a>.

## **CHAPTER 5: TRUSTEE**

#### 5.1 About CIMB Commerce Trustee Berhad

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

### 5.2 Experience as Trustee to Unit Trust Funds

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

#### 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 Guidelines and acceptable business practice within the unit trust industry;
- (c) As soon as practicable, notify the SC of any irregularity or breach of the provisions of the Deed, the 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, this Prospectus, the Guidelines and securities law: and
- (f) Require that the accounts be audited at least annually.

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

## 5.4 Trustee's Delegate (Custodian)

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

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

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

## 5.5 Trustee's Disclosure of Material Litigation and Arbitration

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

## **CHAPTER 6: SALIENT TERMS OF THE DEED**

## 6.1 Unit Holders' Rights and Liabilities

#### **Rights of Unit Holders**

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

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

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

## **Liabilities of Unit Holders**

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

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

#### 6.2 Maximum Fees and Charges Permitted by the Deed

The maximum rate of direct fees and charges allowable by the Deed are as follows:

Maximum Rate of Sales Charge	Maximum Rate of Redemption Charge
6.50% of the NAV per Unit of a Class	3.00% of the NAV per Unit of a Class

The maximum rate of indirect fees and charges allowable by the Deed are as follows:

Maximum Rate of	Maximum Rate of	Maximum Rate of Annual
Annual Management Fee	Performance Fee	Trustee Fee
3.00% per annum of the NAV of the Fund	15% on the appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value during a Performance Period	0.10% per annum of the NAV of the Fund, subject to a minimum fee of RM12,000.00 per annum (excluding foreign custodian fees and charges)

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

#### Sales Charge

The Manager may only charge a sales charge at a rate higher than that disclosed in this Prospectus if:

- (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 only charge a redemption charge at a rate higher than that disclosed in this Prospectus if:

- (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 and Performance Fee**

The Manager may not charge an annual management fee or a performance 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; 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 Trustee has come to an agreement with the Manager 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; 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.

# 6.4 Procedures to increase the maximum rate of the direct and indirect fees and charges as provided in the Deed

The maximum sales charge, redemption charge, annual management fee, performance fee or annual trustee fee set out in the Deed may not be increased unless a meeting of Unit Holders 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 meeting of Unit Holders sanctioning the proposed modification to the Deed.

#### 6.5 Expenses Permitted by the Deed

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 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 of the Fund;
- (d) fees for the valuation of any 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, insurance and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed 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 or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;
- (I) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund, a Class or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund or the Class (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);
- remuneration and out of pocket expenses of the person(s) or members of a committee 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 for taking into custody any foreign assets of the Fund;
- (p) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and/or lodgment 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;
- (s) costs, fees and expenses incurred for the subscription, renewal and/or licensing of the benchmark index; and
- (t) 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 (s) above.

#### 6.6 Retirement, Removal and Replacement of the Manager

#### Retirement of the Manager

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;
- (c) upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations 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 as fully as though such new management company had been originally a party to the Deed.

## Removal and Replacement of the 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 the Trustee's 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;
- (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.

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. The Trustee shall, at the same time, in 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.

#### 6.7 Retirement, Removal and Replacement of the Trustee

#### **Retirement of the Trustee**

The Trustee may retire upon giving six (6) 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.

#### Removal and Replacement of the Trustee

The Manager shall take all reasonable steps to remove or 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 to act as trustee under any relevant law;
- (d) the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or 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 or replaced and such other corporation may be appointed as the replacement trustee of the Fund by Special Resolution of the Unit Holders at a duly convened meeting or after the occurrence of any of the circumstances mentioned herein above.

#### 6.8 Termination of the Fund and Class

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

The Manager may terminate the Fund in accordance with the relevant laws.

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

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

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

Upon the termination of the Fund, the Trustee shall:

- (a) sell all the assets of the Fund then remaining in its hands and pay out of the Fund any liabilities of the Fund; such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unit Holders; and
- (b) from time to time distribute to the Unit Holders, in proportion to the number of Units held by them respectively:
  - (1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the assets of the Fund less any payments for liabilities of the Fund; and
  - (2) any available cash produce,

provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unit Holders of RM0.50 or its equivalent currency denomination of the Class, if applicable, in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each of such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made.

In the event the Fund is terminated:

- (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;
- (b) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and
- (c) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.

In any of the following events:

- (a) if the Manager has gone into liquidation, except for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee and the relevant authorities;
- (b) if, in the opinion of the Trustee, the Manager has ceased to carry on business; or
- (c) if, in the opinion of the Trustee, the Manager has to the prejudice of Unit Holders failed to comply with the provisions of the Deed or contravened any of the provisions of any relevant law.

the Trustee shall summon a Unit Holders' meeting for the purpose of seeking directions from the Unit Holders. If at any such meeting a Special Resolution to terminate and wind-up the Fund is passed by the Unit Holders, the Trustee shall apply to the court for an order confirming such Special Resolution.

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

The Manager may terminate a particular Class via the passing of a Special Resolution by the Unit Holders of such Class at a meeting of such Unit Holders 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.

Notwithstanding the above and subject to the provisions of the relevant laws, the Manager may, without having to obtain the prior approval of the Unit Holders, terminate a particular Class if such termination:

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

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

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

- (a) the Trustee shall cease to create and cancel Units of that Class;
- (b) the Manager shall cease to deal in Units of that Class;
- (c) the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution; and
- (d) the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class.

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

#### 6.9 Unit Holders' Meeting

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

- (a) 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, 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.
- (b) 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 Class, as the case may be, at the time of the meeting.
- (c) 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.

## Unit Holders' Meeting convened by the Unit Holders

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

- (a) sending by post to each Unit Holder of the Fund or a particular Class, as the case may be, 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 proposed meeting to all the Unit Holders of the Fund or 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.

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 at its registered office from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or a particular Class, as the case may be.

#### Unit Holders' Meeting convened by the Manager

The Manager may summon a meeting of the 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.

#### Unit Holders' 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 Capital Markets and Services Act 2007.

the Trustee shall 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 or performance fee charged to the Fund or each Class.

# CHAPTER 7: 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, External Investment Manager and solicitor 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 8: TAX ADVISER'S LETTER**

**Private and Confidential** 

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

Our Ref NBG/SWSF/CYEY/ HUS

Contact Ext. 7364 / 3481

14 July 2025

**Dear Sirs** 

#### Re: Taxation of the Fund and Unit Holders

This letter has been prepared for inclusion in the Prospectus for TA Investment Management Berhad ("Prospectus") in relation to TA Global Absolute Focus Fund (formerly known as TA Global Focus Mandate) ("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. 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.

Nevertheless, pursuant to Income Tax (Unit Trust in Relation to Income Received in Malaysia from Outside Malaysia) (Exemption) Order 2024, the Minister of Finance exempts a qualifying unit trust<sup>1</sup> from the payment of income tax in respect of the gross income on all sources of foreign income under Section 4 of the Act which is received in Malaysia in the basis period for a YA, subject to meeting the prescribed conditions. The exemption is granted for foreign source income received in Malaysia from 1 January 2024 to 31 December 2026.

The above tax exemption is subject to the compliance with the conditions imposed by the Minister of Finance in the relevant basis period as specified in the guidelines to be issued by the Director General of Inland Revenue, which shall include the following conditions:-

- a. The foreign sourced income of the qualifying unit trust has been subjected to tax of a similar character to income tax under the law in its originating country. Additionally, the highest tax rate in that country is at least 15%; or
- b. The Fund management company<sup>1</sup> of the qualifying unit trust shall employ an adequate number of employees in Malaysia and incur an adequate amount of operating expenditure in Malaysia.

Gains from the realisation of investments by the Fund prior to 1 January 2024 shall not be treated as an income of the Fund and is exempted from income tax pursuant to Section 61(1)(b) of the Act. However, such gains may be subject to tax in the country from which it is derived.

Based on the Finance (No. 2) Act 2023, gains or profits from the realisation of investments will be treated as an income of the Fund under the newly introduced Section 4(aa) of the Act as gains or profit from the disposal of capital asset and subject to tax in Malaysia (i.e. Capital Gains Tax ["CGT"]), effective from 1 January 2024. CGT will be imposed on the Fund on gains arising from the disposal of the following capital assets:-

- (a) shares in companies incorporated in Malaysia not listed on the stock exchange (including any rights or interest thereof) ("Malaysian shares")<sup>2</sup>;
- (b) shares of a controlled company incorporated outside Malaysia which owns real property situated in Malaysia or shares of another controlled company, subject to meeting the 75% threshold conditions ("Section 15C shares")<sup>2</sup>; and
- (c) moveable or immovable properties situated outside Malaysia ("foreign capital assets") that occurs on or after 1 January 2024, when the gains are received in Malaysia<sup>3</sup>.

<sup>&</sup>lt;sup>1</sup> "Qualifying unit trust" refers to a unit trust resident in Malaysia managed by a management company (as defined below) and has foreign sourced income received in Malaysia but excludes a unit trust which is approved by the Securities Commission as Real Estate Investment Trust ("REIT") or Property Trust Fund ("PTF") listed on Bursa Malaysia.

