



# TA RAINBOW INCOME FUND™ 9

## PROSPECTUS

Manager : TA Investment Management Berhad (Company No. 340588-T)

Trustee : CIMB Commerce Trustee Berhad (Company No. 313031-A)

This Prospectus is dated 13 November 2019

Units of the Fund will only be offered for sale from 13 November 2019 to 27 December 2019

The date of constitution of the TA Rainbow Income Fund™ 9 is 28 August 2019

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 18

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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™ 9 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 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 authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or 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 and 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 amended from time to time.			
Average Quarterly Price	In respect of each Underlying Asset, means the total price level of such Underlying Asset in the four preceding quarter divided by four.			
Business Day	A day on which Bursa Malaysia is open for trading or banks in Kuala Lumpur are open for business.			
Bursa Malaysia	The stock exchange managed and operated by Bursa Malaysia Securities Berhad and includes any changes to the name or the operator of the Malaysian stock exchange.			
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 28 August 2019 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.			
Fixed Income Instruments	Means deposits, money market instruments or Bonds.			
Fund	TA Rainbow Income Fund™ 9.			
Guidelines	The Guidelines on Unit Trust Funds issued by the SC as may be amended from time to time.			
IUTA	Institutional Unit Trust Adviser registered with the Federation of Investment Managers Malaysia to market and distribute unit trust funds.			
Last Practicable Date	30 September 2019.			
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	<table><tr><td>1<sup>st</sup> Observation Date</td><td>:</td><td>first anniversary date commencing from the Commencement Date</td></tr></table>	1 <sup>st</sup> Observation Date	:	first anniversary date commencing from the Commencement Date
1 <sup>st</sup> Observation Date	:	first anniversary date commencing from the Commencement Date		

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2 <sup>nd</sup> Observation Date	:	second anniversary date commencing from the end of the 1 <sup>st</sup> Observation Date
3 <sup>rd</sup> Observation Date	:	third anniversary date commencing from the end of the 2 <sup>nd</sup> Observation 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 applicant for a Unit during the Offer Period.
Profile(s)	Profile which include defensive profile, balanced profile and bull profile in the Rainbow Basket.
Prospectus	The prospectus in relation to the Fund.
Rainbow Basket	Three Underlying Assets where the option / structured warrant is based on.
RAM	RAM Rating Services Berhad.
RM / MYR	Ringgit Malaysia, the official currency of Malaysia.
SC / Securities Commission	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 of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths of the Unit Holders present and voting” means three-fourths of the votes cast by the Unit Holders present and voting; 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 Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
TASH	TA Securities Holdings Berhad (Company No. 14948-M).
TAE	TA Enterprise Berhad (Company No. 194867-M).
Tenure of the Fund	Three (3) years.
Trustee	CIMB Commerce Trustee Berhad (Company No. 313031-A).
Underlying Asset(s)	Means collective investment schemes such as equity fund, bond fund, mixed-asset fund, equity exchange-traded fund, bond exchange-traded fund, multi-asset exchange-traded fund or indices such as equity index, bond index or multi-asset index.
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.

## Prospectus in respect of the TA Rainbow Income Fund™ 9

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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      TA Investment Management Berhad (Company No. 340588-T).  
Manager / TAIM



## CORPORATE DIRECTORY

### Manager

Name: TA Investment Management Berhad (Company No. 340588-T)

Registered Office: 34<sup>th</sup> Floor, Menara TA One  
22 Jalan P. Ramlee  
50250 Kuala Lumpur

Head Office: 23<sup>rd</sup> Floor, Menara TA One  
22 Jalan P. Ramlee  
50250 Kuala Lumpur

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

### Trustee

Name: CIMB Commerce Trustee Berhad (Company No.313031-A)

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

Telephone number: 03-2261 8888  
Facsimile number: 03-2261 0099  
Website: [www.cimb.com](http://www.cimb.com)

Business Address: Level 21, Menara CIMB  
Jalan Stesen Sentral 2  
Kuala Lumpur Sentral  
50470 Kuala Lumpur

Telephone number: 03-2261 8888  
Facsimile number: 03-2261 9889

**Auditors for the Fund** KPMG PLT

**Tax Advisers for the Fund** KPMG Tax Services Sdn Bhd

## CHAPTER 1: THE FUND

### 1.1 Name of the Fund

TA Rainbow Income Fund™ 9.

*Note:*

*The name "TA Rainbow Income Fund" is trademarked and is owned by the Manager*

### 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 13 November 2019 – 27 December 2019.

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

We will inform Unit Holders on the change of Commencement Date, if the 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 options and/or structured warrants to provide potential annual returns. 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 of the issuers of the 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 90% 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 options / structured warrants linked to the performance of the Rainbow Basket to generate return.

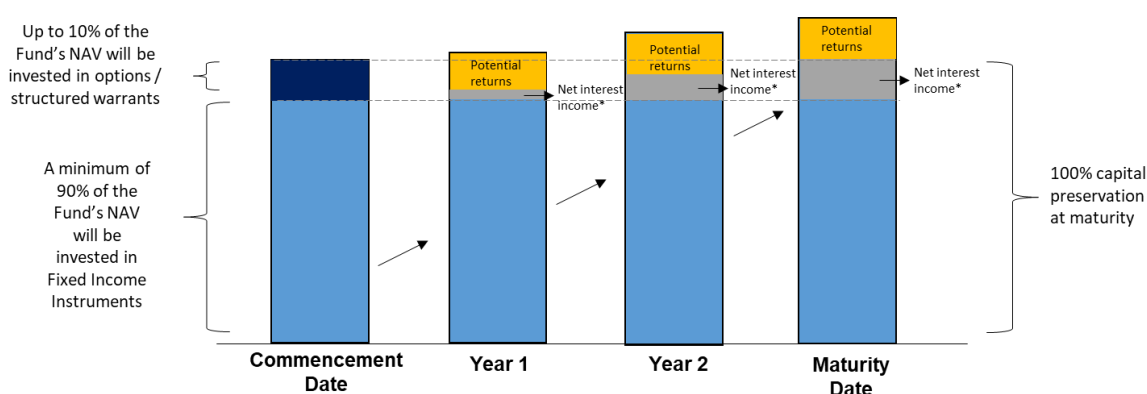
For the Fixed Income Instruments, the Fund intends to invest in deposits and/or money market instruments issued by Malaysian financial institutions rated at least "A" by RAM or equivalent rating by other recognised rating agencies. Whereas for investment in Bonds, the Bonds will be rated at least "A" by RAM or its equivalent rating by other domestic rating agencies and/or any global rating agencies. The Fund may invest up to 30% of its NAV in foreign Bonds should the Manager finds it appropriate to do so. The tenures 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 i.e: RM.

As this 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.

The Fund will invest in markets where the regulatory authority is an ordinary or associate member of the International Organization of Securities Commissions (IOSCO).

#### Fund structure



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

\*\* operating expenses includes trustee and foreign custodian fees (paid monthly), audit & tax adviser's fees (paid annually), printing and posting of annual and interim 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. **How the capital preservation<sup>1</sup> is achieved**

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 sale of the investment in 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 i.e: RM. However, if the hedging transaction is imperfect, 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:

**Table 1:**

Asset Allocation	Credit Rating	Indicative interest/coupon rate p.a.	Indicative % allocation	Weightage average interest/coupon rate
<b>Fixed Income Instruments</b>	AA3	3.22%	10%	0.322%
	A+	4.21%	20%	0.842%
	AA3	3.87%	20%	0.774%
	AA1	3.76%	13%	0.489%
	AA3	3.94%	20%	0.788%
	AA-	3.74%	10%	0.374%
<b>Total</b>			<b>93%</b>	<b>3.589%</b>

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
93% of the capital invested by investors will be invested in Fixed Income Instruments (d = c x 93%)	RM 90,210,000.00
Indicative interest income earned from Fixed Income Instruments for 3 years (e = f - d)	RM 10,065,677.44
Value of Fixed Income Instruments after 3 years (f)	RM 100,275,677.44
Operating expenses (g)	RM260,000
Net cash proceeds available to distribute to investors at Maturity Date (h = f - g)	RM100,015,677.44

Based on the example in Table 1 above, the weighted average interest rate for the Fixed Income Instruments is 3.589% p.a. based on the indicative % allocation.

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

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

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

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 93% of the capital invested by investors i.e: RM90,210,000 will be invested in Fixed Income Instruments, the value of the Fixed Income Instruments after 3 years will be RM100,275,677.44.

$$\begin{aligned} A &= RM90,210,000(1 + 0.03589)^3 \\ &= RM100,275,677.44 \end{aligned}$$

The indicative interest income earned from the Fixed Income Instruments for 3 years would be RM10,065,677.44.

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. **About the Options / Structured Warrants**

The Fund will invest up to 10% of its NAV in options and/or structured warrants linked to the performance of the Rainbow Basket to provide potential returns to the Fund. The options and/or structured warrants are subject to the price fluctuations which may also lead to fluctuations in the NAV of the Fund i.e: if the price of the options and/or structured warrants depreciates, the NAV of the Fund will also be negatively impacted. As the options and/or structured warrants are structured by an external party, the options and/or structured warrants are 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 investment in options and/or structured warrants.

The Rainbow Basket comprises three Underlying 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 Underlying Assets that would meet the investment objective of the Fund based on the investment outlook of each of the Underlying Assets. After that, from a pool of shortlisted Underlying 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 Underlying Assets to be the Rainbow Basket for the Fund. The selected Underlying Assets and the weightage for each Profile in the Rainbow Basket will be fixed throughout the Tenure of the Fund.

Although the Rainbow Basket comprises three Underlying Assets at any one time, the Manager will endeavour to provide a diversified portfolio of asset classes in determining the selection of the Underlying Assets.

The Manager will purchase the options and/or structured warrants at the Commencement Date and hold the options and/or structured warrants until its expiry. If there is any redemption from investors before the Maturity Date, the Manager will sell the equivalent amount of option and/or

structured warrants 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 options and/or structured warrants of the Fund may differ from the Fund's base currency. As such, the return of the Fund is subject to the foreign exchange currency risk based on the Conversion Factor.

