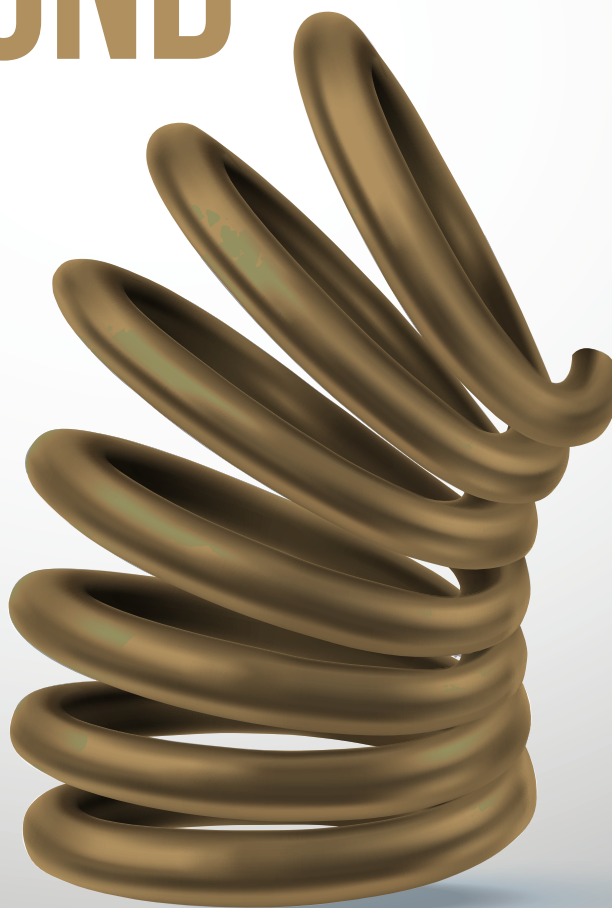


TA FLEXIBLE ASIAN BOND FUND



INFORMATION MEMORANDUM

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

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

This Information Memorandum is dated 13 September 2024.

The date of constitution of the TA Flexible Asian Bond Fund is 5 March 2020.

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE “RISK FACTORS” COMMENCING ON PAGE 17.

THIS IS A REPLACEMENT INFORMATION MEMORANDUM THAT REPLACES AND SUPERCEDES THE INFORMATION MEMORANDUM DATED 28 FEBRUARY 2024 IN RESPECT OF THE TA FLEXIBLE ASIAN BOND FUND.

TABLE OF CONTENTS

	<u>Page No.</u>
RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER.....	1
DEFINITION.....	3
CORPORATE DIRECTORY	7
CHAPTER 1: THE FUND	8
CHAPTER 2: RISK FACTORS	17
2.1 GENERAL RISKS OF INVESTING IN THE FUND	17
2.2 SPECIFIC RISKS RELATED TO THE FUND	18
2.3 SPECIFIC RISKS RELATED TO THE TARGET FUND	19
2.4 RISK MITIGATION	27
CHAPTER 3: THE INFORMATION ON AMUNDI FUNDS ASIA INCOME ESG BOND (“TARGET FUND”)	28
3.1 STRUCTURE AND GOVERNING LAW OF THE SICAV	28
3.2 REGULATORY AUTHORITY WHICH REGULATES THE TARGET FUND	28
3.3 COUNTRY OF DOMICILE OF THE TARGET FUND	28
3.4 FUND LEGISLATION APPLICABLE TO THE TARGET FUND.....	28
3.5 THE MANAGEMENT COMPANY OF THE TARGET FUND	29
3.6 THE INVESTMENT MANAGER OF THE TARGET FUND.....	29
3.7 OBJECTIVE AND INVESTMENT POLICY OF THE TARGET FUND	29
3.8 MANAGEMENT PROCESS OF THE TARGET FUND	30
3.9 SUSTAINABLE INVESTING OF THE TARGET FUND	31
3.10 INVESTMENT RESTRICTIONS AND POWERS OF THE TARGET FUND	33
3.11 MANAGEMENT AND MONITORING OF GLOBAL RISK EXPOSURE OF THE TARGET FUND	38
3.12 MORE ABOUT DERIVATIVES AND TECHNIQUES OF THE TARGET FUND.....	39
3.13 RIGHTS THE TARGET FUND RESERVE	43
3.14 PRICING OF THE TARGET FUND	44
3.15 REDEEMING SHARES OF THE TARGET FUND	45

