

# TA RAINBOW INCOME FUND 12

# 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 27 April 2022.

Units of the Fund will only be offered for sale from 27 April 2022 to 10 June 2022.

The date of constitution of the TA Rainbow Income Fund 12 is 31 March 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 17.

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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 Rainbow Income Fund 12 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**

No Units will be issued or sold based on this Prospectus after the Offer Period.

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			
Act	Capital Markets and Services Act 2007 as originally enacted and amen from time to time.			
Average Quarterly Price Level				
Average Strike Level	In respect of each Underlying Asset, means the average monthly strike leve for the first three (3) months from the Commencement Date of suc Underlying Asset.			
Base Currency	The base currency of the Fund, i.e. RM.			
Bursa Malaysia	The stock exchange managed and operated by Bursa Malaysia Securities Berhad and includes any changes to the name or the operator of the Malaysian stock exchange.			
Business Day	A day on which Bursa Malaysia is open for trading or banks in Kuala Lumpu are open for business. The Manager may declare certain business days t be a non-Business Day although Bursa Malaysia or the banks in Kual Lumpur are open for business.			
Bonds	A type of debt instruments issued by a corporation.			
Commencement Date	The date on which investments of the Fund may first be made and is the date which falls on the seventh (7 <sup>th</sup> ) Business Day after the expiry of the Offer Period.			
Conversion Factor	The prevailing spot exchange rate between USD/MYR on the relevant Observation Date, as the case may be, divided by the spot exchange rate between USD/MYR on the Commencement Date.			
Deed	The deed dated 31 March 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.			
Derivatives	Options, structured warrants or any other derivative transaction determined by us when we deem appropriate where the value of which depends upon the value of the Underlying Assets, currencies or other derivative instruments.			
Eligible Market	An exchange, government securities market or an over-the-counter ("OTC") market:			
	<ul> <li>(a) that is regulated by a regulatory authority of that jurisdiction;</li> <li>(b) that is open to the public or to a substantial number of mark participants; and</li> </ul>			
	(c) on which financial instruments are regularly traded.			
Fixed Income Instruments	Means deposits, money market instruments and/or Bonds.			
Fund	TA Rainbow Income Fund 12.			
Guidelines	The Guidelines on Unit Trust Funds issued by the SC as may be amended from time to time.			

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	28 February 2022.				
Maturity Date	A date which falls on the third (3 <sup>rd</sup> ) anniversary of the Commencement Date. If the said date falls on a non-Business Day, the Maturity Date shall be the next Business Day.				
Medium Term	Investment horizon of three (3) years.				
NAV or Net Asset Value	The value of all assets of the Fund less all liabilities of the Fund at a valuation point.				
NAV per Unit	Net Asset Value of the Fund divided by the number of Units in circulation at the same valuation point.				
Observation Date	1 <sup>st</sup> Observation Date	:	first anniversary date commencing from the Commencement Date		
	2 <sup>nd</sup> Observation Date	:	second anniversary date commencing from the Commencement Date		
	3 <sup>rd</sup> Observation Date	:	third anniversary date commencing from the Commencement Date and is also the Maturity Date		
Offer Period	The period of not more than forty-five (45) days commencing from the date of this Prospectus. The Manager reserves the right to shorten the Offer Period at its own discretion.				
Offer Price	The price payable by an	ap	oplicant for a Unit during the Offer Period.		
Prospectus	The prospectus in relation to the Fund.				
Rainbow Basket	Three (3) Underlying Assets where the Derivatives is based on.				
RAM	RAM Rating Services Be	erh	nad.		
RM / MYR	Ringgit Malaysia, the off	Ringgit Malaysia, the official currency of Malaysia.			
SC / Securities Commission	The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.				
Special Resolution	A resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy" means three-fourths (3/4) of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy; for the votes cast by the Unit Holders present and voting at the meeting in person or by proxy; for the purposes of terminating the Fund, "Special Resolution" means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Doed by a majority in purpose.				

convened in accordance with the Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.

TASHTA Securities Holdings Berhad (Registration Number: 197301001467<br/>(14948-M)).

TAE	TA Enterprise Berhad (Registration Number: 199001003300 (194867-M)).	
Tenure of the Fund	Three (3) years.	
Trustee	CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A)).	
Underlying Assets	Means collective investment schemes such as equity fund, bond fund, equity exchange-traded fund, bond exchange-traded fund, or indices such as equity index or bond index and/or any types of assets determined by us when we deem appropriate.	
Unit or Units	An undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund.	
Unit Holder(s) / investor(s) / you	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 official currency of United States of America.	
Valuation Day	A day on which the price of the Fund is calculated, and shall be every Thursday which is a Business Day for the Fund. If the said Thursday is not a Business Day, then the next Business Day will be the Valuation Day.	
We / our / us / the Manager / TAIM	TA Investment Management Berhad (Registration Number: 199501011387 (340588-T)).	

# CORPORATE DIRECTORY

### Manager

Name:	TA Investment Management Berhad (Registration Number: 199501011387 (340588-T))
Registered Address:	34 <sup>th</sup> Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur
Head Office / Business Address:	23 <sup>rd</sup> Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur
Telephone Number: Facsimile Number: Email Address: Website:	03-2031 6603 03-2031 4479 <u>investor.taim@ta.com.my</u> <u>www.tainvest.com.my</u>
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: Facsimile Number:	03-2261 8888 03-2261 0099
Email Address: Website:	ss.corptrust@cimb.com www.cimb.com
Business Address:	Level 21, Menara CIMB Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur
Telephone Number: Facsimile Number:	03-2261 8888 03-2261 9894

# CHAPTER 1: THE FUND

#### 1.1 Name of the Fund

TA Rainbow Income Fund 12.

#### 1.2 Fund Category

Fixed Income (Close-ended).

#### 1.3 Fund Type

Income.

#### 1.4 Base Currency

Ringgit Malaysia.

#### 1.5 Offer Period

A period of forty-five (45) days which is from 27 April 2022 to 10 June 2022.

The Offer Period may be shortened when we deem appropriate to enter the market to capitalize on the prevailing yields and/or market condition.

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

Units will not be available for sale after the Offer Period.

#### 1.6 Offer Price

RM1.0000

#### 1.7 Commencement Date

The Fund will commence on the seventh (7<sup>th</sup>) Business Day after the end of the Offer Period.

#### 1.8 Investment Objective

The Fund aims to provide income\* whilst preserving capital\*\* on Maturity Date.

\*The Fund will invest in Derivatives which enable the Fund's performance to be exposed to the performance of the Rainbow Basket for potential annual payouts. Income distribution will be paid to you by way of cash deposit to a bank account held in your own name.

\*\*Investors are advised that this Fund is neither a capital guaranteed nor a capital protected fund. The capital will be preserved by investments in Fixed Income Instruments. Consequently, the return of capital is SUBJECT TO the credit and default risk and currency risk associated with the investments in Fixed Income Instruments.

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

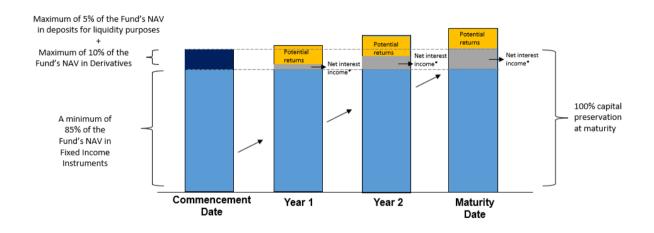
#### 1.9 Investment Policy and Strategy

The Fund seeks to achieve its investment objective by investing at least 85% of its NAV in Fixed Income Instruments to repay the initial investment of investors at Maturity Date (including sales charge). Up to 10% of the Fund's NAV will be invested in Derivatives linked to the performance of the Rainbow Basket to generate return.

The Fund intends to invest in deposits and/or money market instruments issued by Malaysian financial institutions rated at least "A" by RAM or equivalent rating by other domestic rating agencies. Whereas for investment in Bonds, the Bonds will be rated at least "A" by RAM or its equivalent rating by other domestic rating agencies and/or any global rating agencies. The Fund may invest up to 50% of its NAV in foreign Bonds should the Manager finds it appropriate to do so. The tenure of the Bonds will match (i.e.: 3 years) or will be similar (i.e.: shorter than 3 years) to the Tenure of the Fund.

The Fund may enter into derivative contracts which include, but are not limited to foreign exchange forward contracts and swap for the purposes of hedging and not for speculative purposes. Foreign exchange forward contracts and other currency derivatives may be used to hedge the returns and principal of all foreign denominated Bonds back to the Base Currency.

As the Fund is a close-ended fixed income fund, the Fund will be managed on a semi-active basis by the Manager. At the Maturity Date, issuers of the Fixed Income Instruments held by the Fund will be obligated to pay the notional amount provided there is no occurrence of credit default by the issuers. In order to mitigate credit and default risk, the selection will be based on stringent credit research and analysis. Semi-active management of the portfolio refers to the possibility that securities in the portfolio may be traded and rebalanced if needed to address default risk and/or uptrend interest rate concerns.



#### **Fund structure**

\* Net interest income = interest earned from Fixed Income Instruments - operating expenses\*\*

\*\* operating expenses include trustee fees and foreign custodian fees (paid monthly), audit and tax adviser's fees (paid annually), printing and posting of annual and semi-annual reports, and any other expenses allowed under the Deed.

Please note that the graph set out above is for illustration purposes only. This Fund is neither a capital guaranteed nor a capital protected fund.

#### i. <u>How the capital preservation<sup>1</sup> is achieved</u>

The Fixed Income Instruments invested will, upon Maturity Date, return a value equivalent to 100% of the capital invested by investors. If the issuers of the Fixed Income Instruments are unable to service any interest payments or repay the principal amount upon redemption of the Fixed Income Instruments by the Fund and/or Maturity Date, investors may not be able to receive the full amount of capital invested. In such case, the Manager will unwind the Fixed Income Instruments based on the marked-to-market price and return the proceeds from the sale of the Fixed Income Instruments to the investors.

In addition, the Fund may enter into derivative contract to fully hedge the returns and principal of all foreign denominated Bonds back to the Base Currency. However, if the Fund is unable to fully hedge the above returns and principal, investors may not be able to receive the full amount of capital invested.

Below is an illustration on how the capital preservation is achieved based on indicative interest rate:

Asset allocation	Credit rating	Indicative interest/coupon rate per annum	Indicative % allocation	Weightage average interest/coupon rate
	AAA	2.00%	10%	0.200%
	AAA	2.50%	13%	0.325%
Fixed Income	AA-	3.94%	18%	0.709%
Instruments	AA1	3.99%	18%	0.718%
	AA3	3.26%	17%	0.554%
	AA1	4.25%	18%	0.765%
Total			94%	3.271%

#### Table 1:

Note:

The credit rating in Table 1 may refer to the rating of the issuers of the deposits or money market instruments, or the rating of the Bonds.

#### Table 2:

100% of the capital invested by investors (a)	RM 100,000,000.00
Minus sales charge of 3.00% of amount invested (b)	RM 3,000,000.00
Amount for investment on Commencement Date $(c = a - b)$	RM 97,000,000.00
94% of the capital invested by investors will be invested in Fixed Income Instruments ( $d = c \times 94\%$ )	RM 91,180,000.00
Indicative interest income earned from Fixed Income Instruments for 3 years ( $e = f - d$ )	RM 9,243,357.02
Value of Fixed Income Instruments after 3 years (f)	RM 100,423,357.02
Operating expenses (g)	RM 270,000.00
Net cash proceeds available to distribute to investors at Maturity Date $(h = f - g)$	RM 100,153,357.02

Based on the example in Table 1 above, the weighted average interest rate for the Fixed Income Instruments is 3.271% per annum based on the indicative % allocation.

The formula for annual compounded interest, including principal sum, is:

<sup>&</sup>lt;sup>1</sup> This Fund is neither a capital guaranteed nor a capital protected fund.

$$A = P(1+r)^t$$

where:

A = the future value of the investment, including interest
P = the principal investment amount
r = the annual interest rate
t = the number of years the money is invested for

Hence, assuming that 94% of the capital invested by investors i.e: RM91,180,000 will be invested in Fixed Income Instruments, the value of the Fixed Income Instruments after 3 years will be RM100,423,357.02.

 $A = RM91,180,000(1 + 0.03271)^{3}$ = RM100,423,357.02

The indicative interest income earned from the Fixed Income Instruments for 3 years would be RM9,243,357.02.

Based on the illustration above, the net cash proceeds available to distribute to investors at Maturity Date is more than the capital invested by investors. Hence, Unit Holders may receive 100% of the capital invested on the Maturity Date, which is inclusive of the sales charge imposed on the subscription of Units during the Offer Period.

Please note that the calculation set out above is for illustration purposes only. This Fund is neither a capital guaranteed nor a capital protected fund.

#### ii. Derivatives

The Fund will invest up to 10% of its NAV in Derivatives linked to the performance of the Rainbow Basket to provide potential payouts to the Fund. The Derivatives is subject to price fluctuations which may also lead to fluctuations in the NAV of the Fund i.e. if the price of the Derivatives depreciates, the NAV of the Fund will also be negatively impacted. As the Derivatives is structured by an external party, the Derivatives is subject to the counterparty risk, which we will seek to mitigate by carrying out a stringent selection process on the counterparty prior to undertaking the investments in the Derivatives. The Fund will only invest in Derivatives that is issued by counterparty with a minimum long-term credit rating of investment grade by an international rating agency.