There are 3 sets of profiles in the Rainbow Basket i.e: defensive profile, balanced profile and bull profile. Each Profile will enable the Fund to capture the performance of the Underlying Assets in different economy cycles and profile with the best performance will be selected as the best profile ("Best Profile") of the Rainbow Basket during the Observation Date. For instance, during the bullish market in equity's asset class, the bull profile would generally have the best performance because the weightage of the bull profile consists of 60% in equity, 30% in mixed asset and 10% in fixed income.

The weightage for each of the Profile will be assigned to each of the Underlying Assets in the Rainbow Basket on the Commencement Date as follows:

**Table 3:**

Rainbow Basket	Asset Class	Weightage for Each Profile		
		Defensive Profile	Balanced Profile	Bull Profile
1 <sup>st</sup> Underlying Asset	fixed income	60%	33.33%	10%
2 <sup>nd</sup> Underlying Asset	mixed asset	30%	33.33%	30%
3 <sup>rd</sup> Underlying Asset	equity	10%	33.33%	60%

*Please note that the details of the Rainbow Basket e.g asset class and weightage for each Profile set out above is for illustration purposes only and shall be fixed on the Commencement Date.*

On each Observation Date, the Manager will compute the performance for each Profile and select the Best Profile of the Rainbow Basket. If the Best Profile in the Rainbow Basket is more than zero and higher than the payout of the preceding years, Unit Holders will receive an income distribution on that Observation Date. If the Best Profile in the Rainbow Basket is zero or less than the payout of the preceding years, Unit Holders will not receive any income distribution on that Observation Date because there will be no payout from the Rainbow Basket on that Observation Date.

The Manager will inform Unit Holders with regards to the Rainbow Basket, weightage of the Profiles and asset classes for each Underlying Assets, initial price level for each of the Underlying Assets and Observation Date after the Commencement Date. Although a change to the weightage of the Profiles and asset classes of the Underlying Assets 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 weightage and asset classes. For avoidance of doubt, the Rainbow Basket i.e: the Underlying Assets, weightage of the Profiles and asset classes will be fixed throughout the Tenure of the Fund upon the Fund's investment in options / structured warrants on the Commencement Date.

The Manager will also inform Unit Holders with regards to the performance of each Profile in the Rainbow Basket, income distributions, distribution date, NAV per Unit and payment date of the income distributions after each Observation Date.

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

The notional amount is the amount as stated in a contract entered into by the issuer of the options / structured warrants and the Manager and/or the Trustee, as the case may be, on behalf of the Fund for the purchase of the options and/or structured warrants. 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.

iv. **Payout of the Rainbow Basket**

**Assumption:**

Notional amount = RM100,000,000

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

Conversion Factor =  $USDMYR_T / USDMYR_{START}$

$USDMYR_{START} = 4.21$

**Indicative terms for options / structured warrants**

Basket Performance for each Profile (T) =  $\sum_{T=1}^3 Weight(i) \times Performance(T)$

Performance (T) = For each Underlying Asset (i), [(Average Quarterly Price level (T) / Initial price level) - 1] x 100%

where *Average Quarterly Price level (T)* =  $\frac{Price_t + Price_{t-3m} + Price_{t-6m} + Price_{t-9m}}{4}$ , t=12 months

Weight (i) =

Rainbow Basket	Asset Class	Weightage for Each Profile		
		Defensive Profile	Balanced Profile	Bull Profile
1 <sup>st</sup> Underlying Asset	fixed income	60%	33.33%	10%
2 <sup>nd</sup> Underlying Asset	mixed asset	30%	33.33%	30%
3 <sup>rd</sup> Underlying Asset	equity	10%	33.33%	60%

Participation Rate = 100%

Best Profile(T) = Max [Basket Performance for each Profile(T)]

Payout(T)=

$$\sum_{T=1}^3 Participation Rate \times Conversion Factor (T) \times Max (0, Best Profile(T))$$

– Sum of payout paid(T)), where T = 1,2,3

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

Below are the illustrations on how the Average Quarterly Price level (T) is computed:

Underlying Assets	Price level in 3 <sup>rd</sup> month (t-9m)	Price level in 6 <sup>th</sup> month (t-6m)	Price level in 9 <sup>th</sup> month (t-3m)	Price level in 12 <sup>th</sup> month (t)	Average Quarterly Price level (T)
	W	X	Y	Z	$[(W + X + Y + Z) \div 4]$
A	108	110	100	114	108
B	98	95	118	101	103
C	99	101	102	102	101

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

Year (T)	$USDMYR_{START}$	$USDMYR_T$	Conversion Factor (T)
1	4.21	4.28	$= 4.28 / 4.21$ $= 1.0166$

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2	4.21	4.19	= 4.19 / 4.21 = 0.9952
3	4.21	4.21	= 4.21 / 4.21 = 1.0000

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

Note:

The options and/or structured warrant of the Fund are denominated in USD, as such the payout from the Rainbow Baskets 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 Baskets. Whereas if the USD strengthens against the MYR, investor will only enjoy foreign exchange gains on the payout of the Rainbow Baskets

### Scenario 1

Year	Assets	Average Quarterly Price Level (T)	Initial Price Level	Performance (i)	Defensive Profile	Balanced Profile	Bull Profile
Year 1	A	108	100	8%	60%	33.33%	10%
	B	103	100	3%	30%	33.33%	30%
	C	101	100	1%	10%	33.33%	60%
Year 2	A	109	100	9%	60%	33.33%	10%
	B	115	100	15%	30%	33.33%	30%
	C	120	100	20%	10%	33.33%	60%
Year 3	A	133	100	33%	60%	33.33%	10%
	B	125	100	25%	30%	33.33%	30%
	C	144	100	44%	10%	33.33%	60%

	Year 1	Year 2	Year 3
<b>Defensive Profile</b>	$(8\% \times 60\%) + (3\% \times 30\%) + (1\% \times 10\%)$ = 4.80% + 0.90% + 0.10% = 5.80%	$(9\% \times 60\%) + (15\% \times 30\%) + (20\% \times 10\%)$ = 5.40% + 4.50% + 2.00% = 11.90%	$(33\% \times 60\%) + (25\% \times 30\%) + (44\% \times 10\%)$ = 19.80% + 7.50% + 4.40% = 31.70%
<b>Balanced Profile</b>	$(8\% \times 33.33\%) + (3\% \times 33.33\%) + (1\% \times 33.33\%)$ = 2.67% + 1.00% + 0.33% = 4.00%	$(9\% \times 33.33\%) + (15\% \times 33.33\%) + (20\% \times 33.33\%)$ = 3.00% + 5.00% + 6.67% = 14.67%	$(33\% \times 33.33\%) + (25\% \times 33.33\%) + (44\% \times 33.33\%)$ = 11.00% + 8.33% + 14.67% = 34.00%
<b>Bull Profile</b>	$(8\% \times 10\%) + (3\% \times 30\%) + (1\% \times 60\%)$ = 0.80% + 0.90% + 0.60% = 2.30%	$(9\% \times 10\%) + (15\% \times 30\%) + (20\% \times 60\%)$ = 0.90% + 4.50% + 12.00% = 17.40%	$(33\% \times 10\%) + (25\% \times 30\%) + (44\% \times 60\%)$ = 3.30% + 7.50% + 26.40% = 37.20%
<b>Best Profile</b>	5.80%	17.40%	37.20%
<b>Payout (before Conversion Factor = a)</b>	5.80%	17.40% - 5.80% = 11.60%	37.20% - 11.60% - 5.80% = 19.80%
<b>Total payout of the Rainbow Basket received for the Tenure of the Fund [b = a x Conversion Factor (T)]</b>	$(5.80\% \times 1.0166) + (11.60\% \times 0.9952) + (19.80\% \times 1.0000)$ = 5.90% + 11.54% + 19.80% = 37.24%		



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<b>Total investment return amount of the Rainbow Basket received for the Tenure of the Fund (c = notional amount x b)</b>	RM5,900,000 + RM11,540,000 + RM19,800,000 = RM37,240,000
<b>Total investment return amount of the Rainbow Basket received by Unit Holder for the Tenure of the Fund (d = amount invested by Unit Holder x b)</b>	RM5,900 + RM11,540 + RM19,800 = RM37,240

### Scenario 2

Year	Assets	Average Quarterly Price Level (T)	Initial Price Level	Performance (i)	Defensive Profile	Balanced Profile	Bull Profile
Year 1	A	120	100	20%	60%	33.33%	10%
	B	110	100	10%	30%	33.33%	30%
	C	122	100	22%	10%	33.33%	60%
Year 2	A	97	100	-3%	60%	33.33%	10%
	B	122	100	22%	30%	33.33%	30%
	C	130	100	30%	10%	33.33%	60%
Year 3	A	98	100	2%	60%	33.33%	10%
	B	97	100	-3%	30%	33.33%	30%
	C	101	100	1%	10%	33.33%	60%