3.16	FEE CHARGEABLE BY THE TARGET FUND.....	45
CHAPTER 4: TRANSACTION INFORMATION.....		46
4.1	COMPUTING OF NAV AND NAV PER UNIT	46
4.2	PRICING OF UNITS	46
4.3	SALE OF UNITS.....	47
4.4	REDEMPTION OF UNITS	48
4.5	BASES OF VALUATION OF THE ASSETS OF THE FUND AND VALUATION FOR THE FUND	49
4.5.1	Bases of Valuation of the Assets of the Fund	49
4.6	VALUATION FOR THE FUND	50
4.7	DISTRIBUTION PAYMENT	51
CHAPTER 5: THE MANAGER.....		52
5.1	BACKGROUND INFORMATION	52
5.2	ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGER	52
5.3	BOARD OF DIRECTORS.....	52
5.4	INVESTMENT TEAM.....	52
5.5	MATERIAL LITIGATION AND ARBITRATION	52
CHAPTER 6: TRUSTEE.....		53
6.1	ABOUT CIMB COMMERCE TRUSTEE BERHAD	53
6.2	EXPERIENCE AS TRUSTEE TO UNIT TRUST FUNDS	53
6.3	ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE	53
6.4	TRUSTEE'S DELEGATE (CUSTODIAN)	53
6.5	TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION	54
CHAPTER 7: SALIENT TERMS OF THE DEED		55
7.1	RIGHTS AND LIABILITIES OF THE UNIT HOLDERS.....	55
7.2	TERMINATION OF THE FUND.....	55
7.2.1	Termination of the Fund	55
7.2.2	Termination of a Class.....	56
7.3	POWER TO CALL FOR A MEETING BY UNIT HOLDERS	56
7.3.1	Unit Holders' Meeting convened by the Unit Holders	56
7.3.2	Unit Holders' Meeting convened by the Manager.....	56
7.3.3	Unit Holders' Meeting convened by the Trustee	57

Information Memorandum in respect of the TA Flexible Asian Bond Fund

CHAPTER 8: ADDITIONAL INFORMATION	58
8.1 REPORTS AND UP-TO-DATE INFORMATION RELATING TO THE FUND	58
8.2 CUSTOMER SERVICE.....	58
8.3 ANTI-MONEY LAUNDERING POLICY	58
8.4 UNCLAIMED MONEYS POLICY	59
8.5 UNCLAIMED DISTRIBUTION.....	59
CHAPTER 9: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTIONAL UTS ADVISERS AND AUTHORISED DISTRIBUTORS.....	60

RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

Responsibility Statements

This Information Memorandum 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 Information Memorandum false or misleading.

Statements of Disclaimer

The Securities Commission Malaysia has not authorised or recognised the TA Flexible Asian Bond Fund ("Fund") and a copy of this Information Memorandum has not been registered with the Securities Commission Malaysia.

The lodgement of this Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Information Memorandum.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of TA Investment Management Berhad responsible for the Fund and takes no responsibility for the contents in this Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Information Memorandum, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IF INVESTORS ARE UNABLE TO MAKE THEIR OWN EVALUATION, THEY ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS.

Additional Statements

Investors should note that they may seek recourse under the *Capital Markets and Services Act 2007* for breaches of securities laws including any statement in this Information Memorandum that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this Information Memorandum or the conduct of any other person in relation to the Fund.

This Information Memorandum 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 to any US 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 US Person(s) before making an investment in the Fund.

Additional Disclosures on Personal Information

Investors are advised to read and understand the full personal data or information related disclosures which will be given to you together with the application form before purchasing Units of the Fund. The said disclosures consist of, but is not limited to, TA Investment Management Berhad being entitled to transfer, release or disclose from time to time any information relating to the Unit Holders to any of TA Investment Management Berhad's parent company, subsidiaries, associate companies, affiliates, delegates, service providers and/or agents (including any outsourcing agents and/or data processors) for any purpose on the basis that the recipients shall continue to maintain the confidentiality of information disclosed as required by laws, regulations or directives, regulatory agency, government body or authority, or in relation to any legal action to any court.

DEFINITION

For the purpose of this Information Memorandum, all capitalized and non-capitalized reference(s) used in the Target Fund's Prospectus and referred herein shall have the same meaning and be interchangeable.

