



TA GLOBAL SELECT EQUITY FUND

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 March 2023.

The date of constitution of the TA Global Select Equity Fund is 14 September 2022.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 11.

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**RESPONSIBILITY STATEMENTS AND STATEMENTS OF
DISCLAIMER**

Responsibility Statements

This Prospectus has been reviewed and approved by the directors of TA Investment Management Berhad and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Prospectus false or misleading.

Statements of Disclaimer

The Securities Commission Malaysia has authorised the TA Global Select Equity 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.

DEFINITION

2010 Law	In relation to the Target Fund, means the Luxembourg law of 17 December 2010 on undertakings for collective investment. Words and expressions that are not defined in the Target Fund's Prospectus but are defined in the 2010 Law have the same meaning as in the 2010 Law.
Ancillary Liquid Assets	In relation to the Target Fund, means bank deposits at sight, such as cash held in current accounts with a bank accessible at any time.
AUD	Australian Dollar, the lawful currency of Australia.
AUD Hedged Class	The Class issued by the Fund denominated in AUD that aims to minimise the effect of exchange rate fluctuations between the Base Currency and AUD.
Base Currency	The base currency of the Fund, i.e. USD.
Bursa Malaysia	The stock exchange managed and operated by Bursa Malaysia Securities Berhad and includes any changes to the name or the operator of the Malaysian stock exchange.
Business Day	<p>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.</p> <p>Note: We may declare certain Business Days to be a non-Business Day if the jurisdiction of the Target Fund declares a non-business day and/or if the Target Fund's manager declares a non-dealing day.</p>
Class(es)	Any class of units representing similar interest in the assets of the Fund.
Commencement Date	The date on which investments of the Fund may first be made and is the date which falls on the next Business Day after the expiry of the Initial Offer Period.
Company	JPMorgan Investment Funds.
Deed	The deed dated 14 September 2022 entered into between the Manager and the Trustee in respect of the Fund as may be modified or varied by a supplemental deed from time to time.
Deposits with Credit Institutions	In relation to the Target Fund, means deposits repayable or withdrawable on demand, with any maturity date no more than 12 months. The credit institutions must either have a registered office in an EU Member State or, if not, be subject to prudential supervision rules the Commission de Surveillance du Secteur Financier ("CSSF") consider to be at least as stringent as European Union ("EU") rules.
Eligible Market	<p>An exchange, government securities market or an over-the-counter ("OTC") market:</p> <ul style="list-style-type: none">(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.
Eligible State	In relation to the Target Fund, means any EU Member State, any member state of the OECD, and any other state which the directors of the Target Fund deem appropriate with regard to the investment objectives of the Target Fund.

Prospectus in respect of the TA Global Select Equity Fund

	Eligible States in this category include countries in Africa, the Americas, Asia, Australasia and Europe.
EPM	Efficient portfolio management.
ESG	Environmental, social and Governance.
EU Member State	In relation to the Target Fund, means a member state of the European Union.
EUR	Euro.
EUR Hedged Class	The Class issued by the Fund denominated in EUR that aims to minimise the effect of exchange rate fluctuations between the Base Currency and EUR.
Fund	TA Global Select Equity Fund.
GBP	Pound Sterling, the lawful currency of United Kingdom.
GBP Hedged Class	The Class issued by the Fund denominated in GBP that aims to minimise the effect of exchange rate fluctuations between the Base Currency and GBP.
Guidelines	The Guidelines on Unit Trust Funds issued by the Securities Commission as may be amended from time to time.
G20	In relation to the Target Fund, means the “Group of Twenty”, the central forum for international cooperation on financial and economic issues, which comprises: Argentina, Australia, Brazil, Canada, China, France, Germany, India, Indonesia, Italy, Japan, Mexico, Russia, Saudi Arabia, South Africa, South Korea, Turkey, UK, USA and the European Union.
Initial Offer Period	The period of not more than twenty-one (21) days from the date of this Prospectus. The Manager reserves the right to shorten the Initial Offer Period at its own discretion.
Initial Offer Price	The price payable by an applicant for a Unit during the Initial Offer Period.
Investment Manager	J.P. Morgan Investment Management Inc. The Investment Manager has sub-delegated the investment management of the Target Fund to JPMorgan Asset Management (Asia Pacific) Limited.
IUTA / Institutional UTS Adviser	A corporation registered with the Federation of Investment Managers Malaysia and authorised to market and distribute unit trust schemes of another party.
Last Practicable Date	31 January 2023.
Liquid Assets	Means <ul style="list-style-type: none">• money market instruments that are dealt in or under the rules of an Eligible Market and whose residual maturity does not exceed 12 months; or• placement in short-term deposits.
Management Company	JPMorgan Asset Management (Europe) S.à r.l. or any entity with overall responsibility for business management of the Company.
MYR Class	The Class issued by the Fund denominated in RM.
MYR Hedged Class	The Class issued by the Fund denominated in RM that aims to minimise the effect of exchange rate fluctuations between the Base Currency and RM.

Prospectus in respect of the TA Global Select Equity Fund

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.
OECD	In relation to the Target Fund, means the Organisation for Economic Co-operation and Development, an intergovernmental economic organisation with 35 member countries.
Prospectus	This prospectus in relation to the Fund.
Regulated Market	In relation to the Target Fund, means market that meets the requirements stated in item 21 of Article 4 of the European Parliament and the Council Directive 2014/EU of 15 May 2014 on markets in financial instruments (and amending Directive 2002/92/EC and Directive 2011/61/EU) as well as any other market in an Eligible State which is regulated, operates regularly and is recognised and open to the public.
Reinvestment Date	The income distribution reinvestment date shall be within three (3) Business Day after the date of declaration of any income distribution.
RM / MYR	Ringgit Malaysia, the lawful currency of Malaysia.
RMB	Renminbi, the lawful currency of the PRC.
RMB Hedged Class	The Class issued by the Fund denominated in RMB that aims to minimise the effect of exchange rate fluctuations between the Base Currency and RMB.
SC / Securities Commission Malaysia	The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.
SFDR	In relation to the Target Fund, means Regulation 2019/2088 on Sustainability-Related Disclosures in the Financial Services Sector.
SGD	Singapore Dollar, the lawful currency of Singapore.
SGD Hedged Class	The Class issued by the Fund denominated in SGD that aims to minimise the effect of exchange rate fluctuations between the Base Currency and SGD.
Special Resolution	<p>A resolution passed by a majority of not less than three-fourths ($\frac{3}{4}$) of the Unit Holders voting at a meeting of Unit Holders.</p> <p>For the purpose of terminating or winding up the Fund, a Special Resolution is passed by a majority in number representing at least three-fourths ($\frac{3}{4}$) of the value of the Units held by Unit Holders voting at the meeting.</p>
Sustainable Investments	In relation to the Target Fund, as defined under SFDR, an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste, and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, or an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and

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labour relations, or an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance. Further information on the definition of Sustainable Investment can be found on www.jpmorganassetmanagement.lu.

TAE	TA Enterprise Berhad (Registration Number: 199001003300 (194867-M)).
Target Fund	JPMorgan Investment Funds – Global Select Equity Fund, a sub-fund of JPMorgan Investment Funds.
Target Fund’s Prospectus	The prospectus for the Target Fund dated December 2022 and as may be amended and/or supplemented from time to time.
TASH	TA Securities Holdings Berhad (Registration Number: 197301001467 (14948-M)).
Trustee	CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A)).
UCIs	In relation to the Target Fund, means an Undertaking for Collective Investment.
UCITS	In relation to the Target Fund, means an Undertaking for Collective Investment in Transferable Securities governed by the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities.
Unit / Units	An undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund.
Unit Holder(s) / investor(s) / you	The person or persons registered for the time being as the holder or holders of Units of the Fund including persons jointly registered.
USD	United States Dollar, the lawful currency of United States of America.
USD Class	The Class issued by the Fund denominated in USD.
Valuation Day	A Business Day on which the price of the Fund is calculated.
We / 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: 34th Floor, Menara TA One
22 Jalan P. Ramlee
50250 Kuala Lumpur

Telephone number: 03-2072 1277

Head office / Business address: 23rd Floor, Menara TA One
22 Jalan P. Ramlee
50250 Kuala Lumpur

Telephone number: 03-2031 6603
Facsimile number: 03-2031 4479
Email address: investor.taim@ta.com.my
Website: www.tainvest.com.my

Trustee

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

Registered address: Level 13, Menara CIMB
Jalan Stesen Sentral 2
Kuala Lumpur Sentral
50470 Kuala Lumpur

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

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: ss.corptrust@cimb.com
Website: www.cimb.com

CHAPTER 1: THE FUND

1.1 Name of the Fund

TA Global Select Equity Fund

1.2 Fund Category

Feeder Fund (equity)

1.3 Base Currency

United States Dollar

1.4 Initial Offer Period

A period of twenty-one (21) days which is from 1 March 2023 to 21 March 2023.

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

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

1.5 Initial Offer Price

USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	RMB Hedged Class	EUR Hedged Class	MYR Hedged Class
USD 0.5000	RM 0.5000	AUD 0.5000	SGD 0.5000	GBP 0.5000	RMB 0.5000	EUR 0.5000	RM 0.5000

Note:

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.

1.6 Commencement Date

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

1.7 Investment Objective

The Fund aims to achieve a return in excess of the global equity markets by investing in a collective investment scheme which invests primarily in companies globally.

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

Prospectus in respect of the TA Global Select Equity Fund

1.8 Investment Policy and Strategy

The Fund seeks to achieve its investment objective by investing a minimum of 85% of the Fund's NAV in the Target Fund and the remainder of the Fund's NAV will be invested in Liquid Assets.

The Fund may employ currency hedging strategies to hedge the foreign currency exposure to manage the currency risk of the hedged Classes which are not denominated in the Base Currency.

If and when the Manager considers the investment in the Target Fund is unable to meet the investment objective of the Fund or the Target Fund is no longer in the best interest of the Unit Holders, the Manager may replace the Target Fund with another collective investment scheme that is deemed more appropriate. As this is a feeder fund, the Manager will stay invested in the Target Fund as long as the Target Fund's investment objective and strategies will enable the Fund to meet its investment objective. Nevertheless, during adverse market conditions, the Manager may take a temporary defensive position which may be inconsistent with the Fund's strategy by reducing its investment into the Target Fund and increase the Fund's liquidity level by investing in Liquid Assets to safeguard the Unit Holders' interest.