The Rainbow Basket comprises of three (3) assets at any one time and the Manager will adopt a qualitative and quantitative approach in selecting the Underlying Assets, taking into consideration the best interests of the Unit Holders. With the prevailing market condition, the Manager will conduct a filtration process to select the types of assets that would meet the investment objective of the Fund based on the investment outlook of each of the assets. After that, from a pool of shortlisted assets, the Manager will use a fundamental and technical analysis to identify potential Underlying Assets and examine related economic, financial and other factors to derive a forecast and movement of the potential Underlying Assets. The Manager will select top three (3) Underlying Assets/best Rainbow Basket for the Fund and the selected Underlying Assets will be fixed throughout the Tenure of the Fund. The Manager will endeavour to provide a diversified Rainbow Basket in determining the selection of the Underlying Assets.

The Manager will invest in Derivatives at the Commencement Date for a notional sum of up to 100% of the Fund's NAV and hold the Derivatives until its expiry. If there is any redemption from investors before the Maturity Date, the Manager may sell the equivalent amount of Derivatives within five (5) Business Days from the date of the investors' redemption request based on the marked-to-market price.

The currency denomination of the Derivatives may differ from the Base Currency. As such, the return of the Fund is subject to the foreign exchange currency risk based on the Conversion Factor.

On each annual Observation Date, if the performance of the Rainbow Basket is more than 0%, Unit Holders will receive an income distribution on that Observation Date. If the performance of the Rainbow Basket is less than or equal to 0%, Unit Holders will not receive any income distribution on that Observation Date.

A weightage will be assigned to each of the Underlying Assets on each Observation Date based on the following ratio:

#### Table 3:

Rainbow Basket	Ratio of the Weightage	
1 <sup>st</sup> Best Performing Underlying Asset	45%	
2 <sup>nd</sup> Best Performing Underlying Asset	30%	
3 <sup>rd</sup> Best Performing Underlying Asset	25%	

Please note that the ratio of the weightage set out above is for illustration purposes only and shall be fixed on the Commencement Date.

The Manager will inform Unit Holders with regards to the details of the Rainbow Basket i.e.: Underlying Assets, ratio of the weightage, Average Strike Level for each of the Underlying Assets and Observation Date after the Commencement Date. Although a change to the ratio of the weightage as illustrated in Table 3 as a result of a change in market condition e.g. change of interest rate during the Offer Period is unlikely, the Manager will inform Unit Holders after the Commencement Date should there be any change to such ratio of the weightage. For the avoidance of doubt, the Underlying Assets and the ratio of the weightage will be fixed throughout the Tenure of the Fund upon the Fund's investment in Derivatives on the Commencement Date.

The Manager will also inform Unit Holders with regards to the performance of the Rainbow Basket, income distributions, distribution date, NAV per Unit and payment date of the income distributions after each Observation Date. The performance of the Rainbow Basket will be made available in our website at <u>www.tainvest.com.my</u> and annual reports of the Fund.

#### iii. What is a notional amount?

The notional amount is the amount as stated in a contract entered into by the counterparty of the Derivatives and the Manager and/or the Trustee, as the case may be, on behalf of the Fund for the investment in the Derivatives. It is the basis for calculating the potential income distribution of the Fund. At all times, the notional amount is equivalent to the total asset of the Fund as at the Commencement Date plus total sales charge imposed on the subscription of Units during the Offer Period unless the Manager received any redemption request from Unit Holders.

#### iv. Payout of the Rainbow Basket

#### Assumption:

Notional amount = RM100,000,000

Amount invested by Unit Holder (including sales charge) = RM100,000

Conversion Factor = USDMYRT / USDMYRSTART

USDMYR<sub>START</sub> = 4.18

#### Indicative terms for Rainbow Basket

Performance (i, T) = For each Underlying Asset (i), [(Average Quarterly Price Level (i, T) / Average Strike Level (I, T)) - 1] x 100% Where:

Average Quarterly Price Level(T) =  $\frac{Price_{T} + Price_{T-3m} + Price_{T-6m} + Price_{T-9m}}{4}$ 

Average Strike Level = 
$$\frac{Price_t + Price_{t+1m} + Price_{t+2m}}{3}$$

t= Commencement Date

T = 1,2,3, which is the anniversaries date commencing from the Commencement Date

Weight (i) =

Rainbow Basket	Ratio of the Weightage
1 <sup>st</sup> Best Performing Underlying Asset	45%
2 <sup>nd</sup> Best Performing Underlying Asset	30%
3 <sup>rd</sup> Best Performing Underlying Asset	25%

Participation Rate = 100%

Payout(T)=

$$\frac{Participation Rate}{T} x Conversion Factor (T) x Max \left[0, \sum_{i=1}^{3} (Weight(i) x Performance(i, T))\right]$$

Investment Return Amount received by Unit Holder(T) = Payout(T) x Amount invested by Unit Holder

Below are the illustrations on how the Conversion Factor (T) is computed:

Year (T)		USDMYRT	Conversion Factor (T)
1	4.18	4.19	= 4.19 / 4.18
			= 1.0024
2	4.18	4.18	= 4.18 / 4.18
			= 1.0000
3	4.18	4.12	= 4.12 / 4.18
			= 0.9856

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

Note:

The Derivatives is denominated in USD, as such the payout from the Rainbow Basket will be subjected to Conversion Factor. This means, if USD weakens compared to MYR, the investor will only suffer foreign exchange losses on the payout of the Rainbow Basket. Whereas if the USD strengthens against the MYR, investor will only enjoy foreign exchange gains on the payout of the Rainbow Basket.

## Prospectus in respect of the TA Rainbow Income Fund 12

Scenario 1						
Underlying Assets	Average Quarterly Price Level (T)	Average Strike Level	Performance (T)	Weight (i)	Weight (i) x Performance (T)	Payout (T) before Conversion Factor
А	441.93	435.36	1.51%	25%	0.38%	
В	145.63	142.54	2.17%	30%	0.65%	
С	175.78	165.46	6.24%	45%	2.81%	
T=1					3.84%	3.84%
А	421.08	435.36	-3.28%	25%	-0.82%	
В	148.32	142.54	4.06%	30%	1.22%	
С	184.64	165.46	11.59%	45%	5.22%	
T=2					5.62%	2.81%
А	458.58	435.36	5.33%	25%	1.33%	
В	159.51	142.54	11.91%	30%	3.57%	
С	190.42	165.46	15.08%	45%	6.79%	
T=3					11.69%	3.90%

	Year 1	Year 2	Year 3
Payout (before Conversion	3.84% / 1	5.62% / 2	11.69% / 3
Factor = a)	= 3.84%	= 2.81%	= 3.90%
Total payout received for the	(3.84% x 1.0024) +	(2.81% x 1.0000) + (3.	.90% x 0.9856)
Tenure of the Fund [b = a x	= 3.84%+2.81%+3.8	84%	
Conversion Factor (T)]	= 10.49%		
Total investment return amount	RM 3,840,000.00 +	RM 2,810,000.00 + RI	M 3,840,000.00
received for the Tenure of the	= RM 10,490,000.0	0	
Fund			
(c = notional amount x b)			
Total investment return amount	RM 3,840.00 + RM	2,810.00 + RM 3,840.0	00
received by Unit Holder for the	= RM 10,490.00		
Tenure of the Fund (d = amount			
invested by Unit Holder x b)			

Scenario 2

Underlying Assets	Average Quarterly Price Level (T)	Average Strike Level	Performance (T)	Weight (i)	Weight (i) x Performance (T)	Payout (T) before Conversion Factor
A	446.83	452.67	-1.29%	25%	-0.32%	
В	145.30	140.37	3.51%	45%	1.58%	
С	167.56	167.18	0.23%	30%	0.07%	
T=1					1.33%	1.33%
А	441.93	452.67	-2.37%	25%	-0.59%	
В	145.63	140.37	3.74%	30%	1.12%	
С	175.78	167.18	5.14%	45%	2.31%	
T=2					2.84%	1.42%
А	421.08	452.67	-6.98%	25%	-1.74%	
В	148.32	140.37	5.66%	30%	1.70%	
С	184.64	167.18	10.45%	45%	4.70%	
T=3					4.66%	1.55%

	Year 1	Year 2	Year 3
Payout (before Conversion	1.33%	2.84% / 2	4.66% / 3
Factor = a)		= 1.42%	= 1.55%
Total payout received for the	(1.33% x 1.0024) +	(1.42% x 1.0000) + (1.	.55% x 0.9856)
Tenure of the Fund [b = a x	= 1.33% + 1.42% +	1.53%	
Conversion Factor (T)]	= 4.28%		
Total investment return amount	RM 1,330,000.00 + RM 1,420,000.00 + RM 1,530,000.00		
received for the Tenure of the	= RM 4,280,000.00		
Fund			
(c = notional amount x b)			
Total investment return amount	RM 1,330.00 + RM	1,420.00 + RM 1,530.0	00
received by Unit Holder for the	= RM 4,280.00		
Tenure of the Fund (d = amount			
invested by Unit Holder x b)			

#### Scenario 3

Underlying Assets	Average Quarterly Price Level (T)	Average Strike Level	Performance (T)	Weight (i)	Weight (i) x Performance (T)	Payout (T) before Conversion Factor
А	405.03	390.64	3.68%	30%	1.10%	
В	121.61	121.90	-0.23%	25%	-0.06%	
С	156.28	150.62	3.76%	45%	1.69%	
T=1					2.73%	2.73%
А	371.28	390.64	-4.96%	25%	-1.24%	
В	123.43	121.90	1.26%	45%	0.57%	
С	150.96	150.62	0.22%	30%	0.07%	
T=2					-0.60%	0.00%
А	329.56	390.64	-15.64%	25%	-3.91%	
В	120.17	121.90	-1.42%	45%	-0.64%	
С	140.53	150.62	-6.70%	30%	-2.01%	
T=3					-6.56%	0.00%

	Year 1	Year 2	Year 3
Payout (before Conversion	2.73% / 1	0.00%	0.00%
Factor = a)	=2.73%		
Total payout received for the	(2.73% x 1.0024) +	0.00% + 0.00%	
Tenure of the Fund [b = a x	= 2.74% + 0.00% +	0.00%	
Conversion Factor (T)]	= 2.74%		
Total investment return amount	RM 2,740,000.00 +	RM0 + RM0	
received for the Tenure of the	= RM 2,740,000.00		
Fund			
(c = notional amount x b)			
Total investment return amount	RM 2,740.00 + RM	) + RM0	
received by Unit Holder for the	= RM 2,740.00		
Tenure of the Fund (d = amount			
invested by Unit Holder x b)			

#### Scenario 4

Underlying Assets	Average Quarterly Price Level (T)	Average Strike Level	Performance (T)	Weight (i)	Weight (i) x Performance (T)	Payout (T) before Conversion Factor
А	421.08	429.55	-1.97%	30%	-0.59%	
В	148.32	150.96	-1.75%	45%	-0.79%	

#### Prospectus in respect of the TA Rainbow Income Fund 12

С	184.64	191.36	-3.51%	25%	-0.88%	
T=1					-2.26%	0.00%
А	405.03	429.55	-5.71%	45%	-2.57%	
В	121.61	150.96	-19.44%	25%	-4.86%	
С	156.28	191.36	-18.33%	30%	-5.50%	
T=2					-12.93%	0.00%
А	371.28	429.55	-13.57%	45%	-6.10%	
В	123.43	150.96	-18.24%	30%	-5.47%	
С	150.96	191.36	-21.11%	25%	-5.28%	
T=3					-16.85%	0.00%

	Year 1	Year 2	Year 3
Payout (before Conversion	0.00%	0.00%	0.00%
Factor = a)			
Total payout received for the	0.00% + 0.00% + 0.	.00%	
Tenure of the Fund [b = a x	= 0.00%		
Conversion Factor (T)]			
Total investment return amount	RM0 + RM0+ RM0		
received for the Tenure of the	= RM0		
Fund			
(c = notional amount x b)			
Total investment return amount	RM0 + RM0 + RM0		
received by Unit Holder for the	= RM0		
Tenure of the Fund (d = amount			
invested by Unit Holder x b)			

Please note that the calculation set out above is for illustration purposes only. **This Fund is neither a capital guaranteed nor a capital protected fund.** The payout of the Rainbow Basket will be based on the performance of the Underlying Assets on the Observation Date. The Manager will declare income distribution, if any, based on the payout of the Rainbow Basket.

#### **IMPORTANT NOTES:**

- 1. The currency risk may affect the annual payout of the Rainbow Basket.
- 2. Although the Fund may invest in foreign Bonds, the Manager intends to enter into derivative contracts to fully hedge the foreign currency back to the Base Currency in order to mitigate the currency risk and minimize the impact on the capital preservation of the Fund. However, if the Fund is unable to fully hedge the foreign currency, investors may not be able to receive the full amount of capital invested.
- 3. The performance of the Underlying Assets only affects the annual payout of the Rainbow Basket and will not affect the capital preservation .
- 4. Investors may not be able to receive the full amount of capital invested if they redeem Units before the Maturity Date.