2010 Law	In relation to the Target Fund, means the Luxembourg law of December 17, 2010 on Undertakings for Collective Investment ("UCIs"), as amended.
Act	Capital Markets and Services Act 2007, which reference shall include all amendments, modifications, alterations, consolidations or re-enactment made thereto or for the time being in force and all statutory instruments, regulations or orders made pursuant thereto or for the time being in force.
Amundi	Amundi group of companies.
AUD	Australian Dollar, the lawful currency of Australia.
AUD Hedged Class	The Class issued by the Fund denominated in AUD that aims to minimise the effect of exchange rate fluctuations between the Base Currency and AUD.
Base Currency	The base currency of the Fund, i.e. USD.
Bursa Malaysia	The stock exchange managed and operated by Bursa Malaysia Securities Berhad and includes any changes to the name or the operator of the Malaysian stock exchange.
Business Day	A day on which Bursa Malaysia is open for trading or banks in Kuala Lumpur are open for business. The Manager may declare certain business days to be a non-business day although Bursa Malaysia or the banks in Kuala Lumpur are open for business. <i>Note: We may declare certain Business Days to be a non-Business Day if the jurisdiction of the Target Fund declares a non-business day and/or if the Target Fund's manager declares a non-dealing day.</i>
Class(es)	Any class of Units representing similar interest in the assets of the Fund.
Deed	The deed dated 5 March 2020 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.
disclosure regulation or SFDR	In relation to the Target Fund, means Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability related disclosures in the financial services sector, as may be amended, supplemented, consolidated, substituted in any form or otherwise modified from time to time.
distressed securities	In relation to the Target Fund, means securities issued by a company, sovereign state or entity that are either in default or in high risk of default.
Eligible Market	An exchange, government securities market or an over-the-counter ("OTC") market: (a) that is regulated by a regulatory authority of that jurisdiction; (b) that is open to the public or to a substantial number of market participants; and (c) on which financial instruments are regularly traded.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

ESG	Environmental, social and governance.
Fund	TA Flexible Asian Bond Fund.
GBP	Pound Sterling, the lawful currency of United Kingdom.
GBP Hedged Class	The Class issued by the Fund denominated in GBP that aims to minimise the effect of exchange rate fluctuations between the Base Currency and GBP.
Guidelines	The Guidelines on Unlisted Capital Market Products Under the Lodge and Launch Framework and other relevant guidelines issued by the SC as may be amended from time to time.
Information Memorandum	The information memorandum in relation to the Fund as may be amended by the supplementary information memorandum or replacement information memorandum from time to time.
Investment Manager	Amundi Singapore Limited.
IUTA / Institutional UTS Adviser	A corporation registered with the Federation of Investment Managers Malaysia ("FIMM") and authorised to market and distribute unit trust schemes of another party.
Last Practicable Date	31 August 2024.
Liquid Assets	Means: <ul style="list-style-type: none">• money market instruments that are dealt in or under the rules of an Eligible Market and whose residual maturity does not exceed twelve (12) months; or• placement in short-term deposits.
Management Company	Amundi Luxembourg S.A.
Member State	In relation to the Target Fund, means a member state of the European Union ("EU") or of the European Economic Area.
MYR Class	The Class issued by the Fund denominated in RM.
MYR Hedged Class	The Class issued by the Fund denominated in RM that aims to minimise the effect of exchange rate fluctuations between the Base Currency and RM.
NAV	Net asset value.
NAV of the Class	The value of the assets of the Fund attributable to a Class less the value of the liabilities of the Fund attributable to such Class at a valuation point.
NAV of the Fund	The value of all the Fund's assets less the value of all the Fund's liabilities at a valuation point.
NAV per Unit	The NAV of the Class divided by the number of Units in circulation of that Class at the same valuation point.
Reinvestment Date	The distribution reinvestment date which shall be within three (3) Business Days after the date of declaration of any distribution.
RM / MYR	Ringgit Malaysia, the lawful currency of Malaysia.
RMB	Renminbi, the lawful currency of the People's Republic of China.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