Currently, the Fund invests in Class C (acc) - USD shares of the Target Fund. The Fund may change its entire investment into another class of the Target Fund (which must be denominated in the same currency) if the Manager is of the opinion that the change is in the interest of the Unit holders. If the Manager wishes to effect such change, the Manager will seek concurrence from the Trustee and the Unit Holders will be notified before implementation. Please refer to Chapter 2, The information on JPMorgan Investment Funds – Global Select Equity Fund ("Target Fund") for details of the Target Fund. Investors may obtain a copy of the Target Fund's Prospectus from the Manager upon request.

1.9 Asset Allocation

- Minimum of 85% of the Fund's NAV will be invested in the Target Fund;
- Maximum of 15% of the Fund's NAV will be invested in Liquid Assets.

1.10 Performance Benchmark

MSCI World Index (Total Return Net).

Note: The use of benchmark is for performance comparison purposes. Thus, investors are cautioned that the risk profile of the Fund is not the same as the risk profile of the benchmark. There is no guarantee that the Fund will outperform the benchmark.

Information on the benchmark of the Fund can be obtained from Bloomberg at www.bloomberg.com or may obtain from the Manager upon request. Any change of the Fund's benchmark will be updated on our website and/or the Fund's product highlights sheet.

1.11 Investor's Profile

The Fund is suitable for investors who:

- seek long-term capital growth through exposure to global equity markets;
- understand the risks of the Target Fund, including the risk of capital loss; and
- are comfortable with the volatility and risks of investing in a collective investment scheme.

1.12 Distribution Policy

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

Prospectus in respect of the TA Global Select Equity Fund

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.

1.13 Mode of Distribution

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

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

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

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

Note:

Any change in distribution instruction must be in writing. If this is done in the last fourteen (14) days before the distribution declaration date of the Fund, the change will only take effect from the next distribution point, if any.

1.14 Permitted Investments

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

- (a) units and/or shares in collective investment schemes;
- (b) money market instruments;
- (c) deposits placed with financial institutions;
- (d) financial derivatives instruments, including but not limited to options, futures contracts, forward contracts and swaps, for hedging purposes; and
- (e) any other investments as may be agreed between the Manager and the Trustee from time to time.

1.15 Investment Restrictions and Limits

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

- (a) The Fund must invest at least 85% of its NAV in units or shares of a single collective investment scheme, provided that the collective investment scheme complies with—
 - i. the collective investment scheme is met the following criteria:
 1. 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;

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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.
- (b) The Fund may invest up to 15% of its NAV in the following permitted investments:
- i. Money market instruments that are dealt in or under the rules of an eligible market, and whose residual maturity does not exceed 12 months;
 - ii. Placement in short-term deposits; and
 - iii. Derivatives for the sole purpose of hedging arrangement.
- (c) A feeder fund must not invest in-
- i. A fund-of-funds;
 - ii. A feeder fund; and
 - iii. Any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.
- (d) The value of the Fund's investments in money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV ("single issuer limit").
- (e) The value of the Fund's placement in deposits with any single financial institution must not exceed 20% of the Fund's NAV.
- (f) The aggregate value of the Fund's investments in, or exposure to, a single issuer through-
- i. money market instruments;
 - ii. deposits;
 - iii. underlying assets of derivatives; and
 - iv. counterparty exposure arising from the use of OTC derivatives,
- must not exceed 25% of the Fund's NAV ("single issuer aggregate limit").
- (g) The value of the Fund's investments in money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV ("group limit").
- (h) The single financial institution limit in paragraph (e) does not apply to placements of deposits arising from:
- i. Subscription monies received prior to the commencement of investment by the Fund;
 - ii. Liquidation of investments prior to the termination or maturity of the Fund, where the placement of 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.
- (i) 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.
- (j) The Fund's exposure from derivatives positions for hedging purposes 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. For the exposure to the underlying assets of the derivative must not exceed the investment restrictions or limitations applicable to such underlying assets and investments stipulated in the Guidelines.

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

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

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

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

1.16 Risk Factors

1.16.1 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 law or Guidelines due to factors such as human error or weaknesses in operational processes and systems may adversely affect the performance of the Fund.

c) Inflation Risk

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

d) Non-compliance Risk

This risk arises from non-compliance with laws, rules, regulations, prescribed practices and internal policies and procedures by the 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 money includes investors being unable to service the loan repayments. In the event Units are used as collateral, investors may be required to top-up the investors' existing

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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.

f) Operational Risk

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

1.16.2 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) Concentration Risk

The Fund is exposed to concentration risk as it is investing a minimum of 85% of its NAV into the Target Fund. Hence, this would result in the Fund being exposed to the risk of its NAV declining when the Target Fund's net asset value declines. All investment decisions on the Target Fund are left with the Investment Manager and the Fund's performance is fully dependent on the performance of the Target Fund.

b) Currency 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 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 Base Currency moves favourably against the currency of the hedged Classes. Additional transaction costs of hedging will also have to be borne by investors in these hedged Classes.

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

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

c) Counterparty Risk

Investors in the hedged Classes of the Fund are subject to counterparty risk on the derivatives contract that may be entered into with the financial institutions for the purpose of hedging strategy. Any default by the counterparty would affect the NAV of the Fund. The Fund will only enter into derivatives contract that are issued by counterparty with a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency. 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 by the Manager to assess the impact of unwinding the affected trades and replacement cost. The Manager should, within six (6) months or sooner, if the Trustee considers it to be in the best interest of the Unit Holders, take the necessary action to ensure that the requirements are complied with.

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d) Country Risk

The Fund invests in the Target Fund which is domiciled in Luxembourg. Any adverse changes in the economic fundamentals, social and political stability, currency movements and foreign investments policies in Ireland may have an impact on the prices of the Target Fund and consequently may also affect the Fund's NAV.

e) Temporary Suspension of the Collective Investment Scheme Risk

The Management Company has the right to suspend dealing of the Target Fund. Please refer to Section 2.11 of the Prospectus for the rights related to suspension of dealing of the Target Fund.

If the right of the Fund to redeem its shares of the Target Fund is temporarily suspended, the Fund may also be affected if the Fund does not have sufficient liquidity to meet redemption request from Unit Holder.

To avoid suspension of the Fund, the Fund will hold adequate Liquid Assets (up to 15% of the Fund's NAV) and if the Liquid Assets are insufficient to meet redemption requests, the Manager may seek temporary financing if this is in the best interests of Unit Holders. If the Manager 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 market value or fair value of the investment in the Target Fund cannot be determined.

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.

f) Fund Management of the Target Fund Risk

We have exercised due skill and care in selecting the Target Fund. However, we do not have control over the management of the Target Fund and there is no guarantee that the investment objective of the Target Fund will be met. This may affect the value of the Unit Holders' investments in the Fund.

The Target Fund may change its investment objective which may become inconsistent with the investment objective of the Fund. In such instances, we will replace the Target Fund with other collective investment scheme which we consider to be more appropriate in meeting the investment objective of the Fund. Any changes on the replacement of the Target Fund would require the Unit Holders' approval.

1.16.3 Specific Risks associated to the Target Fund

The Target Fund is subject to investment risks and other associated risks from the techniques and securities it uses to seek to achieve its objective. Investors should also read "Risk Descriptions" in the Target Fund's Prospectus for a full description of each risk.

a) Hedging Risk

Any measures that the Target Fund takes that are designed to offset specific risks could work imperfectly, might not be feasible at times, or could fail completely. The Target Fund can use hedging within its portfolio to mitigate currency, duration, market or credit risk. Hedging involves costs, which reduce investment performance.

b) Equities Risk

The value of equities may go down as well as up in response to the performance of individual companies and general market conditions, sometimes rapidly or unpredictably.

If a company goes through bankruptcy or a similar financial restructuring, its shares in issue typically lose most or all of their value.

Prospectus in respect of the TA Global Select Equity Fund

Equity exposure may also be obtained through equity related securities such as warrants, depositary receipts, convertible securities, index and participation notes and equity-linked notes, which may be subject to greater volatility than the underlying reference asset and are also exposed to the risk of counterparty default.

c) Currency Risk

Movements or changes in currency exchange rates could adversely affect the value of the Target Fund's securities and the price of the Target Fund.

Exchange rates can change rapidly and unpredictably for a number of reasons including changes in interest rates or in exchange control regulations.

d) Market Risk

The value of the securities in which the Target Fund invests changes continually and can fall based on a wide variety of factors affecting financial markets generally or individual sectors.

Economies and financial markets throughout the world are becoming increasingly interconnected, which increases the likelihood that events or conditions in one country or region will adversely impact markets or issuers in other countries or regions. Furthermore, global events such as war, terrorism, environmental disasters, natural disasters or events, country instability, and infectious disease epidemics or pandemics may also negatively affect the value of the Target Fund's investments.

For example, an outbreak of COVID-19, a coronavirus disease, has negatively affected economies, markets and individual companies throughout the world, including those in which the Target Fund may invest. The effects of this pandemic, and other epidemics and pandemics that may arise in the future, may presently and/or in the future have a significant negative impact on the value of the Target Fund's investments, increase the Target Fund's volatility, negatively impact the Target Fund's pricing, magnify pre-existing risks to the Target Fund, lead to temporary suspensions or deferrals on the calculation of net asset value of the Target Fund and interrupt the Company's operations. The full impact of the COVID-19 pandemic is currently unknown.

1.16.4 Risk Mitigation

We do not employ risk management strategy on the portfolio of the Target Fund. The risk management strategies and techniques employed will be at the Target Fund level, where the Investment Manager combines financial techniques and instruments to manage the overall risk of the Target Fund's portfolio including diversification in terms of its exposure to various countries, industries and sectors.

As this is a feeder fund, the Manager will stay invested in the Target Fund as long as the Target Fund's investment objective and strategies will enable the Fund to meet its investment objective. Nevertheless, during adverse market conditions, the Manager may take a temporary defensive position which may be inconsistent with the Fund's strategy by reducing its investment into the Target Fund and increase the Fund's liquidity level by investing in Liquid Assets to safeguard the Unit Holders' interest.

The Manager will practice prudent liquidity management to ensure that the Fund maintains reasonable levels of liquidity to meet any redemption request. The Manager takes into account time to liquidate the Target Fund that allows the Manager to liquidate the Fund relatively quick in case required and ensure liquidity of the Fund maintains at a healthy level.