#### 1.10 Asset Allocation

- Minimum of 85% of the Fund's NAV in Fixed Income Instruments.
- Maximum of 10% of the Fund's NAV in Derivatives.
- Maximum of 5% of the Fund's NAV in deposits for liquidity purposes.

#### 1.11 Performance Benchmark

Maybank 12 months fixed deposit rate as at the Commencement Date of the Fund. (Available at www.maybank2u.com).

Please note that investors may also obtain information on the benchmark from the Manager upon request.

The risk profile of the Fund is different from the risk profile of the performance benchmark. There is no guarantee that the Fund will outperform the benchmark.

#### 1.12 Investor's Profile

The Fund is suitable for investors who:

- seek Medium Term investment horizon;
- have low to moderate risk profile; and
- seek capital preservation<sup>1</sup>.

#### 1.13 Distribution Policy

Subject to the availability of income, distribution will be made once a year.

#### 1.14 Mode of Distribution

Distribution declared will be paid to you by way of cash deposit to a bank account held in your own name.

#### 1.15 Permitted Investments

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

- a) Fixed Income Instruments;
- b) derivatives instruments including but not limited to options, warrants, futures contracts, forward contracts and swaps; and
- c) any other form of investments as may be permitted by the relevant regulatory authorities from time to time and in accordance to the Fund's objective.

#### 1.16 Investment Restrictions and Limits

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

- a) Transferable securities and money market instruments held by the Fund must be traded or dealt in or under the rules of an Eligible Market. Transferable securities that are not traded or dealt in or under the rules of an Eligible Market is permitted subject to paragraph (b).
- b) The aggregate value of the Fund's investments in transferable securities that are not traded or dealt in or under the rules of an Eligible Market must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the Fund's NAV in a single issuer.
- c) The value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 20% of the Fund's NAV ("single issuer limit"). In determining the single issuer limit, the value of the Fund's investments in instruments in paragraph (b) issued by the same issuer must be included in the calculation.
- d) The value of the Fund's placement in deposits with any single financial institution must not exceed 20% of the Fund's NAV.
- e) The counterparty of an OTC derivative must be a financial institution with a minimum long-term credit rating of investment grade (including gradation and subcategories) and subject to the

<sup>&</sup>lt;sup>1</sup>This Fund is neither a capital guaranteed nor a capital protected fund.

aggregate limit in this section, the maximum exposure of the Fund to a counterparty, calculated based on:

- (i) The exposure to a counterparty of an OTC derivative must be measured based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC derivative; or
- (ii) The total exposure to a single counterparty is calculated by summing the exposure arising from all OTC derivative transactions entered into with the same counterparty must not exceed 10% of the Fund's NAV.
- f) The aggregate value of the Fund's investments in, or exposure to a single issuer through transferable securities, money market instruments, deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Fund's NAV ("single issuer aggregate limit"). In determining the single issuer aggregate limit, the value of the Fund's investments in instruments in paragraph (b) issued by the same issuer must be included in the calculation.
- g) The single issuer limit in paragraph (c) may be increased to 30% if the debt security is rated by any Malaysian or global rating agency to have the highest long-term credit rating.
- h) Where the single issuer limit is increased to 30% pursuant to paragraph (g), the single issuer aggregate limit of 25% in paragraph (g) may be raised to 30% of the Fund's NAV.
- i) The value of the Fund's investments in transferable securities and money market instruments issued by any group of companies must not exceed 30% of the Fund's NAV ("group limit"). In determining the group limit, the value of the Fund's investments in instruments in paragraph (b) issued by the issuers within the same group of companies must be included in the calculation.
- j) Where the debt securities or money market instruments are issued, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency, the Manager may apply the limits in paragraphs (k) and (l).
- k) The single issuer limit in paragraph (c) may be raised to 35% of the fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency.
- Where the single issuer limit is increased to 35% of the fund's NAV, the single issuer aggregate limit in paragraph (f) may be raised, subject to the group limit in paragraph (i) not exceeding 35% of the Fund's NAV.
- m) The single financial institution limit in paragraph (d) does not apply to placements of deposits arising from:
  - (i) Subscription monies received prior to the commencement of investment by the Fund;
  - (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.
- n) The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size.
- o) The Fund's investments in debt securities must not exceed 20% of the debt securities issued by a single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition the gross amount of debt securities in issue cannot be determined.

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

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

(d) downgrade in or cessation of a credit rating,

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

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

#### 1.17 Risk Factors

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

While we believe that the investment policy will be effective and that investment in unit trust funds may be rewarding, you should be aware that there are risks associated with their 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 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.

#### 1.17.2 Specific Risks associated with the investment portfolio of the Fund

Below are some of the **specific risks** when investing in the Fund; these may include but are not limited to:

#### a) Credit and Default Risk

Credit risk relates to the creditworthiness of the issuers of the Fixed Income Instruments and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the Fixed Income Instruments. In the case of rated Bonds, this may lead to a credit downgrade. Default risk relates to the risk that an issuer of the Fixed Income Instruments either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the Fixed Income Instruments. This could adversely affect the value of the Fixed Income Instruments. This could adversely affect the value of the Fixed Income Instruments are rated by any global or domestic rating agency to be of the best quality and offer highest safety for timely payment of interest and principal, such single issuer limit may be increased to 30% of the Fund's NAV. Investors are advised that despite any effort by the Manager in the selection of Fixed Income Instruments, the Fund's investments in Fixed Income Instruments are still subject to the credit and default risk of the issuers of the Fixed Income Instruments. As a result of this risk, the Fund's capital is neither guaranteed nor protected.

#### b) Currency Risk

As the investments of the Fund in Derivatives may be denominated in currencies other than the Base Currency, any fluctuation in the exchange rate between the Base Currency and the currencies in which the investments are denominated may have an impact on the NAV and annual payout of the Fund. Investors should be aware that if the currencies in which the investments are denominated depreciate against the Base Currency, this will have an adverse effect on the NAV and annual payout of the Fund in the Base Currency and vice versa.

Due to the investment in foreign Bonds may be denominated in currencies other than the Base Currency, the investment in foreign Bonds may also subject to the currency risk. However, the Fund may enter into derivative instruments such as foreign exchange forward contracts and swaps as part of the hedging strategy to mitigate the foreign currency risk for the investment in foreign Bonds. The foreign currency may not be perfectly hedged, there is no guarantee that it will be possible to remove all foreign currency exposures. Hence, if the Fund is unable to fully hedge the foreign currency and the hedging strategy does not meet its intended objective, this may have an adverse impact on the NAV of the Fund and investors may not be able to receive the full amount of capital invested.

#### c) Interest Rate Risk

Interest rate risk refers to the impact of interest rate changes on the valuation of Bonds. When interest rates rise, prices generally decline and this may lower the market value of the Bonds. The reverse may apply when interest rates fall. In order to mitigate interest rate risk, the Manager will manage the Bonds to match (i.e.: 3 years) or be similar (i.e.: shorter than 3 years) to the Tenure of the Fund.

For investment in deposits and money market instruments, the rise or fall of interest rates will not affect the value of the Fund if such investments are placed and held until the maturity date of the deposits and money market instruments. However, if the Fund rollovers the investment in deposits and money market

instruments with lower interest rate, the Fund may be subject to interest rate risk which may affect the capital preservation at the Maturity Date.

#### d) Liquidity Risk

Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund will be negatively affected when it has to sell such assets at unfavourable prices. To mitigate the liquidity risk, the Manager will invest in Bonds which are rated at least "A" by RAM or its equivalent rating by other domestic rating agencies and/or any global rating agencies. In the event the Bonds may not be able to be liquidated within a specific period of time, or may be sold below their valuation due to insufficient liquidity in the markets for the purposes of meeting redemption request or unwinding due to downgrade of credit rating, where applicable, this will negatively impact the NAV of the Fund and the investments of the Unit Holders.

#### e) Country Risk

The Fund may be affected by risks specific to the countries in which it invests in. Such risks may be caused by but not limited to changes in the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of the countries in which the Fund invests in. This may impact the prices of the Fund's investments in those countries and consequently may also adversely affect the Fund's NAV.

#### f) Derivatives Risk

The use of Derivatives is to gain exposure to the performance of the Rainbow Basket which will provide income (if any) to Unit Holders on each Observation Date. For instance, the Fund may receive potential payouts if the Underlying Assets is above the Average Strike Level during the Observation Date. If the performance of the Rainbow Basket is less than or equal to 0%, Unit Holders will not receive any income distribution on that Observation Date.

The NAV of the Fund will be impacted by the valuation of the Derivatives. Factors that may impact the valuation of the Derivatives include, but are not limited to, price movement of the Underlying Assets, volatility of the Underlying Assets, interest rate levels and the correlation of the Underlying Assets. Any change in the aforesaid factors would either positively or negatively impact the valuation of the Derivatives hence impacting the NAV of the Fund. As such, the Fund's NAV will be exposed to potential price volatility, which will be dependent on the valuation of the Derivatives that the Fund is invested in. If Unit Holders redeem Units prior to the Maturity Date, the Manager will be forced to unwind an equivalent amount of the Derivatives based on marked-to-market price and in such situation, the Derivatives may be disposed of at a loss which may adversely affect the value of the investments by the Unit Holders.

#### g) Counterparty Risk

The Fund will be exposed to credit risk of the counterparties for investments in Derivatives. Any default by the counterparty would affect the NAV of the Fund. In mitigating this risk, the Manager will carry out a stringent selection process on the counterparty prior to undertaking investment Derivatives. The Fund will only invest in the Derivatives that are issued by counterparty with a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency. This will also ensure that the Fund is able to meet its payment and delivery obligations incurred under transactions in derivative with 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.

#### 1.17.3 Risk Mitigation

Risk management is one of the core processes in managing the Fund. It is essential to identify possible risks arising due to uncertainty and manage it accordingly with risk management strategies. The risk management strategies undertaken by the Fund for Fixed Income Instruments and Derivatives encompasses the following:-

#### i. Fixed Income Instruments

#### a. <u>Deposits / money market instruments</u>

To reduce single issuing party exposure, the Fund will diversify the investments by holding a basket of deposits/money market instruments issued by Malaysian financial institutions where the value of the Fund's investments issued by any single issuer must not exceed 20% of the Fund's NAV. The issuer of deposits / money market instruments that are purchased shall have a minimum rating of "A" by RAM or equivalent.

#### b. Bonds

To reduce single issuing party exposure, the Fund will diversify the investments where the value of the Fund's investments issued by any single issuer must not exceed 20% of the Fund's NAV. The Bonds that are purchased shall have a minimum rating of "A" by RAM or its equivalent rating by other domestic rating agencies and/or any global rating agencies. The Bonds are purchased with the objective of holding until maturity (passive). The Bonds may only be restructured when the Bonds purchased are at risk to ensure capital preservation.

The following may lead to a potential restructuring of the Bonds:

- i. The Bonds are put on rating watch by rating agencies with possible downgrading due to various reasons;
- ii. The issuer of Bonds exhibits a dwindling business growth potential and profitability; or
- iii. The issuer of Bonds exhibits a worsening financial performance with increasing trends of bad debts provision and trade and other receivables.

However, if any of the Bonds have been downgraded to "BBB" by RAM or its equivalent rating by other domestic rating agencies and/or any global rating agencies but remain as "investment grade" by definition from the international rating agencies, the Manager may continue to hold the downgraded Bonds up to the maturity date of the Bonds so long as the Manager remains comfortable with the default risk after conducting credit assessment by taking into consideration of both quantitative and qualitative factors and concluded that the probability of default is low.

#### ii. Derivatives

To mitigate the counterparty risk, we engage a stringent credit selection process on the counterparties by conducting credit risk management process whereby such risk arises when the counterparty is not able to meet its contractual obligations. It is also important to note that an event of downgrade does not constitute a default. In the event if the downgrade in the rating of the counterparty may lead to high credit risk, or where there is material adverse change to the counterparty, the Manager may consider unwinding the Derivatives to mitigate potential losses that may arise.

The Manager uses commitment approach to calculate the Fund's global exposure relating to the Derivatives. The commitment approach undertaken by the Manager is to ensure that the Fund's global exposure to the Derivatives will not exceed the total NAV of the Fund. Under the commitment approach, each Derivatives position is in principle converted into the market value of the equivalent position in the underlying asset or by the notional value of that Derivatives.

As the Fund is a passive strategy fund, the Manager may not unwind any investments which have been entered into at the Commencement Date except to facilitate for redemption request and/or to rectify any breach based on the Guidelines.

The overall risk management strategies for the Fund are as follows:

- 1. monitoring market and economic conditions;
- 2. monitoring adherence to the Fund's investment objective and investment restrictions and limits;
- 3. monitoring the performance of the Fund;
- 4. monitoring the Bonds' ratings and taking precautionary steps if the Bonds are downgraded;
- 5. maintains reasonable levels of liquidity to meet any redemption request during the Tenure of the Fund. The Manager does not expect high redemption request during the Tenure of the Fund as this is a buy and hold strategy. However, the Manager will monitor the overall liquidity profile and ensure it maintains at a healthy level to meet redemption request prior to the Maturity Date.
- 6. monitoring the Derivatives transaction; and
- 7. escalating and reporting investment matters to the investment teams, senior management team, audit and compliance committee and board of directors of the Manager.