	Year 1	Year 2	Year 3
<b>Defensive Profile</b>	$(20\% \times 60\%) + (10\% \times 30\%) + (22\% \times 10\%)$ = 12.00% + 3.00% + 2.20% = 17.20%	$(-3\% \times 60\%) + (22\% \times 30\%) + (30\% \times 10\%)$ = (-1.80%) + 6.60% + 3.00% = 7.80%	$(2\% \times 60\%) + (-3\% \times 30\%) + (1\% \times 10\%)$ = 1.20% + (-0.90%) + 0.10% = 0.40%
<b>Balanced Profile</b>	$(20\% \times 33.33\%) + (10\% \times 33.33\%) + (22\% \times 33.33\%)$ = 6.67% + 3.33% + 7.33% = 17.33%	$(-3\% \times 33.33\%) + (22\% \times 33.33\%) + (30\% \times 33.33\%)$ = (-1.00%) + 7.33% + 10.00% = 16.33%	$(2\% \times 33.33\%) + (-3\% \times 33.33\%) + (1\% \times 33.33\%)$ = 0.67% + (-1.00%) + 0.33% = 0.00%
<b>Bull Profile</b>	$(20\% \times 10\%) + (10\% \times 30\%) + (22\% \times 60\%)$ = 2.00% + 3.00% + 13.20% = 18.20%	$(-3\% \times 10\%) + (22\% \times 30\%) + (30\% \times 60\%)$ = (-0.30%) + 6.60% + 18.00% = 24.30%	$(2\% \times 10\%) + (-3\% \times 30\%) + (1\% \times 60\%)$ = 0.20% + (-0.90%) + 0.60% = (-0.10%)
<b>Best Profile</b>	18.20%	24.30%	0.40%
<b>Payout (before Conversion Factor = a)</b>	18.20%	24.30% - 18.20% = 6.10%	0.00%
<b>Total payout of the Rainbow Basket</b>	$(18.20\% \times 1.0166) + (6.10\% \times 0.9952) + 0.00\%$ = 18.50% + 6.07% + 0.00%		

received for the Tenure of the Fund [b = a x Conversion Factor (T)]	= 24.57%
Total investment return amount of the Rainbow Basket received for the Tenure of the Fund (c = notional amount x b)	RM18,500,000 + RM6,070,000 + RM0.00 = RM24,570,000
Total investment return amount of the Rainbow Basket received by Unit Holder for the Tenure of the Fund (d = amount invested by Unit Holder x b)	RM18,500 + RM6,070 + RM0.00 = RM24,570

Scenario 3

Year	Assets	Average Quarterly Price Level (T)	Initial Price Level	Performance (i)	Defensive Profile	Balanced Profile	Bull Profile
Year 1	A	101	100	1%	60%	33.33%	10%
	B	104	100	4%	30%	33.33%	30%
	C	98	100	-2%	10%	33.33%	60%
Year 2	A	97	100	-3%	60%	33.33%	10%
	B	99	100	-1%	30%	33.33%	30%
	C	99	100	-1%	10%	33.33%	60%
Year 3	A	99	100	-1%	60%	33.33%	10%
	B	103	100	3%	30%	33.33%	30%
	C	105	100	5%	10%	33.33%	60%

	Year 1	Year 2	Year 3
<b>Defensive Profile</b>	(1% x 60%) + (4% x 30%) + (-2% x 10%) = 0.60% + 1.20% + (-0.20%) = 1.60%	(-3% x 60%) + (-1% x 30%) + (-1% x 10%) = (-1.80%) + (-0.30%) + (0.10%) = (-2.20%)	(-1% x 60%) + (3% x 30%) + (5% x 10%) = (-0.60%) + 0.90% + 0.50% = 0.80%
<b>Balanced Profile</b>	(1% x 33.33%) + (4% x 33.33%) + (-2% x 33.33%) = 0.33% + 1.33% + (-0.67%) = 1.00%	(-3% x 33.33%) + (-1% x 33.33%) + (-1% x 33.33%) = (-1.00%) + (-0.33%) + (-0.33%) = (-1.66%)	(-1% x 33.33%) + (3% x 33.33%) + (5% x 33.33%) = (-0.33%) + 1.00% + 1.67% = 2.34%
<b>Bull Profile</b>	(1% x 10%) + (4% x 30%) + (-2% x 60%) = 0.10% + 1.20% + (-1.20%) = 0.10%	(-3% x 10%) + (-1% x 30%) + (-1% x 60%) = (-0.30%) + (-0.30%) + (-0.60%) = (-1.20%)	(-1% x 10%) + (3% x 30%) + (5% x 60%) = (-0.10%) + 0.90% + 3.00% = 3.80%
<b>Best Profile</b>	1.60%	0.00%	3.800%

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<b>Payout (before Conversion Factor = a)</b>	1.60%	0.00%	3.80%-1.60% =2.20%
<b>Total payout of the Rainbow Basket received for the Tenure of the Fund [b = a x Conversion Factor (T)]</b>	$(1.60\% \times 1.0166) + 0.00\% + (2.20\% \times 1.0000)$ $= 1.63\% + 0.00\% + 2.20\%$ $= 3.83\%$		
<b>Total investment return amount of the Rainbow Basket received for the Tenure of the Fund (c = notional amount x b)</b>	$RM1,630,000 + RM0 + RM2,200,000$ $= RM3,830,000$		
<b>Total investment return amount of the Rainbow Basket received by Unit Holder for the Tenure of the Fund (d = amount invested by Unit Holder x b)</b>	$RM1,630 + RM0 + RM2,200$ $= RM3,830$		

### Scenario 4

Year	Assets	Average Quarterly Price Level (T)	Initial Price Level	Performance (i)	Defensive Profile	Balanced Profile	Bull Profile
Year 1	A	97	100	-3%	60%	33.33%	10%
	B	98	100	-2%	30%	33.33%	30%
	C	95	100	-5%	10%	33.33%	60%
Year 2	A	99	100	-1%	60%	33.33%	10%
	B	98	100	-2%	30%	33.33%	30%
	C	97	100	-3%	10%	33.33%	60%
Year 3	A	98	100	-2%	60%	33.33%	10%
	B	97	100	-3%	30%	33.33%	30%
	C	96	100	-4%	10%	33.33%	60%

	Year 1	Year 2	Year 3
<b>Defensive Profile</b>	$(-3\% \times 60\%) + (-2\% \times 30\%) + (-5\% \times 10\%)$ $= (-1.80\%) + (-0.60\%) + (-0.50\%)$ $= (-2.90\%)$	$(-1\% \times 60\%) + (-2\% \times 30\%) + (-3\% \times 10\%)$ $= (-0.60\%) + (-0.60\%) + (-0.30\%)$ $= (-1.50\%)$	$(-2\% \times 60\%) + (-3\% \times 30\%) + (-4\% \times 10\%)$ $= (-1.20\%) + (-0.90\%) + (-0.40\%)$ $= (-2.50\%)$
<b>Balanced Profile</b>	$(-3\% \times 33.33\%) + (-2\% \times 33.33\%) + (-5\% \times 33.33\%)$ $= (-1.00\%) + (-0.67\%) + (-1.67\%)$ $= (-3.34\%)$	$(-1\% \times 33.33\%) + (-2\% \times 33.33\%) + (-3\% \times 33.33\%)$ $= (-0.33\%) + (-0.67\%) + (-1.00\%)$ $= (-2.00\%)$	$(-2\% \times 33.33\%) + (-3\% \times 33.33\%) + (-4\% \times 33.33\%)$ $= (-0.67\%) + (-1.00\%) + (-1.33\%)$ $= (-3.00\%)$

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<b>Bull Profile</b>	$(-3\% \times 10\%) + (-2\% \times 30\%) + (-5\% \times 60\%)$ $= (-0.30\%) + (-0.60\%) + (-3.00\%)$ $= (-3.90\%)$	$(-1\% \times 10\%) + (-2\% \times 30\%) + (-3\% \times 60\%)$ $= (-0.10\%) + (-0.60\%) + (-1.80\%)$ $= (-2.50\%)$	$(-2\% \times 10\%) + (-3\% \times 30\%) + (-4\% \times 60\%)$ $= (-0.20\%) + (-0.90\%) + (-2.40\%)$ $= (-3.50\%)$
<b>Best Profile</b>	0.00%	0.00%	0.00%
<b>Payout (before Conversion Factor = a)</b>	0.00%	0.00%	0.00%
<b>Total payout of the Rainbow Basket received for the Tenure of the Fund [b = a x Conversion Factor (T)]</b>	0.00% + 0.00% + 0.00% = 0.00%		
<b>Total investment return amount of the Rainbow Basket received for the Tenure of the Fund (c = notional amount x b)</b>	RM0.00 + RM0.00 + RM0.00 = RM0.00		
<b>Total investment return amount of the Rainbow Basket received by Unit Holder for the Tenure of the Fund (d = amount invested by Unit Holder x b)</b>	RM0.00 + RM0.00 + RM0.00 = RM0.00		

*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 Best Profile in the basket performance which linked to 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 hedging transaction is imperfect, investors may not be able to receive the full amount of capital invested.
3. The performance of the options and/or structured warrants 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 90% of the Fund's NAV in Fixed Income Instruments.
- Maximum of 10% of the Fund's NAV in options and/or structured warrants.

### 1.11 Performance Benchmark

Maybank 12 months fixed deposit rate as at the Commencement Date of the Fund.  
(Available at [www.maybank2u.com](http://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;
- who have low to moderate risk profile; and
- who 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 are no inconsistencies with the objective of the Fund, the Fund is permitted under the Deed to invest in the following:

- a) fixed income instruments such as deposits, money market instruments and Bonds;
- b) units / shares of collective investment schemes;
- c) options;
- d) structured warrants;
- e) financial derivatives instruments, including but not limited to futures contracts, forward contracts and swaps; and
- f) 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 list of investment restrictions and limits:

- a) The value of the Fund's placement in deposits with any single institution must not exceed 20% of the Fund's NAV;
- b) For investment in derivatives, the exposure to the Underlying Assets must not exceed the investment spread limits stipulated in the Guidelines and the value of the Fund's over-the-counter ("OTC") derivative transaction with any single counter-party must not exceed 10% of the Fund's NAV;

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

- c) The value of the Fund's investments in units/shares of any collective investment scheme must not exceed 20% of the Fund's NAV;
- d) The value of the Fund's investments in Bonds issued by any single issuer must not exceed 20%. However, the single issuer limit may be increased to 30% of the Fund's NAV if the Bonds 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;
- e) The aggregate value of the Fund's investments in Bonds, money market instruments, deposits and OTC derivatives issued by or placed with, as the case may be, any single issuer/institution must not exceed 25% of the Fund's NAV. Where the single issuer limit is increased to 30% pursuant to item (d) above, the aggregate value of the Fund's investments must not exceed 30% of the Fund's NAV;
- f) The Fund's exposure from derivatives position should not exceed the Fund's NAV at all times;
- g) The Fund's investments in Bonds must not exceed 20% of the Bonds issued by any single issuer;
- h) The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. However, this limit does not apply to money market instruments that do not have a pre-determined issue size;
- i) The Fund's investments in collective investment schemes must not exceed 25% of the unit/shares in any one collective investment scheme; and
- j) The value of the Fund's investments in Bonds issued by any group of companies must not exceed 30% of the Fund's NAV.