To avoid suspension of the Fund, the Fund will hold adequate Liquid Assets (up to 15% of the Fund's NAV) and if the Liquid Assets are insufficient to meet redemption requests, the Manager may seek temporary financing if this is in the best interests of Unit Holders. If the Manager 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 market value or fair value of the investment in the Target Fund cannot be determined.

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For the purposes of the Funds' investment in derivatives for hedging purposes, the global exposure will be calculated using commitment approach to ensure it does not exceed the Funds' NAV. The global exposure of the Funds 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.

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 27.

CHAPTER 2: THE INFORMATION ON JPMORGAN INVESTMENT FUNDS – GLOBAL SELECT EQUITY FUND (“TARGET FUND”)

This section of the Information Memorandum provides you with information regarding the Target Fund as extracted from the Target Fund’s Prospectus save for certain additional information included by the Investment Manager. All capitalized terms and expressions used in this section in reference to the Target Fund shall, unless the context otherwise requires, have the same meanings ascribed to them in the Target Fund’s Prospectus.

The Manager intends to invest into JPMorgan Investment Funds – Global Select Equity Fund.

2.1 Structure of the Company

JPMorgan Investment Funds (“Company”) is an “umbrella fund” under which the Target Fund is created and operate. The assets and liabilities of the Target Fund are segregated from those of other sub-funds of the Company. The Company qualifies as an Undertaking for Collective Investment in Transferable Securities (UCITS) under Part 1 of the 2010 Law, complies with all applicable UCITS legislation (including EC Directive 2009/65 as amended and related directives and regulations) and is registered on the official list of collective investment undertakings maintained by the CSSF. The Target Fund was established on 30 April 1981.

2.2 Regulatory Authority Which Regulates the Target Fund

Commission de Surveillance du Secteur Financier (“CSSF”)

2.3 Country of Domicile of the Target Fund

Luxembourg

2.4 Fund Legislation Applicable to the Target Fund

2010 Law.

2.5 The Management Company of the Target Fund

The board of directors of the Company has appointed JPMorgan Asset Management (Europe) S.à r.l. (“Management Company”) to perform investment management, administrative and marketing functions and as domiciliary agent. The Management Company typically serves for an indefinite period and the board of directors of the Company can replace the Management Company.

In its capacity as domiciliary agent, the Management Company is responsible for the administrative work required by law and the Articles, and for keeping the books and records of the Target Fund and the Company. The Management Company is subject to Chapter 15 of the 2010 Law.

The Management Company can delegate to third parties some or all of its activities, subject to applicable laws. For example, so long as it retains control and supervision, the Management Company can appoint one or more Investment Managers to handle the day-to-day management of the Target Fund assets, or one or more advisors to provide investment information, recommendations and research concerning prospective and existing investments. The Management Company can also appoint various service providers; further details can be obtained from its registered office.

The Investment Managers and all service providers typically serve for an indefinite period and the Management Company can replace them periodically.

Prospectus in respect of the TA Global Select Equity Fund

2.6 The Investment Manager of the Target Fund

The Management Company has delegated the investment management of the Target Fund to J.P. Morgan Investment Management Inc. ("Investment Manager").

The Investment Manager is responsible for day-to-day management of the Target Fund's portfolios in accordance with the stated investment objectives and policies. The Investment Manager has sub-delegated the investment management function to JPMorgan Asset Management (Asia Pacific) Limited or more affiliates of JPMorgan Chase & Co.

2.7 Investment Objective of the Target Fund

The Target Fund aims to achieve a return in excess of the global equity markets by investing primarily in companies, globally.

2.8 Investment Policies of the Target Fund

At least 67% of the Target Fund's assets are invested in equities of companies anywhere in the world.

At least 51% of the Target Fund's assets are invested in companies with positive environmental and/or social characteristics that follow good governance practices as measured through the Investment Manager's proprietary ESG scoring methodology and/or third party data.

The Target Fund invests at least 10% of assets excluding Ancillary Liquid Assets, Deposits with Credit Institutions, money market instruments, money market funds and derivatives for EPM, in Sustainable Investments, as defined under SFDR, contributing to environmental or social objectives.

The Investment Manager evaluates and applies values and norms based screening to implement exclusions. To support this screening, it relies on third party provider(s) who identify an issuer's participation in or the revenue which they derive from activities that are inconsistent with the values and norms based screens. The list of screens applied that may result in exclusions can be found on the Management Company's website at www.jpmorganassetmanagement.lu.

The Target Fund systematically includes ESG analysis in its investment decisions on at least 90% of securities purchased.

Up to 20% of the Target Fund's net assets in Ancillary Liquid Assets and up to 20% of the Target Fund's assets in Deposits with Credit Institutions, money market instruments and money market funds for managing cash subscriptions and redemptions as well as current and exceptional payments. Up to 100% of the Target Fund's net assets in Ancillary Liquid Assets for defensive purposes on a temporary basis, if justified by exceptionally unfavourable market conditions.

The Target Fund may use derivatives for hedging and efficient portfolio management purposes.

The Target Fund uses commitment approach to calculate global exposure.

The Target Fund may engage in securities lending between 0% to 20% of the NAV of the Target Fund.

2.9 Investment Restrictions and Powers of the Target Fund

General Investment Policies

The Target Fund, and the Company itself, must comply with all applicable EU and Luxembourg laws and regulations, notably the 2010 Law, as well as certain circulars, guidelines and other requirements.

This section describes the types of assets, techniques and instruments that are permitted as a matter of law and regulation, as well as the applicable limits, restrictions and requirements. In case of any discrepancy with the 2010 Law itself, the latter (in the original French) will prevail. In the case of any

Prospectus in respect of the TA Global Select Equity Fund

detected violation of the investment restrictions applicable to the Target Fund, the Investment Manager must make compliance with these restrictions a priority in its securities trades and management decisions, while taking due account of the interests of shareholders of the Target Fund.

Permitted Assets, Techniques and Instruments

The table below describes the types of assets, techniques and instruments that the Company and the Target Fund can invest in and use. The Target Fund may set limits that are more restrictive in one way or another, based on their investment objectives and policies as more fully described under the Target Fund's Prospectus. The Target Fund's usage of any asset, technique or transaction must be consistent with its investment policies and restrictions.

The Target Fund cannot acquire assets that come with unlimited liability attached, underwrite securities of other issuers, or issue warrants or other rights to subscribe for the shares of the Target Fund.

Security / Transaction	Requirements	
1. Transferable securities and money market instruments	Must be listed or traded on a Regulated Market.	Recently issued securities must include in their terms of issue a commitment to apply for official listing on a Regulated Market and such admission must be received within 12 months of issue.
2. Money market instruments that do not meet the requirements in row 1	Must be subject (at the securities or issuer level) to regulation aimed at protecting investors and savings and must meet one of the following: <ul style="list-style-type: none"> be issued or guaranteed by a central, regional or local authority, or a central bank of an EU Member State, the European Central Bank, the European Investment Bank, the EU, a public international body to which at least one EU Member State belongs, a sovereign nation, or a member state of a federation. be issued by an undertaking of any securities that qualify under row 1 (with exception of recently issued securities). be issued or guaranteed by a credit institution which has its registered office in a country which is an OECD Member State or a Financial Action Task Force ("FATF") State. 	Can also qualify if the issuer belongs to a category approved by the CSSF, is subject to investor protections that are equivalent to those described directly at left, and meets one of the following criteria: <ul style="list-style-type: none"> is issued by a company with at least EUR 10 million in capital and reserves that publishes annual accounts consistent with fourth Directive 78/660/EEC. is issued by an entity dedicated to financing a group of companies at least one of which is publicly listed. is issued by an entity dedicated to financing securitisation vehicles that benefit from a banking liquidity line.
3. Transferable securities and money market instruments that do not meet the requirements in rows 1 and 2	Limited to 10% of the Target Fund assets.	
4. Units of UCITS or other UCIs that are not linked to the Company*	Must be limited by constitutional documents to investing no more than 10% of	<ul style="list-style-type: none"> issue annual and semi-annual reports that enable an assessment of assets, liabilities,

Prospectus in respect of the TA Global Select Equity Fund

	<p>assets in aggregate in other UCITS or other UCIs. If the target investment is an "other UCI", it must:</p> <ul style="list-style-type: none"> invest in UCITS-allowable investments. be authorized by an EU Member State or by a state the CSSF considers to have equivalent laws on supervision, with adequate cooperation between authorities sufficiently ensured. 	<p>income and operations over the reporting period.</p> <ul style="list-style-type: none"> offer investor protections that are equivalent to those of a UCITS, in particular as to the rules on asset segregation, borrowing, lending and uncovered sales.
5. Units of UCITS or other UCIs that are linked to the Company*	<p>Must meet all requirements in row 4.</p> <p>The Company's annual report must state the total annual management and advisory fees charged both to the Target Fund and to the UCITS/other UCIs in which the Target Fund has invested during the relevant period.</p>	<p>The underlying UCITS/UCI cannot charge the Target Fund any fees for buying or redeeming shares.</p> <p><i>Company policy: there is no net annual management fee charged to the Target Fund by any linked UCITS/UCIs.</i></p>
6. Shares of other sub-funds of the Company	<p>Must meet all requirements in row 5.</p> <p>The Target Fund cannot invest, in turn, in the acquiring sub-fund of the Company (reciprocal ownership).</p>	<p>The acquiring sub-fund of the Company surrenders all voting rights in shares it acquires.</p> <p><i>The shares do not count as assets of the acquiring sub-fund of the Company for purposes of minimum asset thresholds imposed by the 2010 Law.</i></p>
7. Real estate and commodities, including precious metals	<p>Direct ownership of precious metals and other commodities, or certificates representing them, is prohibited. Indirect Investment exposure is allowed through permitted investments outlined in this table.</p>	<p>The Company may only directly purchase real estate or other tangible property that is directly necessary to its business.</p>
8. Deposits with Credit Institutions	<p>Must be repayable or withdrawable on demand, and any maturity date must be no more than 12 months.</p>	<p><i>The credit institutions either must either have a registered office in an EU Member State or, if not, be subject to prudential supervision rules the CSSF consider to be at least as stringent as EU rules.</i></p>
9. Ancillary Liquid Assets	<p>Limited to 20% of the Target Fund's net assets for managing cash subscriptions and redemptions as well as current and exceptional payments.</p> <p>Up to 100% of the Target Fund's net assets on a temporary basis, if justified by exceptionally unfavourable market conditions to mitigate risks relative to such exceptional market conditions</p>	