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 AND CHARGES" SECTION COMMENCING ON PAGE 22.

# CHAPTER 2: FEES, CHARGES AND EXPENSES

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

#### 2.1 Sales Charge

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

Distribution Channel	Sales Charge per Unit (% of the Offer Price)
Imposed by IUTAs	3.00%
Imposed by Unit Trust Consultants	3.00%
Imposed by the Manager	3.00%

#### Notes:

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

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

#### 2.2 Redemption Charge

3.00% of the NAV per Unit on any redemption of Units made at any point of time before the Maturity Date. The redemption charge will be credited back into the Fund's account for the benefit of the remaining Unit Holders of the Fund.

#### Note:

All redemption charge is to be rounded to two (2) decimal points.

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

#### 2.3 Transfer Fee

RM5.00 for each transfer.

#### Note:

The Manager reserves the right to waive and/or reduce the transfer fee from time to time at its absolute discretion.

#### 2.4 Switching Fee

No switching is allowed for the Fund. As such, switching fee is not applicable to the Fund.

#### 2.5 Other Charges

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

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

#### 2.6 Annual Management Fee

There is no annual management fee imposed for the Fund.

#### 2.7 Annual Trustee Fee

Up to 0.04% per annum of the NAV of the Fund subject to a minimum of RM6,000 per annum calculated and accrued daily (excluding foreign custodian fees and charges) and is to be charged to the Fund by the Trustee.

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

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

#### 2.8 Other Expenses

These include the following:

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

#### 2.9 Policy on Rebates and Soft Commissions

The Trustee 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:

- (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.

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

# **CHAPTER 3: TRANSACTION INFORMATION**

#### 3.1 Sale and Purchase of Units

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

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

The NAV of the Fund is calculated on a weekly basis.

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

Fixed Income Instruments	RM	92,070,000.00000000
Derivatives	RM	5,850,000.00000000
Deposits	RM	625,504.50000000
Total Assets	RM	98,545,504.50000000
Less liabilities	RM	1,048,000.00000000
NAV before deducting Trustee fee for the day	RM	97,497,504.50000000
Less Trustee fee for the day (0.04% per annum) (0.04% xRM97,497,504.50) ÷ 365)	RM	106.84658027
NAV after deducting Trustee fee	RM	97,497,397.65341970
Units in circulation		97,500,000.00000000
NAV per Unit	RM	0.99997331
NAV per Unit (rounded to four (4) decimal places)	RM	1.0000

Please note that the calculation set out above is for illustration purposes only. For the purpose of calculating the fees and charges, the calculation of such fees and charges will be based on the NAV per Unit that has not been rounded up.

#### 3.2 Pricing of Units

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

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

#### Example:

#### Making an investment

Illustration: Determining the Investment	t Amount & Unite Entitlement
mustration. Determining the investment	

Assuming an investor decided to invest RM10,000 in the Fund during the Offer Period. The Offer Price is RM1.0000 and the sales charge is 3.00% of the Offer Price. 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 / RM1.0000)		10,000
Add: sales charge 3.00% of investment amount (3.00% x RM10,000)	RM	300.00

Amount payable by investor	RM	10,300.00
		,

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

#### Redeeming an investment

Investors may redeem their investment on every Thursday by submitting a complete transaction form to the Manager on any Business Day. The redemption application will be processed on a weekly 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 10,000		10,000.00	
If, for example, the NAV per Unit calculated at the next valuation point is RM0.9909, the redemption value, would be:			
Multiply by NAV per Unit	RM	0.9909	
Redemption value	RM	9,909	
Less: redemption charge 3.00% of redemption value (3.00% x RM9,909)	RM	(297.27)	
Net amount payable to investor	RM	9611.73	

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 unless the total impact on a Unit Holder's account is less than RM10.00 in absolute amount. 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 pricing in relation to the redemption of Units, the Manager shall reimburse the Fund; and
- (b) if there is an under valuation and pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

#### Policy on rounding adjustment

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

#### 3.3 Sale of Units

The Fund is open for subscription during the Offer Period only.

The minimum initial investment is RM1,000 or such other lower amount as we may from time to time decide.

Additional investments can be made during the Offer Period with a minimum of RM1,000 or such other lower amount as we may from time to time decide.

Application for Units must be submitted by completing the account opening form, which is available at our head office and business centres. Please refer to Chapter 11, List of TA Investment Management Berhad's office, IUTAs and authorised distributors for details.

The completed documents, together with the proof of payment must be attached. Bank charges, where relevant will be borne by investors. The validity of the transaction is subject to clearance of the payment made to us.

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

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

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

PLEASE BE ADVISED THAT IF AN INVESTOR INVESTS IN UNITS THROUGH AN IUTA WHICH ADOPTS THE NOMINEE SYSTEM OF OWNERSHIP, THE INVESTOR WOULD NOT BE CONSIDERED TO BE A UNIT HOLDER UNDER THE DEED AS THE INVESTOR'S NAME WILL NOT APPEAR IN THE REGISTER OF UNIT HOLDERS. THE INVESTOR MAY CONSEQUENTLY NOT HAVE ALL THE RIGHTS ORDINARILY EXERCISABLE BY A UNIT HOLDER (FOR EXAMPLE, THE RIGHT TO CALL FOR A UNIT HOLDERS' MEETING AND TO VOTE THEREAT).

#### 3.4 Redemption of Units

Redemption must be submitted by completing the transaction form available at our head office and business centres or by sending written instructions to any of our offices. The minimum redemption of Units of the Fund is 1,000 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 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.

As the Fund is a close-ended fund with buy and hold investment strategy, the Fund will only be valued on a weekly basis, i.e. every Thursday and the weekly prices of the Fund will be published on every Friday. The Fund's Unit prices are available on our website <u>www.tainvest.com.my</u> or from our head office or any of our business centres listed in Chapter 11, List of TA Investment Management Berhad's office, IUTAs and authorised distributors. The Fund's valuation point for every Thursday will be based on end-of-day price (i.e. Thursday). If Thursday is not a Business Day, the valuation point will be the following Business Day, i.e. Friday, in this case.

Any valid redemption request received by our head office or any of our business centres on every Thursday before 11.00 a.m. will be processed based on the NAV per Unit calculated for the valuation point (i.e. Thursday) of the same week. A redemption request received after 11.00 a.m. will be deemed to have been received on the Thursday of the following week. However, if the Thursday is not a Business Day, Unit Holders may submit a redemption request on a Business Day before Thursday (i.e. Wednesday).

Redemption proceeds will be paid to you within seven (7) Business Days from the date we received your redemption request. Payment of redemption proceeds shall be based on the selected payment method stated in the transaction form received by our head office. In case of jointholders, we will process the redemption request based on the operating instruction stated in the account opening form when you first invested in the Fund. For avoidance of doubt, all redemption proceeds will be made payable to the principal applicant by default, unless there is a request by the principal applicant that the redemption proceeds be made payable to the joint applicant. We reserve the right to vary the terms and conditions of redemption payment from time to time.

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

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

#### Payment of investment proceeds on the Maturity Date

Investment proceeds shall be paid to Unit Holders within two (2) months from the Maturity Date.

#### 3.5 Cooling-off Policy

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

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

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

- (a) the Offer Price; and
- (b) the sales charge per Unit originally imposed on the day the Units were purchased.

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

#### 3.6 Minimum Holdings

The minimum holdings of Units of the Fund is 1,000 Units or such other lesser number of Units as we may from time to time decide.

#### 3.7 Policy on Gearing

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

- (i) The Fund's cash borrowing is only on a temporary basis and that 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.

#### 3.8 Transfer of Units

Unit Holders may transfer all or part of their Units to another person by completing a transfer form signed by both the transferor and transferee in the presence of a witness. The minimum transfer of Units of the Fund is 1,000 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 balance of 1,000 Units 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.

The transfer will be subject to a transfer fee as prescribed in Section 2.3, Transfer Fee.

#### 3.9 Switching Facility

Not available for the Fund.

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

#### 3.10.1 Valuation of the Fund

The Fund will be valued on a weekly basis based on end-of-day price (i.e. every Thursday). If Thursday is not a Business Day, the valuation point will be the following Business Day, Friday.

Unit Holders may obtain the latest price of the Fund from our website.

Please refer to Chapter 11, List of TA Investment Management Berhad's office for contact details.

Investment Instruments	Valuation Basis
Deposits	For deposits placed with financial institution, valuation will be performed by reference to the principal value provided by the financial institution that issues or provides such investments including interests accrued thereon for the relevant period, if any.

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

Investment Instruments	Valuation Basis
Money market instruments	Investments in money market instruments are valued at book cost, meaning cost of acquisition plus accretion of discount on yield to maturity method.
	For zero negotiable instruments of deposit, valuation will be done using the indicative price quoted by the financial institution that issues or provides such instruments.
	For investments in commercial papers, valuation will be performed by reference to the price quoted by a Bond Pricing Agency ("BPA") registered by the Securities Commission. Foreign commercial papers will be valued based on fair value by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions.
Bonds	<ul> <li>Listed Bonds will be valued based on market price. However, if:</li> <li>(a) a valuation based on the market price does not represent the fair value of the Bonds, for example during abnormal market conditions; or</li> </ul>
	<ul> <li>(b) no market price is available, including if a suspension in the quotation of the Bonds for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee,</li> </ul>
	then the Bonds would be valued at fair value, as determined in good faith by us based on the methods or bases approved by the Trustee after appropriate technical consultation.
	Unlisted Bonds denominated in RM will be valued based on the price quoted by BPA registered by the Securities Commission.
	Other unlisted Bonds will be valued based on fair value by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions.
	In a case where we are of the view that the price quoted by BPA or the average indicative price quoted by three (3) independent and reputable financial institutions for a specific bond differs from our view of the market price by more than twenty (20) basis points, we may use the market price of our view, provided that we record our basis for using such price, obtain the necessary internal approvals to use such price and keep an audit trail of all decisions and basis of adopting such price.
Derivatives	Fair value as determined in good faith by the Manager, on methods or bases which will have to be verified by the auditor of the Fund and approved by the Trustee.
Any other instruments	Fair value as determined in good faith by us, on methods or bases which will have to be verified by the auditor of the Fund and approved by the Trustee.
Foreign exchange rate conversion	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 4.00 p.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.

#### 3.11 Payment Method

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

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

Any of the above instruments drawn on a bank in Malaysia may be used to make payment for your investment. The name to which the payment is to be made is "TAIM CLIENTS' 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. The details are as follows:

Account Number	Account Name
5143 5640 0987	TAIM CLIENTS' TRUST A/C - COLLECTION

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

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

Transaction	Documents Required	Minimum Amounts	Documents to be received by investors
Initial Investment	<ul> <li>Individual Investor(s):</li> <li>Account opening form (required if you are a new applicant);</li> <li>Investment form;</li> <li>Investor suitability assessment form;</li> <li>FATCA form;</li> <li>CRS self-certification form - Individual (apart from first applicant, joint applicant, if any, is also required to complete the said form);</li> <li>Copy of NRIC / passport;</li> <li>For applicants below 18 years of age (joint holder), copy of identity card or birth certificate is required;</li> <li>Proof of payment; and</li> <li>Copy of bank statement.</li> </ul> Corporate Investor(s): <ul> <li>Account opening form;</li> <li>Investment form;</li> <li>CRS self-certification form – entity;</li> <li>CRS self-certification form – controlling person;</li> <li>A certified true copy of the certificate of incorporation; memorandum and article of association or constitution; form 24 or return for the allotment of shares under section 78 of the Companies Act 2016, form 44 or notice under section 46 of the Companies Act 2016 and form 49 or notice under section 58 of the Companies Act 2016; board resolution with list of authorised signatories and company seal (if applicable); <ul> <li>The latest audited financial statement;</li> <li>Certified true copy of NRIC or passport or other form of identification of directors;</li> </ul></li></ul>	RM1,000	<ul> <li>Successful applicants will be issued a transaction advice slip</li> <li>Unsuccessful applicants will be notified &amp; application money will be refunded within thirty (30) days of receipt of the application</li> </ul>