The above stated restrictions and limits shall be complied with at all times based on the most up-to-date value of the Fund's investments. However, a 5% allowance in excess of any restriction or limit may be permitted where the restriction or limit is breached through the appreciation or depreciation in the NAV of the Fund (as a result of an appreciation or depreciation in value of the Fund's investments or as a result of the redemption of Units or payment made out of the Fund). Once the relevant restriction or limit is breached, no further acquisitions of the particular investment involved shall be made and we will within a reasonable period of not more than three (3) months from the date of the breach, take all necessary steps and actions to rectify the breach.

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 management company. For example, the Manager may fail to comply with internal policies and procedures due to internal factors such as oversight, human error and/or system error. This risk may also occur indirectly due to the imposition and/or amendment to the relevant regulatory frameworks, laws, rules and other prescribed practices affecting the Fund. The Manager has put in place internal controls to ensure that comprehensive and timely compliance monitoring is undertaken.

### e) Loan Financing Risk

This risk occurs when investors take 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 Fund. The Manager seeks to mitigate this risk by investing not more than 20% of the Fund's NAV in any single issuer, and only if 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 options and/or structured warrants may be denominated in currencies other than the base currency of the Fund, any fluctuation in the exchange rate between the base currency of the Fund and the currencies in which the investments are denominated may have an impact on the value of these investments. Investors should be aware that if the currencies in which the investments are denominated depreciate against the base currency of the Fund, this will have an adverse effect on the NAV of the Fund in the base currency of the Fund and vice versa. Investors should note that any gains or losses arising from the fluctuation in the exchange rate may further increase or decrease the returns of their investment.

For investment in foreign Bonds, the Fund may enter into derivative contract as part of the hedging strategy to mitigate the foreign currency risk. The foreign currency may not be perfectly hedged, there is no guarantee that it will be possible to remove all foreign currency exposures.

### **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 rollover 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.

### **e) Country Risk**

The Fund may be affected by risks specific to the countries in which it invests. 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 Fund may invest in options / structured warrant and/or enter into derivative instruments such as foreign exchange forward contracts and swaps for hedging purposes.

The NAV of the Fund will be impacted by the valuation of the options and/or structured warrants. Factors that may impact the valuation of the options and/or structured warrants include, but are not limited to, price movement of the Rainbow Basket, volatility of the Rainbow Basket, interest rate levels and the correlation of the Rainbow Basket. Any change in the aforesaid factors would either positively or negatively impact the valuation of the options and/or structured warrants 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 options and/or structured warrants that the Fund invested in. If Unit Holders redeem Units prior to the Maturity Date, the Manager will be forced to unwind an equivalent amount of the options and/or structured warrants based on marked-to-market price and in such situation, the options and/or structured warrants may be disposed of at a loss which may adversely affect the value of the investments by the Unit Holders.



As hedging transactions are imperfect, there is no guarantee that it will be possible to remove all currency exposures. If the hedging strategy does not meet its intended objective, this may have an adverse impact on the NAV of the Fund.

### **g) Counterparty Risk**

The Fund will be exposed to credit risk of the counterparties for investments in options / structured warrants and/or derivative instruments for hedging purposes. 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 investments in options / structured warrants and/or derivatives instruments. The Fund will only invest in options / structured warrants and/or derivatives instruments that are issued by counterparty with a minimum long-term rating provided by any domestic or global rating agency that indicates strong capacity for timely payment of financial obligations.

### **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 options / structured warrants encompasses the following:-

#### **i. Fixed Income Instruments**

##### **a. Deposits / money market instruments**

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, in the event 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 rating agencies, the Manager may continue to hold the downgraded Bonds up to the maturity date of the Bonds so long the Manager remain 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. Options / Structured Warrants / Derivatives Instruments**

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 options / structured warrants / derivatives contract to mitigate potential losses in returns that may arise.

As this is a passive strategy Fund, the Manager may not unwind any investments which have entered 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 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. monitoring the options / structured warrants / derivatives contract; and
6. escalating and reporting investment matters to the investment committee, senior management team, audit and compliance committee and board of directors.

**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 23.**

## 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 will be no annual management fee charged for this Fund.

#### **2.7 Annual Trustee Fee**

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 by independent valuers for the benefit of the Fund;
- independent investment committee members' fee;
- costs for modification of the Deed save where such modification is for our benefit and/or the Trustee's benefit;
- costs of convening meetings of Unit Holders save where such meeting is convened for our benefit and/or the Trustee's benefit;
- bank charges;
- costs and fees for the printing and posting of annual and interim 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 rebates or otherwise share in any commission from any broker or dealer in consideration for direct dealings in the investments of the Fund. Accordingly, any rebates and shared commissions will be directed to the account of the Fund.

Notwithstanding the aforesaid, we may receive goods or services by way of soft commissions provided always that the goods or services are of demonstrable benefit to the Fund or Unit Holders and in the form of research and advisory services that assist in the decision-making process relating to the Fund's investments. Any transaction carried out by or on behalf of the Fund shall be executed on terms which are the most favourable for the Fund.

<b>THERE ARE FEES AND CHARGES INVOLVED AND INVESTORS ARE ADVISED TO CONSIDER THEM BEFORE INVESTING IN THE FUND.</b>
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## 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	100,307,625.3177600
Options / structured warrants	RM	3,800,000.0000000
Other assets (liquid assets)	RM	625,504.5000000
Total Assets	RM	104,733,129.8177600
Less liabilities	RM	(3,850,000.0000000)
NAV before deducting trustee fee for the day	RM	100,883,129.8177600
Less trustee fee for the day (0.04% per annum) (0.04%x RM100,883,129.82) ÷ 365)	RM	(110.5568546)
NAV after deducting trustee fee	RM	100,883,019.2609050
Units in circulation		100,000,000.00
NAV per Unit	RM	1.0088301
NAV per Unit (rounded to four (4) decimal places)	RM	1.0088

*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 Amount & Units Entitlement**

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
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## Prospectus in respect of the TA Rainbow Income Fund™ 9

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.

<b>Determining the Redemption Amount</b>		
Number of Units to be redeemed		10,000.00
If, for example, the NAV per Unit calculated at the next valuation point is RM1.1000, the redemption value, would be:		
Multiply by NAV per Unit	RM	1.1000
Redemption value	RM	11,000.00
Less: redemption charge 3.00% of redemption value (3.00% x RM11,000)	RM	(330.00)
Net amount payable to investor	RM	10,670.00

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

### **Incorrect Pricing**

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

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

- (a) if there is an over valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Fund; and
- (b) if there is an under valuation and/or pricing in relation to the redemption of Units, the Fund shall reimburse the Manager and the Manager 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 attached to this Prospectus, and is available at our head office and business centres. Please refer to Chapter 11, List of TA Investment Management Berhad's office, institutional unit trust advisers and authorised distributors for details.

Any application form received through fax will only be deemed complete after we receive the original application form together with the remittance of moneys. Receipt of fax copy will not be an indication of acceptance of application by us or completion of transaction. We shall not be responsible for applications not processed as a result of incomplete transmission of fax. Valid application received by our office before 4.00p.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 4.00p.m. will be deemed to have been received on the next Business Day. Any application received after 4.00p.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.***

<b><i>INVESTORS ARE ADVISED NOT TO MAKE ANY PAYMENT IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS OF THE FUND.</i></b>
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***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 account number;
- (b) the name of the fund you wish to redeem 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 also accepted by us. Receipt of fax copy should not be an indication of acceptance of a redemption request by us or completion of transaction. We shall not be responsible for redemption requests that are not processed as a result of incomplete transmission of fax. We reserve the right to reject any redemption request that is unclear, incomplete and/or not accompanied by the required documents. Investors are strongly advised to contact our customer service to confirm receipt of instructions given by fax.

The Fund will be valued on a weekly basis, i.e: every Thursday and the weekly prices of the Fund will be published on every Friday. Information on the Fund's Unit prices are available on our website

[www.tainvest.com.my](http://www.tainvest.com.my) or from our offices listed in Chapter 11, List of TA Investment Management Berhad's office, institutional unit trust advisers 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 11.00a.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 11.00a.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 ten (10) days from the date Units are redeemed based on the selected payment method stated in the transaction form received by our head office. In the case of jointholders, we will process the redemption request based on the operating instruction stated in the account opening form when you first invest in the Fund. For avoidance of doubt, all redemption proceeds will be by default made payable to the principal applicant, unless there is a request by the principal applicant that the redemption proceeds be made payable to the joint applicant.

### **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. An individual investor is a person 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 trusts.

There is a cooling-off period of six (6) Business Days 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 would be the sum of:

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

All such requests must be received by us before 4:00 p.m. on a Business Day during the Offer Period. Any request 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 within ten (10) 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 is not permitted to borrow cash or other assets (including the borrowing of securities within the meaning of the Securities Borrowing and Lending Guidelines) in connection with its activities.