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	in the best interests of shareholders of the Target Fund.	
10. Derivatives and equivalent cash-settled instruments	Underlying assets must be those described in rows 1, 2, 4, 5, 6 and 8 or must be financial indices, interest rates, foreign exchange rates or currencies consistent with the Target Fund investment objectives and policies. All usage must be adequately captured by the risk management process described in “Management and Monitoring of Derivatives Risks” of the Target Fund’s Prospectus.	<p>OTC derivatives must meet all of the following criteria:</p> <ul style="list-style-type: none"> • be subject to reliable and verifiable independent daily valuations • be able to be sold, liquidated or closed by an offsetting transaction at their fair value at any time at the Company’s initiative • be with counterparties that are institutions subject to prudential supervision and that belong to categories approved by the CSSF <p>See also “How the Sub-Funds Use Derivatives, Instruments and Techniques” in the Target Fund’s Prospectus.</p>
11. Securities lending, repurchase transactions and reverse repurchase transactions	<p>Must be used for efficient portfolio management only.</p> <p>The volume of transactions must not interfere with the Target Fund’s pursuit of its investment policy or its ability to meet redemptions. With loans of securities and with repurchase transactions, the Target Fund must ensure that it has sufficient assets to settle the transaction.</p> <p>All counterparties must be subject to EU prudential supervision rules or to rules the CSSF consider to be at least as stringent.</p> <p>The Target Fund may lend securities:</p> <ul style="list-style-type: none"> • directly to a counterparty. • through a lending system organised by a financial institution that specialises in this type of transaction. • through a standardised lending system organised by a recognised clearing institution. 	<p>For each transaction, the Target Fund must receive and hold collateral that is at least equivalent, at all times during the lifetime of the transactions, to the full current value of the securities lent.</p> <p>The Target Fund must have the right to terminate any of these transactions at any time and to recall the securities that have been lent or are subject to the repurchase agreement.</p> <p>See also “How the Sub-Funds Use Derivatives, Instruments and Techniques” in the Target Fund’s Prospectus.</p>
12. Borrowing	The Company is not allowed to borrow in principle except if it is on a temporary basis and represents no more of 10% of the Target Fund’s assets.	The Company may however acquire foreign currency by means of back-to-back loans.

Prospectus in respect of the TA Global Select Equity Fund

13. Short sales	Short sales are prohibited.	Short positions may be acquired only through derivatives.
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* A UCITS/UCI is considered to be linked to the Company if both are managed or controlled by the same Management Company or another affiliated entity.

In keeping with 2010 Law, the Management Company has implemented a policy that seeks to restrict investments in securities issued by companies that have been identified by third party providers as being involved in the manufacture, production or supply of cluster munitions, depleted uranium ammunition and armour or anti-personnel mines. More information on the Management Company's policy on restrictions applying to cluster munitions is available from the Management Company.

Diversification Requirements

Category securities	of	In any one issuer	In Aggregate	Other Restrictions	Exceptions	
A. Transferable securities and money market instruments issued or guaranteed by a sovereign nation, any EU public local authority, or any public international body to which one or more EU Member States belongs.		35%	35%		<p>The Target Fund may invest up to 100% of its assets in as few as six issues if it is investing in accordance with the principle of risk spreading and meets both of the following criteria:</p> <ul style="list-style-type: none"> it invests no more than 30% in any one issue the securities are issued by an EU Member State, its local authorities or agencies, a member State of the OECD or of the G20, Singapore, Hong Kong or by a public international bodies of which one or more EU Member State belongs. 	
B. Bonds issued by a credit institution whose registered office is in an EU Member State and which is subject by law to special public supervision designed to protect bondholders*.	25%					80% in any issuer in whose bonds the Target Fund has invested more than 5% of assets.
C. Any transferable securities and money market instruments other than those described in rows A and B above.	10%		20%	20% in transferable securities and money market instruments within the same group. 40% in aggregate in all issuers in which the Target Fund has invested more than 5% of its assets (does not include deposits and OTC derivative contracts with financial institutions subject to prudential supervision and securities referred to under rows A and B).		
D. Deposits with Credit Institutions.	20%					
E. OTC derivatives with a counterparty that is a credit institution as defined in row 8 above (first table in section).	Max risk exposure 10%					
F. OTC derivatives with any other counterparty.	Max risk exposure 5%					
G. Units of UCITS or UCIs as defined in rows 4 and 5 above (first table in section).		With no specific statement in the Target Fund's objective and policies, 10% in aggregate in one or more UCITS or other UCIs. With a specific statement:		Target sub-funds of an umbrella structure whose assets and liabilities are segregated are considered as a separate UCITS or other UCI.		
		<ul style="list-style-type: none"> 20% in any one UCITS or UCI 				

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- 30% in aggregate in all UCIs other than UCITS
 - 100% in aggregate in all UCITS
- Assets held by the UCITS or other UCIs do not count for purposes of complying with rows A - F of this table.

* In particular, all sums deriving from their issuance must be invested in accordance with the law in assets that, for the life of the bonds, are capable of covering all claims attaching to the bonds and in case of issuer bankruptcy would be used, on a priority basis, to reimburse principal and accrued interest.

Limits to Prevent Concentration of Ownership

These limits are intended to prevent the Company or the Target Fund from the risks that could arise (for itself or an issuer) if it were to own a significant percentage of a given security or issuer.

Category of securities	of	Maximum ownership, as a % of the total value of the securities issued	
Securities carrying voting rights		Less than would enable the Company to exercise significant influence over the management of an issuer	These rules do not apply to: <ul style="list-style-type: none"> • securities described in row A of the table above • shares of a non-EU company that invests mainly in its home country and represents the only way to invest in that country in accordance with the 2010 Law • shares of subsidiaries that provide management, advice or marketing in their country, when done as a way of effecting repurchase transactions for shareholders of the Target Fund in accordance with the 2010 Law.
Non-voting securities of any one issuer		10%	
Debt securities of any one issuer		10%	
Money market securities of any one issuer		10%	
Shares of any UCITS or other UCI		25%	

These limits can be disregarded at purchase if at that time the gross amount of bonds or money market instruments, or the net amount of the instruments in issue, cannot be calculated.

The Target Fund does not need to comply with the investment limits described above under “Diversification Requirements and Limits to Prevent Concentration of Ownership” when exercising subscription rights attaching to transferable securities or money market instruments which form part of its assets, so long as any violations of the investment restrictions resulting from the exercise of subscription rights are corrected as described above under “General Investment Policies”.

Management and Monitoring of Derivatives Risk

The Management Company uses a risk-management process, approved and supervised by its board of managers, to monitor and measure at any time the overall risk profile of the Target Fund, including the risk of each OTC derivatives position.

Any derivatives embedded in transferable securities or money market instruments count as derivatives held by the Target Fund, and any exposure to transferable securities or money market instruments gained through derivatives (except certain index-based derivatives) counts as investment in those securities or instruments.

Global exposure is a measure designed to monitor the Company's use of derivatives and is used as part of the overall risk management process. The Company must ensure that the global exposure of the Target Fund relating to derivatives does not exceed 100% of the total net assets of the Target Fund. The Target Fund's overall risk exposure shall consequently not exceed 200% of its total net assets. In

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addition, this overall risk exposure may not be increased by more than 10% by means of temporary borrowings so that the Target Fund's overall risk exposure may not exceed 210% of the Target Fund's total assets under any circumstances.

Commitment Approach

The Target Fund calculates its global exposure by taking into account either the market value of an equivalent position in the underlying asset or the derivative's notional value, as appropriate. This approach allows the Target Fund to reduce its global exposure by taking into account the effects of any hedging or offsetting positions. Note that with the commitment approach, certain types of risk-free transactions, leverage-free transactions and non-leveraged swaps can be excluded from the calculation. Further information about the Company's risk management process (including quantitative limits, how those limits are derived and recent levels of risks and yields for various instruments) is available upon request from the registered office of the Management Company.

2.10 Use of Derivatives, Instruments and Techniques of the Target Fund

The Target Fund may use derivatives for the following purposes.

Hedging

Derivatives used for the purpose of hedging seek to reduce risk such as credit, currency, market and interest rate (duration) risk. Hedging can take place at a portfolio level or, in respect of currency hedging, at share class level.

Efficient portfolio management (EPM)

Efficient portfolio management means the cost-effective use of derivatives, instruments and techniques to reduce risks or costs or to generate additional capital or income. The techniques and instruments will relate to transferable securities or money market instruments, and the risks generated will be consistent with the Target Fund's risk profile and be adequately captured by the risk management process.

Types of Derivatives the Target Fund Can Use

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

- *Options*: The Target Fund may invest in call or put options on equities, interest rates, indices, bonds, currencies, commodity indices or other instruments.
- *Futures*: The Target Fund may enter into listed futures contracts on equities, interest rates, indices, bonds, currencies, or other instruments or options on such contracts.
- *Forwards*: Typically foreign exchange contracts.
- *Swaps*: These may include total return swaps (TRS), contracts for difference (CFD), foreign exchange swaps, commodity index swaps, interest rate swaps and swaps on baskets of equities, volatility swaps, variance swaps and credit default swap indices.
- *Mortgage TBAs*: Futures and certain options are exchange-traded. All other types of derivatives are generally over the counter (OTC) meaning they are in effect private contracts between the Company on behalf of the Target Fund and a counterparty. The depositary of the Target Fund verifies the ownership of the OTC derivatives of the Target Fund and maintains an updated record of these derivatives.