<sup>&</sup>quot;Management company" means a company licensed by the Securities Commission by which or on whose behalf a unit of a qualifying unit trust either has been or is proposed to be issued, or offered for subscription or purchase; or in respect of which an invitation to subscribe or purchase has been made, and includes any person for the time being exercising the functions of the management company ("Licensed Management Company").

<sup>&</sup>lt;sup>2</sup> The Income Tax (Unit Trust) (Exemption) Order 2024 has been gazetted to provide a CGT exemption on gains or profits to a qualifying unit trust from the disposal of unlisted shares of a company incorporated in Malaysia and disposal of Section 15C shares made from 1 January 2024 to 31 December 2028. However, the exemptions does not apply to gains or profits from the disposal of shares chargeable to tax as a business income under Section 4(a) of the Act.

<sup>&</sup>lt;sup>3</sup> The gains from the realisation of the foreign capital assets when remitted into Malaysia, would be exempted from CGT if the qualifying unit trust complies with the conditions imposed under the Income Tax (Unit Trust in Relation to Income Received in Malaysia from Outside Malaysia) (Exemption) Order 2024.

Pursuant to Section 2 of the Act, "share" is defined in relation to a company, includes stock other than debenture stock.

Where the CGT exemption does not apply to the Fund, the following CGT tax rate may be applied for any disposal of Malaysian shares and Section 15C shares that are acquired prior to 1 January 2024:-

- 10% on the chargeable income from the disposal of the investments; or
- 2% of gross on the disposal price of the investments.

Whilst CGT tax rate of 10% will apply on the chargeable income from the disposal of Malaysian shares and Section 15C shares that are acquired on or after 1 January 2024.

Gains from disposal of foreign investments received in Malaysia will be subject to CGT based on the prevailing income tax rate of the Fund (i.e., 24%) where the CGT exemption does not apply. The relevant DTAs need to be studied to ascertain whether any relief or exemption is available over such gains.

However, gains from the realisation of investments by the Fund which relate to real property as defined in the Real Property Gains Tax ("RPGT") Act, 1976 will not be subject to CGT under the Act and will remain to be subjected to RPGT.

Notwithstanding the above, gains 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>4</sup>
- ; OI

 any development financial institution regulated under the Development Financial Institutions Act 2002<sup>4</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>5</sup>.

<sup>&</sup>lt;sup>4</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>&</sup>lt;sup>5</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 also 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.

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.

#### **RPGT**

Gains on disposal of investments by the Fund was previously not 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.

Based on the Finance (No. 2) Act 2023, gains from the disposal of shares in real property companies (as defined) by the Fund would no longer be subject to RPGT, with effect from 1 January 2024. The gains would be subject to CGT under the Act unless CGT exemption is available. Gains from the realisation of investments which relate to real property as defined in the RPGT Act, 1976 will remain to be subjected to RPGT.

#### Sales Tax and Service Tax

Under the Sales Tax Act 2018, Service Tax Act 2018 and subsidiary legislation, the sales tax rate for taxable goods is 5% or 10% and specific rates as specified in the Sales Tax (Rate of Tax) Order 2025 and its amendment Orders. The service tax rate for taxable service is at 8% except for food and beverage, telecommunication services, parking, and logistics services, which remain at 6%. Effective 1 March 2024, the scope of taxable services was expanded to include karaoke, maintenance and repair services, brokerage and underwriting services, and logistics services. Subsequently, with effect from 1 July 2025, the scope was further broadened to cover rental or leasing services (8%), construction works services (6%), financial services (generally, 8%), private healthcare, traditional and complementary medicine, and allied health services (6%), and education services (6%).

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 its amendment Regulations, 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, in the event the Fund earns any other income which involves the provision of services, the services would need to be assessed to determine if it falls under taxable services.

Separately, certain expenses incurred by the Fund such as legal fees and consultancy fees may be subject to service tax at 8%. In addition, fees, commissions, or similar payments charged for the provision of financial services by any person including those who are regulated by the Central Bank of Malaysia, the Securities Commission Malaysia or the Labuan Financial Services Authority (and this includes management services provided by any person who is licensed or registered with the Securities Commission Malaysia for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007), are also subject to service tax at 8%. This is effective 1 July 2025<sup>6</sup>. The service tax incurred by the Fund is a cost to the Fund and is not recoverable.

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.

Based on the Finance (No.2) Act 2023, CGT will apply to a company, limited liability partnership, trust body (including unit trust) and co-operative society excluding an individual. The income distributed to unit holders out of the gains arising from the realisation of investments subjected to CGT will continue to be not taxable in the hands of unit holders and unit holders may not claim a tax credit on any CGT paid by the Fund, effective 1 January 2024.

Corporate unit holders, resident or non-resident in Malaysia, would be taxed at the current corporate tax rate of 24% 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. Based on the Finance Act 2023, effective from YA 2023, 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 concessionary tax rates as follows:

Chargeable Income	Tax Rate
up to RM150,000	15%
RM150,001 up to RM600,000	17%
in excess of RM600,000	24%

The above concessionary income tax rate is given only to corporate unit holders having gross business income for the relevant YA of not more than RM50 million, in addition to the share capital requirement. However, the above concessionary income tax rate 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.

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<sup>&</sup>lt;sup>6</sup> The Service Tax Policy 1/2025 and the Guide on Financial Services (as at 9 June 2025) provides that only the financial services set out in Appendix A of the documents are subject to Service Tax at 8% effective 1 July 2025. The list of financial services listed in Appendix A refers to conventional and Islamic banking services, corporate banking advisory services, investment banking services (debt markets), equity markets and Bursa Malaysia services. It is also provided in the Guide on Financial Services (as at 9 June 2025) that other financial services not listed in Appendix A will only be subject to Service Tax effective 1 September 2025. It remains to be seen if the Service Tax legislations will be amended to reflect the subsequent effective date of 1 September 2025.

In addition to the above, the concessionary tax rate would not apply if more than 20% of the paid-up capital in respect of ordinary shares of the company at the beginning of the basis period for a YA is directly or indirectly owned by a company or companies incorporated outside Malaysia or an individual or individuals who are not Malaysian citizens. This is effective from YA 2024.

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.

The distribution of 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 exempt from tax 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. 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 and its amendment Regulations are subject to service tax, which exclude investment income or gains.

However, certain expenses incurred by the unit holders such as legal fees and consultancy fees may be subject to service tax at 8%. In addition, fees, commissions, or similar payments charged for the provision of financial services by any person including those who are regulated by the Central Bank of Malaysia, the Securities Commission Malaysia or the Labuan Financial Services Authority (and this includes management services provided by any person who is licensed or registered with the Securities Commission Malaysia for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007), are also subject to service tax at 8%. This is effective 1 July 2025<sup>6</sup>.

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

Neoh Beng Guan Executive Director

KPMG Tax Services Sdn Bhd

## **CHAPTER 9: ADDITIONAL INFORMATION**

#### 9.1 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. Unit Holders may contact us during our business hours from 9.00 a.m. to 6.00 p.m. from Monday to Friday (except public holidays) to obtain the latest NAV per Unit.

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

#### 9.2 Customer Service

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

- Written confirmation on all transactions and distributions (if any);
- 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. to 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 11: List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors 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. 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.

## 9.3 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. 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.

#### 9.4 Deed(s)

Principal Deed	16 April 2021
Supplementary Deed(s)	First Supplemental Deed – 14 July 2025

#### 9.5 Financial Year End

31 August

#### 9.6 Unclaimed Moneys Policy

Any moneys (other than unclaimed distribution) payable to Unit Holders which remain unclaimed after two (2) years from the date of payment or such other period as may be prescribed by the Unclaimed Moneys Act 1965 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.

#### 9.7 Unclaimed Distribution

For income distribution payout by way of bank transfer, if any, which remained unsuccessful and/or unclaimed for six (6) months, it will be automatically reinvested into additional Units of the Class within thirty (30) Business Days after the six (6) months period based on the prevailing NAV per Unit on the day of the reinvestment provided that the Unit Holder still has an account with the Manager. For income distribution payout by way of cheque, if any, which remain unclaimed and/or 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 Class within thirty (30) Business Days after the six (6) months period based on the prevailing NAV per Unit on the day of the reinvestment provided that the Unit Holder still has an account with the Manager. For the avoidance of doubt, there will not be any sales charge imposed for the reinvestment.

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

## 9.8 Consent Statement

The Trustee, the Trustee's delegate (custodian function) 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 10: 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) This 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 this 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 this Prospectus (if any). Where a summary expert's report is included in this 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 this Prospectus; and
- h) All consents given by experts disclosed in this Prospectus.