	<ul> <li>Proof of payment; and Copy of bank statement.</li> </ul>		
Additional Investments	<ul> <li>Individual Investor(s):</li> <li>Investment form;</li> <li>Investor suitability assessment form, if any;</li> <li>Proof of payment; and</li> <li>Copy of bank statement.</li> </ul> Corporate Investor(s): <ul> <li>Investment form;</li> <li>A certified true copy of board resolution with list of authorised signatories and company seal (if applicable);</li> <li>Proof of payment; and</li> <li>Copy of bank statement.</li> </ul>	RM1,000	<ul> <li>Successful applicants will be issued a transaction advice slip</li> <li>Unsuccessful applicants will be notified &amp; application money will be refunded within thirty (30) days of receipt of the application</li> </ul>
Redemption (Sell)	<ul> <li>Transaction form; OR</li> <li>Written instructions clearly stating account number, Fund's name and number of Units to be redeem and payment instruction;</li> <li>Copy of NRIC (if applicable); and</li> <li>Copy of bank statement.</li> </ul>	1,000 Units	Transfer payment via Interbank Giro (IBG)• Transaction advice slip• Transaction advise slip; and• Redemption cheque or deposited cheque slip
Switching	Not applicable	Not applicable	Not applicable
Transfer	<ul> <li>Individual Investor(s):</li> <li>Transaction form; and</li> <li>Copy of NRIC / passport;</li> <li>If the transferee is new account holder:- <ul> <li>Account opening form;</li> <li>FATCA form;</li> <li>Investor suitability assessment form;</li> <li>CRS self-certification form - individual (apart from</li> <li>first applicant, joint holder, if any is also required to complete the said form);</li> <li>Copy of NRIC / passport.</li> </ul> </li> </ul>	1,000 Units	Transaction advice slip
	<ul> <li>Corporate Investor(s):</li> <li>Account opening form;</li> <li>CRS self-certification form – entity;</li> <li>CRS self-certification form – controlling person;</li> <li>A certified true copy of the certificate of incorporation; memorandum and article of association or constitution; form 24 or return for the allotment of shares under section 78 of the Companies Act 2016, form 44 or notice under section 46 of the Companies Act 2016 and form 49 or notice under section 58 of the Companies Act 2016; board resolution with list of</li> </ul>		

	<ul> <li>authorised signatories and company seal (if applicable);</li> <li>The latest audited financial statement;</li> <li>➢ Certified true copy of NRIC or passport or other form of identification of directors;</li> </ul>		
Cooling-Off	<ul> <li>Cooling-off period form; OR</li> <li>Written instructions clearly stating your intention to cool off the transaction, the value of investment, Fund's name and payment instruction.</li> </ul>	Not applicable	<ul> <li>Transaction advice slip</li> <li>Payment for cooling-off</li> </ul>

There are no restrictions as to the frequency of redemption to be made on the Fund managed by us.

### Note:

In the case of a partial redemption of Units, the minimum balance that must be retained in the Fund is 1,000 Units. If the number of Units drops below the minimum balance 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 holdings, either generally (for all investors) or specifically (for any particular investor, a group of investors or investments made via any digital platform) without prior notice to you.

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

# CHAPTER 4: THE MANAGEMENT COMPANY

### 4.1 Background Information

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

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

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

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

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

### 4.3 Board of Directors

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

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

### 4.4 Investment Team

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

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

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

Mr. Lam Chee Mun, is the investment manager for TAIM. He holds a Bachelor of Business (BBBA) Degree from RMIT University, Australia. His responsibilities cover fixed income credit evaluation and regional equity investment research. He works closely with the investment team on fixed income, money market and equity investment of TAIM's funds. He is also involved in structured products and fund of

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

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

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

### Mr. Wong Shyh Yik, Fund Manager of TAIM

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

### 4.5 Material Litigation

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

Further information on the Manager, key personnel of the Manager, the board of directors' profile, management team, investment team and etc. can be obtained from the Manager's website at <u>www.tainvest.com.my</u>.

# CHAPTER 5: TRUSTEE

### 5.1 About CIMB Commerce Trustee Berhad

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

### 5.2 Experience as Trustee to Unit Trust Funds

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

### 5.3 Roles, Duties and Responsibilities of the Trustee

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

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

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

### 5.4 Trustee's Delegate (Custodian)

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

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

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

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

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

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

### 6.1 Rights and Liabilities of the Unit Holders

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

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

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

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

### **Liabilities of the Unit Holders**

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

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

### Note:

Please be advised that if an investor invests in Units through an IUTA which adopts the nominee system of ownership, the investor would not be considered to be a Unit Holder under the Deed and the investor may consequently not have all the rights ordinarily exercisable by a Unit Holder (for example, the right to call for a Unit Holders' meeting and to vote thereat and the right to have the investor's particulars appearing in the register of Unit Holders of the Fund).

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

### Sales charge

5.00% of the Offer Price

Redemption Charge

5.00% of the NAV per Unit of the Fund

### Annual management fee

2.00% per annum of the NAV of the Fund

### Annual trustee fee

0.04% per annum of the NAV of the Fund, subject to a minimum of RM6,000 per annum (excluding foreign custodian fees and charges).

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

### Sales Charge

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

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

### **Redemption Charge**

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

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

### Annual Management Fee

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

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

### **Annual Trustee Fee**

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

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

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

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

### 6.5 Permitted Expenses payable out of the Fund

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

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by the auditors of the Fund;
- (d) fees incurred for the valuation of any investment of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the person(s) or committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;

- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to subcustodians taking into custody any foreign assets of the Fund;
- (q) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and lodgment of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law;
- (r) fees in relation to fund accounting; and
- (s) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (r) above.

### 6.6 The Manager's Right to Retire

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

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

### 6.7 Removal and Replacement of the Manager

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

- (a) the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of Unit Holders for the Trustee to do so after the Trustee has given notice to the Manager of 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;
- (b) unless expressly directed otherwise by the relevant authorities, if the Manager is in breach of any of its obligations or duties under the Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business;

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

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

### 6.8 Retirement of the Trustee

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

### 6.9 Removal and Replacement of the Trustee

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

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

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

### 6.10 Termination of the Fund

The Fund shall automatically terminate on the Maturity Date. For the avoidance of doubt, no Unit Holders' approval shall be required for the automatic termination of the Fund on the Maturity Date.

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

- The SC has withdrawn the authorization of the Fund pursuant to section 256E of the Act;
- A Special Resolution is passed at a meeting of Unit Holders to terminate or wind up the Fund, following occurrence of events stipulated under section 301(1) of the Act and the court has confirmed the resolution, as required under section 301(2) of the Act; and
- A Special Resolution is passed at a meeting of Unit Holders to terminate or wind up the Fund.

Notwithstanding the above, the Manager may, in its sole discretion and without having to obtain the prior approval of the Unit Holders, terminate and wind up the Fund if the termination of the Fund is in the best interest of Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund.

Upon the termination of the Fund, the Trustee shall:

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

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

In the event the Fund is terminated:

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

In any of the following events:

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

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

### 6.11 Unit Holders' Meeting

### Quorum required for a Unit Holders' Meeting

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

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

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

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

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

### Meeting convened by the Unit Holders

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

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

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

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

- (a) sending by post to each Unit Holder at his last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder's last known address at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders;
- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and
- (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

### Meeting convened by the Manager

Unless otherwise required or allowed by the relevant laws, the Manager may summon a meeting of Unit Holders for any purpose whatsoever by:

- (a) giving at least fourteen (14) days written notice of the meeting to Unit Holders; and
- (b) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

### Meeting convened by the Trustee

Where:

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

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

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

- (a) sending by post at least twenty-one (21) days before the date of the proposed meeting a notice of the proposed meeting to each of the Unit Holders at the Unit Holder's last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder's last known address; and
- (b) publishing at least twenty-one (21) days before the date of the proposed meeting an advertisement giving notice of the meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities.

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

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

# CHAPTER 7: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST

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

### Manager

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

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

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

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

### Advisers

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

### Trustee's declaration

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

# CHAPTER 8: TAX ADVISER'S LETTER



Telephone +60 (3) 7721 3388 KPMG Tax Services Sdn. Bhd. (Co. No. 96860-M) +60 (3) 7721 7288 Fax www.kpmg.com.my Level 10, KPMG Tower Website 8, First Avenue, Bandar Utama 47800 Petaling Jaya Selangor Darul Ehsan, Malaysia Private and Confidential Our Ref NBG/AZYY/NAS The Board of Directors TA Investment Management Berhad Contact 23rd Floor, Menara TA One 7598 / 7950 Ext 22. Jalan P. Ramlee

11 March 2022

50250 Kuala Lumpur

Dear Sirs

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

This letter has been prepared for inclusion in this Prospectus relating to TA Rainbow Income Fund 12 ("the Fund").

#### Taxation of the Fund

#### Income Tax

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

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

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

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

KPMG Tax Services Sdn. Bhd., a company incorporated under Malaysian law and a member firm of the KPMG global organization of independent member firms affiliated with KPMG international Limited, a private English company limited by guarantee.



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

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

- securities or bonds issued or guaranteed by the Government; or
- debentures or sukuk, other than convertible loan stock, approved or
- authorized by, or lodged with, the Securities Commission; or Bon Simpanan Malaysia issued by the Central Bank of Malaysia.
- Tax deductions in respect of the Fund's expenses such as manager's remuneration, expenses on maintenance of register of unit holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage ("permitted expenses") are allowed based on a prescribed formula subject to a minimum of 10% and a maximum of 25% of the total permitted expenses.

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

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

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

# крмд

#### Real Property Gains Tax ("RPGT")

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

#### Sales Tax and Service Tax

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

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

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

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

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

#### Taxation of Unit Holders

#### Income Tax

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

# КРМС

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

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

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

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

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

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

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

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

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



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

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

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

#### Service Tax

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

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

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

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

Yours faithfully

Digitally signed by Neoh Beng Guan Date: 2022.03.10 15:58:13 +08'00'

Neoh Beng Guan Executive Director

KPMG Tax Services Sdn Bhd

# **CHAPTER 9: ADDITIONAL INFORMATION**

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

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

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

As for the Fund's daily NAV per Unit, it will be published on our website at <u>www.tainvest.com.my</u>. 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.

### 9.2 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 11 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, <u>www.tainvest.com.my</u>. There is no registration fee.

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

### 9.3 Anti-Money Laundering Policy

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

### 9.4 Deed(s)

Principal Deed	31 March 2022
Supplemental Deed(s)	Nil.

### 9.5 Financial Year End

30 June

### 9.6 Unclaimed Moneys Policy

Any moneys 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.

### 9.7 Consent Statement

The Trustee and the Trustee's delegate (custodian function) 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 tax adviser's letter in the form and context in which they appear in this Prospectus and has not withdrawn such consent.

## **CHAPTER 10: DOCUMENTS AVAILABLE FOR INSPECTION**

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

- a) The Deed and the supplemental deed(s) of the Fund (if any);
- b) 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;
- 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 11: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTIONAL UNIT TRUST ADVISERS AND AUTHORISED DISTRIBUTORS

### **Head Office**

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

Telephone number: 03 2031 6603 Facsimile number: 03 2031 4479 Toll Free: 1-800-38-7147 Email address: <u>investor.taim@ta.com.my</u> Website: <u>www.tainvest.com.my</u>

Miri Business Centre	Lot 1251, 1 <sup>st</sup> Floor, Centrepoint Commercial Centre (Phase 1) Jalan Melayu, 98000 Miri Sarawak Tel: 085-430 415
Kota Kinabalu Business Centre	Unit 4-1-02, 1 <sup>st</sup> Floor Block 4, Api-Api Centre Jalan Centre Point 88000 Kota Kinabalu, Sabah Tel: 088-268 023 Fax: 088-248 463
Kuching Business Centre	L204, 1 <sup>st</sup> Floor Jalan Tunku Abdul Rahman 93100 Kuching Sarawak Tel: 082-233 203 Fax: 082-232 203
Penang Business Centre	15-1-8, Bayan Point, Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801 Fax: 04-611 9805
Melaka Business Centre	57A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-288 2687
Ipoh Business Centre	29A, Jalan Niaga Simee, Arena Niaga Simee, 31400 Ipoh Perak Tel: 05-350 0399