Types of Instruments and Techniques the Target Fund Can Use

The Target Fund may also use the following instruments and techniques for the purposes of efficient portfolio management (as described above):

- *Securities lending*: The lending of any transferable securities or money market instruments the Target Fund holds, to counterparties approved by the Company (which may include affiliates of JPMorgan Chase & Co.). All securities lent will be held in custody by the depositary (or a sub-custodian acting on the depositary's behalf) in a registered account open in the depositary's books for safekeeping. The generally low levels of counterparty risk and market risk associated with securities lending are further mitigated by, respectively, counterparty default protection from the lending agent and the receipt of collateral as described below.
- Securities lending is a technique regularly used by the Target Fund and the range of usage is defined in the description of the Target Fund in the Target Fund's Prospectus. The Target Fund will engage in securities lending from 0% to 20% depending on market conditions. Additionally

the proportion of securities lent varies over time depending on other factors such as borrowing demand and lending fees. Market conditions and borrowing demand fluctuate and cannot be precisely forecasted and therefore loan balances across the Target Fund may vary materially. If there is strong borrowing demand for companies from a particular geographic region there is likely to be higher lending activity across the Target Fund with holdings in these high demand companies. For example, the proportion of securities out on loan in the European equity sub-funds of the Company may be higher in a particular period than for the US equity sub-funds of the Company. If there is no borrower for specific securities held by the Target Fund, even if the Investment Manager's intention is to enter into these transactions, the Investment Manager will not be able to do so and the percentage of investment in securities lending may amount to 0%. The securities lending agent provides transparency, to the extent possible, in respect of the demand drivers behind lending activity. This information may be used by the Investment Manager and the Management Company to determine whether the Target Fund should participate in the securities lending program or not. Securities lending is an EPM technique used by the Target Fund to enhance returns consistent with the Target Fund's risk profile in order to meet the investment objective of the Target Fund. It is not a technique that contributes to the implementation of the investment strategy of the Target Fund. When securities are lent, the lending agent charges a fee to the borrower, based on demand / market conditions which generates additional income for the Target Fund. In addition, cash collateral provided by the borrower may be re-invested to produce additional returns. Reverse repurchase transactions An agreement to buy a security and sell it back to the original owner at a specified time and (typically higher) price. Currently, the Target Fund is not using reverse repurchase transactions and if they do in the future, the Target Fund's Prospectus will be updated.

Lending Agent, Collateral Agent and Collateral Manager

For securities lending, the current lending agent and collateral agent is J.P. Morgan SE – Luxembourg Branch. For reverse repurchase transactions, the current collateral managers are Euroclear Bank, The Bank of New York Mellon, State Street Bank and Trust Company and JPMCB. JPMCB is an affiliate of the Management Company.

Reinvestment of Collateral

Cash collateral will either be placed in bank deposits or invested in high-quality government bonds, reverse repurchase transactions or short-term money market funds of the Company that calculate a daily net asset value of the Target Fund and are rated AAA or equivalent. To the extent required by the CSSF, reinvestment of cash collateral must be taken into account for the calculation of the Target Fund's global exposure. All investments will meet diversification requirements disclosed above.

Non-cash collateral will not be sold, reinvested or pledged.

2.11 Company Rights Related to Shares of the Target Fund

The Company and the Management Company, at their sole discretion, reserve the right related to suspension of dealing.

Rights related to suspension of dealing

Temporarily suspend or defer the calculation of net asset value of the Target Fund or deals in the Target Fund and/or share class when any of the following is true:

- any exchange or market, on which a substantial portion of the Target Fund's investments is traded, is closed, otherwise than for public holidays, or while dealings on any such exchange or market are restricted or suspended;
- the Company is unable to repatriate funds for the purpose of making payments on the redemption of the shares of the Target Fund or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of shares of the Target Fund cannot, in the opinion of the directors of the Company, be effected at normal prices or rates of exchange;
- a breakdown exists in the means of communications or computation normally employed in determining any of the Company's assets, or the current price or values on any market of stock exchange;

Prospectus in respect of the TA Global Select Equity Fund

- the Company, the Target Fund or a share class is being, or may be, wound-up on or following the date on which notice is given of the meeting of shareholders of the Target Fund at which a resolution to wind up the Company, the Target Fund or a share class is proposed;
- any state of affairs exists that, in the view of the board of directors of the Company, constitutes an emergency as a result of which disposal or valuation of investments of the Target Fund by the Management Company is impracticable;
- the board of directors of the Company has determined that there has been a material change in the valuation of a substantial proportion of the investments of the Company attributable to the Target Fund, and has further decided, in order to safeguard the interests of the shareholders of the Target Fund and the Company, to delay the preparation or use of a valuation or carry out a later or subsequent valuation;
- in the case of a suspension of the calculation of the net asset value of one or several underlying investment funds in which the Target Fund has invested a substantial portion of assets;
- in the case of a merger, if the board of directors of the Company deems this to be justified for the protection of the shareholders of the Target Fund;
- any other circumstance exists where a failure to do so might result in the Company or its shareholders of the Target Fund incurring any liability to taxation or suffering other pecuniary disadvantages or other detriment that the Company or its shareholders of the Target Fund might not otherwise have suffered.

A suspension will apply to all types of deals in shares (except transfers) of the Target Fund and will apply at the Target Fund or share class level as applicable.

In connection with suspensions the Company will refuse to accept requests to buy, switch or redeem shares of the Target Fund during the time the board of directors of the Company has suspended the calculation of net asset value of the Target Fund. During this time shareholders of the Target Fund may withdraw their request. Any requests that are not withdrawn will be dealt on the next valuation day of the Target Fund once the suspension is over.

Shareholders of the Target Fund will be informed of any suspension or deferral as appropriate.

Limit how many shares are redeemed for the Target Fund on any valuation day of the Target Fund.

On any valuation day of the Target Fund, the Management Company will not be obliged to process redemption and switch out requests in their entirety, when the total net outflow from the Target Fund exceeds 10% of the total net assets of the Target Fund. The Management Company may decide that redemption and switch out requests in excess of 10% shall be deferred to the next valuation day of the Target Fund. All redemption and switch out requests whose processing is delayed by this, either partially or in full, will be processed in the order of the valuation day of the Target Fund on which they were accepted for redemption, subject to any suspensions of dealing requests or further imposition of the 10% daily limit.

2.12 Pricing of the Target Fund

The net asset value of the Target Fund is calculated every day. Each net asset value of the Target Fund is calculated to two decimal places. The net asset value of the Target Fund is calculated using this formula:

$$\frac{(\text{assets} - \text{liabilities})}{\text{number of outstanding Shares}} \pm \text{any swing pricing adjustment} = \text{NAV}$$

Appropriate provisions will be made to account for the costs, charges and fees attributable to the Target Fund as well as accrued income on investments.

Swing Pricing

To protect the interests of shareholders of the Target Fund, the Target Fund's net asset value may be adjusted to compensate for dilutions that can arise in connection with large flows of cash into or out of the Target Fund.

Prospectus in respect of the TA Global Select Equity Fund

These adjustments are normally applied on any valuation day the Target Fund when the total volume of trading in the Target Fund's shares (meaning both purchases and redemptions) exceeds a certain threshold. The adjustments will seek to reflect the anticipated prices at which the Target Fund will be buying and selling assets, as well as estimated transaction costs. The net asset value of the Target Fund will be adjusted upward when there are large cash inflows into the Target Fund and downward when there are large outflows. In normal market conditions, the adjustment for any given valuation day of the Target Fund will not be larger than 2% of what the net asset value of the Target Fund would otherwise be. In exceptional market conditions, however, this maximum level may be increased up to 5% to protect the interests of shareholders of the Target Fund. The price adjustment applicable to the Target Fund is available on request from the Management Company at its registered office.

The Management Company makes, and periodically reviews, the operational decisions about swing pricing, including the thresholds that trigger it, the extent of the adjustment in each case, and which the Target Fund will and will not be subject to swing pricing at any given time.

Swing pricing is normally applied to a merging sub-fund of the Company to minimise the impact of the incoming asset flows on the receiving sub-fund of the Company.

Note that the Management Company can decide not to apply swing pricing to purchases when it is trying to attract assets so that the Target Fund can reach a certain size. In this case, the Management Company will pay the dealing costs and other costs from its own assets in order to prevent dilution of shareholder value of the Target Fund. Note that in this circumstance, investors placing redemption requests will not receive the price for their shares that they would have if swing pricing were being applied. For a list of sub-funds of the Company to which the Management Company has decided not to apply the swing pricing adjustment, see www.jpmorganassetmanagement.lu.

2.13 Redeeming shares of the Target Fund

Payments of proceeds, after deduction of any applicable redemption charge or contingent deferred sales charge ("CDSC"), are generally sent out in the share class currency of the Target Fund within three Luxembourg business days after the valuation day of the Target Fund on which the deal was processed. All payment periods can be extended by weekends, currency trading holidays, and any other day that is not a valuation day for the Target Fund. For deals placed through certain agents approved by the Management Company, such as JPMorgan Funds (Asia) Limited in Hong Kong this may be increased to five Luxembourg business days. In exceptional circumstances, it may not be possible to deliver proceeds on schedule, but in all cases payment will be sent as soon as reasonably practicable, and in no case will the delivery period exceed 10 Luxembourg business days.

The Management Company has the right to defer redemptions or switches or compulsorily redeem shares of the Target Fund in certain circumstances – see "Fund Rights Related to Shares" in the Target Fund's Prospectus for more information.

2.14 Fee Chargeable by the Target Fund

The following fees and charges are currently payable out of the assets of the Target Fund:

Initial Charge	-
Redemption Charge	-
Annual Management and Advisory Fee ¹	0.50%
Distribution Fee	-
Operating and Administrative Expenses (Max)	0.20%

Note:

¹ There will be no double charging of annual management fee. Any annual management fee charged by the Target Fund in relation to the Fund's investments in the Target Fund will be payable from the annual management fee of the Fund.

CHAPTER 3: FEES, CHARGES AND EXPENSES

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

3.1 Sales Charge

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

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

Notes:

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

Please refer to Section 4.2, Pricing of Units for information on how the sales charge is calculated.

3.2 Redemption Charge

No redemption charge will be imposed for each redemption.

3.3 Transfer Fee

No transfer fee will be imposed for each transfer.

3.4 Switching Fee

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

USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	RMB Hedged Class	EUR Hedged Class	MYR Hedged Class
USD25	-	AUD25	SGD25	GBP25	RMB25	EUR25	-

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

Note: In addition to switching fee, Unit Holders will have to pay the difference in sales charge, if any, when switching from a Class to any other funds managed by us. No sales charge difference will be charged if the Class or fund (or its Class) to be switched into has a lower sales charge.

3.5 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.

Prospectus in respect of the TA Global Select Equity Fund

3.6 Annual Management Fee

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

Note:

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

Please refer to Section 4.1.1, Computation of NAV and NAV per Unit of the Fund on how the annual management fee is calculated.