# CHAPTER 11: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTIONAL UTS ADVISERS AND AUTHORISED DISTRIBUTORS

#### **Head Office**

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

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

Toll Free: 1-800-38-7147

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

Website: www.tainvest.com.my

Miri Business Centre Lot 1251, 1st Floor

Centrepoint Commercial Centre (Phase 1)

Jalan Melayu 98000 Miri, Sarawak Tel: 085-430 415

Kota Kinabalu Business

Centre

Unit 4-1-02, 1<sup>st</sup> Floor Block 4, Api-Api Centre Jalan Centre Point

88000 Kota Kinabalu, Sabah

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

Kuching

Centre

Business 2<sup>nd</sup> Floor, Lot 13008, SL26, Block 16, KCLD

Gala City Commercial Centre

Jalan Tun Jugah

93350 Kuching, Sarawak

Tel: 082-265 979

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: 05-545 5222

## **Prospectus in respect of the TA Global Absolute Focus Fund**

Johor Bahru Business

Centre

37-01, Jalan Molek 1/29

Taman Molek 81100 Johor Bahru

Johor

Tel: 07-361 1781

## **Institutional UTS Advisers or Authorised Distributors**

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



## Individual & Corporate Investor ACCOUNT OPENING FORM

**IMPORTANT:** 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 **BLOCK LETTERS**, preferably in **BLACK INK** and tick (v) where applicable.

Individual with Joint Holder	☐ Corporate	
EPF (EPF No	)	
PPLICANT)		
'assport/Others)		
	Date of Birth D D - M M - Y Y	YY
	Mobile Phone No.	
Marital Status	Gender	
	Occupation	
	☐ Student ☐ Executive ☐ Non-Executive	9
ry/Citizenship below)	☐ Management ☐ Director ☐ Businessman	
	Religion	
Savings	☐ Islam ☐ Buddhist ☐ Hindu	
se specify)	☐ Christian ☐ Others (please specify)	<u>.</u>
	Annual Income	
RM 100,001 – RM 500,000	□ N/A □ ≤RM 72,000	
RM 1.0 Mil – RM 3.0 Mil	☐ RM 72,001 – RM 120,000 ☐ RM 120,001 – RM 30	0,000
	☐ RM 300,001 - RM 600,000 ☐ ≥RM 600,001	
House Phone No.	Email	
Designation	Office Email	
IPAL APPLICANT)		
assport/Others)		
Email	Relationship with Applicant	
	PPLICANT) Passport/Others)  Marital Status  Marital Status  Savings See specify)	PPLICANT)  assport/Others)  Date of Birth

2. INDIVIDUAL (JOINT APP	LICANT)					
Salutation Full Name (as per NR	IC/Passport	/Others)				
NRIC No./Passport No.			Da	ate of Birth D	) - M M - Y Y Y	
Tax Identification No. (TIN)			Mobile	Phone No.		
Race		Marital Status		Gender		
N. C. Pr						
Nationality  Malaysian			Occupation  Student	☐ Executive	☐ Non-Executive	
Non Malaysian (please specify Co		nship below)	☐ Management	Director	Businessman	
Citizenship :			Professional	Pensioner	Others (please specify)	
Source of Income			Religion			
☐ Business ☐ Employm	nent [	Savings	☐ Islam	☐ Buddhist	☐ Hindu	
☐ Inheritance ☐ Others (	please speci	fy)	☐ Christian	☐ Others (p	lease specify)	
Estimated Net Worth			Annual Income			
☐ ≤RM 100K	RM 100,0	01 – RM 500,000	□ N/A		≤RM 72,000	
☐ RM 500,001 – RM 1.0 Mil	] ≥RM 1.0	Mil – RM 3.0 Mil	☐ RM 72,001 – R	M 120,000	RM 120,001 – RM 300,000	
 			☐ RM 300,001 – I	RM 600,000	⊇RM 600,001	
Relationship with Principal Applicant		House Phone No.		Email		
Relationship with Frincipal Applicant		nouse Phone No.		EIIIdii		
Name of Company/Employer						
Nature of Business	Design	ation		Office Email		
CORRESPONDENCE ADDRES	SS (Please co	mplete both addresses)				
Permanent/Home Address						
					Please tick if this is your preferred correspondence	
					address	
Postcode	Town/City		State		Country	
Business/Office Address	l .					
					DI	
					Please tick if this is your preferred correspondence	
					address	
Postcode	Town/City		State		Country	
If you are using a P.O. Box, please in	ndicate the r	eason	No postal service a	vailable	Others (please specify)	
, , , , , , p.6356 ii			110 postal selvice di		called (please specify)	

3. CORPORATE (COMPANY/	INSTITUTION/ASSOCIATION	/ORGANIZAT	TION)	
Company/Institution Name (as per C	Pertificate of Incorporation)		Company Registration	on No.
Date of Incorporation			Sales and Service T	ax (SST)
Nature of Business				
Source of Wealth		Status of Incorp	oration	
☐ Disposal of non-core business/as		-	d in Malaysia, Bumip	outra Controlled
☐ Fund raising exercise such as rig	hts issues	☐ Incorporate	d in Malaysia, Non-B	lumiputra Controlled
☐ Cash in hand/surplus fund/worki	ng capital	☐ Incorporate	d outside Malaysia	
Others (please specify)		☐ Others (plea	ase specify)	
Type of Corporation		Asset Net Wortl	h	
☐ Private Limited (Sdn Bhd) ☐	Non-listed Public Limited	☐ ≤RM 100K	[	RM 100,001 – RM 500,000
☐ Listed Public Limited (Bhd) ☐	Partnership	☐ RM 500,001	L – RM 1.0 Mil	≥RM 1.0 Mil – RM 3.0 Mil
☐ Sole Proprietorship ☐	Society/Co-operative (Koperasi)	☐ ≥RM3.0 Mil	– RM 10.0 Mil	≥RM10.0 Mil – RM 100.0 Mil
☐ State/Federal Government ☐	Others, please specify	☐ ≥RM100.0 I	Mil	
BENEFICIAL OWNER				
Salutation Beneficial Owner				
NRIC No./Passport No.  Tax Identification No. (TIN)		Mob	Date of Birth DDD	-   M   M   -   Y   Y   Y   Y
Authorized Person				
		A 11	1.15	
Authorized Contact Person 1		Authorized C	ontact Person 2	
Office Email		Office Email		
Office Phone/Mobile Phone No.		Office Phone/	Mobile Phone No.	
Designation		Designation		
CORRESPONDENCE ADDRES	S (Please complete both addresses)			
Registered Office Address				
				Please tick if this is your preferred correspondence address
Postcode	Town/City	State		Country
Place of Business				
				Please tick if this is your preferred correspondence address
Postcode	Town/City	State		Country

4. VULNERABLE (	CLIENT (ONLY	FOR INDIVIDUAL CLIENT	Γ)						
If the applicant falls in any of the below category, please tick "YES". If not, please tick "NO".  Principal Applicant  YES NO Joint Applicant YES NO									
If "YES", tick the appli	cable category (s)	<b>):</b>							
☐ Aged 65 and above			☐ Aged 65 and abov	ve					
☐ Low Financial Capab	ilities		☐ Low Financial Cap						
Low Financial Resilie			☐ Low Financial Res						
☐ Physical/Cognitive D			☐ Physical/Cognitive						
Life Events	isabilities		Life Events	Disabilities					
Note:  Age - 65 and above;  Low Financial Capabilities - Lack of confidence in managing money and knowledge about financial matters;  Low Financial Resilience - Overly indebted, low ability to withstand financial shocks, have cash flow problems and have no saving  Physical/Cognitive Disabilities - Refers to long term: (a) hearing impairment (b) visual impairment (c) speech impairment (d) physical impairment or (e) learning impairment such as dyslexia or low spectrum autism  Life Events - One who have experienced adverse life events resulting in temporary or long-term financial hardship such as unemployment, or death or total permanent disability of the main breadwinner									
5. INITIAL INVES	STMENT								
Distribution In (Reinvest/F		Fund Name	1	Class(es)^	Sales Charge %	Investment Amount			
1 Reinvest	☐ Payout								
2 Reinvest	☐ Payout								
3 Reinvest	☐ Payout								
^For Class(es), please specify: @	eg. USD Class/AUD Hedge morandum(s) and Supple	ed Class/SGD Class/MYR Class/MYR Hedged ( mental(s) (if any) and Product Highlights She	Class, etc. (Please refer to the	ne relevant t)	Total				
Note:									
All applicants intending to invest in a Purpose of Income	class other than MYR Class a Savings	and MYR Hedged Class are required to have a foreig  Retirement	In currency account maintained w			ecify)			
6. INVESTMENT P	AYMENT DETA	AILS							
☐ Cheque/Banker's (	Cheque/Cashier's (	Cheque No:		☐ EF	PF				
☐ Flectronic Fund Tr	ansfer (Telegraph	ic Transfer (TT)/Rentas Transfer	·/Interhank Giro (IBG	G)/DuitNow/e-W	/allet) ·Ref no				
For cheque must be accompanie     For banker's cheque & cashier's	d with the bank statement cheque, must provide the ba ayment slip/fund transfer rec								
7. DISTRIBUTION (Bank details must belong to		ON (ONLY FOR CASH PAYM s the above)	IENT)						
☐ Individual Accour	nt [	Joint Account	Corporate Accou	ınt					
Principal Applicant Nam	e/Corporate Name	e (as per bank record)		Bank Name					
Joint Account Name (as	per bank record)			Bank Accou	nt No.				
Currency			Bank Swift Code						
2 ACCOUNT ORE	DATING INCE	PUCTION -							
8. ACCOUNT OPE		KUCTION		F11		:			
Principal Applican	t to Sign			Either Principa	al or Joint Appli	cant to Sign			
☐ Both to Sign				Others (for co	orporate use on	ly)			