### Institutional Unit Trust Advisers or Authorised Distributors

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

TA	TA INVESTMENT A MEMBER OF THE TA GROUP ACCOUNT OPENING FORM (Individual & Corporate)							
accompanied by the and understand the Highlights Sheet of	In accordance with the requirements of the Capital Markets and Services Act 2007, this Form should not be circulated unless accompanied by the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any). Investors are required to read and understand the contents in the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any) and Product Highlights Sheet of the Funds before completing this Form. Complete in <b>BLOCK LETTERS</b> , preferably in <b>BLACK INK</b> and tick (v/) where applicable.							
1. INDIVIDUA	AL – PRINCI	PAL APPLICANT						
Full Name (as in N	RIC/ Passport):					NRIC No:		
Data of Disti	Condon	Marital Chatra	Dava			Passport No:	Pas	sport expiry date:
Date of Birth (DD/MM/YYYY):	Gender Male Female	Marital Status Single Married Others:		utra 🗌 Chines	se		<i>,</i> , , , ,	cify Country/Citizenship below):
		it in foreign currency)		Occupation		• •		·
		500,000 🔲 RM500,00	01-RM1.0 Mil	Student			ecutive Management	Director Businessman
∐ ≥RM1.0 Mil ≤	RM3.0 Mil	⊇ RM3 Mil		Professio	nal Per	nsioner 🗌 Ot	hers (please specify):	
Annual Income	□ N/A □	Below RM72,000	RM72,001 to RM	1120,000 🗌	RM120,001 to	RM300,000	RM300,001 to RM600,000	RM600,001 and above
Source of Income	Busine	ss 🗌 Employment	Savings	🗌 Inherit	ance	Others (please sp	ecify)	
Religion 🗌 Islam	Christian [	Hindu Buddhist	Others:		Mother's Mai	iden Name:		
BUSINESS / E	MPLOYMENT	DETAILS - PRINC	IPAL APPLI	CANT				
Name of Company	/Employer:							
Nature of Business:     Designation:								
2. INDIVIDUA	AL – JOINT A	PPLICANT						
Full Name (as in N	RIC/ Passport):					NRIC No: Passport No:	Pas	sport expiry date:
Date of Birth	Gender	Marital Status	Race			Nationality	_	
(DD/MM/YYYY):	Male	Single Married	·	itra 🗌 Chines		Malaysian	]Non Malaysian (please spe	cify Country/Citizenship below):
	Female	Other:	🗌 Indian	Others		Country:	Citizen	ship:
		t in foreign currency)		Occupation	Non - E	vecutive 🗖 Eve		Director Businessman
$\square \ge RM100K \square$		500,000	JI-RMI.U MII		nal Per		hers (please specify):	
Annual Income	□ N/A □	Below RM72,000	RM72,001 to RM	1120,000	RM120,001 to	RM300,000	RM300,001 to RM600,000	RM600,001 and above
Source of Income	Busine	ss 🔲 Employment	Savings	🗌 Inherit	ance	Others (please sp	ecify)	
Religion 🗌 Isla	_	n 🗌 Hindu 🔲 Buddh		:	Relat	ionship with Princi	pal Applicant:	
Phone No: (House	)	Mobile N	lo:		Email:			
-		T DETAILS - JOIN	APPLICAN	т			-	
Name of Company	/Employer:						Nature of Business:	
Designation:			Phone No	: (Office)			Email:	
3. NON-INDI	/IDUAL (CO	IPANY / INSTITUT	TION / ASSO	CIATION /	ORGANIZ	ATION)		
Name of Company	/ Institution (as	per Certificate of Incorp	ooration):				Company Registration No	):
Beneficial Owner (if applicable):     NRIC No:       Passport No:     Passport expiry date:					port expiry date:			
Nature of Business:					Date of Incorporation (DD/MM/YYYY):			
Authorised Contact Person 1: Phone No:								
Authorised Contac	Authorised Contact Person 2:     Phone No:							
	rth (or equivaler	t in foreign currency)	Status				Source of Income	
☐ ≤RM100K ☐ RM100,001-RM	1500 000			ited in Malaysia	-	Controlled utra Controlled	Disposal of non-core b Fund raising exercises	usiness / assets / investments
RM500,001-RM				ited in Malaysia			Cash in hand / surplus	-
□ ≥RM1.0 Mil ≤	RM3.0 Mil		_	lease specify)	-			)
□ ≥ RM3 Mil	_ ≥ RM3 Mil							

	DRESS (INDIVIDUAL & NON-INDIV	-					
· · · · · · · · · · · · · · · · · · ·	select "one" of the address provided below dual) / Registered Office Address (Non-Individu	· · ·	respondence .	Address)			
		ur).				select if this is your Correspondence Address:	:
Postcode:	Town:			State:			
Phone No: (House)	Mobile No:		Email:				
Business/Office Address (Individua	al) / Place of Business (Non-Individual):					select if this is your Correspondence Address:	:
Postcode:	Town:		State:		Country:		
Phone No: (Office)	Fax No:		Email:				
No postal service available	ase indicate reason for using the address:						
5. INITIAL INVESTMENT	Fund Name	Classe(es)^		n Instruction	Sales	Investment Amount	
1.		of Unit	Reinvest	t / Payout	Charge%		
2.				Payout     Payout			+
3.			□ Reinvest	Payout			+
4.			□ Reinvest	Payout			
5.			Reinvest	Payout			
Note:           All applicant intending to invest in a Cla           Purpose of investment           Savir	ass other than MYR Class and MYR Hedged Class are re- ngs	·		int maintained with		l institution.	
6. INVESTMENT PAYMENT	T DETAILS						
Cheque / Banker's Cheque / C	Cashier's Cheque No:		🗌 Online T	ransfer:			
Transaction Over the Bank Co	ounter /Telegrahpic Transfer:	······					
2) For banker's cheque & cashier's chec 3) Enclose proof of payment (e.g paym	1) Cheque without the applicant name printed on it must be accompanied with the bank statement. 2) For banker's cheque & cashier's cheque, must provide copy of the bank application form. 3) Enclose proof of payment (e.g payment sip/fund transfer receipt) together with copy of the bank statement for verification of applicant(s) name and bank account number. 4) No payment from a third party account of the applicant is allowed.						
7. DISTRIBUTION INSTRU	UCTIONS						
Please tick ( $$ ) either one of the f	ollowing box. ] Cash Payment* (please complete the bank de	etails) <b>Bank details</b>	must belong to t	the Applicant(s)	Name as per the	form.	
O Individual Account O Corporate Account							
Principal Applicant Name / Corporate Name (as per bank record):							
Joint Account Name (as per bank record):							
Bank Name:							
Bank Account Number:							
Currency: MYR 0	Other Currency Class:		Bank Swift Co	ode:			
8. CONSENT FOR ELECTRO	ONIC COMMUNICATION						
.,	ox to confirm on the channel to receive commu default, all communication will be via email.	nication and inform	nation.				
Receive statement, reports	and notices via email only.						
Request hardcopy of statement, reports and notices to be mailed to Correspondence Address.							

9. TAX RESIDENCY	STATUS						
(A) FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") DECLARATION (Note: Only individual investors are required to complete the following U.S. indicia questionnarie, legal entity(s) or corporate clients do not have to complete the following U.S.							
indicia questionnarie)							
U.S Indicia Question							
, , ,	the following U.S. indicia ? If ye						
	sident (U.S. passport/ green car	d holde	r, U.S taxpayer, etc.) ?		•	] Ye	
2. U.S. place of birth					No [	] Y∈	S
3. U.S. address (resi	sidence/ mailing/ P.O Box) ?				-	] Ye	-
4. U.S. telephone nu	number?				No [	_ Y€	25
5. Standing instructions to pay amounts from TAIM account to an account maintained in the U.S?				S			
I/We hereby declar	I/We hereby declare that I am/we are						
🗌 Non-U.S. Individua	Non-U.S. Individual(s) with no U.S. indicia Non-U.S. Individual(s) with U.S. indicia / Non-U.S. Legal Entity(s) (provide Form W-8)						
agree to notify and fu		ent Berł	us or if updates provided reveal any ad ("TAIM") with the relevant docu ng, if applicable:				
1. Withhold any ap	plicable payments in the accoun	t.					
•	e all relevant information relating	-					
	prior notice) my/our contractual		nship(s) with TAIM.				
Note: For further clarifi	cation, please consult your tax a	dviser					
(B) CRS SELF-CERTI (Note: Please tick ( $\checkmark$ ) bo.	FICATION FORM ("CRS") FO x that is applicable)	RM					
		is requii	red to collect and report information	about tax residenc	e(s) status.	(Eac	h applicant to
<i>complete separate CRS</i>	•		elf-Certification Form (Individual), p	age 7			
			Certification Form, (Individual) page	5			
			-Certification Form (Entity), page 10				
	(ii) C	RS Self	-Certification Form (Controlling Pers	on), page 14 & 15			
<b>10.</b> ACCOUNT OPERATING INSTRUCTION For Joint Application, please tick ( $$ ) for future transaction. If no instruction given, Principal Applicant is recognised as the authorised signatory.							
				recognised as the aut	nonseu signa	itory.	
Principal Applicant To Sign       Either One To Sign       Both To Sign							
11. DECLARATION & SIGNATURE I/We hereby declare that have received, read and understood the contents of the relevant Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any), and agree							
to abide by the Notes and	to abide by the Notes and Conditions as specified prior to completing this application.						
			ound by the provisions of the Deed(s). t no information was withheld that may ir	nfluence the acceptan	ce of this apr	olicatio	n.
•	lication is not funded by gains from a		1				
	•		r indirectly when investing in the Fund.	to time as TAIM doom	a fit in ita ah	coluto	discrition
. ,	1		s/documents relating to TAIM from time t I the Personal Data Protection Act 2010 u			solute	discretion.
	data information given by me/us is a				,		
I/We hereby agree to inde any inaccuracy of declarat		ceeding	s, claims, losses, damages and costs whic	ch be brought against	, suffered or	incurr	ed by TAIM as a result of
	•		n for bankruptcy been filed against me/us behalf of a person where information of s		d under sectio	on "Be	eneficial Owner".
	or joint applicant who is below 18 ye given by the Principal Applicant. (No		In the event there is a change in the Au able for Wholesale Fund investors)	thority To Operate Ac	count when	the m	inor turns 18 years old, a
Drincipal Applicant / Authorized Signaton, 1							
Principal Applicant / Authorised Signatory 1     Joint Applicant / Authorised Signatory 2 (if any)       Date     Company Seal or Stamp				Stamp			
FOR DISTRIBUTOR'S	S USE ONLY	FOR	OFFICE USE ONLY				
🔲 итс	Name:		Remarks				Attended By/ Date
🔲 IUTA	Code:						Approved By/ Date
Business Centre							
	Date:		Received By/Date	Processed By/Date		Veri	fied By/ Date
🔲 TAIM, HQ						1	

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

#### Note:

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

All information will be treated with strictest confidence.

#### Section 1 – Suitability Assessment

Please circle your scores:

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

Total the score for questions 1 to 10

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

Section 2 – Recommendation (to be completed by authorised adviser)					
TAIM Fund Name	3 <sup>rd</sup> Party Fund Name				
1.	1.				
2.	2.				
3.	3.				
4.	4.				
5.	5.				
I recommend the above investment fund to the investors	☐ Yes				
	□ No				
If Yes, the reason for the recommendatoin	According to investor's investment objective				
	To meet the investor's financial				
	Other: (please spec	cify)			
If No, the reason for the non-recommendation	Investor's choice/preference				
Other: (please spec					
Section 3 - Investor's Declaration					
Based on the completion of this form, I/We acknowledge the following	ng (Compulsory)	Yes	No		
The adviser has explained and I/we have understood the features and risks of the Fund.					
All information disclosed is true, complete and accurate.					
I/We acknowledge receipt of a copy of Product Highlights Sheet and the releva	ant disclosure documents which have been given to me/us.				
I/We decline to provide certain information required for Investor Suitability Assessment Form and that this may adversely affect my/our suitability assessment.					
I/We <b>disagree</b> with the above profiling. I/We fully understand the investment risk involved and have decided to purchase another unlisted capital market product that is not recommended by the product distributor.					
I/We <b>agree</b> with the above profiling. I/we fully understand the investment risk involved and have decided to purchase another unlisted capital market product that is not recommended by the product distributor.					
Only for High Net-Worth Entity					
I/We <b>do not agree</b> to participate in this assessment.			J		
		1			

Principal Applicant/ Authorised Signatory 1 Joint Applicant/ Authorised Signatory 2 Company Seal or Stamp

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

I declare that:

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

Signature :	
Adviser's Name :	
Adviser's Code :	
Date :	

#### For Office Use:

Received By / Date :	Processed By / Date :	Verified By / Date :
WARNING		

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

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

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

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

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

#### Please complete in **BLOCK LETTERS**

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

First Name (Given Name)

Last Name (Family Name)

Identification No.

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

### PART 2. TAX RESIDENCY DECLARATION

Please tick one option and complete as appropriate:

(i) 🔲 I am a tax resident of Malaysia and I do not have tax residency with other countries.

(ii) I am a tax resident of Malaysia and I **have** tax residency with other countries.

(iii) 🗌 I am not a tax resident of Malaysia and do not have tax residency with other countries.

(iv) I am not a tax resident of Malaysia and **have** tax residency with other countries.

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

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

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

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

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

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

#### **PART 3. DECLARATION & SIGNATURE**

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

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

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

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

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

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

#### Please complete in **BLOCK LETTERS**

#### PART 1. IDENTIFICATION OF INDIVIDUAL – JOINT APPLICANT

First Name (Given Name)

Last Name (Family Name)

Identification No.

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

### PART 2. TAX RESIDENCY DECLARATION

Please tick one option and complete as appropriate:

(i) 🔲 I am a tax resident of Malaysia and I do not have tax residency with other countries.

(ii)  $\Box$  I am a tax resident of Malaysia and I **have** tax residency with other countries.

(iii)  $\Box$  I am not a tax resident of Malaysia and do not have tax residency with other countries.

(iv)  $\Box$  I am not a tax resident of Malaysia and **have** tax residency with other countries.

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

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

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

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

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

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

#### **PART 3. DECLARATION & SIGNATURE**

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

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

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

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

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

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

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

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

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

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

#### Please complete in **BLOCK LETTERS**

#### PART 1. IDENTIFICATION OF ACCOUNT HOLDER

Name of Entity/Organisation

(as per Company Registration Certificate)

Company Registration No.

Country of Incorporation

#### PART 2. TAX RESIDENCY DECLARATION

Please tick one option and complete as appropriate:

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

(ii) 🗌 I/We acknowledge this entity is a tax resident of Malaysia and **have** tax residency with other countries.