RMB Hedged Class	The Class issued by the Fund denominated in RMB that aims to minimise the effect of exchange rate fluctuations between the Base Currency and RMB.
RTS	In relation to the Target Fund, means a consolidated set of technical standards defined by European Parliament and the Council, which provide additional detail on the content, methodology and presentation of certain existing disclosure requirements under the Disclosure Regulation and the Taxonomy Regulation.
SC / Securities Commission Malaysia	The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.
SGD	Singapore Dollar, the lawful currency of Singapore.
SGD Hedged Class	The Class issued by the Fund denominated in SGD that aims to minimise the effect of exchange rate fluctuations between the Base Currency and SGD.
SICAV	Amundi Funds, a Luxembourg-domiciled SICAV.
Sophisticated Investor(s)	<p>Any person who:</p> <ul style="list-style-type: none"> (a) is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors, as amended from time to time; or (b) acquires any capital market product specified under the Guidelines where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; or (c) fall under any other category(ies) of investors as may be permitted by the SC from time to time. <p>Note: For more information and/or updates on the definition of “Sophisticated Investor(s)”, please refer to our website at www.tainvest.com.my.</p>
Special Resolution	A resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths of the Unit Holders present and voting at the meeting in person or by proxy” means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund or a Class, “Special Resolution” means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
sustainability factors	In relation to the Target Fund and for the purposes of art. 2.(24) of the SFDR means environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery.
sustainable investment	In relation to the Target Fund and for the purposes of art. 2.(17) of the SFDR means (1) an investment in an economic activity that contributes to an environmental objective, as measured by key resource efficiency indicators on (i) the use of energy, (ii) renewable energy, (iii) raw materials, (iv) water and land, (v) on the production of waste, (vi) greenhouse gas emissions, or (vii) its impact on biodiversity and the circular economy, or (2) an investment in an economic activity that contributes to a social objective (in particular an investment that contributes to tackling inequality or that fosters social cohesion, social

Information Memorandum in respect of the TA Flexible Asian Bond Fund

	integration and labour relations), or (3) an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance. Information on Amundi's methodology to assess if an investment qualifies as a sustainable investment can be found in the Amundi ESG Regulatory Statement available at www.amundi.lu .
sustainability risks	In relation to the Target Fund and for the purposes of art. 2.(22) of the SFDR means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of an investment.
Target Fund	Amundi Funds Asia Income ESG Bond.
Target Fund's Prospectus	The prospectus for the Target Fund dated September 2024 as may be amended and/or supplemented from time to time.
Taxonomy Regulation / TR	In relation to the Target Fund, means regulation 2020/852 of the European Parliament and of the Council of 27th November 2019 on the establishment of a framework to facilitate sustainable investment and amending Regulation (EU) 2019/2088 'disclosure regulation' or 'SFDR'.
Trustee	CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A)).
UCITS	In relation to the Target Fund, means Undertakings for Collective Investment in Transferable Securities.
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	/ Sophisticated Investor(s) registered for the time being as the holder or holders of Units of the Fund, including persons jointly registered.
USD	United States Dollar, the lawful currency of United States of America.
USD Class	The Class issued by the Fund denominated in USD.
Valuation Day	A Business Day on which the price of the Fund is calculated.
We / our / us / the Manager / TAIM	TA Investment Management Berhad (Registration Number: 199501011387 (340588-T)).

CORPORATE DIRECTORY

Manager

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

Registered Address: 34th Floor, Menara TA One
22 Jalan P. Ramlee
50250 Kuala Lumpur

Telephone Number: 03-2072 1277

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

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

Trustee

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

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

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

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

Telephone Number: 03-2261 8888
Facsimile Number: 03-2261 9894
Email Address: ss.corptrust@cimb.com
Website: www.cimb.com

CHAPTER 1: THE FUND

FUND INFORMATION	
Fund Name	TA Flexible Asian Bond Fund
Fund Category	Feeder Fund (Fixed Income)
Base Currency	United States Dollar
Class(es) of Units	<ul style="list-style-type: none"> • USD Class • MYR Class • AUD Hedged Class • SGD Hedged Class • GBP Hedged Class • MYR Hedged Class • RMB Hedged Class <p>Note: <i>The Manager may offer additional Class(es) from time to time at its absolute discretion by way of a supplementary information memorandum or replacement information memorandum without prior consent from the Unit Holders provided that the offering of such additional Class(es) shall not in the opinion of the Manager prejudice the rights of the existing Unit Holders.</i></p>
Investment Objective	<p>The Fund seeks to achieve a total return from income and capital appreciation.</p> <p><i>Any material change to the Fund's investment objective would require Unit Holders' approval.</i></p>
Investment Strategy	<p>The Fund seeks to achieve its investment objective by investing a minimum of 85% of the Fund's NAV in the Target Fund and the remainder of the Fund's NAV will be invested in Liquid Assets.</p> <p>The Fund may employ currency hedging strategies to hedge the foreign currency exposure to manage the currency risk of the Classes which are not denominated in the Base Currency.</p> <p>If and when the Manager considers the investment in the Target Fund is unable to meet the investment objective of the Fund, the Manager may replace the Target Fund with another collective investment scheme of a similar objective. The Manager will seek Unit Holders' approval before any changes is made.</p> <p>As this is a feeder fund, the Manager will stay invested in the Target Fund as long as the Target Fund's investment objective and strategies will enable the Fund to meet its investment objective. Nevertheless, during adverse market conditions, the Manager may take a temporary defensive position which may be inconsistent with the Fund's strategy by reducing its investment in the Target Fund and increase the Fund's liquidity level by investing in Liquid Assets to safeguard the Unit Holders' interest.</p> <p>Currently, the Manager intends to invest in share class A2 - USD of the Target Fund. The Fund may change its investments in one class of the Target Fund into another class of the Target Fund (which must be</p>