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	Do you possess any of the following U.S. indicia? If "Yes", please indicate										
U.S. citizen/tax resident (US passport/green card holder/	'US tax p	ayer & etc.)?			No		Yes				
U.S. place of birth?					No		Yes				
U.S. address (residency/mailing/P.O. Box)?					No		Yes				
U.S. telephone number?					No		Yes				
Standing instructions to pay amounts from TA Investment	nt accour	t to an account maintained in the U.S.?			No		Yes				
I/We hereby declare that I/we am/are											
Non-U.S. Individual(s) with no U.S. indicia		Non-U.S. Individual(s) with U.S. in	ndicia/Non-U.S. Leg	jal Er	ntity(s) (pl	ease	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	") FORI	(Note: Please tick ( $\sqrt{\ }$ ) box that is applicable)									
In accordance with the regulatory requirement, TAIM i (Each applicant to complete separate CRS Form)	s require	d to collect and report information about tax i	residence(s) status.								
☐ Individual (Principal Applicant): Complete and sign (	CRS Self-	Certification Form (Individual) Principal, page	9								
☐ Individual (Joint Applicant): Complete and sign CRS ☐ Non-Individual Applicant: Complete and sign (i) CR		, , , , ,									
		rtification Form (Controlling Person), page 16	i & 17								
10. DECLARATION & SIGNATURE (S)											
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, Terms 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 am/are aware on the fees and charges that will be incurred directly and indirectly when investing in the relevant Fund(s).  I/We irrevocably consent & authorise TA Investment to disclose any information/documents provided by Applicant from time to time as TA Investment deems fit in its absolute discretion.  I/We have read the Personal Data Protection Act (PDPA) 2010 Notice on the TA Investment Management Berhad's website and consent to the use of my personal data as per notice.  I/We declare the personal data information given by me/us is accurate, complete and not misleading.  I/We hereby agree to indemnify TA Investment Management Berhad against any actions, proceedings, claims, losses, damages and costs which be brought against, suffered or incurred by TA Investment 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 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". I/We hereby agree to update TA Investment against any changes of Beneficial Owner/Controlling Person.  Signature is not required for joint applicant who is below 18 years old. In the event there i											
FOR DISTRIBUTORS USE ONLY	Date		Company Seal or	Star	ПР						
		Name									
UTC Walk In		Name									
☐ IUTA ☐ Signature Sigh	ited	Code									
Business Centre  Date											
TA Investment HQ  FOR OFFICE USE ONLY											
Remarks			Attended By/[	Date							
			Approved By/								
Received By/Date	Proces	sed By/Date	Verified By/Da								
<u>"                                    </u>	<u> </u>	Page 5 of 23	Verified By/ Bute								

This Investor Suitability Assessment Form will guide your authorised adviser or distributors 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 a suitable unlisted capital market products are recommended according to your investment needs and objectives. Any misleading, inaccurate or incomplete information provided by you will effect the outcome of the recommendation made. In such a case, TA Investment Management Berhad or its authorised distributors are not held liable for such recommendation.

#### Note:

- 1. 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 authorised adviser.
- 2. Only High Net-Worth Entity may opt out from completing the SA.
- 3. For joint account, the principal applicant answers for Section 1A and will be treated as representing the joint response of both (principal & joint) applicant and both agreed to declare and sign at Section 3.

All information will be treated with strictest confidence.

Please circle your scores:

In	dividual				
Se	ction 1A - Suitability Assessment				
1. a. b. c. d.	How old are you? <25 25 to 40 41 to 60 >60	[15] [10] [5] [0]	2. a. b. c. d.	What is your investment objective?  Maximise growth  Income & growth  Income generation  Capital preservation	[ 15 ] [ 10 ] [ 5 ] [ 0 ]
3. a. b. c. d.	From your current savings, how much percentage would you be comfortable to invest in equity investment?  >30% 21% - 30% 11% - 20% <10%	[15] [10] [5] [0]	4. a. b. c. d.	How certain are you that your various sources of income will be stable in the future?  Very certain  Certain  Somewhat certain  Not certain	[15] [10] [5] [0]
5. a. b. c. d.	For how many years will you remain invested? >10 years 6 to 10 years 3 to 5 years <3 years	[15] [10] [5] [0]	6. a. b. c. d.	What is your investment experience?  Very experience with investment more than 10 years  Experience with investment between 6 to 10 years  Basic experience with investment between 3 to 5 years  Inexperience with investment between 1 to 2 years	[15] [10] [5] [0]
7. a. b. c. d.	In assessing your risk tolerance, what level of capital loss you comfortably endure? >12% 9% -12% 5% - 8% 0% - 4%	[15] [10] [5] [0]	8. a. b. c. d.	Which of the following best describes your view on investing?  To achieve high levels of growth, it is necessary to take risk I can accept possible losses for long-term investment growth I can accept lower growth for greater certainty I am more concerned about the possible lossess than the possible gains	[15] [10] [5] [0]

Total the score for Individual

Co	Corporate							
Sec	Section 1B - Suitability Assessment							
1. a. b. c. d.	What is your company's investment objective?  Maximise growth  Income & growth  Income generation  Capital preservation	[15] [10] [ 5 ] [ 0 ]	2. How long has your company been investing in equity funds?  a. >6 years  b. 4 to 6 years  c. 1 to 3 years  d. <1 year or None	[15] [10] [5] [0]				
3. a. b. c. d.	Which of the following best describes your company's view on investing?  To achieve high levels of growth, it is necessary to take risk I can accept possible losses for long-term investment growth I can accept lower growth for greater certainty I am more concerned about the possible lossess than the possible gains.	[15] [10] [5] [0]	4. Which of the following best fits your company's current investment portfolio?  a. 40% cash & fixed income + 60% equities  b. 60% cash & fixed income + 40% equities  c. 100% cash & fixed income  d. 100% cash	[15] [10] [5] [0]				
5. a. b. c. d.	Share with us, your fund's expected annualised gains? >12 % 9% to 12% 5% to 8% 0% to 4%	[15] [10] [5] [0]	In assessing your risk tolerance, what level of capital loss your company comfortably endure?     a. >12%     b. 9% to 12%     c. 5% to 8%     d. 0% to 4%	[15] [10] [5] [0]				

**Total the score for Corporate** 

Below 30 points	- Low Risk			risk investment and at the same time preservation of ice higher returns for peace of mind.			
30 - 69 points	- Low 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	- Medium Risk Y	<b>Aggressive</b> You seek capital growth over Apital appreciation.	the long-term and are prep	ared to accept higher amount of risk of your potential			
Section 2 - Person	nal Advice (To Be Co	ompleted by Consult	ant)				
Personal advice was offer	ed to investor(s). Please tick	either "Accepted" or "NOT Ac	ccepted":				
☐ Accepted (To Comple	ete Section A and B)	NOT Accepted (To Complete S	Section C)				
After reviewing the investor Fund(s) is/are recommende		vestor Suitability Assessment Form	, in consideration of investor's in	vestment objective and investment preference, the below			
, , ,	nended Fund(s)						
1.			4.				
2.			5.				
3.			6.				
B. The Fund(s) h	as/have been recommended	because:		<u>'</u>			
☐ The Fund(s)	objective is in accordance with t	he investor's investment goals.					
☐ The Fund(s)	objective is aligned with the inve	estor's investment profile.					
☐ Additional n	otes, if any						
C. Investor(s)	do(es) not require any personal a	dvice from consultant.					
Section 2 — Inves	tor's Asknowledgen	nent (Tick ONE only)					
	to the personal advice (To C			nal advice required (To Complete Section C or D)			
_			•	recommended by product distributor.			
B. I/We disagree to	the personal advice. I/We fully u	nderstand the investment risk invo	olved and choose to invest into th	e funds of my/our choice.			
		I and choose to invest into the fun		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
☐ D. Others:			,,				
	Mouth Entity / Acquadited Toy	arter (TAN) do not agree to north	icinate in this assessment)				
	-worth Entity/Accredited Inve	estor (I/We do not agree to parti	icipate in this assessment)				
		IFORMATION OBTAINED F		SSESSMENT. INVESTORS ARE ADVISED TO			
EXERCISE JUDGEMEN	I IN MAKING AN INFORM	ILD DECISION IN RELATIO	ON TO THE UNLISTED CAP	TIAL PIARRET FRODUCT.			
Principal Applicant/Autho	<i>3</i> ,	Joint Applicant/Authorised		Company Seal or Stamp			
I declare that:	er's - Unit Trust Con	isultant (UTC)/Instit	tutional Unit Trust A	Advisers (IUTA) Declaration			
<ol> <li>The information pro according to the ap</li> <li>I have explained all</li> </ol>	plicant's investment risk and the required information to		ned the relevant documents.	rpose to recommend a suitable unlisted capital market			
Signature			Date				
Adviser's Name			Adviser's Code				
For Office Use:							
Received By/Date		Processed By/Date		Verified By/Date			