3.7 Annual Trustee Fee

Up to 0.04% per annum of the NAV of the Fund subject to a minimum of RM10,000 per annum calculated and accrued daily (excluding foreign custodian fees and charges) and is to be charged to the Fund by the Trustee.

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

Please refer to Section 4.1.1, Computation of NAV and NAV per Unit of the Fund on how the annual trustee fee is calculated.

3.8 Other Expenses

These include the following:

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

3.9 Policy on Rebates and Soft Commissions

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

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

Prospectus in respect of the TA Global Select Equity Fund

- (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 shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

Note:

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

As this is a feeder fund, you are advised that you will be subjected to higher fees arising from the layered investment structure.

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

CHAPTER 4: TRANSACTION INFORMATION

4.1 Sale and Purchase of Units

4.1.1 Computation of NAV and NAV per Unit

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

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

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

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

Please refer to the illustration below for the computation.

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

Items	Fund (USD)	USD Class (USD)	SGD Hedged Class (USD)	MYR Hedged Class (USD)	AUD Hedged Class (USD)	MYR Class (USD)	RMB Hedged Class (USD)	GBP Hedged Class (USD)	EUR Hedged Class (USD)
Net Asset Value BF	54,686,964.12	8,302,515.85	2,978,175.31	12,986,252.69	10,560,492.47	3,500,045.10	1,515,004.50	4,390,088.00	10,454,390.20
Multi Class Ratio (MCR) %		15.18189204	5.44585964	23.74652332	19.31080403	6.40014518	2.77032109	8.02766815	19.11678655
Class gains	4,609.18	-	1,550.80	6,998.13	(3,984.55)	-	(1,355.20)	(1,557.00)	2,957.00
Gains, Income and Expenses	195,922.50	29,744.74	10,669.66	46,524.79	37,834.21	12,539.32	5,427.68	15,728.01	37,454.09
Gross Asset Value Before Fee	54,887,495.80	8,332,260.59	2,990,395.77	13,039,775.61	10,594,342.13	3,512,584.42	1,519,076.98	4,404,259.01	10,494,801.29
Management Fee (2,706.78)	(2,706.78)	(410.91)	(147.47)	(643.06)	(522.46)	(173.22)	(74.91)	(217.20)	(517.55)
Trustee Fee (60.15)	(60.15)	(9.13)	(3.28)	(14.29)	(11.61)	(3.85)	(1.66)	(4.83)	(11.50)
Net Asset Value	54,884,728.87	8,331,840.55	2,990,245.02	13,039,118.26	10,593,808.06	3,512,407.35	1,519,000.41	4,404,036.98	10,494,272.24
Units in Circulation		7,750,000.00	3,750,000.00	50,000,000.00	14,660,000.00	14,000,000.00	9,800,000.00	3,230,000.00	9,005,000.00
Exchange Rate		1.0000	1.3700	4.1500	1.4800	4.1500	6.9500	0.7757	0.9165
NAV Per Unit in Fund Currency		1.07507620	0.79739867	0.26078237	0.72263356	0.25088624	0.15500004	1.36347894	1.16538281
NAV Per Unit in Class Currency		1.07507620	1.09243618	1.08224682	1.06949768	1.04117789	1.07725029	1.05765061	1.06807335
NAV Per Unit in Class Currency (Rounded to four decimals)		1.0751	1.0924	1.0822	1.0695	1.0412	1.0773	1.0577	1.0681

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

4.2 Pricing of Units

We adopt the single pricing policy which is in line with the SC's requirement for the Malaysian unit trust industry. Under this regime, both the selling price and redemption price of Units are fixed at the Initial Offer Price during the Initial Offer Period. After the Initial Offer Period, the selling price and redemption price will be at the NAV per Unit of the Fund.

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

Prospectus in respect of the TA Global Select Equity Fund

Example:

Making an investment

Illustration: Determining the Investment Amount & Units Entitlement

Assuming an investor decided to invest RM10,000 in the Fund for MYR Class during the Initial Offer Period. The NAV per Unit is RM0.5000 and the sales charge is 5.50% of the NAV per Unit. The sales charge is calculated based on his investment amount and is illustrated as follows:

Investment amount	RM	10,000.00
Number of Units allocated (RM10,000 / RM0.5000)		20,000
Add: sales charge 5.50% of investment amount (5.50% x RM10,000)	RM	550.00
Amount payable by investor	RM	10,550.00

Redeeming an investment

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

Determining the Redemption Amount

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

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

Incorrect Pricing

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

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

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

Prospectus in respect of the TA Global Select Equity Fund

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

Policy on rounding adjustment

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

4.3 Sale of Units

Minimum Initial Investment	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	RMB Hedged Class	EUR Hedged Class	MYR Hedged Class
	USD 1,000	RM 1,000	AUD 1,000	SGD 1,000	GBP 1,000	RMB 1,000	EUR 1,000	RM 1,000
<i>or such other lower amount as we may decide from time to time.</i>								
Minimum Additional Investment	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	RMB Hedged Class	EUR Hedged Class	MYR Hedged Class
	USD100	RM100	AUD100	SGD100	GBP100	RMB100	EUR100	RM100
<i>or such other lower amount as we may decide from time to time.</i>								

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

Application of Units must be submitted by completing the account opening form, which is available at our head office and business centres. Please refer to Chapter 12, List of TA Investment Management Berhad's office, Institutional UTS Advisers and authorised distributors for details.

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

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 1.16.2(e) of the 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 Class and MYR Hedged Class are required to have a foreign currency account with any financial institution as all transactions relating to the particular foreign currency will ONLY be made via telegraphic transfers.

Prospectus in respect of the TA Global Select Equity Fund

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).

4.4 Redemption of Units

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

Redemption of Units can be made by completing a transaction form available from any of our offices or by sending written instructions to any of our offices on any Business Day. The minimum redemption of Units for each Class is 500 Units or such other lesser number of Units as we may from time to time decide.

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

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

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

The Fund will be valued on a daily basis and the daily prices of the Fund will be published on the next Business Day. The Fund's Unit prices are available on our website www.tainvest.com.my, Federation of Investment Managers Malaysia (FIMM)'s website, our head office or any of our business centres listed in the Chapter 12, List of TA Investment Management Berhad's office, Institutional UTS Advisers and authorised distributors.

Any valid redemption request received by our head office or any of our business centres on or before 4.00 p.m. on a Business Day will be processed based on the NAV per Unit calculated at the end of the Business Day. A redemption request received by us after 4.00 p.m. will be deemed to have been received on the next Business Day. If a redemption request is received by us on non-Business Day, such redemption request will be processed based on the NAV per Unit calculated at the close of the next Business Day.

As this is a feeder fund where the receipt of redemption proceeds from the Target Fund will be generally paid to the Fund within five business days and in view that this is a multi-class fund which is subject to currency conversion, the Manager will require to convert the classes of Units 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 has to also take into consideration the cut off time imposed by the banks for any remittance, currencies' holiday and/or payment through nominee system for investor who invest in units with an IUTA. Hence, the redemption proceeds will be paid to you within the period set out below based on the respective Classes.

Prospectus in respect of the TA Global Select Equity Fund

NAV Price	Classes	Payment of Redemption Proceeds
Based on redemption request received by TAIM on or before 4.00 p.m. on a Business Day.	USD Class, MYR Class, MYR Hedged Class	Within nine (9) Business Days from the date the transaction form is received.
	AUD Hedged Class, SGD Hedged Class, GBP Hedged Class, RMB Hedged Class and EUR Hedged Class	Within ten (10) Business Days from the date the transaction form is received.

Payment of redemption proceeds shall be based on the selected payment method stated in the transaction form received by our head office. In case of jointholders, we will process the redemption request based on the operating instruction stated in the account opening form when you first invested in the Fund. For avoidance of doubt, all redemption proceeds will be made payable to the principal applicant by default, unless there is a request by the principal applicant that the redemption proceeds be made payable to the joint applicant. We reserve the right to vary the terms and conditions of redemption payment from time to time.

The NAV per Unit of the Fund will be forwarded to the 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 redemption payment mode from time to time, which shall be communicated to you in writing.

We and the Trustee may temporarily suspend the redemption in or switching from Units of the Class or Fund, subject to the requirements in the Guidelines and in the circumstance as set out under Section 1.16.2(e) of the Prospectus.

4.5 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.

Prospectus in respect of the TA Global Select Equity Fund

4.6 Minimum Holdings

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

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

4.7 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 borrowings are not persistent;
- (ii) The borrowing period should not exceed one (1) month;
- (iii) The aggregate borrowing 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.

4.8 Securities Lending and Repurchase Transaction

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

4.9 Transfer of Units

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

Unit Holders may transfer all or partial of their Units to another person by completing a transfer form signed by both the transferor and transferee in the presence of a witness. The minimum transfer of Units for each Class is 500 Units or such other lesser number of Units as we may from time to time decide.

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

4.10 Switching Facility

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

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

(a) for switching out of the Class

- the minimum redemption of Units of the Class that you intend to switch out; and

Prospectus in respect of the TA Global Select Equity Fund

- the minimum holding of Units (after the switch) of the Class will be applicable to you, unless you are redeeming from the Class entirely.

(b) for switching into the Class

- the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the Class that you intend to switch into will be applicable to you.

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

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

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

Switch Out	Switch In	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.

Note:

* 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+1day), the net asset value of those funds with foreign investment will not be published on the next Business Day but instead will be published the next following Business Day i.e.: two (2) Business Days later (T+2day).

** for funds where the valuation point is on the same day, the net asset value of the funds will be published on the following Business Day (T+1day).

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 discouraged especially for Muslim Unit Holders.

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

4.11 Valuation of the Fund and Bases of Valuation of the Assets of the Fund

4.11.1 Valuation of the Fund

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

If the Target Fund is closed for business or the valuation of the units or shares of the Target Fund is not available during the Valuation point, the Manager will value the investment based on the latest available price as at the day the Target Fund was last opened for business or transacted.

Prospectus in respect of the TA Global Select Equity Fund

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 12, List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors for contact details.