Except for the securities lending as provided under the Securities Borrowing and Lending 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.*

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

Investment Instruments	Valuation Basis
<b>Deposits</b>	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.
<b>Money market instruments</b>	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.
<b>Bonds</b>	Listed Bonds will be valued based on market price. However, if:

Investment Instruments	Valuation Basis
	<p>(a) a valuation based on the market price does not represent the fair value of the Bonds, for example during abnormal market conditions; or</p> <p>(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,</p> <p>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.</p> <p>Unlisted Bonds denominated in Ringgit Malaysia will be valued based on the price quoted by BPA registered by the Securities Commission.</p> <p>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.</p> <p>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.</p>
<b>Derivatives</b>	<p>Valuation of the derivatives shall be based on closing market price. If a valuation based on the market price does not represent the fair value of the derivatives or no market price is publicly available, including in the event of suspension in the quotation of the derivatives for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, such investment will be valued at fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditors of the Fund and approved by the Trustee.</p>
<b>Any other instruments</b>	<p>Fair value as determined in good faith by us, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.</p>
<b>Foreign exchange rate conversion</b>	<p>Where the value of an asset of the Fund is denominated in foreign currency (if any), the assets are translated to Ringgit Malaysia on a Valuation Day using the bid foreign exchange rate quoted by Reuters or Bloomberg at United Kingdom time 4.00p.m on the same calendar day.</p>

### 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
<b>Initial Investment</b>	<p><b>Individual Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Account opening form (required if you are a new applicant);</li> <li>▪ Investment form;</li> <li>▪ Investor suitability assessment form;</li> <li>▪ FATCA form;</li> <li>▪ CRS self-certification form – individual</li> <li>▪ Copy of NRIC / passport;</li> <li>▪ For applicants below 18 years of age (jointholder), copy of identity card or birth certificate is required;</li> <li>▪ Proof of payment; and</li> <li>▪ Copy of bank statement.</li> </ul> <p><b>Corporate Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Account opening form;</li> <li>▪ Investment form;</li> <li>▪ CRS self-certification form – entity;</li> <li>▪ CRS self-certification form – controlling person;</li> <li>▪ A certified true copy of the certificate of incorporation; memorandum and article of association or constitution; form 24 or return for the allotment of shares under section 78 of the Companies Act 2016, form 44 or notice under section 46 of the Companies Act 2016 and form 49 or notice under section 58 of the Companies Act 2016; board resolution with list of authorised signatories and company seal (if applicable);</li> <li>▪ The latest audited financial statement;</li> <li>▪ Certified true copy of NRIC or passport or other form of identification of directors;</li> <li>▪ Proof of payment; and</li> <li>▪ Copy of bank statement.</li> </ul>	RM1,000	<ul style="list-style-type: none"> <li>▪ Successful applicants will be issued a transaction advice slip</li> <li>▪ Unsuccessful applicants will be notified &amp; application money will be refunded within thirty (30) days of receipt of the application</li> </ul>

<b>Additional Investments</b>	<p><b>Individual Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Investment form;</li> <li>▪ Investor suitability assessment form, if any;</li> <li>▪ Proof of payment; and</li> <li>▪ Copy of bank statement.</li> </ul> <p><b>Corporate Investor(s):</b></p> <ul style="list-style-type: none"> <li>▪ Investment form;</li> <li>▪ A certified true copy of board resolution with list of authorised signatories and company seal (if applicable);</li> <li>▪ Proof of payment; and</li> <li>▪ Copy of bank statement.</li> </ul>	RM1,000	<ul style="list-style-type: none"> <li>▪ Successful applicants will be issued a transaction advice slip</li> <li>▪ Unsuccessful applicants will be notified &amp; application money will be refunded within thirty (30) days of receipt of the application</li> </ul>
<b>Redemption (Sell)</b>	<ul style="list-style-type: none"> <li>▪ Transaction form <i>OR</i></li> <li>▪ Written instructions clearly stating account number, fund's name, the number of units to be sold and settlement instructions;</li> <li>▪ Copy of NRIC (if applicable); and</li> <li>▪ Copy of bank statement.</li> </ul>	1,000 Units	<ul style="list-style-type: none"> <li>▪ Redemption cheque</li> <li>▪ Acknowledgement letter</li> <li>▪ Transaction advice slip</li> </ul>
<b>Switch</b>	Not applicable	NIL	NIL
<b>Transfer</b>	<ul style="list-style-type: none"> <li>➤ Transfer form; and</li> <li>➤ Copy of NRIC / passport.</li> <li>➤ If the transferee is a new account holder;-</li> </ul> <p><b>Individual Investor(s):</b></p> <ul style="list-style-type: none"> <li>➤ Account opening form;</li> <li>➤ FATCA form;</li> <li>➤ Investor suitability assessment form;</li> <li>➤ CRS self-certification form - individual; and</li> <li>➤ Copy of NRIC / passport.</li> </ul> <p><b>Corporate Investor(s):</b></p> <ul style="list-style-type: none"> <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 authorised signatories and company seal (if applicable);</li> <li>➤ The latest audited financial statement; and</li> <li>➤ Certified true copy of NRIC or passport or other form of identification of directors;</li> </ul>	1,000 Units	Transaction advice slip
<b>Cooling-Off</b>	<ul style="list-style-type: none"> <li>➤ Cooling-off form <i>OR</i></li> <li>➤ Written instructions clearly stating your intention to cool off the transaction, the value of investment, fund's name and instruction.</li> </ul>	N/A	<ul style="list-style-type: none"> <li>▪ Transaction advice slip</li> </ul>

			<ul style="list-style-type: none"><li>▪ Payment for cooling-off</li><li>▪ Cooling-off notification letter</li></ul>
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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.

<b>UNIT PRICES AND DISTRIBUTIONS PAYABLE, IF ANY, MAY GO DOWN AS WELL AS UP.</b>
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## 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 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 listed on Bursa Malaysia, 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. Currently, TAIM manages thirty (30) unit trust funds, of which twenty-one (21) are conventional funds and nine (9) are Islamic funds. Apart from being able to tap into the expertise of the staff and financial resources of its shareholders, TAIM has a staff capacity of fifty-three (53) persons comprising forty-nine (49) executives and four (4) non-executives. As at the Last Practicable Date, the fund size managed by TAIM stood at RM2.54bil, being a combination of unit trust funds and direct mandate portfolios under its management.

### 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 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 times yearly or as and when circumstances require.

Our board of directors:

- Mohammed A'reeff bin Abdul Khalid (Non-Independent Director)
- Choo Swee Kee (Non-Independent Director)
- Dr. Wong Hong Meng (Independent Director)
- Chew Chin Guan (Independent Director)

### 4.4 Investment Committee

#### Main Functions of the Investment Committee

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

The members of the investment committee for the Fund consist of:

- Choo Swee Kee (Non-Independent)
- Dr. Wong Hong Meng (Independent)
- Dato' Tay Kian Chuan (Independent)
- Kaladher Govindan (Non-independent)

### 4.5 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 25 years of experience in the investment and stock markets. He leads the investment team and is responsible for implementing the investing strategy of funds and managing TAIM's portfolio. After graduation, he joined an accounting group, Coopers & Lybrand in 1987 as a senior. Between 1990 and 1999, Mr. Choo gained valuable knowledge and experience in the investment line working as analyst and fund manager in Singapore and Malaysia. Prior to joining TA Group, he was the Chief Investment Officer of KLCS Asset Management Sdn. Bhd. Mr. Choo holds a Bachelor of Business Administration from the National University of Singapore and the Chartered Financial Analyst (CFA) designation.

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

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

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

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

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

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

### 4.6 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, investment committee, management team, investment team and etc. can be obtained from the Manager's website at [www.tainvest.com.my](http://www.tainvest.com.my).**

## CHAPTER 5: TRUSTEE

### 5.1 About CIMB Commerce Trustee Berhad

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

### 5.2 Experience as Trustee to Unit Trust Funds

CIMB Commerce Trustee Berhad has been involved in unit trust industry as trustee since 1996. It acts as trustee to various unit trust funds, real estate investment trusts, wholesale funds, private retirement schemes and 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, 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 assets, they are held through its wholly owned nominee subsidiary “CIMB Group Nominees (Tempatan) Sdn Bhd”. For foreign non-Ringgit 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 of the Fund, and subject to the provisions of the Deed, you have the right:

- to receive distributions, if any, of the Fund;
- to participate in any increase in the value of the Units of the Fund;
- to call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- to exercise the cooling-off right (only for eligible individual investors);
- to receive annual and interim 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 of the Fund, 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 nor would a Unit Holder be required to pay any amount in addition to the payment of the purchase price for Units of the Fund 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 Trustee and/or the Manager in the event that the liabilities incurred by the Trustee and/or the Manager on behalf of the Fund exceed the value of the assets of the Fund, and any right of indemnity of the Trustee and/or the Manager 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

3.00% of the Offer Price

#### Redemption Charge

3.00% of the NAV per Unit of the Fund

#### Annual management fee

Nil.

#### 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's property**

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) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit 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;
- (l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the independent members of the investment committee 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) costs and expenses incurred in relation to the distribution of income (if any);

- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians 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; and
- (r) 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 (q) 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
- (c) the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business;

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

If any of the above occurs, the Manager shall upon receipt of a written notice from the Trustee cease to be the management company of the Fund by the mere fact of the Manager's receipt of the notice. The

Trustee shall, at the same time, by writing appoint some other corporation already approved by the relevant authorities to be the management company of the Fund; such corporation shall have entered into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund.

### **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.

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 (50) sen 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, 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.

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**

The quorum required for a meeting of Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy, provided that if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of Unit Holders of the Fund shall be two (2) Unit Holders, 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 at the time of the meeting.

#### **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 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 sale and 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 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 member of the investment committee 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.

None of our directors or substantial shareholders have any direct or indirect interest in other corporations carrying on a similar business as the Manager as at the Last Practicable Date.

#### **Advisers**

The auditors, tax advisers, and solicitors have confirmed that they have no interest/ potential interest or conflict of interest/ potential conflict of interest with the Manager and the Fund.

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

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

## CHAPTER 8: TAX ADVISER'S LETTER

### **Private and Confidential**

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

Our ref NBG/KACL/DSHS

Contact Ext. 7815 / 7407

27 August 2019

Dear Sirs

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

This letter has been prepared for inclusion in this First Prospectus in connection with the offer of units in the TA Rainbow Income Fund™ 9 ("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 are liable to income tax at the rate of 24% effective Year of Assessment ("YA") 2016.

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

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

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

<sup>N2</sup> Effective from YA 2017, income tax exemption shall not apply to interest paid or credited to a company in the same group, licensed banks and prescribed development financial institutions.