**Total Score** 

Tick (√)

Type of Fund

**Your Investment Profile** 

## CRS SELF-CERTIFICATION FORM (INDIVIDUAL)

#### **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 selfcertification.
- · 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 selfcertification 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/

# CRS SELF-CERTIFICATION FORM (INDIVIDUAL) PRINCIPAL

## Please complete in BLOCK LETTERS

PA	RT 1. IDE	NTIFICATION	OF INDIVIDUAL - P	RINCIPAL APPLICANT	
First	Name (Give	n Name)			
Last	Name (Fami	ly Name)			
NRIC	No./Passport i	No.			
If your	legal name is a sing	le name, the first name data	element should be completed as "NFN" (	(No First Name) and the last name field should be co	ompleted with account holder's single name.
PA	RT 2. TAX	RESIDENCY I	DECLARATION		
Pleas		otion and complete			
	i. I am	a tax resident of	Malaysia and 1 do not nav	e any tax residency with other c	ountries.
	ii. I am	a tax resident of	Malaysia and I <b>have</b> any	tax residency with other countries	25.
	iii. I am	not a tax resident	t of Malaysia and I do not	have any tax residency with oth	er countries.
	iv. I am	not a tax resident	t of Malaysia and I <b>have</b>	tax residency with other countrie	es.
If y		. ,,,	nplete the following table		
No.	Country/Jui Residence	risdiction of Tax	Tax Identification No. (TIN)	If TIN is unavailable, indicate Reason A, B or C	If Reason C, explain why unable to obtain TIN
1					
2					
3 4					
5					
If the	tax residence	is more than five (5)	countries, please add a sepa	rate sheet	
R	eason A	The country/juris	sdiction where the Accour	nt Holder is resident does not issu	ue TINs to its resident.
R	eason B		ed. (Note: Only select thi ed by such jurisdiction).	s reason if the domestic law of th	ne relevant jurisdiction does not require the collection
R	eason C		older is otherwise unable t e table if you have selecte		nber. Please explain why you are unable to obtain a
		CLARATION & S			
					e notes, terms and conditions governing the Accour I may use and share the information supplied by me.
repo coun	rted to tax	authorities of the	country/jurisdiction in	which this account(s) is mainta	ccount Holder and any Reportable Account(s) may be ined and exchanged with tax authorities of anothe vernmental agreements to exchange financial accoun
I cer	tify that I am	the Account Hold	ler (or am authorised to s	ign for the Account Holder) of all	I the account(s) to which this form relates.
		ersonal Data Prote as per notice.	ection Act (PDPA) 2010 N	otice on the TA Investment Mana	agement Berhad's website and consent to the use of
I dec	lare that all	statements made i	in this declaration are, to	the best of my knowledge and b	elief, correct and complete.
the i	nformation c		become incorrect or inc		e tax residency status of the Account Holder or cause ith a suitably updated Self-Certification and Declaration
Signa Date	ture				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:

# CRS SELF-CERTIFICATION FORM (INDIVIDUAL) JOINT

Please	compl	lete ir	BLO	CK	LET	TERS
--------	-------	---------	-----	----	-----	------

PART 1. IDENTIFICATION OF INDIVIDUAL - JOINT APPLICANT								
First	Name (Giver	n Name)						
Last	Name (Fami	ly Name)						
NRI	C No./Passport	No.						
If you	r legal name is a sing	le name, the first name data	element should be completed as "NFN"	(No First Name) and the last name field should be co	impleted with account holder's single name.			
P/	ART 2. TAX	( RESIDENCY I	DECLARATION					
Plea	se tick one o	ption and complete	e as appropriate:					
	i. I am	a tax resident of	Malaysia and I do not ha	ve any tax residency with other co	ountries.			
	ii. I am	a tax resident of	Malaysia and I <b>have</b> any	tax residency with other countries	es.			
	iii. I am	not a tax residen	t of Malaysia and I do no	t have any tax residency with oth	er countries.			
	iv. I am	not a tax residen	t of Malaysia and I <b>have</b>	tax residency with other countrie	s.			
If	ou select (ii)	or (iv), please con	mplete the following table	2.				
No.	Country/Ju Residence	risdiction of Tax	Tax Identification No. (TIN)	If TIN is unavailable, indicate Reason A, B or C	If Reason C, explain why unable to obtain TIN			
1								
2								
3								
5								
	e tax residence	is more than five (5)	countries, please add a sepa	rate sheet	<u> </u>			
	Reason A							
	RedSUIT A	The Country/Juns	Sulction where the Accou	nt Holder is resident does not issu	Je TINS to its resident.			
F	Reason B		red. (Note: Only select the ed by such jurisdiction).	s reason if the domestic law of th	ne relevant jurisdiction does not require the collection			
F	Reason C		older is otherwise unable te table if you have select		nber. Please explain why you are unable to obtain a			
		CLARATION & S						
					e notes, terms and conditions governing the Accound may use and share the information supplied by me.			
repo cou	orted to tax	authorities of the	country/jurisdiction in	which this account(s) is mainta	account Holder and any Reportable Account(s) may be ined and exchanged with tax authorities of anothe vernmental agreements to exchange financial accoun			
I ce	rtify that I an	n the Account Holo	der (or am authorised to s	sign for the Account Holder) of all	I the account(s) to which this form relates.			
		Personal Data Proto a as per notice.	ection Act (PDPA) 2010 N	otice on the TA Investment Mana	agement Berhad's website and consent to the use of			
I de	clare that all	statements made	in this declaration are, to	the best of my knowledge and b	elief, correct and complete.			
the	information o		become incorrect or inc		e tax residency status of the Account Holder or cause th a suitably updated Self-Certification and Declaration			
Sign	ature	·			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:			

## CRS SELF-CERTIFICATION FORM (ENTITY)

#### **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 selfcertification.
- 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

PA	PART 1. IDENTIFICATION OF ACCOUNT HOLDER							
	ne of Entity/Coer Company R	Organisation egistration Certificate	·)					
Cour	Country of Incorporation							
Com	pany Registrat	tion No.						
PA	ART 2. TAX	( RESIDENCY I	DECLARATION					
Pleas	se tick one op	otion and complete	e as appropriate:					
	i. I am	a tax resident of	Malaysia and I do not hav	ve any tax residency with other co	ountries.			
	ii. I am	a tax resident of	Malaysia and I <b>have</b> any	tax residency with other countrie	S.			
	iii. I am	not a tax resident	t of Malaysia and I do not	have any tax residency with other	er countries.			
	iv. I am	not a tax resident	t of Malaysia and I <b>have</b>	tax residency with other countries	S.			
If y	ou select (ii)	or (iv), please cor	mplete the following table	 				
No.	Country/Ju Residence	risdiction of Tax	Tax Identification No. (TIN)	If TIN is unavailable, indicate Reason A, B or C	If Reason C, explain why unable to obtain	TIN		
1								
3								
4								
5	tay residence	is more than five (5)	countries, please add a sepa	irato choot				
R	Reason A	The country/juris	sdiction where the Accour	nt Holder is resident does not issu	ue TINs to its resident.			
R	Reason B		ed. (Note: Only select thied by such jurisdiction).	s reason if the domestic law of th	e relevant jurisdiction does not require the co	llection		
R	Reason C		older is otherwise unable t e table if you have selecte		ber. Please explain why you are unable to obt	ain a		
PA	RT 3. ENT	ITY TYPE						
			's Status by selecting one	e of the followings:				
1	. Financial 1	Institution						
a)	) Depository	Institution, Custodia	I Institution or Specified Insu	rance Company				
b)				ion and managed by another Financial ng Person Self-Certification Form" for each o				
c)	) Other Inve	stment Entity						
2	. Non-Finar	ncial Entity (NFE)	)					
d)	) Active NF	E - a Government Ent	tity or Central Bank, an Interr	national Organisation, other (e.g. non-	listed entity or non-profit organization).			
e) si	) Active NFI uch a corporati		stock of which is regularly tra	aded on an established securities mark	et & a corporation which is a related entity of			
PI	lease provide t	he name of the estab	lished securities market on w	hich the corporation is regularly trade	d.			
If	you are a Rela	ated Entity of a regula	arly traded corporation, pleas	e provide the name of the regularly tr	aded corporation.			
	D- : ::=	NEE /	NEE					
f)		<ul> <li>NFE that is not an icked, please provide the</li> </ul>		Person Self-Certification Form" for each of	your Controlling Persons.			

Indica Perso	ndicate the name 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").						
PAF	RT 4. NAME OF CONTROLLING PERSON						
1.							
2.							
3.							

## PART 5. DECLARATION & SIGNATURE(S)

I understand that the information provided by me is covered by the full provisions of the notes, 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 have read the Personal Data Protection Act (PDPA) 2010 Notice on the TA Investment Management Berhad's website and consent to the use of my personal data as per notice.