4.11.2 Bases for Valuation of the Assets of the Fund

Investment Instruments	Valuation Basis
Collective investment schemes	<p>Collective investment schemes which are 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 schemes for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the investments must be valued at fair value.</p> <p>Investments in unlisted collective investment schemes 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.</p>
Money market instruments	<p>Investments in money market instruments (with remaining term to maturity of not more than 90 calendar days at the time of acquisition) are valued at book cost, meaning cost of acquisition plus accretion of discount on yield to maturity method.</p> <p>For negotiable instruments of deposit, valuation will be done using the indicative price quoted by the financial institution that issues or provides such instruments.</p> <p>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.</p>
Derivatives	<p>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 is 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.</p> <p>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.</p>
Deposits	<p>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.</p>
Foreign exchange conversion	<p>Foreign exchange conversion of foreign investments for a particular Business Day is determined based on the bid exchange rate quoted by Bloomberg or Reuters at United Kingdom time 4.00p.m. which is equivalent to 11.00 p.m. or 12.00 midnight (Malaysia time) on the same day, or such other time as prescribed from time to time by Federation of Investment Managers Malaysia or any relevant laws.</p>

Prospectus in respect of the TA Global Select Equity Fund

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.
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4.12 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. The name to which the payment is to be made is:-

Class(es)	Account Name
MYR Class and MYR Hedged Class	TAIM CLIENTS' TRUST A/C - COLLECTION
USD Class / AUD Hedged Class / SGD Hedged Class / GBP Hedged Class / RMB Hedged Class / EUR Hedged Class	TAIM TRUST A/C COLLECTION

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

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

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

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

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

4.13 How to Buy, Sell, Switch and Transfer

Transaction	Documents Required	Minimum Amounts	Documents to be received by investors
Investment (Buy)	<p><u>For New Investor(s):</u></p> <p><i>Individual Investor(s):</i></p> <ul style="list-style-type: none"> ▪ Account opening form; and ▪ Copy of NRIC / passport. ▪ For applicants below 18 years of age (joint holder), copy of identity card or birth certificate is required. <p><i>Non-Individual Investor(s):</i></p> <ul style="list-style-type: none"> ▪ Account opening form; ▪ A certified true copy of the certificate of incorporation; memorandum and article of association or constitution; form 24 or return for 	<p><u>Initial Investment</u></p> <p>USD1,000 AUD1,000 SGD1,000 GBP1,000 RMB1,000 EUR1,000 RM1,000</p> <p>or such other amount as the Manager may decide</p>	<ul style="list-style-type: none"> ▪ Successful applicants will be issued a transaction advice slip ▪ Unsuccessful applicants will be notified & application money will be refunded within thirty (30) days of receipt of the application

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	<p>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);</p> <ul style="list-style-type: none"> ▪ The latest audited financial statement; and ▪ Certified true copy of NRIC or passport or other form of identification of directors. <p><u>For Existing Investor(s):</u></p> <p><i>Individual Investor(s):</i></p> <ul style="list-style-type: none"> ▪ Investment form; and ▪ Investor suitability assessment form, if any. <p><i>Non-Individual Investor(s):</i></p> <ul style="list-style-type: none"> ▪ Investment form; and ▪ A certified true copy of board resolution with list of authorised signatories and company seal (if applicable). <p>All application must be attached with:</p> <ul style="list-style-type: none"> ➢ proof of payment; and ➢ copy of bank statement. 	<p>from time to time.</p> <p><u>Additional Investment</u> USD100 AUD100 SGD100 GBP100 RMB100 EUR100 RM100</p> <p>or such other amount as the Manager may decide from time to time</p>	
Redemption (Sell)	<ul style="list-style-type: none"> ▪ Transaction form; or ▪ Written instructions clearly stating account number, Fund's name and number of Units to be redeem and payment instruction; ▪ Copy of NRIC (if applicable); and ▪ Copy of bank statement. 	<p>500 Units or such other lesser number of Units as the Manager may decide from time to time</p>	<p><u>Transfer payment via Interbank Giro (IBG)</u></p> <ul style="list-style-type: none"> ▪ Transaction advice slip <p><u>Cheque</u></p> <ul style="list-style-type: none"> ▪ Transaction advise slip; and ▪ Redemption cheque or deposited cheque slip
Switching	<p><i>Individual Investor(s):</i></p> <ul style="list-style-type: none"> ▪ Transaction form; and ▪ Investor suitability assessment form (for switching to new investment fund) <p><i>Non-Individual Investor(s):</i></p> <ul style="list-style-type: none"> ▪ Transaction form; and ▪ A certified true copy of board resolution with list of authorised signatories and company seal (if applicable); and/or ▪ Investor suitability assessment form (for switching to new investment fund) 	<p>500 Units</p> <p>Switching is available between the Classes of the Fund and between a Class and any other TAIM's funds (or its classes of units), which are denominated in the same currency.</p>	<p>Transaction advice slip</p>

Prospectus in respect of the TA Global Select Equity Fund

Transfer	<p>Individual Investor(s):</p> <ul style="list-style-type: none"> ▪ Transfer form; and ▪ Copy of NRIC / passport. ▪ If the transferee is new account holder:- <ul style="list-style-type: none"> ○ Account opening form; and ○ Copy of NRIC / passport; ○ For applicant below 18 years of age (joint holder), copy of identity card or birth certificate is required. <p>Non-Individual Investor(s):</p> <ul style="list-style-type: none"> ➤ Transfer form. ➤ If the transferee is new account holder: - <ul style="list-style-type: none"> ○ Account opening form; ○ A certified true copy of the certificate of incorporation; memorandum and article of association or constitution; form 24 or return for the allotment of shares under section 78 of the Companies Act 2016, form 44 or notice under section 46 of the Companies Act 2016 and form 49 or notice under section 58 of the Companies Act 2016; board resolution with list of authorised signatories and company seal (if applicable); ○ The latest audited financial statement; and ○ Certified true copy of NRIC or passport or other form of identification of directors. 	500 Units	Transaction advice slip
Cooling-Off	<ul style="list-style-type: none"> ➤ Cooling-off form; or ➤ Written instructions clearly stating your intention to cool off the transaction, the value of investment, Fund's name and payment instruction. 	N/A	<ul style="list-style-type: none"> ▪ Transaction advice slip ▪ Payment for cooling-off

* We reserve the right to request additional documents from you as we deemed 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.

Note:

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

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

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

CHAPTER 5: THE MANAGEMENT COMPANY

5.1 Background Information

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

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

5.2 Role, Duties and Responsibilities of the Manager

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

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

5.3 Board of Directors

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

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

5.4 Investment Team

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

5.5 Material Litigation and Arbitrations

The disclosure of Manager’s material litigation and arbitration can be obtained from our website at <https://www.tainvest.com.my/company-information/>.

Further information and/or updated information about the Manager can be obtained from our website at www.tainvest.com.my.

CHAPTER 6: TRUSTEE

6.1 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 Act.

6.2 Experience as Trustee to Unit Trust Funds

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

6.3 Roles, Duties and Responsibilities of the Trustee

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

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

6.4 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 based, both locally and overseas.

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For the local Ringgit Malaysia assets, they are held through its wholly owned nominee subsidiary “CIMB 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.

6.5 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 7: SALIENT TERMS OF THE DEED

7.1 Unit Holders' Rights and Liabilities

Unit Holders' Rights

A Unit Holder has the right, amongst others:

1. to receive distributions, if any, of the Fund;
2. to participate in any increase in the value of the Units;
3. to call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through special resolution;
4. to receive annual and semi-annual reports on the Fund; and
5. to enjoy such other rights and privileges as are provided for in the Deed.

A Unit Holder would not, however, have the right to require the transfer to the Unit Holder of any of the Fund's assets. Neither would a Unit Holder have the right to interfere with or to question the exercise by the Trustee (or the Manager on the Trustee's behalf) of the rights of the Trustee as registered owner of the Fund's assets.

Unit Holders' Liabilities

1. 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.
2. 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.

7.2 Maximum Fees and Charges Permitted by the Deed

Fund	Maximum Sales Charge	Maximum Redemption Charge	Maximum Annual Management Fee	Maximum Annual Trustee Fee
USD Class	8.00% of the NAV per Unit.	5.50% of the NAV per Unit.	3.00% per annum of the NAV of the Fund.	0.10% per annum of the NAV of the Fund (including local custodian fees and expenses but excluding foreign custodian fees and charges), subject to a minimum fee of RM10,000 per annum.
MYR Class				
AUD Hedged Class				
SGD Hedged Class				

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GBP Hedged Class				
RMB Hedged Class				
EUR Hedged Class				
MYR Hedged Class				

Increase of Fees and Charges Stated in the Prospectus

The maximum sales charge and repurchase charge set out in this Prospectus can only be increased if the Manager has notified the Trustee in writing of the higher charges and the effective date for the higher charge.

The maximum annual management fee and annual trustee fee set out in this Prospectus can only be increased if the Manager has come to an agreement with the Trustee on the higher rate. The Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective and such time as may be prescribed by any relevant law shall have elapsed since the notice is sent.

The supplementary/replacement prospectus proposing a modification to this Prospectus to increase the aforesaid maximum fees and charges is required to be issued. An increase in the abovementioned fees and charges is allowed if such time as may be prescribed by any relevant laws has elapsed since the effective date of the supplementary/replacement prospectus.

Increase of Fees and Charges Stated in the Deed

The maximum sales charge, repurchase charge, annual management fee and annual trustee fee set out in the Deed can only be increased if a Unit Holders' meeting has been held in accordance with the Deed. Thereafter, a supplemental deed proposing a modification to the Deed to increase the aforesaid maximum charges and fees is required to be submitted for registration with the SC accompanied by a resolution of not less than 2/3 of all Unit Holders present and voting at the Unit Holders' meeting sanctioning the proposed modification to the Deed.

7.3 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/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;

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- (d) fees for the valuation of any investments of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, takaful/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 of the Trustee or the Manager and the appointment of a new trustee or management company;
- (l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the person(s) undertaking the oversight function of the Fund, and/or advisers, 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) costs and expenses incurred in relation to the distribution of income (if any);
- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to the sub-custodians for taking into custody any foreign assets of the Fund;
- (q) fees, charges, costs and expenses relating to the preparation, printing, posting registration and/or lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law;
- (r) fees in relation to fund accounting;
- (s) costs, fees and expenses incurred in relation to the subscription, renewal and/or licensing of the performance benchmark for the Fund; and
- (t) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred as mentioned above.