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

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.

### ***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") is replaced by Sales Tax and Service Tax effective from 1 September 2018.

Under the Sales Tax Act 2018, Service Tax Act 2018 and the subsidiary legislations, 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 which has been gazetted on 27 December 2018 the imposition and scope of service tax is now widened to include any imported taxable services. 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. No other withholding tax will be imposed on the income distribution of the Fund.

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% (effective from YA 2019) on chargeable income of up to RM500,000. For chargeable income in excess of RM500,000, the tax rate of 24% is still applicable.

However, the said tax rate of 17% on chargeable income of up to RM500,000 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.

Pursuant to Income Tax (Exemption) (No. 2) Order 2017 [P.U.(A) 117], a tax exemption equivalent to a reduction in the prevailing corporate tax rate from 1% to 4% will be effectively given for YA 2017 and YA 2018 based on percentage increase in the chargeable business income for the relevant YA as compared to the immediately preceding YA, subject to meeting the stipulated conditions.

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 28% with effect from YA 2016.

Individuals and other non-corporate unit holders who are not resident in Malaysia, for tax purposes, will be subject to Malaysian income tax at the rate of 28% with effect from YA 2016. 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 jurisdictions.

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. Distribution of foreign income will also be exempt in the hands of the unit holders.

Units split by the Fund will be exempt from tax in Malaysia in the hands of the unit holders.

Any gains realised by the unit holders (other than financial institutions, insurance companies and those dealing in securities) from the transfers or redemptions of the unit 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.

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

GST is replaced by Sales Tax and Service Tax effective from 1 September 2018.

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 which has been gazetted on 27 December 2018 the imposition and scope of service tax is now widened to include any imported taxable services. This is effective from 1 January 2019.

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

Yours faithfully

Neoh Beng Guan  
*Executive Director*

KPMG Tax Services Sdn Bhd

## CHAPTER 9: ADDITIONAL INFORMATION

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

The interim and annual reports of the Fund will be forwarded to Unit Holders no later than two (2) months after the period covered by such reports.

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 through our website at [www.tainvest.com.my](http://www.tainvest.com.my). Unit Holders are also welcomed to contact us during our business hours from 9.00a.m. to 6.00p.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 send you the following:

- Written confirmation on all transactions and income distributions (if any);
- Unaudited interim 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, [www.tainvest.com.my](http://www.tainvest.com.my). There is no registration fee.

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

### 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 applicant i.e. individual or corporate clients, etc. The classification of customer is based on risk-based approach whereby customers are classified into different risk level according to their background and investment threshold. Any suspicious transactions for Anti Money Laundering and Anti-Terrorist Financing and Targeted Financial Sanctions-Proliferation Financing will be reported to our compliance officer as well as to the local regulators, where applicable. All employees are required to adhere to these policies and procedures.

### 9.4 Deed(s)

Principal Deed	28 August 2019
Supplementary Deed(s)	Nil.

### 9.5 Financial Year End

31 January

### 9.6 Unclaimed Moneys Policy

Any moneys payable to Unit Holders which remain unclaimed after twelve (12) months from the date of payment will be paid to the Registrar of Unclaimed Moneys by the Manager 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 Approval and Conditions

The authorisation of the Fund under Section 256C(1) of the *Capital Markets and Services Act 2007* ("CMSA") is subject to the condition that the Manager is to inform the SC of the performance of the Fund, including detailed performance of the Rainbow Basket, as soon as practicable after each Observation Date.

### 9.8 Consent Statement

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

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



## CHAPTER 10: DOCUMENTS AVAILABLE FOR INSPECTION

Unit Holders may inspect without charge, at the registered office of the Manager or such other place as the SC may determine, the following documents or copies thereof, where applicable:

- a) The Deed and the supplementary deed(s) of the Fund (if any);
- b) The Prospectus and the supplemental or replacement prospectus (if any);
- c) The latest annual and interim reports of the Fund;
- d) Each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts (if any);
- e) The audited financial statements of the Manager and the Fund for the current financial year (where applicable) and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- f) All reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus (if any);
- g) All consents given by experts disclosed in the Prospectus; and
- h) Writ and relevant cause papers for all material litigation and arbitration 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: +603 2031 6603  
Facsimile number: +603 2031 4479  
Toll Free: 1-800-38-7147  
Email address: investor.taim@ta.com.my  
Website: www.tainvest.com.my

<b>Miri Business Centre</b>	Lot 1251, 1 <sup>st</sup> Floor, Block 10 Miri Concession Land District, Centrepont Commercial Centre Jalan Melayu, 98000 Miri Sarawak Tel: 085-430 415 Fax: 085-436 044
<b>Kota Kinabalu Business Centre</b>	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
<b>Kuching Business Centre</b>	L204, 1 <sup>st</sup> Floor Jalan Tunku Abdul Rahman 93100 Kuching Sarawak Tel: 082-233 203 Fax: 082-232 203
<b>Penang Business Centre</b>	15-1-8, Bayan Point, Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801 Fax: 04-611 9805
<b>Melaka Business Centre</b>	57A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-288 2687

### Institutional Unit Trust Advisers or Authorised Distributors

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

In accordance with the requirements of the Capital Markets and Services Act 2007, this Form should not be circulated unless accompanied by the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any). Investors are required to read and understand the contents in the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any) of the Funds before completing this Form.

Complete in **BLOCK LETTERS**, preferably in **BLACK INK** and tick (✓) where applicable.

☐ Individual  
☐ Joint  
☐ Non-Individual

☐ Cash  
☐ EPF

### 1. INDIVIDUAL – PRINCIPAL APPLICANT

Full Name (as in NRIC/ Passport):

NRIC/ Passport No/  
Others:

Date of Birth  
(DD/MM/YYYY):

Gender

☐ Male

☐ Female

Marital Status

☐ Single

☐ Married

☐ Others: .....

Nationality

☐ Malaysian

☐ Non Malaysian (Please specify Country/Citizenship below):

Country: ..... Citizenship: .....

Race

☐ Bumiputra ☐ Chinese ☐ Indian

☐ Others: .....

Occupation

☐ Student

☐ Non- Executive

☐ Executive

☐ Management

☐ Director

☐ Businessman

☐ Professional

☐ Pensioner

☐ Unemployed

☐ Others (please specify): .....

Estimated Annual Income ☐ Below RM72,000 ☐ RM72,001 to RM120,000 ☐ RM120,001 to RM300,000 ☐ RM300,001 to RM600,000 ☐ RM600,001 and above ☐ N/A

Source of Income ☐ Business ☐ Employment ☐ N/A ☐ Others .....

Purpose of Investment ☐ Savings ☐ Retirement ☐ Children Education ☐ Others (please specify) .....

Religion ☐ Islam ☐ Christian ☐ Hindu ☐ Buddhist ☐ Others: .....

Mother's Maiden Name:

EPF No:

### BUSINESS / EMPLOYMENT DETAILS – PRINCIPAL APPLICANT

Name of Company/Employer:

Nature of Business:

Designation:

Phone No: (Office)

Email:

### 2. NON-INDIVIDUAL (COMPANY / INSTITUTION / ASSOCIATION / ORGANIZATION)

Name of Company/ Institution (as per Certificate of Incorporation):

Registration No:

Beneficial Owner (if applicable):

NRIC/ Passport No/  
Others:

Nature of Business:

Date of Incorporation  
(DD/MM/YYYY):

Status

☐ Incorporated in Malaysia, Bumiputra Controlled

☐ Incorporated in Malaysia, Non-Bumiputra Controlled

☐ Incorporated outside Malaysia

☐ Others (please specify) .....

Source of Income

☐ Disposal of non-core business / assets / investments

☐ Fund raising exercise such as rights issue

☐ Cash in hand / surplus fund / working capital

☐ Others (please specify) .....

Authorised Contact Person:

Phone No:

Email:

Authorised Contact Person:

Phone No:

Email:

### 3. INDIVIDUAL – JOINT APPLICANT

Full Name (as in NRIC/ Passport):

NRIC/ Passport No/  
Others:

Date of Birth  
(DD/MM/YYYY):

Gender

☐ Male

☐ Female

Marital Status

☐ Single

☐ Married

☐ Other: .....

Nationality

☐ Malaysian

☐ Non Malaysian (please specify Country/Citizenship below):

Country: ..... Citizenship: .....

Race

☐ Bumiputra ☐ Chinese ☐ Indian

☐ Others: .....

Occupation

☐ Student

☐ Non- Executive

☐ Executive

☐ Management

☐ Director

☐ Businessman

☐ Professional

☐ Pensioner

☐ Unemployed

☐ Others (please specify): .....

Estimated Annual Income ☐ Below RM72,000 ☐ RM72,001 to RM120,000 ☐ RM120,001 to RM300,000 ☐ RM300,001 to RM600,000 ☐ RM600,001 and above ☐ N/A

Source of Income ☐ Business ☐ Employment ☐ N/A ☐ Others .....

Religion ☐ Islam ☐ Christian ☐ Hindu ☐ Buddhist ☐ Others: .....