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

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

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

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

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

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

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

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

#### PART 3. ENTITY TYPE

Plea	se provide the Account Holder's Status by selecting one of the followings:		
1. F	1. Financial Institution		
a)	Depository Institution, Custodial Institution or Specified Insurance Company		
b)	An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution If this box is ticked, please provide the names and complete "Controlling Person Self-Certification Form" for each of your Controlling Persons.		
c)	Other Investment Entity		
2. N	Ion-Financial Entity (NFE)		
d)	Active NFE - a Government Entity or Central Bank, an International Organisation, other (e.g. non-listed entity or non-profit organization).		
e)	Active NFE - a corporation the stock of which is regularly traded on an established securities market & a corporation which is a related entity of such a corporation.		
	Please provide the name of the established securities market on which the corporation is regularly traded.		
	If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation.		
f)	<b>Passive NFE</b> – NFE that is not an active NFE If this box is ticked, please provide the names and complete "Controlling Person Self-Certification Form" for each of your Controlling Persons.		

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

P	ART 4. NAME OF CONTROLLING PERSON
1.	
2.	
3.	

#### PART 5. DECLARATION & SIGNATURE

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

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

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

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

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

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

### DEFINITIONS

#### **Account Holder**

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

#### Active NFE

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

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

### **Controlling Person(s)**

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

#### Entity

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

#### **Financial Institution**

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

#### NFE

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

#### Passive NFE

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

#### **Related Entity**

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

#### **Reportable Person**

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

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

#### **Reportable Account**

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

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

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

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

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

## Please complete in **BLOCK LETTERS**

PART 1. IDENTIFICATION OF CONTROLLING PERSON
A. Name of Controlling Person
First Name (Given Name)
Last Name (Family Name)
Identification No.

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

B. Current Residence Address				
Address:				
Postcode:	Town:	State:	Country:	
Contact No:	Mobile No:	Email:		

C. Mailing Address (please only complete if different to the address shown in Section B)				
Address				
Postcode:	Town:	State:	Country:	
Contact No: Mobile No: Email:				

D. Date and Place of Birth:		
Date of Birth (dd/mm/yyyy):	Town or City of Birth:	
Country of Birth:		

E. Please enter the legal name of the relevant Entity Account Holder(s) of which you are a Controlling Person		
Legal Name of Entity 1		
Legal Name of Entity 2		
Legal Name of Entity 3		

# PART 2. TAX RESIDENCY DECLARATION

Please tick one option and complete as appropriate:

(i)  $\Box$  I am a tax resident of Malaysia and I do not have tax residency with other countries.

(ii)  $\Box$  I am a tax resident of Malaysia and I **have** tax residency with other countries.

(iii) 🗌 I am not a tax resident of Malaysia and I do not have tax residency with other countries.

(iv) I am not a tax resident of Malaysia and I **have** tax residency with other countries.

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

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

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

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

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

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

## PART 3. TYPE OF CONTROLLING PERSON

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

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

# **PART 4. DECLARATION & SIGNATURE**

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

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

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

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

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

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

## **Account Holder**

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

# **Controlling Person**

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

## Controlling Person of a trust

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

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

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

## Entity

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

## **Passive NFE**

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

## Reportable Account

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

## **Reportable Jurisdiction**

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

## This Declaration Form is to be completed when you invest in a Wholesale Fund Only. (Note: Principal and joint applicant must be 18 years old and above. Both need to declare that they are sophisticated investors.)

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

\* Please delete where appropriate.

Principal Applicant / Authorised Signatory 1 Date I declare that I am a sophisticated Investor	Principal Applicant / Authorised Signatory 2 (if any) Date: I declare that I am a sophisticated investor	Company Seal or Stamp

## Notes To Read Before Completing This Declaration Form (Investment in Wholesale Fund Only)

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

Category of Investors	Definition
A. Accredited investors	<ul> <li>A unit trust scheme, private retirement scheme or prescribed investment scheme.</li> <li>Bank Negara.</li> <li>A licensed person or a registered person.</li> <li>An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator.</li> <li>A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the Commission.</li> <li>A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704].</li> <li>An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].</li> <li>A chief executive officer or a director of any person referred to in paragraphs 3, 4, 5, 6 and 7.P.U. (A) 51.</li> <li>A closed-end fund approved by the Commission.</li> </ul>
B. High-net worth entities	<ul> <li>A company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies.</li> <li>A corporation that -</li> <li>is a public company under the Companies Act 2016 which is approved by the Commission to be a trustee under the Act and has assets under its management, exceeding ten million ringgit or its equivalent in foreign currencies; or</li> <li>is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies.</li> <li>A corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts.</li> <li>A partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies.</li> <li>A statutory body established under any laws unless otherwise determined by the Commission P.U. (A) 52.</li> <li>A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967.</li> </ul>
C. High-net worth individuals	<ul> <li>An individual -</li> <li>whose total net personal assets, or total net joint assets with his or her spouse, exceeding three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence;</li> <li>who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;</li> <li>who jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;</li> <li>whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies; or</li> <li>investors who acquire unlisted capital market products where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies.</li> </ul>

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

## NOTES AND CONDITIONS

#### INSTRUCTIONS 1.

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

#### DOCUMENTS REQUIRED 2.

# a) Principal/Joint Applicant (CASH Investment)

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

## b) Principal (EPF Investment)

#### > Account Opening Form; > KWSP 9N (AHL) Form;

> A photocopy of principal applicant NRIC/passport.

## c) Company/Institution/Association

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

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

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

#### 3. PRINCIPAL APPLICANT

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

#### JOINT APPLICANT 4

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

#### ACCOUNT OPERATING INSTRUCTION 5

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

#### PAYMENT 6.

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

e) All payments must be made into our MAYBANK Account, details as below.

#### Denominated in MYR Currency

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

#### ominated in other than MYR Currencies

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

f) For the above mentioned bank accounts, the swift code is MBBEMYKL.

g) The Manager will not accept any investment application which is incomplete or not accompanied by the required documents although payment has been credited into TAIM's account.

## h) The Manager does not accept payment (cheque/online transfer) from a third party of the applicant(s) nor issue payment to any third party of the applicant(s).

#### **OTHER CHARGES**

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

#### **COOLING-OFF PERIOD** 8.

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

### DISTRIBUTION INSTRUCTION

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

### (a) Reinvestment

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

(b) Payout

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

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

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

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

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

#### **RIGHT OF THE MANAGER** 10.

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

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

- Please read the following before completing this form. By applying to invest in units of the other unit trust management companies' Funds ("Funds") distributed by TA Investment Management Berhad ("TAIM") as an IUTA you are bound by the terms stated below.
- The applicant hereby agrees that TAIM shall be a bare Custodian and not a trustee to hold and act for and on behalf of the applicant in relation to any units of such Funds as a) maybe invested in from time to time by the applicant and TAIM shall not recognise any trust or equity in respect of the units registered in the name of TAIM at the applicant's request.
- b) The applicant hereby appoints TAIM as nominee to apply and undertake any authorised transactions on behalf of the applicant in relation to the Funds.
- TAIM will hold the purchased units as registered unit holder for and/ or behalf of the applicant and is authorised to request payment of and receive all dividends and other C) payments or distributions in relation to the units.
- d) Transactions for the units may be aggregated and consolidated either daily or from time to time by TAIM with such transactions as placed or sent by TAIM to the relevant manager of the Fund.
- All transactions with respect to the units effected by TAIM for the applicant shall be according to the terms of the relevant Prospectus(es)/ Information Memorandum(s) and e) Supplemental(s) (if any), deed of the Fund(s) and applicable laws-

#### 12. GENERAL

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

#### CONTACT DETAILS 13.

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

#### 14. INDEMNITY

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

#### 15. UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

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

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

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

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

#### MONEY LAUNDERING STATEMENTS 16.

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

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

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

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

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

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

- This personal data notice serves to inform you how your personal data is being processed by or on behalf of TAIM.
- The personal data processed by us may include your name, contact details, email address, username, password, information of any past breaches of or convictions under any law, 2. the relevant services provided to you and any other personal data required for the purposes set out in paragraph 3 below. Subject to the relevant laws, including the Securities Industry (Central Depositories) Act 1991, Capital Markets and Services Act 2007, in respect of depositors' information 3

  - maintained by Bursa Malaysia Depository Sdn.Bhd., TAIM may use your personal data for the following purposes ("Purposes"): (a) To enable it to discharge its duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, any other written law, the rules of Bursa Malaysia Berhad and its related companies (hereinafter collectively referred to as "Bursa Malaysia") or any cooperation arrangement with any relevant authority or any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant local or foreign laws:
  - (b) To enable it to discharge its contractual obligations;
  - To provide investor and other capital market education events and activities; (c)
  - (d) To enable the resolution of a concern or complaint;
  - To create directories or data bases whether for publication or not: (e) (f)
  - To provide on going information about events and programs, our products and services to people that we believe may be interested in such event, programs, products and services:
  - To provide services; (g)

5.

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- (h) To research, develop and improve our events, programs, products and services; and
- For any other purpose that is incidental or ancillary or in furtherance to the above purposes.
- Your personal data is collected from various sources, including information you have provided us, information from third parties and information in the public domain.
- You may access and request for correction of your personal data. Please contact us using any of the following modes if you have any enquiries or complaints in respect of your personal data:

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

In accordance with the Act:

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

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

Updated v4.12.2021



# **INVESTMENT FORM**

by t cont	accordance with the requirements of the Capital Markets and Services Act 2007, this Form the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any). Investor tents in the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any) ore completing this Form.	□ Individual □ Joint	□ Cash Investment □ EPF Investment						
Con	nplete in <b>BLOCK LETTERS</b> , preferably in <b>BLACK INK</b> and tick ( $$ ) where applicable.			□ Corporate	(EPF No	)			
	1. INDIVIDUAL / NON-INDIVIDUAL APPLICANT DETAILS								
Prin	Principal Applicant's Full Name (as in NRIC/ Passport) / Name of Company/ Institution (as per Certificate of Incorporation):								
	Principal Applicant's NRIC / Passport /Company Registration No: Passport expiry date: Contact No:								
Joir	t Applicant's Full Name (as in NRIC/ Passport):								
Join	Joint Applicant's NRIC /Passport: Passport expiry date: Contact No:								
Sou	rce of Investment 🗌 Business 📄 Employment 🗌 Savings 📄 In	inheritance 🗌 Othe	ers (please specify)						
Pur	pose of Investment 🗌 Savings 🗌 Retirement 🗌 Educatio	on Funding Oth	ners (please specify) .						
SU	ITABILITY ASSESSMENT DECLARATION								
	Are there any changes to your risk profiling from your last investment?								
	No Yes (please complete the "Investor Suitability Assessment Form")	)							
Not	te: Investment in the Fund must be according to the latest risk profile.								
2. C	Does your investment's risk profile fall within the same Fund's risk category?								
	No (please complete the "Investor Suitability Assessment Form") Yes	]							
2.	INVESTMENT PAYMENT DETAILS								
	Cheque / Banker's Cheque / Cashier's Cheque No:	Online Trans	fer						
	Transaction Over the Bank Counter /Telegrappic Transfer								
<ol> <li>Cheque without the applicant name printed on it must be accompanied with the bank statement.</li> <li>For banker's cheque &amp; cashier's cheque, must provide the bank application form.</li> <li>Enclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank statement for verification of applicant(s) name and bank account number.</li> </ol>									
2) F 3) E	or banker's cheque & cashier's cheque, must provide the bank application form.		f applicant(s) name and	bank account numbe	2r.				
2) F 3) E 4) N	or banker's cheque & cashier's cheque, must provide the bank application form. Enclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank .		f applicant(s) name and	bank account numbe	er.				
2) F 3) E 4) N	or banker's cheque & cashier's cheque, must provide the bank application form. inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank i lo payment from a third party account of the applicant is allowed.	statement for verification of es)^ Distribution nit 3 <sup>rd</sup> party fur	f applicant(s) name and Instruction (All ds will be auto rested)	bank account numbe Sales Charge %	27. Investment Amount	:			
2) F 3) E 4) N	For banker's cheque & cashier's cheque, must provide the bank application form.         inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank.         INITIAL INVESTMENT         Fund Name         Class(e	statement for verification of es)^ Distribution nit 3 <sup>rd</sup> party fur	Instruction (All ds will be auto	Sales		:			
2) F 3) E 4) Λ <b>3.</b>	For banker's cheque & cashier's cheque, must provide the bank application form.         inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank.         INITIAL INVESTMENT         Fund Name         Class(e	es)^ Distribution 3 <sup>rd</sup> party fur reinv	Instruction (All ds will be auto rested)	Sales		:			
2) F 3) E 4) N <b>3.</b> 1.	For banker's cheque & cashier's cheque, must provide the bank application form.         inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank.         INITIAL INVESTMENT         Fund Name         Class(e	es)^ Distribution 3 <sup>rd</sup> party fur rein	Instruction (All ds will be auto rested) Payout	Sales		:			
2) F 3) E 4) N <b>3.</b> 1. 2.	For banker's cheque & cashier's cheque, must provide the bank application form.         inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank.         INITIAL INVESTMENT         Fund Name         Class(e	es)^ Distribution 3 <sup>rd</sup> party fun einvest	Instruction (All ds will be auto vested) Payout Payout	Sales					
2) F 3) E 4) A <b>3.</b> 1. 2. 3.	For banker's cheque & cashier's cheque, must provide the bank application form.         inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank.         INITIAL INVESTMENT         Fund Name         Class(e	es)^ Distribution 3 <sup>rd</sup> party fur reim □ Reinvest □ Reinvest	Instruction (All ds will be auto vested) Payout Payout Payout Payout	Sales					
2) F 3) E 4) N 3. 1. 2. 3. 4.	For banker's cheque & cashier's cheque, must provide the bank application form.         inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank.         INITIAL INVESTMENT         Fund Name         Class(e	es)^ Distribution 3 <sup>rd</sup> party fur einvest Reinvest Reinvest Reinvest	Instruction (All ds will be auto rested) Payout Payout Payout Payout Payout	Sales					
2) F 3) E 4) A 3. 1. 2. 3. 4. 5.	For banker's cheque & cashier's cheque, must provide the bank application form.         inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank.         INITIAL INVESTMENT         Fund Name       Class(e of Units)         Image: State of Units of Uni	es)^ Distribution 3 <sup>rd</sup> party fur einvest Reinvest Reinvest Reinvest	Instruction (All ds will be auto rested) Payout Payout Payout Payout Payout	Sales					
2) F 3) E 4) A 3. 1. 2. 3. 4. 5.	For banker's cheque & cashier's cheque, must provide the bank application form.         inclose proof of payment (e.g. payment slip/fund transfer receipt) together with copy of the bank is lowed.         INITIAL INVESTMENT         Fund Name       Class(e of Units)         Initial investment       Initial investment         Initial investment       Initial investment         Fund Name       Class(e of Units)         Initial investment       Initial investment         Initial investment       Initial initininitial initial initial initial initial ini	es)^ Distribution 3 <sup>rd</sup> party fur reim C Reinvest C Reinvest C Reinvest C Reinvest	Instruction (All ds will be auto rested) Payout Payout Payout Payout Payout	Sales					
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Total