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.

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

#### **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 NFSs by reason of income and assets;
- publicity traded NFEs;
- Governmental Entities, International Organisation, Central Banks, or their wholly owned Entities;
- holding NFEs that are members of a nonfinancial groups;
- star-up NFFs:
- 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 quidance and the CRS for further classification definitions that apply to Financial Institutions.

#### . .

"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.

## CRS SELF-CERTIFICATION FORM (CONTROLLING 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 selfcertification.
- 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/

## CRS SELF-CERTIFICATION FORM (CONTROLLING PERSON)

### Please complete in BLOCK LETTERS

PART 1. IDENTIFICATION OF CONTROLLING PERSON									
A. Name of Controlling Person									
First	Name (Given Name)								
Last I	Last Name (Family Name)								
	No./Passport No.								
	legal name is a single name, the first name da	ta element should be completed as "NFN"	(No First Name) and	the last name field should be co	npleted with account holder's single name.				
B. C	Current Residence Address								
, laar									
Posto	nde	Town/City		State	Country				
	e Contact No.	Mobile No.		Email	country				
	Tailing Address (please only co		ess shown in Se						
Addre	-	,		,					
Posto	ode	Town/City		State	Country				
Hous	e Contact No.	Mobile No.		Email					
D [	Date and Place of Birth								
	of Birth (dd/mm/yyyy)			Town/City of Birth					
	of Birth			Country of Birth					
E D	lease enter the legal name o	f the relevant Entity Accou	unt Holdor(s)	of which you are the	Controlling Porcon				
	Name of <b>Entity 1</b>	THE TELEVALLE ETILLY ACCOU	init noider(s)	or which you are the	Controlling Person				
	Name of Entity 2								
	Name of Entity 3								
	RT 2. TAX RESIDENCY								
Pleas	e tick one option and comple								
	i. I am a tax resident o	f Malaysia and I do not ha	ve any tax re	sidency with other co	ountries.				
	ii. I am a tax resident o	f Malaysia and I <b>have</b> any	tax residenc	y with other countrie	s.				
	iii. I am not a tax reside	nt of Malaysia and I do no	t have any ta	x residency with oth	er countries.				
	iv. I am not a tax reside	nt of Malaysia and I <b>have</b>	tax residency	y with other countries	5.				
If you select (ii) or (iv), please complete the following table.									
No.	No.   Country/Jurisdiction of Tax   Tax Identification No.   If TIN is unavailable, indicate   If Reason C, explain why unable to obtain TIN   Reason A, B or C								
1	(Tally Reasoning Date								
2									
3									
4									
5									
If the	If the tax residence is more than five (5) countries, please add 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 a tax resident in one or more reportable jurisdiction.

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

## **PART 4. DECLARATION & SIGNATURE**

I understand that the information provided by me is covered by the full provisions of the notes, 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 have read the Personal Data Protection Act (PDPA) 2010 Notice on the TA Investment Management Berhad's website and consent to the use of my personal data as per notice.

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.

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:						

#### **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) or 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.
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Principal Applicant/Authorised Signatory 1 Date  I declare that I am a Sophisticated Investor	Joint Applicant/Authorised Signatory 2 (if any) Date  I declare that I am a Sophisticated Investor	Company Seal or Stamp

## 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 and for additional terms including but not limited to, minimum initial and subsequent investment amount.

Category of Investors	Definition
A. Accredited	☐ (i) A unit trust scheme, private retirement scheme or prescribed investment scheme.
Investor	☐ (ii) Bank Negara.
	☐ (iii) A licensed person or a registered person.
	(iv) An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator.
	(v) 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 SC.
	☐ (vi) A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704].
	(vii) An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].
	(viii) A chief executive officer or a director of any person referred to in subparagraphs (iii), (iv), (v), (vi) and (vii) above.
	☐ (ix) A closed-end fund approved by the SC.
B. High-Net Worth Entity	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.
	<ul> <li>□ A corporation that:</li> <li>□ is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the CMSA and has assets under its management, exceeding ten million ringgit or its equivalent in foreign currencies; or</li> <li>□ 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> <li>□ A corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts.</li> </ul>
	A partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies.
	A statutory body established under any laws whose function or mandate is investment in capital market products.
	A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967.
C. High-Net	An individual:
Worth	whose total net personal assets exceeding three million ringgit or its equivalent in foreign currencies, provided that the net value of the
individual	primary residence of the individual contributes not more than one million ringgit of the total net assets;
	whose total net joint assets with:
	his or her spouse; or
	☐ his or her child,
	exceeding three million ringgit or its equivalent in foreign currencies, provided that the net value of the primary residence of the individual with his or her spouse or child contributes not more that one million ringgit of the total net assets;
	who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;
	who jointly with his or her spouse or child, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;
	whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse or child, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies;
	who holds any of the following qualifications and has five consecutive years of relevant working experience in finance, economics, actuarial science or accounting:
	holds a Bachelor's or Master's degree related to Finance, Economics or Actuarial Science; holds a Bachelor's or Master's degree in Accounting; or holds a Master of Business Administration;
	who holds the following membership in the associations as set out below:  Active Member of Chartered Financial Analyst (CFA) Institute; Chartered Banker of Asian Institute of Chartered Bankers (AICB);
	Ordinary Member of Financial Markets Association Malaysia (FMAM);
	Chartered Accountant, C.A(M) of Malaysian Institute of Accountants (MIA);
	Ordinary Member of Malaysia Association of Tax Accountants (MATA);
	<ul><li>Accredited Angel Investor of Malaysian Business Angel Network (MBAN);</li><li>Certified Member of Financial Planning Association of Malaysia (FPAM); or</li></ul>
	Ordinary Member of Malaysian Financial Planning Council (MFPC); or

	who has five consecutive years of working experience in a capital market intermediary relating to product development, corporate finance, deal advisory, investment management, sales and trading, investment research and advisory, financial analysis, or the provision of training in investment products.
D. Consideration ≥ RM250,000	An individual who acquires unlisted capital market products where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for transaction whether such amount is paid for in cash or otherwise.  A company/corporation/institution 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.

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.

#### NOTES, TERMS 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 NRIC.

#### c) Company/Institution/Association

- Account Opening Form;
- Declaration Form (Wholesale Funds Only);
- A certified true copy of the the following:
- Certification of incorporation (if any);
- Memorandum and Articles of Association or constituion (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 & speciment signatures;
- The latest Audited Financial Statement:
- Copy of NRIC or passport or other form of identification of directors;
- 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 as 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/quardian. On or after the minor's 18th birthday, the parent/quardian 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

- Investors are advised NOT to make payment in cash when purchasing units of the Fund(s) via any UTC/IUTA.

  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. b)
- Payment in the form of Cheque (without applicant name printed on it must accompanied with bank statement), Banker's Cheque (provide copy of banker's application form), Cashier's c) Cheque (provide copy of cashier's application form), Electronic fund transfer (e.g. Telegraphic Transfer (TT), Rentas Transfer, Interbank Giro (IBG), DuitNow, e-Wallet or other mode of payment (provide supporting of payment proceed)) must be attached.
- For cash investment, investor is requested to provide proof of payment to show the payment is from the investor and not from any third 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 d)
- All payments must be made into our MAYBANK Account, details as below. Swift code Maybank Account is MBBEMYKLXXX.

### **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 TAIM TRUST A/C COLLECTION TA Funds/3rd Party Funds 7143 5600 8995

- 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.
- The Manager does not accept payment (cheque/online transfer) from any 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 POLICY

Please refer to the Prospectus(es)/Information Memorandum(s) and Supplemental(s), (if any) for more information on the cooling-off right.

## 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 of the Class on the Reinvestment Date. There will not be any cost for the reinvestment of those additional Units i.e: no sales charge will be imposed on such transaction.

## b) Payout

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. 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 of the Class on the Reinvestment Date.

Income distribution will be automatically reinvested on the Reinvestment Date without incurring any sales charge, if:

- any distribution payable which is less than or equal to the amount of USD/AUD/SGD/GBP/MYR/RMB 250.00, or such amounts as may be determined by the Manager from time to time;
- no distribution choice was made on the account opening form or transaction form; and/or
- there is no bank account details provided.

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 Class, 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 transaction 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 ("Third Party 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 Third Party 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 Third Party Funds. b)
- 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 c) distributions in relation to the units of such Third Party Funds.
- d) 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 e) Supplemental(s) (if any), deed of the Third Party Funds and applicable laws.

#### 12. GENERAL

- This Form must be received by TAIM on or 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 a) 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
- b) For TA Islamic CashPLUS Fund and TA Income PLUS Fund, the NAV for transaction of units will be based on the day 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 funds. c)
- 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.
- For retail unit trust funds, investors will be issued with a Statement of Account together with the notification letter on the Fund's annual and semi-annual report
- For Wholesale Fund(s) investors will be issued with a Monthly Statement of Account, and Statement of Account with the notification letter on the Fund's annual and quarterly reports. In the case of joint applicants, distribution and tax vouchers will be issued in the name of the first applicant.
- g) h) 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 Fund(s) are eligible to use the online service AIMS@TA Investment. This online service will assist investors to administer and track their Unit Trust investments more effectively and efficiently. Log on to www.tainvest.com.my to sign up.