Relationship with Principal Applicant:

Phone No: (House)

Mobile No:

Email:

<b>BUSINESS / EMPLOYMENT DETAILS – JOINT APPLICANT</b>			
Name of Company/Employer:		Nature of Business:	
Designation:	Phone No: (Office)	Email:	
<b>4. CORRESPONDENCE ADDRESS (INDIVIDUAL &amp; NON-INDIVIDUAL)</b> <i>(Please select "one" of the address provided below to be your Correspondence Address)</i>			
Permanent/Home Address:			<input type="checkbox"/> <b>Please select if this is your preferred Correspondence Address:</b>
Postcode:	Town:	State:	Country:
Phone No: (House)	Mobile No:	Email:	
Business/Office Address:			<input type="checkbox"/> <b>Please select if this is your preferred Correspondence Address:</b>
Postcode:	Town:	State:	Country:
Phone No: (Office)	Fax No:	Email:	

<b>If you are using P.O. Box, please indicate reason for using the address:</b> <input type="checkbox"/> No postal service available <input type="checkbox"/> Others (please specify): .....
---

<b>5. INITIAL INVESTMENT</b>					
	Fund Name	Distribution Instruction*		RM	
1.		<input type="checkbox"/> Reinvest	<input type="checkbox"/> Payout		
2.		<input type="checkbox"/> Reinvest	<input type="checkbox"/> Payout		
3.		<input type="checkbox"/> Reinvest	<input type="checkbox"/> Payout		
4.		<input type="checkbox"/> Reinvest	<input type="checkbox"/> Payout		
5.		<input type="checkbox"/> Reinvest	<input type="checkbox"/> Payout		
				<b>Total</b>	
<i>* Not applicable for 3<sup>rd</sup> party funds.</i>					
Source of Investment: <input type="checkbox"/> Business <input type="checkbox"/> Investment Proceed <input type="checkbox"/> Employment <input type="checkbox"/> Savings <input type="checkbox"/> EPF <input type="checkbox"/> Inheritance <input type="checkbox"/> Others .....					

<b>6. INVESTMENT PAYMENT DETAILS</b>	
<input type="checkbox"/> Personal Cheque/ Bank Draft/ Money Order/ Cashier's Order No ..... <input type="checkbox"/> Over the counter transaction through the bank* <input type="checkbox"/> Online/Telegraphic Transfer* <input type="checkbox"/> Employees Providend Fund (EPF) <i>*Enclose original slip/fund transfer receipt and print screen of bank account details</i>	
<input type="checkbox"/> Regular Saving Plan (refer notes & conditions) and please attached completed Direct Debit Authorisation Form <div style="display: flex; justify-content: space-between;"> <span>Bank Account Name .....</span> <span>Bank Account No .....</span> <div style="text-align: right;"> <input type="checkbox"/> Savings    <input type="checkbox"/> Current         </div> </div>	

<b>7. ACCOUNT OPERATING INSTRUCTION</b> <b>For Joint Application,</b> please tick (✓) for future transaction. If no instruction given, Principal Applicant is recognised as the authorised signatory.	
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Principal Applicant To Sign      <input type="checkbox"/> Either One To Sign      <input type="checkbox"/> Both To Sign         </div>	

<b>8. TAX RESIDENCY STATUS</b>	
<b>(A) FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") DECLARATION</b> <i>(Note: Only individual investors are required to complete the following U.S. indicia questionnaire, legal entity(s) or corporate clients do not have to complete the following U.S. indicia questionnaire)</i>	
<b><u>U.S Indicia Questionnaire:</u></b> Do you possess any of the following U.S. indicia ? If yes, please indicate.	
1. U.S. citizen/tax resident (U.S. passport/ green card holder, U.S taxpayer, etc.) ?	<input type="checkbox"/> No <input type="checkbox"/> Yes
2. U.S. place of birth?	<input type="checkbox"/> No <input type="checkbox"/> Yes
3. U.S. address (residence/ mailing/ P.O Box) ?	<input type="checkbox"/> No <input type="checkbox"/> Yes
4. U.S. telephone number?	<input type="checkbox"/> No <input type="checkbox"/> Yes
5. Standing instructions to pay amounts from TAIM account to an account maintained in the U.S ?	<input type="checkbox"/> No <input type="checkbox"/> Yes

**I/We hereby declare that I am/we are**☐ Non-U.S. Individual(s) with no U.S. indicia☐ Non-U.S. Individual(s) with U.S. indicia / Non-U.S. Legal Entity(s) (provide Form W-8)

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

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

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

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

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

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

☐ Individual applicant - complete and sign CRS Self-Certification Form (Individual), page 7

☐ Non-Individual applicant - complete and sign (i) CRS Self-Certification Form (Entity), page 9 & 10  
(ii) CRS Self-Certification Form (Controlling Person), page 13 & 14

**9. DECLARATION & SIGNATURE(S)**

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

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

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

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

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

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

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

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

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

I/We declare to not be of undischarged bankrupt not has any petition for bankruptcy been filed against me/us.

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

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

Principal Applicant / Authorised Signatory 1		Date		Joint Applicant / Authorised Signatory 2 (if any)		Date		Company Seal or Stamp	
<input type="checkbox"/> UTC <input type="checkbox"/> IUTA <input type="checkbox"/> Business Centre <input type="checkbox"/> TAIM, HQ	Name:		Remarks				Attended By/ Date		
	Code:						Approved By/ Date		
	Date:		Received By/Date		Processed By/Date		Verified By/ Date		

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

**Note:**

- All investors should complete the suitability assessment form (SA), including the first time investor, investor who wants to invest in different category of fund from his/her earlier risk profile result and for same investor who maintain the investment account with different agent.
- Only High Net-Worth Entity may opt out from completing the SA.
- For joint account, the principal applicant answers for Section 1A and 1B will be treated as representing the joint response of both (principal & joint) applicant and both agreed to declare and sign at Section 4.
- Investor who has previously fill-up the SA and who plans to top-up his/her investment in an existing Fund with TAIM is not required to fill-up the SA.

All information will be treated with strictest confidence.

**Section 1 – Suitability Assessment**

Please circle your scores:

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

Total Score	Tick (✓)	Type of Fund	Your Investment Profile
<b>Below 30 points</b>		<b>-Low Risk</b>	<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.
<b>30 – 69 points</b>		<b>-Low Risk -Medium Risk</b>	<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.
<b>Above 70 points</b>		<b>-Low Risk -Medium Risk -High Risk</b>	<b>Aggressive</b> You seek capital growth over the long-term and are prepared to accept higher amount of risk of your potential capital appreciation.

## Section 2 - Funds Choice according to Risk Profile

### TAIM Funds

Low Risk	Medium Risk	High Risk
➤ TAICP	➤ TAGF ➤ TAIF ➤ TIF ➤ TAIB	➤ TRFIF ➤ TAREITs ➤ TADG50 ➤ TACF ➤ TASF ➤ TADO ➤ TASEA ➤ TAGAAF ➤ TAEURO ➤ TADIF ➤ TADF ➤ TABRIC ➤ TAGTF ➤ TADA

### THIRD PARTY Fund's

Fund Name: \_\_\_\_\_

## Section 3 - Recommendations Section

Investor(s) Investment Choice(s) is/are:

1. .... 3. ....  
2. .... 4. ....

## Section 4 - Investor's Declaration

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

Principal Applicant/  
Authorised Signatory 1  
Date:

Joint Applicant/  
Authorised Signatory 2  
Date:

Company Seal or Stamp

## Section 5 - Adviser's - Unit Trust Consultant (UTC) /Institutional Unit Trust Advisers (IUTA) Declaration

I declare that:

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

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 us and provide an updated self-certification.
- Please fill in this form if you are an individual account holder, sole trader or sole proprietor.
- For joint or multiple account holders, use a separate form for each individual person.
- Where you need to self-certify on behalf of an entity account holder, do not use this form. Instead, you will need to complete an "Entity tax residency self-certification form". Similarly, if you are a controlling person of an entity, please fill in a "Controlling person tax residency self-certification form" instead of this form.
- Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act ("FATCA"), you may still need to provide additional information for the CRS as this is a separate regulation.

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

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



Please complete in **BLOCK LETTERS**

☐ First Applicant

☐ Joint Applicant

**PART 1. IDENTIFICATION OF INDIVIDUAL ACCOUNT HOLDER**

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 holders 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:

Name:

Date:

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

Capacity: .....

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

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

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

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

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

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

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

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

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

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

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

**PART 3. ENTITY TYPE**

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

**1. Financial Institution**

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

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

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

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

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

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

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

**PART 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.

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

### Account Holder

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

### Active NFE

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

- active NFEs by reason of income and assets;
- publicly traded NFEs;
- Governmental Entities, International Organisation, Central Banks, or their wholly owned Entities;
- holding NFEs that are members of a nonfinancial groups;
- start-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 us and provide an updated self-certification.
- Please fill in this form if the account holder is a Passive NFE, or an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.
- Where you need to self-certify on behalf of an entity account holder, do not use form. Instead, you will need an "Entity tax residency self-certification". Similarly, if you're an individual account holder, sole trader or sole proprietor, then please complete an "Individual tax residency self-certification".
- If you are filling in this form on behalf of a controlling person, please tell us in what capacity you are signing this form. (For example you may be the Passive NFE Account Holder, or completing the form under a power of attorney).
- For joint or multiple controlling persons, use a separate form for each individual person.
- Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act ("FATCA"), you may still need to provide additional information for the CRS as this is a separate regulation.

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

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

Please complete in **BLOCK LETTERS**
**PART 1. IDENTIFICATION OF CONTROLLING PERSON**
**A. Name of Controlling Person**

First Name (Given Name)

Last Name (Family Name)

Identification No.

*If your legal name is a single name, the first name data element should be completed as "NFN" (No First Name) and the last name field should be completed with account holders 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 <b>Entity 1</b>	
Legal Name of <b>Entity 2</b>	
Legal Name of <b>Entity 3</b>	

**PART 2. TAX RESIDENCY DECLARATION**

Please tick one option and complete as appropriate:

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

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

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

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

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

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

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

**PART 3. TYPE OF CONTROLLING PERSON**

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

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

**PART 4. DECLARATION & SIGNATURE**

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

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

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

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

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

Signature:

Name:

Date:

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

Capacity: .....



## DEFINITIONS

### Account Holder

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

### Controlling Person

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

### Controlling Person of a trust

Means the settlor(s) the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). The settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) 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.

**IMPORTANT**

NOTES AND CONDITIONS – 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.

**1. INSTRUCTIONS**

All instructions given or purported to be given via any written or facsimile transmission by the applicant, as named in this Form or otherwise in writing are binding on the applicant. **Duly completed forms or instructions from the applicant are deemed irrevocable.**

**2. DOCUMENTS REQUIRED****a) Principal/Joint Applicant – (Cash Investment)**

- > Account Opening Form;
- > A photocopy of principal/joint applicant NRIC, passport or other form of identification.
- > Payment.