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

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

# **5. DECLARATION & SIGNATURE**

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

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

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

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

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

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

I/We are aware that cancellation of any request is not allowed once TAIM receives this form.

Signature(s) given must be identical to the Account Opening Form.

		Joint Applicant / Authorised Signatory 2 (if any) Date		Company Seal or Stamp	
FOR DISTRIBUTOR'S USE ONLY		FOR OFFICE USE ONLY			
Consultant	Name:	Remarks			Attended By/Date
IUTA Code:					Approved By/ Date
Business Centre	Date:	Received By/Date	Processed By/ Dat	e:	Verified By/ Date

#### NOTES AND CONDITIONS 1. INSTRUCTIONS

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

## 2. DOCUMENTS REQUIRED

a) Principal/Joint Applicant - (Cash Investment)

### b) Principal Applicant – (EPF Investment) Investment Form / A clear photocopy of NRIC / KWSP 9N (AHL) Form

Investment Form / Proof of payment. c) Company/Institution/Association – (Cash Investment)

Investment Form / Certified true copy of the board resolution with list of authorized signatories and company seal (if applicable) / Proof of payment.

TAIM reserve the right to request additional documents from applicant(s) to support the application.

#### 3. PAYMENT

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

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

### Denominated in MYR Currency

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

### **Denominated in other than MYR Currencies**

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

f) For the above mentioned bank accounts, the swift code is MBBEMYKL.

g) The Manager will not accept any investment application which is incomplete or not accompanied by the required documents although payment has been credited into TAIM's account.

## h) The Manager does not accept payment (cheque/online transfer) from a third party of the applicant(s) nor issue payment to any third party of the applicant(s).

## . COOLING-OFF PERIOD

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

## 5. DISTRIBUTION INSTRUCTION

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

(a) Reinvestment

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

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

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

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

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

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

#### 6. RIGHT OF THE MANAGER

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

#### 7. SPECIFIC NOTES & CONDITIONS RELATING TO THE DISTRIBUTIONOF THIRD PARTY FUNDS

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

b) TRANSACTIONS The applicant hereby agrees that TAIM shall be a bare Custodian and not a trustee to hold and act for and on behalf of the applicant in relation to any units of such Funds as maybe invested in from time to time by the applicant and TAIM shall not recognise any trust or equity in respect of the units registered in the name of TAIM at the applicant's request. The applicant hereby appoints TAIM as nominee to apply and undertake any authorised transactions on behalf of the applicant in relation to the Funds.

TAIM will hold the purchased units as registered unit holder for and/ or behalf of the applicant and is authorised to request payment of and receive all dividends and other payments or distributions in relation to the units.

Transactions for the units may be aggregated and consolidated either daily or from time to time by TAIM with such transactions as placed or sent by TAIM to the relevant manager of the Fund.

All transactions with respect to the units effected by TAIM for the applicant shall be according to the terms of the relevant Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any), deed of the Fund(s) and applicable laws.

#### 8. GENERAL

- a) This Form must be received by TAIM before 4.00pm (for Third Party Funds before 2.00pm) and if accepted, the NAV for transaction of units will be based at the end of the Business Day on which the application is received by the Manager, except for EPF Investment, the NAV for transaction of units will be based on EPF disbursement received by the Manager before 4.00pm at the end of the business day.
- a) For TA Islamic CashPlus Fund, NAV for transaction of units will be based when the payment is cleared in TAIM Trust Account before 4.00 pm on a business day.
- b) You will receive a transaction advice slip from the Manager indicating the number of units allotted and the confirmed NAV within 14 days.
- c) Applicant utilizing their EPF savings are not allowed to invest in Funds that are not EPF approved.
- d) Funds that are bought from our authorised distribution channel, the completed Investment Form must be submitted to the distribution channel only.
- e) Bank charges, where relevant, will be borne by investors. The validity of the transaction is dependent upon clearance of the payment made to TAIM.

## . INDEMNITY

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

### **10. CONTACT DETAILS**

a) The onus is on the applicant to notify TAIM of any change in address and contact number immediately to ensure continuity in the receipt of mails from the Manager.
 b) All details shown in the transaction advice slips or statements of account are deemed to be correct unless TAIM is notified in writing of any discrepancy within 14 days of issue or 30 days of issue respectively.

#### 11. UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

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

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

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

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

## 12. MONEY LAUNDERING STATEMENTS

The applicant hereby warrants that: -

- a) The applicant is the underlying principal of the Account (where applicable)
- b) No person other than the applicant has or will have any interest in the Account (where applicable); and
- c) All monies as may be paid to TAIM from time to time shall come from a legitimate (and not illegal) source
- d) The applicant agrees to provide all such information and documents as may be necessary to verify the applicant's identity and do all such acts and things as may be necessary to enable TAIM to comply with all applicable anti-money laundering and counter financing of terrorism (AML/ CFT), and know-your-customer laws, rules and regulations (whether in Malaysia or elsewhere). The applicant agrees that TAIM shall not be liable or responsible in anyway whatsoever and shall be held harmless against any loss arising as a result of or in connection with any delay or failure to process any application or transaction if such information or documents requested by TAIM have not been promptly provided by the applicant to TAIM.
- e) TAIM reserves the right to terminate the relationship if any documents requested pursuant to the AML/ CFT requirements are not received within 14 business days. In the event of termination, units will be redeemed at the closing NAV price on the 15th business day.

Updated v3.12.2021



# TRANSACTION FORM

Prosp Prosp	cordance with the requirements of the Capital Markets i ectus(es)/ Information Memorandum(s) and Suppleme ectus(es)/ Information Memorandum(s) and Suppleme ilete in <b>BLOCK LETTERS</b> , preferably in <b>BLACK INK</b> and		itching demption						
1. 1	1. INDIVIDUAL / NON-INDIVIDUAL APPLICANT DETAILS								
Principal Applicant's Full Name (as in NRIC/ Passport) /Name of Company/ Institution (as per Certificate of Incorporation):									
Principal Applicant's NRIC / Passport / Company Registration No: Passport expiry date: Contact No:									
Joint	Joint Applicant's Full Name (as in NRIC/ Passport):								
Joint	Applicant's NRIC /Passport No:	:							
2. 9	SWITCHING								
	Switch From	Sv	vitch To	Class(es)^ of Unit	Sales Charge%		Units		
	ccount No					🗌 Full	Partial		
1 F	und Name	Fund Name						units	
	ccount No					🗌 Full	Partial		
2 F	und Name	Fund Name						units	
	ccount No					🗌 Full	Partial		
3 F	und Name	Fund Name						units	
	ccount No					🗌 Full	Partial		
4 F	und Name	Fund Name						units	
	ccount No					🗌 Full	Partial		
5 F	und Name	Fund Name						units	
SUI	TABILITY ASSESSMENT DECLARATION								
1. Ar	e there any changes to your risk profiling from you	r last investment?							
∏1 Note	Vo Yes (please complete the "Investor : Investment in the Fund must be according to the	,	,						
2. Do	bes your investment's risk profile fall within the sam	e Fund's risk cate	egory?						
	No (please complete the "Investor Suitability Asses	sment Form")	Yes 🗌						
3. F	REDEMPTION								
	Fund Name	A	ccount Number	Class(es)^ of Unit		Units	5		
1					🗌 Full 🔲	Partial		units	
2					🗌 Full 🔲	Partial		units	
3					Full	Partial		units	
4					Full	Partial		units	
5	I Full Partial units								

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

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

4. PAYMENT MODE (For CASH Investment Only) Redemption proceed	Other Requests	
Note: a) Applicant is required to provide the correct details per their bank record. TAI b) Please enclose photocopy of the bank passbook or bank statement as suppor	Authorised by Principal Applicant	
<ul> <li>i) Transfer payment via IBG</li> <li>ii) T.T/Rentas (charges incurred will be borned by the investor and will be deducted by the investor and</li></ul>	Redemption payment payable to Joint Applicant	
Kindly complete the below as per Bank details Individual Account I Joint A		
Principal Applicant Name / Corporate Name (as per bank record):		
Joint Account Name (as per bank record):		
Bank Name:	Bank Account Number :	
Currency: MYR Other Currency Class:	Bank Swift Code:	Signature (Principal Applicant)

# **5. DECLARATION & SIGNATURE**

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

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

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

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

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

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

I/We are aware that cancellation of any request is not allowed once TAIM receives this form.

### Signature(s) given must be identical to the Account Opening Form.

Principal Applicant / Date	Authorised Signatory 1	int Applicant / Authorised Signatory 2 (if any) ate		Company Seal or	Stamp
FOR DISTRIBU	TOR'S USE ONLY	FOR OFFICE USE ONLY			
Consultant	Name:	Remarks			Attended By/Date
IUTA Business Centre	Code:				Approved By/ Date
ТАІМ НО	Date:	Received By/Date	Processed By/	Date:	Verified By/ Date

### NOTES AND CONDITIONS

### 1. INSTRUCTIONS

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

## 2. DOCUMENTS REQUIRED

#### a) Principal / Joint Applicant Redemption

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

- Transaction Form / Investor suitability assessment form (if any)
- b) Company/Institution/Association (Cash Investment only)
  - Redemption

Transaction Form / Copy of bank statement for verification of bank details. Switching

Transaction Form /Board Resolution to authorize the switching (if any) /Investor suitability assessment form (if any) /A list of signatories & specimen signatures (if any) <u>Note</u>: Applicant can perform a maximum of 5 transactions for switching or redemption with the same signing condition, different account type with different signing condition, separate forms are to be completed.

#### 3. REDEMPTION

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

### 4. SWITCHING

d)

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

#### 5. RIGHT OF THE MANAGER

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

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

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

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

### 7. GENERAL

- a) This Form must be received by TAIM before 4.00pm (for Third Party Funds before 2.00pm) and if accepted, the NAV will be based at the end of the Business Day on which the application is received by the Manager.
- b) You will receive a transaction advice slip from the Manager indicating the number of units allotted and the confirmed NAV within 14 days.

### 8. INDEMNITY

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

updated v3.12.2021

# HEAD OFFICE TA Investment Management Berhad 23rd Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur Tel: 03-2031 6603 | Fax: 03-2031 4479

MELAKA Business Centre

PENANG Business Centre

KOTA KINABALU Business Centre

KUCHING Business Centre

MIRI Business Centre

IPOH Business Centre 57A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-288 2687

15-1-8, Bayan Point Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801 | Fax: 04-611 9805

Unit 4-1-02, 1st Floor Block 4, Api-Api Centre Jalan Centre Point 88000 Kota Kinabalu, Sabah Tel: 088-268 023 I Fax: 088-248 463

L204, 1st Floor Jalan Tunku Abdul Rahman 93100 Kuching, Sarawak Tel: 082-233 203 I Fax: 082-232 203

Lot 1251, 1st Floor Centrepoint Commercial Centre (Phase 1) Jalan Melayu 98000 Miri, Sarawak Tel: 085-430 415

29A, Jalan Niaga Simee Arena Niaga Simee 31400 Ipoh, Perak Tel: 05-350 0399

1-800-38-7147 www.tainvest.com.my