7.4 Retirement, Removal and Replacement 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 12 months' notice in writing of its desire so to

Prospectus in respect of the TA Global Select Equity Fund

do, or such lesser time as the Manager and the Trustee may agree upon, and subject to the fulfilment of the following conditions:

- 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;
- such corporation shall enter into such deed or deeds as are referred to in clause 2.3.2 of the Deed; and
- upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee under the Deed at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations under the Deed but without prejudice to the rights of the Trustee or any Unit Holder or other person in respect of any act or omission on the part of the retiring Manager prior to such retirement and the new management company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager under the Deed as fully as though such new management company had been originally a party to the Deed.

Subject to the provisions of any relevant law, the Trustee shall take all reasonable steps to remove the Manager:

- if the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of Unit Holders for the Trustee to do so after the Trustee has given notice to the Manager of that opinion and the reasons for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of the Unit Holders by way of a Special Resolution;
- 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
- if the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business;

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

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

7.5 Retirement, Removal and Replacement of the Trustee

The Trustee may retire upon giving 3 months' notice to the Manager of its desire to do so, or such shorter 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.

Provided always that the Manager has in place a corporation approved by the relevant authorities to act as the trustee of the Fund, the Trustee may be removed and such corporation may be appointed as trustee of the Fund by Special Resolution of the Unit Holders at a duly convened meeting.

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

- the Trustee has ceased to exist;

Prospectus in respect of the TA Global Select Equity Fund

- the Trustee has not been validly appointed;
- the Trustee is not eligible to be appointed or to act as trustee under any relevant law;
- the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or any relevant law;
- 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 the appointment;
- 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 insolvent); or

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.

7.6 Termination of the Fund and Class

Circumstances that May Lead to the Termination of the Fund

The Fund may be terminated or wound up as provided for under the Deed and the Guidelines as follows:-

- The SC has withdrawn the authorisation of the Fund pursuant to Section 256E of the Act; or
- A Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

Notwithstanding the aforesaid, the Manager may, in its sole discretion and without having to obtain the prior consent of the Unit Holders, determine the trust and wind up the Fund upon the occurrence of any of the following events:

- (a) if any new law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the Fund; or
- (b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Fund,

and the termination of the Fund is in the best interests of the Unit Holders. If the Fund is left with no Unit Holders, the Manager shall also be entitled to terminate the Fund.

A Class may be terminated if a Special Resolution is passed at a meeting of Unit Holders of that Class to terminate the Class provided always that such termination does not prejudice the interests of any other Class.

Notwithstanding the aforesaid, the Manager may, in its sole discretion and without having to obtain the prior consent of the Unit Holders, terminate a Class upon the occurrence of any of the following events:

- (a) if any new law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue a Class; or
- (b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue a Class,

and the termination of a Class is in the best interests of the Unit Holders. If a Class is left with no Unit Holders, the Manager shall also be entitled to terminate the Class.

7.7 Unit Holders' Meeting

Quorum Required for Convening a Unit Holders' Meeting

- (a) The quorum required for a meeting of the Unit Holders shall be 5 Unit Holders (irrespective of the Class), whether present in person or by proxy, however if the Fund or a Class has 5 or less Unit Holders (irrespective of the Class), the quorum required for a meeting of the Unit Holders of the Fund or a Class shall be 2 Unit Holders (irrespective of the Class), 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 25% of the Units in Circulation (irrespective of the Class) of the Fund or the particular Class, as the case may be, at the time of the meeting.
- (c) If the Fund or a Class has only 1 remaining Unit Holder (irrespective of the Class), 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 (irrespective of the Class).

Unit Holders' Meeting Convened by Unit Holders

Unless otherwise required or allowed by the relevant laws, the Manager shall, within 21 days of receiving a direction from not less than 50 or 1/10 of all the Unit Holders, whichever is less, summon a meeting of the Unit Holders by:

- sending by post at least 7 days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders;
- publishing at least 14 days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language national newspaper published daily and another newspaper approved by the relevant authorities; and
- 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:

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

provided always that the Manager shall not be obliged to summon any such meeting unless direction has been received from not less than 50 or 1/10 of all the Unit Holders, whichever is the lesser number.

Unit Holders' Meeting Convened by Manager

The Manager may for any purpose whatsoever summon a meeting of the Unit Holders by sending by post at least 14 days before the date of the proposed meeting, or such other time as may be prescribed by the relevant laws, a notice of the proposed meeting to all the Unit Holders.

All such notices and advertisement to the Unit Holders shall specify the place, time and terms of the resolutions to be proposed.

Unit Holders' Meeting Convened by Trustee

The Trustee may summon a Unit Holders' meeting in the event:

- the Manager is in liquidation;
- in the opinion of the Trustee, the Manager has ceased to carry on business;

Prospectus in respect of the TA Global Select Equity Fund

- in the opinion of the Trustee, the Manager has, to the prejudice of Unit Holders, failed to comply with the Deed or contravened any of the provisions of the Act;
- requiring the retirement or removal of the Manager;
- 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;
- securing the agreement of the Unit Holders to release the Trustee from any liability;
- deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to clause 6.9.3 of the Deed; or
- deciding on the reasonableness of the annual management fee charged to the Fund.

The meeting of the Unit Holders summoned by the Trustee shall be summoned by:

- sending by post at least 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
- publishing at least 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.

CHAPTER 8: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST

Policies and Procedures on Dealing with Conflict of Interest

Manager

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

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

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

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

Advisers

The auditor, tax adviser 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 9: 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/YINI/RDR

Contact
Ext. 7165 / 7353

3 February 2023

Dear Sirs

Re: Taxation of the Funds and Unit Holders

This letter has been prepared for inclusion in this Prospectus relating to TA Global Select Equity Fund ("the Fund").

Taxation of the Fund

Income Tax

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

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

The Fund may receive dividends, interest^{N1} and other income from investments outside Malaysia. Income derived from sources outside Malaysia and received in Malaysia was previously exempt from Malaysian income tax. However, such income may be subject to tax in the country from which it is derived.

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

^{N1} Pursuant to Section 2(7) of the Act, any reference to interest shall apply, mutatis mutandis, to gains or profits received and expenses incurred by an Islamic fund, in lieu of interest, in transactions conducted in accordance with the principles of Syariah.

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

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

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

- any savings certificates issued by the Government; or
- securities or bonds issued or guaranteed by the Government; or
- debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia; or
- a bank or financial institution licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013^{N1}; or
- any development financial institution regulated under the Development Financial Institutions Act 2002^{N2}; 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^{N2}.

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 is exempt from tax and expenses in relation to such dividend income are disregarded.

Real Property Gains Tax (“RPGT”)

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

^{N1} 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.

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

Sales Tax and Service Tax

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

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

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

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

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

Taxation of Unit Holders

Income Tax

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

Corporate unit holders, resident or non-resident in Malaysia, would be taxed at the corporate tax rate of 24% (effective from YA 2016), on distributions of income from the Fund to the extent of an amount equivalent to their share of the total taxable income of the Fund.

Corporate unit holders in Malaysia with paid-up capital in the form of ordinary shares of RM2.5 million and below will be subject to a tax rate of 17% on chargeable income of up to RM600,000, effective from YA 2020. This concessionary income tax rate is given only to corporate unit holders having gross business income for the relevant year of assessment of not more than RM50 million, in addition to the share capital requirement. For chargeable income in excess of RM600,000, the tax rate of 24% is still applicable.

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

Prospectus in respect of the TA Global Select Equity Fund

Based on the Finance Act 2021, a corporate tax rate of 33% (“Cukai Makmur”) will be levied on corporate unit holders with chargeable income exceeding RM100 million. Corporate unit holders with chargeable income below RM100 million will still be taxed at tax rate of 24%. However, the chargeable income in respect of foreign source income received in Malaysia from 1 July 2022 is exempted from the application of Cukai Makmur, computed based on a prescribed formula. The Cukai Makmur is effective for YA 2022 only.

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

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

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

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

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

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

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

Service Tax

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

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

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

Prospectus in respect of the TA Global Select Equity Fund

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 10: ADDITIONAL INFORMATION

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

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

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

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

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

10.2 Customer Service

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

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

If you have any questions about the information in this Prospectus or would like to know more about investing in any investment funds managed by the Manager, please contact our authorised distributors or our Customer Service Officers on our toll free number at 1-800-38-7147 between 9.00 a.m. and 6.00 p.m., from Monday to Friday (except public holidays).

Where Units Can Be Purchased or Redeemed

In relation to the information on where Units can be purchased or redeemed, please refer to the addresses and contact numbers of the offices of TAIM as disclosed in Chapter 12 of this Prospectus.

AIMS@TA Investment

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

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

10.3 Anti-Money Laundering Policy

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

Prospectus in respect of the TA Global Select Equity Fund

10.4 Deed(s)

Principal Deed	14 September 2022
Supplementary Deed(s)	Nil.

10.5 Financial Year End

28 February

10.6 Unclaimed Moneys Policy

Any moneys (other than unclaimed income distribution) payable to/by Unit Holders which remain unclaimed after twelve (12) months from the date of payment will be paid to the Registrar of Unclaimed Moneys by us in accordance with the requirements of the Unclaimed Moneys Act 1965. Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to reclaim their moneys.

10.7 Unclaimed Income Distribution

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

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

10.8 Consent Statement

The Trustee, the Trustee's delegate (custodian function) and the Target Fund's manager have given their consent for the inclusion of their names and statements in the form and context in which they appear in this Prospectus and have not withdrawn such consent.

The tax adviser has given its consent for the inclusion of its name and the tax adviser's letter in the form and context in which they appear in this Prospectus and has not withdrawn such consent.

CHAPTER 11: DOCUMENTS AVAILABLE FOR INSPECTION

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

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

CHAPTER 12: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTIONAL UTS ADVISERS AND AUTHORISED DISTRIBUTORS

Head Office

TA Investment Management Berhad
23rd 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, 1 st Floor, Centrepoin Commercial Centre (Phase 1) Jalan Melayu, 98000 Miri Sarawak Tel: 085-430 415
Kota Kinabalu Business Centre	Unit 4-1-02, 1 st Floor Block 4, Api-Api Centre Jalan Centre Point 88000 Kota Kinabalu, Sabah Tel: 088-268 023 Fax: 088-248 463
Kuching Business Centre	2 nd 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: 05-350 0399

Institutional UTS Advisers or Authorised Distributors

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