**b) Principal Applicant – (EPF Investment)**

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

**c) Company/Institution/Association**

- > Account Opening Form;
- > The Certificate of Incorporation (if any);
- > The Memorandum and Articles of Association (if any);
- > Form 24 (List of Shareholders) (if any);
- > Form 44 (if any);
- > Form 49 (List of Directos) (if any);
- > The latest Audited Financial Statement;
- > Board Resolution to authorise the investment;
- > A list of authorised signatories & specimen signatures;
- > The payment;
- > The Company Seal or Stamp, if applicable, must be affixed on this form.

TAIM reserve the right to request additional documents from applicant(s) to support the application. Application for investment shall not be 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. JOINT APPLICANT**

- Joint applicant is also required to sign this form.
- A joint applicant who is under 18 years of age need not sign this form. Instead, a photocopy of the NRIC or Birth Certificate is required.
- 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.

**4. ACCOUNT OPERATING INSTRUCTION**

- The operating instruction empowers the authorised signatory(ies) to operate the account.
- All redemption proceeds will be made payable **only** to the **principal applicant**, unless there is a request by the principal applicant that the proceeds be made payable to the joint applicant.
- Proceeds cannot be paid to any third party's account.

**5. PAYMENT**

Investors are advised **NOT** to make payment in cash when purchasing units of the Fund via any UTC/ IUTA. Payment for investment can be made by any of the following methods:

- a) Personal cheque/bank draft/money order/cashier's order
  - b) Over the counter transaction through the bank
  - c) Online/telegraphic transfer
- Personal cheque, bank draft, money order, cashier's order, original deposit slip, online or telegraphic transfer statement must be attached to this form. It must clearly state the Applicant's Full Name, NRIC or Passport Number, Fund Name & Fund Account Number.
  - The applicant may deposit cash/cheque or make payment via online/telegraphic transfer into our **MAYBANK Account** as below.
  - For cheque/bank draft should be crossed and made payable as below.

Fund	Account Number	Payable to
All funds except where indicated otherwise	5143 5640 0987	TAIM CLIENTS' TRUST A/C – COLLECTION
TA Islamic CashPLUS Fund	5643 5150 1744	TAIM CLIENTS' TRUST A/C – TAICPF
Third Party Fund	5143 5672 9223	TAIM CLIENTS' TRUST A/C – IUTA 3RD PARTY

d) 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.

**6. REGULAR SAVINGS**

Investment Restrictions

MBB Direct Debit (DDS) – applicable for Maybank Account holders only	MEPS Direct Debit (DD)
Minimum initial investment of RM100 per fund is required to open an account.	Minimum initial investment of RM100 per fund is required to open an account.
Subsequent minimum investment of RM100 per fund will be deducted from the account as stated in the Maybank e-Collection Application Form (e-CAF).	Subsequent minimum investment of RM100 per fund will be deducted from the account as stated in the OCBC DD Authorization Form.
The completed Maybank e-CAF Form to be submitted together with the Account Opening Form.	The completed OCBC DD Authorization Form to be submitted together with the Account Opening Form.
The NAV price per unit will be based on the direct debit deduction which is on the 8 <sup>th</sup> of each month, once the service is effected. If 8 <sup>th</sup> falls on weekend or public holiday then NAV will be based on the next business day. Allow between fifty (50) to eighty (80) days for your DD instructions to be processed and effected by Maybank.	The NAV price per unit will be based on the direct debit deduction which is on the 8 <sup>th</sup> of each month, once the service is effected. If 8 <sup>th</sup> falls on weekend or public holiday then NAV will be based on the next business day. Allow between thirty (30) to sixty (60) days for your DD instructions to be processed and effected by OCBC.
Maybank will impose RM0.50 plus additional RM2.00 per transaction. Unsuccessful transaction due to insufficient funds in the investor bank account will be charged a penalty fee of RM10.00. All charges to be borne by investor.	OCBC will impose RM2.00 processing fee per form (introduced by MEPS) for all types of transaction except for Termination and RM1.00 monthly charges per transaction. All charges to be borne by investor.

DD participating banks are as follows:

Local Bank		Foreign Bank	
Hong Leong Bank	HLBB	OCBC Bank	OCBC
Bank Islam	BIMB	Citibank	CITI
CIMB Bank	CIMB	HSBC Bank	HSBC
Public Bank	PBB	Deutsche Bank	DBB
RHB Bank	RHB	Standard Chartered Bank	SCB
Maybank	MBB	Bank of America Merrill Lynch	BOFA
Bank Kerjasama Rakyat	BKRM		

**7. 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. In the case for EPF Members' Investment Scheme (EPF-MIS) is subject to EPF terms and conditions. For details, please refer relevant Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any).

## 8. DISTRIBUTION INSTRUCTION

- The applicant may choose to receive any distribution declared by either reinvesting the distribution amount for additional units in the Fund or by cheque sent to the applicant at the last correspondence address provided to us;
- Distributions will automatically be re-invested for additional units in the Fund if:
  - No distribution choice is made on the Account Opening Form;
  - The distribution cheque is returned as unclaimed through post;
  - The distribution cheque is uncashed after six (6) months from date of issue;
  - The distribution amount is less than RM50.00 or such other amount as determined by the Manager from time to time;
  - The investment is made through EPF investment scheme; and
  - The investment in third party funds.
- Any change in the existing distribution instruction must submit "Update of Unit Holders Particular" form or in writing. Must be 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.

## 9. 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.

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

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

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

## 11. GENERAL

- This Form must be received by TAIM before **4.00pm** and **before 2.00pm (for investment in Third Party Funds)** and if accepted, will be transacted at the NAV as determined at the end of the Business Day on which this application is received **except for EPF Investment which will be transacted at the NAV as determined at the end of the Business Day on which the EPF disburse the payment to the Manager.**
- For TA Islamic CashPLUS Fund, the transaction of units will be based on NAV at the end of the business day after the application is received. However, for cheque is based on the cheque clearance day.
- No certificates will be issued. Once your application is accepted, you will receive a transaction advice slip from the Manager indicating the number of units allotted and the confirmed NAV within 14 days.
- Applicant utilizing their EPF savings are not allowed to invest in Funds that are not EPF approved.
- All investors will be issued with a Statement of Account together with the Fund's interim and annual report.
- For the wholesale fund(s) investors will be issued with a Monthly Statement of Account, quarterly and annual reports.
- In the case of joint applicants, distribution and tax vouchers will be issued in the name of the first applicant.
- TAIM reserves the right to reassign another qualified person to replace applicant's consultant at any time it deems fit without having to give any reason whatsoever.
- All investors of any particular Fund are eligible to use the Web Facility – AIMS@TA Investment. This web facility will assist investors to administer and track their Unit Trust investments more effectively and efficiently. Log on to [www.tainvest.com.my](http://www.tainvest.com.my) to sign up.
- Cheque processing fee of 50 sen will be charged whenever a cheque is received by a bank for processing, whether for encashment over the counter or for depositing into an account. Applicable also for cheque issued by the bank i.e. banker's cheque/bank draft/cashier's order.
- Good and Service Tax ("GST") has been implemented with effect from 1 April 2015 to replace the Sales Tax and Service Tax ("SST"). Any fee based charges in relation to buying of the units and transferring of units should generally be subject to GST. However, the GST was reduced from 6% to 0% effective 1 June 2018.

## 12. CONTACT DETAILS

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

## 13. INDEMNITY

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

## 14. UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

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

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

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

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

## 15. MONEY LAUNDERING STATEMENTS

The applicant hereby warrants that:-

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

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

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

In accordance with the Act:

- (a) we may charge a fee for processing your request for access; and
  - (b) we may refuse to comply with your request for access or correction in accordance with the Act.
6. Subject to relevant laws, your personal data may be disclosed to:
- (a) our parent company, subsidiaries, related and associated companies;
  - (b) our licensees, co-organisers of events, business partners and service providers;
  - (c) Bursa Malaysia, Securities Commission, Federation of Investment Managers Malaysia, Bank Negara Malaysia, the Police, Malaysian Anti- Corruption Commission, Companies Commission of Malaysia, Registrar of Societies and other supervisory, governmental or relevant authority;
  - (d) any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant laws;
  - (e) the public at large by publishing the same in accordance with the relevant rules of Bursa Malaysia / Securities Commission / Federation of Investment Managers Malaysia;
  - (f) auditors, professional firms or entities; and
  - (g) any other person which TAIM may think fit,
- notwithstanding that any such persons may be outside Malaysia, for any of the above Purposes or any other purpose for which your personal data was to be disclosed at the time of its collection or any other purpose directly related to any of the above Purposes or where such disclosure is required or authorised by law or by the order of a court.
7. Unless otherwise specified by us at the time the personal data is collected, it is obligatory that you supply us with the personal data requested for by us.
8. If you fail to supply to us the above personal data, we may not be able to carry out the Purpose for which you have provided us the personal data and in addition, you may be in breach of the requirements of the relevant rules of Securities Commission / 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 v5.07.2018

HEAD OFFICE	TA Investment Management Berhad 23rd Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur Tel: 03-2031 6603   Fax: 03-2031 4479
MELAKA Business Centre	57A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-288 2687
PENANG Business Centre	15-1-8, Bayan Point Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801   Fax: 04-611 9805
KOTA KINABALU Business Centre	Unit 4-1-02, 1st Floor Block 4, Api-Api Centre Jalan Centre Point 88000 Kota Kinabalu, Sabah Tel: 088-268 023   Fax: 088-248 463
KUCHING Business Centre	L204, 1st Floor Jalan Tunku Abdul Rahman 93100 Kuching, Sarawak Tel: 082-233 203   Fax: 082-232 203
MIRI Business Centre	Lot 1251, 1st Floor, Block 10 Miri Concession Land District Centrepont Commercial Centre Jalan Melayu 98000 Miri, Sarawak Tel: 085-430 415   Fax: 085-436 044