#### 13. STATEMENTS/NOTICES

- Unless otherwise specified, all statement including but not limited to your statements of account, tax voucher, transaction advice slip and any other documents will be sent to you via your latest email address that is registered with us.
- The onus is on you to notify TAIM of any change/update of email address, contact number or correspondence address immediately to ensure continuity in the receipt of notifications b) from the Manager. TAIM shall not be responsible for any failure in transmission or delivery of the statements/notices.
- 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 a) potential for losses as well as gains.
- b) 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 d)
- 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.

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 from the date of documents require. In the event of termination, units will be redeemed at the closing NAV price on the 15th business day.

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

The Personal Data Protection Act 2010 (hereinafter referred to as the "PDP 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 purposes of this personal data notice, the terms "personal data" and "processing" shall have the meaning prescribed in the PDP Act.

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

- This personal data notice serves to inform you how your personal data is being processed by or on behalf of TAIM.
- The personal data processed by us may include your name, MyKad/passport/identification number, contact details, email address, username, password, information about 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.
- Subject to the relevant laws, including the Securities Industry (Central Depositories) Act 1991 and Capital Markets and Services Act 2007 regarding depositors' information maintained by Bursa Malaysia Depository Sdn.Bhd., TAIM may use your personal data for the following purposes ("Purposes"): 3)
- 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) a) 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;
- To provide investor and other capital market education events and activities;
- To enable the resolution of a concern or complaint;
- c) d) e) f) g) h) To create directories or databases:
  - To provide on going information about events and programs, our products and services to people we believe may be interested in such event, programs, products and services;
- To provide services:
- To research, develop and improve our events, programs, products and services; and
- For any other purpose that is incidental or ancillary or in furtherance to the above purposes.
- Your personal data is collected from various sources, including information you have provided us, information from third parties, interactions with our Help Desk, use of our mobile device applications, access to our website, visit to our office premises 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	Manager Customer Service
Mailing address	TA Investment Management Berhad 23th Floor Menara TA One, 22 Jalan P Ramlee 50250 Kuala Lumpur
Telephone No	(603) 2031 6603
E-mail address	investor.taim@ta.com.my

In accordance with the Act:

a)

- 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 PDP Act.
- 6) Subject to relevant laws, your personal data may be disclosed to:
  - 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 Royal Malaysian Police, Malaysian Anti- Corruption Commission, the 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;
- 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
- ) Any other person whom TAIM may think fit,

Notwithstanding that any such persons maybe 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 Bursa Malaysia/Securities Commission Malaysia/Federation of Investment Managers Malaysia.
- We shall retain your personal data for as long as necessary to fulfil the Purposes for which it was collected or until a period of seven (7) years has elapsed from the date of closure of your
- 10) account unless otherwise permitted by relevant law or in defending legal claims.
  - 1) In the event of any inconsistency between the English version and the Bahasa Malaysia version of this form, the English version shall prevail over the Bahasa Malaysia version
- 12) TAIM reserves the right to amend and update this Personal Data notice at any time and the updated notice will be posted on this website pr via any other mode that TAIM views as suitable.
- 13) Your personal data may be transferred to a place outside Malaysia and you hereby give your consent to the transfer.

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

(For Bahasa Malaysia version of the Personal Data Protection Notice, please refer to our website at www.tainvest.com.my)

Updated v10.06.2025



## Individual & Corporate Investor TRANSACTION FORM

	AN UNWAVERING COMMITMENT									
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 (v) where applicable.  Redemption (To Complete Section 1,3,6,7 & 9)  Redemption (To Complete Section 1,4,8 & 9)						Cash Investment EPF Investment EPF No				
1.	INDIVIDUAL	/NON-INDI	VIDUAL APPLI	CANT DETAIL	.s					
						tion (as per Certific	ate of Incor	poration	)	
Princ	cipal Applicant's N	NRIC/Passport/	Company Registrat	ion No		Cont	act No			
Join	t Applicant's Full	Name (as per l	NRIC/Passport)							
Join	t Applicant's NRI	C/Passport				Cont	act No			
	rce of Income for investment purpos	se)	Business	Employment	☐ Savir	ngs 🗌 Inherit	ance _	Others	(please sp	ecify)
	oose of Income for investment purpos	se)	☐ Savings [	Retirement	☐ Educ	ation Funding		Others	(please sp	ecify)
2.	INVESTMEN	Г	■ INITIAL	<b>ADDITION</b>	AL					
(A	Distribution In: Il 3rd party funds reinveste <i>Only for Initial I</i> .	s will be auto ed)	F	Fund Name		TA Account Number		(es)^	Sales Charge %	Investment Amount
1	Reinvest	☐ Payout								
2	Reinvest	☐ Payout								
3	Reinvest	☐ Payout								
									Total	
3.	SWITCHING									
				Fund Name W	ith Class(e	es)^	Sal	es		
	TA Account Number		Fro	om	То		Cha %		Unit	t/Amount
1									Full	Partial
2									Full	Partial
3									Full	Partial
1	4. REDEMPTION									
	REDEPIP 1101			т.	A Account	Number	Class(es)^		I Init / A	mount
Fund Name					A ACCOUNT	Number	liass(es)**	F		Partial
								F	 Full	☐ Partial
								F	Full	Partial
^F.	`For Class(es), please specify: eg. USD Class / AUD Hedged Class / SGD Class / MYR Class/ MYR Hedged Class, etc. (Please refer to the relevant Prospectus(es)/									
Info	Information Memorandum(s) and Supplemental(s) (if any) and Product Highlights Sheet for the class(es) to invest)  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 any approved financial institution.									

5. COOLING-OFF		
I/We would like to exercise my/our cooling-off right for my/our investment invest	on (date)	
Fund Name		Class(es)^
6. SUITABILITY ASSESSMENT DECLARATION		
Are there any changes to your investment profile from your last investment?		
☐ Yes (To complete the "Investor Suitability Assessment Form") ☐ 1	lo	
DECLARATION (SOPHISTICATED INVESTOR)		
Are there any changes to your status as Sophisticated Investor from your last inve		
Yes (To complete the "Declaration Form")	No	
7. PERSONAL ADVICE		
PERSONAL ADVICE - TO BE COMPLETED BY ADVISOR/DISTRIBUTOR		
Personal advice was offered to investor(s). Please tick either "Accepted" or "NOT	Accepted":	
☐ Accepted (To Complete Section A and B) ☐ NOT Accepted (To Complete	Section C)	
After reviewing the investor's investment profile based on Investor Suitability Assessment Forn Fund(s) is/are recommended.	, in consideration of investor's investment objective and in	nvestment preference, the below
A. List of Recommended Fund(s)		
1.	4.	
2.	5.	
3.	6.	
B. The Fund(s) has/have been recommended because:		
☐ The Fund(s)' objective is in accordance with the investor's investment goals.		
☐ The Fund(s)' objective is aligned with the investor's investment profile.		
Additional notes, if any		
C. Investor(s) do(es) not require any personal advice from consultant.		
INVESTOR'S ACKNOWLEDGEMENT (Tick ONE only)		
☐ I/We acknowledge to the personal advice (To Complete Section A or B)	☐ No personal advice required (1	To Complete Section C or D)
A. I/We agree to the personal advice, and fully understand the investment risk involved.	d. I/We will invest into the funds that recommended by p	roduct distributor.
B. I/We disagree to the personal advice. I/We fully understand the investment risk in	olved and choose to invest into the funds of my/our choic	e.
C. I/We fully understand the investment risk involved and choose to invest into the full	nds of my/our choice.	
D. Others:		
Only for High Net-Worth Entity/Accredited Investor (I/We do not agree to part	icipate in this assessment)	

8. PAYMENT					
PAYMENT DETAILS (For Investment only)					
Electronic Fund Transfer (Telegraphic Transfer (TT)/Rer	itas Transfe	r/Interbank Giro (IB	G)/DuitNow/e-Wallet) : Ref no		
<ol> <li>Cheque must be accompanied with the bank statement.</li> <li>For banker's cheque &amp; cashier's cheque, must provide the bank application form.</li> <li>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.</li> <li>No payment from a third-party account of the applicant is allowed.</li> </ol>					
PAYMENT DETAILS (For Redemption only)					Authorised by Principal Applicant
Note: a) Applicant is required to provide the correct details per their bank record. TA Investment Management Berhad will not be responsible for any return transaction. b) Please enclose photocopy of the bank passbook or bank statement as supporting documents. c) Redemption proceeds for EPF will be credited back to EPF.			n transaction.	Redemption payment payable to Joint Applicant	
i) Transfer payment via IBG					
ii) TT/Rentas (charges incurred will be borne by the inve	stor and wi	ll be deducted upfro	nt from the redemption proceed)		Signature (Principal Applicant)
Kindly complete the below as per Bank details	Individ	ual Account	☐ Joint Acco	ount	Corporate Account
Principal Applicant Name/Corporate Name (as per bank	record)				
Joint Account Name (as per bank record)					
Bank Name			Bank Account No.		
Currency			Bank Swift Code		
9. DECLARATION & SIGNATURE(S)					
I/We hereby declare that have received, read and understood the contents of the relevant Prospectus(es)/Information Memorandum(s)/Supplemental(s) (if any), and Product Highlights Sheet and agree to abide by the Notes, Terms 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 have read the Personal Data Protection Act (PDPA) 2010 Notice on the TA Investment Management Berhad's website and consent to the use of my personal data as per notice.  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 am/are aware on the fees and charges that will be incurred directly or indirectly when investing in the Fund.  I/We hereby agree to indemnify TA Investment Management Berhad against any actions, proceedings, claims, losses, damages and costs which be brought against, suffered or incurred by TA Investment Management Berhad as a result of any inaccuracy of declarations herein.  I/We am/are aware that cancellation of any request is not allowed once TA Investment Management Berhad receives this form.  Signature(s) given must be identical to the Account Opening Form.  IMPORTANT: Pre-signed and/or pre-thumb printed forms are strictly prohibited under TA Investment Management Berhad's policy and regulatory guidelines. This is to ensure the integrity and security of all investor documentation.					
Principal Applicant/Authorised Signatory 1 Date	Joint Ap	olicant/Authorised	d Signatory 2 (if any)	Company Se	eal or Stamp
FOR DISTRIBUTORS USE ONLY					
☐ UTC ☐ Walk In		Name			
☐ IUTA ☐ Signature Sighte	Code				
☐ Business Centre					
☐ TA Investment HQ		Date			
FOR OFFICE USE ONLY					
Remarks				Attended B	y/Date
				Approved E	3y/Date
Received By/Date	Process	sed By/Date		Verified By,	/Date

## **NOTES, TERMS 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

i. Investment

Transaction Form, Copy of NRIC, Proof of payment (for cash investment), KWSP 9N (AHL) Form (for EPF investment)

ii. Switching

Transaction Form, Investor suitability assessment form (if any)

iii. Redemption

Transaction Form, Copy of NRIC (if any), Copy of bank statement for verification of bank details (for cash investment).

#### b) Company/Institution/Association - (Cash Investment only)

i. Investment

Transaction Form (Company seal or stamp if applicable), Certified true copy of the board resolution with list of authorized signatories and company seal (if applicable), Proof of payment.

ii. Switching

Transaction Form (Company seal or stamp if applicable), Board Resolution to authorize the switching (if any), Investor suitability assessment form (if any), A list of signatories & specimen signatures (if any)

iii. Redemption

Transaction Form (Company seal or stamp if applicable), Copy of bank statement for verification of bank details.

<u>Note:</u> Applicant can perform a maximum of 3 transactions for switching or redemption with the same signing condition, different account type with different signing condition, separate forms are to be completed. TAIM reserve the right to request additional documents from applicant(s) to support the application.

#### 3. REDEMPTION

- a) For partial redemption a minimum balance is required to be retained in the account as specified in the relevant Prospectus(es)/Information Memorandum(s) and Supplemental(s) (if any).
- b) The charges for any other request of redemption payment will be borne by the applicant (if any).
- c) 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 join applicant. Proceeds cannot be paid to any Third Party's Account.

#### 4. SWITCHING

- a) Applicant may switch between Funds managed by TAIM only (unless otherwise stated by the Deed for the relevant Fund).
- b) Switching from zero sales charge Funds/lower sales charge Funds (if any), to other Funds, a sales charge/ the different of the sales charge between the two (2) Funds will be incurred before it is invested in the recipient Funds as stipulated in the relevant Prospectus(es)/Information Memorandum(s) and Supplemental(s) (if any).
- c) Switching is available between the Classes of Units of the Fund and between a Class and any other TAIM funds (or its class of units), which is denominated in the same currency.
- d) Applicant utilising their EPF savings are not allowed to switch to Funds that are not EPF approved.

#### 5. 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 approved 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 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 3rd 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 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
		•

#### **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

- 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).

#### 6. 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.

## 7. COOLING-OFF POLICY Investors have the right to re

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).

#### 8. 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

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. 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 of the Class on the Reinvestment Date.

Income distribution will be automatically reinvested on the Reinvestment Date without incurring any sales charge, if:

- any distribution payable which is less than or equal to the amount of USD/AUD/SGD/GBP/MYR/RMB 250.00, or such amounts as may be determined by the Manager from time to time;
- no distribution choice was made on the account opening form or transaction form; and/or
- there is no bank account details provided.

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 Class, the change will only take effect from the next distribution point, if any.

### 9. RIGHT OF THE MANAGER

75. RIGHT OF THE MANAGER
TAIM reserves the right to reject any transaction request that is unclear, incomplete, having different signature from TAIM's records (as per Account Opening Form) and/or not accompanied by the required documents.

#### 10. 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 Institutional Unit Trust Adviser ("IUTA"), you are bound by the terms stated below.

a) 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.
- b) The applicant hereby appoints TAIM as nominee to apply and undertake any authorised transactions on behalf of the applicant in relation to the Funds.
- c) 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.
- d) 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.
- e) 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.

#### 11. GENERAL

- a) This Form must be received by TAIM before 4.00pm (for Third Party Funds before 2.00pm) and if accepted, the NAV 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.
- b) You will receive a transaction advice slip from the Manager indicating the number of units allotted and the confirmed NAV within 14 days.
- c) 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.
- d) Applicant utilizing their EPF savings are not allowed to invest in Funds that are not EPF approved.
- e) Funds that are bought from our authorised distribution channel, the completed Investment Form must be submitted to the distribution channel only.
- f) Bank charges, where relevant, will be borne by investors. The validity of the transaction is dependent upon clearance of the payment made to TAIM.

#### 12. INDEMNITY

- a) 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.
- b) 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.

#### 13. CONTACT DETAILS

- a) 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.
- b) 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. 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: -

- a) 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.
- b) 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.
- c) 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.
- d) 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 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.

#### 15. MONEY LAUNDERING STATEMENTS

The applicant hereby warrants that:

- a) The applicant is the underlying principal of the Account (where applicable)
- b) No person other than the applicant has or will have any interest in the Account (where applicable); and c) 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.

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 from the date of documents require. In the event of termination, units will be redeemed at the closing NAV price on the 15th business day.

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

The Personal Data Protection Act 2010 (hereinafter referred to as the "PDP 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 purposes of this personal data notice, the terms "personal data" and "processing" shall have the meaning prescribed in the PDP Act.

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

- 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, MyKad/passport/identification number, contact details, email address, username, password, information about 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.

  Subject to the relevant laws, including the Securities Industry (Central Depositories) Act 1991 and Capital Markets and Services Act 2007 regarding depositors' information maintained by Bursa Malaysia Depository Sdn.Bhd., TAIM may use your personal data for the following purposes ("Purposes"): 3)
- 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;
- To enable it to discharge its contractual obligations;
- To provide investor and other capital market education events and activities;
- To enable the resolution of a concern or complaint;
- c) d) e) f) g) h) To create directories or databases:
  - To provide on going information about events and programs, our products and services to people we believe may be interested in such event, programs, products and services;
- To research, develop and improve our events, programs, products and services; and
- For any other purpose that is incidental or ancillary or in furtherance to the above purposes.
- Your personal data is collected from various sources, including information you have provided us, information from third parties, interactions with our Help Desk, use of our mobile device applications, access to our website, visit to our office premises and information in the public domain.

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	Manager 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
E-mail address	investor.taim@ta.com.my

In accordance with the Act:

- 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 PDP Act.
- 6) Subject to relevant laws, your personal data may be disclosed to:
- Our parent company, subsidiaries, related and associated companies; a)
- 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 Royal Malaysian Police, Malaysian Anti- Corruption Commission, the Companies Commission of Malaysia, Registrar of Societies and other supervisory, governmental or relevant authority; Any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant laws;
- d)
- 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;
- Auditors, professional firms or entities: and
- Any other person whom TAIM may think fit,

Notwithstanding that any such persons maybe 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.

- 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. 7) 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 Bursa Malaysia/Securities Commission Malaysia/Federation of Investment Managers Malaysia.
- We shall retain your personal data for as long as necessary to fulfil the Purposes for which it was collected or until a period of seven (7) years has elapsed from the date of closure of your account unless otherwise permitted by relevant law or in defending legal claims. 10)
- In the event of any inconsistency between the English version and the Bahasa Malaysia version of this form, the English version shall prevail over the Bahasa Malaysia version. 11)
- TAIM reserves the right to amend and update this Personal Data notice at any time and the updated notice will be posted on this website pr via any other mode that TAIM views as 12)
- 13) Your personal data may be transferred to a place outside Malaysia and you hereby give your consent to the transfer.

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

(For Bahasa Malaysia version of the Personal Data Protection Notice, please refer to our website at www.tainvest.com.my)

Updated v6.11.2025

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> 75000 Melaka Tel: 06-288 2687

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