Information Memorandum in respect of the TA Flexible Asian Bond Fund

	denominated in the same currency) if the Manager is of the opinion that the change is in the interest of the Unit Holders. If the Manager wishes to effect such change, the Manager will seek concurrence from the Trustee and the Unit Holders will be notified before implementation of such change. Please refer to Chapter 3: The Information on Amundi Funds Asia Income ESG Bond ("Target Fund") for details of the Target Fund. Investors may obtain a copy of the Target Fund's Prospectus from the Manager upon request.
Asset Allocation	<ul style="list-style-type: none"> • A minimum of 85% of the Fund's NAV will be invested in the Target Fund; and • A maximum of 15% of the Fund's NAV will be invested in Liquid Assets.
Specific Risks Associated with the Fund	<ul style="list-style-type: none"> • Concentration Risk • Currency Risk • Country Risk • Fund Management of the Target Fund Risk • Counterparty Risk • Distribution Out of Capital Risk • Temporary Suspension of the Collective Investment Scheme Risk
Performance Benchmark	<p>Secured Overnight Financing Rate ("SOFR").</p> <p>The Fund adheres to the benchmark of the Target Fund for performance comparison. The Investment Manager is not constrained by the benchmark of the Target Fund for the construction of the portfolio and makes its own investment decisions meaning the performance of the Target Fund may be different from that of the benchmark of the Target Fund. SOFR is an index that does not take into account ESG factors and it is used for performance comparison.</p> <p>Note: The use of benchmark is for performance comparison purposes. Thus, investors are cautioned that the risk profile of the Fund is not the same as the risk profile of the benchmark. There is no guarantee that the Fund will outperform the benchmark.</p> <p>Information on the benchmark of the Fund can be obtained from Bloomberg at www.bloomberg.com or from the Manager upon request. Any change of the Fund's benchmark will be updated on our website and/or the Fund's product highlights sheet.</p>
Investor Profile	<p>The Fund is suitable for Sophisticated Investors who:</p> <ul style="list-style-type: none"> • seek potential total returns through income and capital appreciation; and • are willing to tolerate the risks associated with investing in the Target Fund.
Permitted Investments	<p>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:</p> <ol style="list-style-type: none"> 1. a collective investment scheme including unlisted and listed unit trust fund that is regulated and registered by the relevant authorities in its home jurisdiction; 2. money market instruments; 3. deposits placed with financial institutions; 4. financial derivatives instruments, including but not limited to options, futures contracts, forward contracts and swaps, for hedging purposes; and

Information Memorandum in respect of the TA Flexible Asian Bond Fund

	5. any other investments as may be agreed between the Manager and the Trustee from time to time.
Investment Restrictions and Limits	The Fund is not subject to any investment restriction or limit.

FEES AND CHARGES RELATED TO THE FUND

The table below describes the fees and charges directly incurred by you when you purchase or redeem Units of the Fund. All fees and charges quoted below are exclusive of any taxes and/or duties which may be imposed by the government or relevant authority unless otherwise specified.

SALES CHARGE

Up to 3.00% of the NAV per Unit imposed either by IUTAs, unit trust consultants or the Manager.

All sales charge is to be rounded to two (2) decimal points. We reserve the right to waive and/or reduce the sales charge from time to time at our absolute discretion.

Note: Sophisticated Investors may negotiate for a lower sales charge through the sales and promotional campaigns from time to time; alternatively, Sophisticated Investors may negotiate with their preferred distributors for a lower sales charge. Investment through the distributors shall be subject to their respective terms and conditions.

Illustration on how the sales charge is calculated

Assuming an investor decided to invest RM1,000.00 in the Fund for MYR Hedged Class. The NAV per Unit is RM0.5000 and the sales charge is 3.00% of the NAV per Unit. The sales charge is calculated based on his investment amount and is illustrated as follows:

Investment amount	RM	1,000.00
Number of Units allocated (RM1,000.00 / RM 0.5000)		2,000.00
Add Sales Charge 3.00% of investment amount (3.00% x RM1,000.00)	RM	30.00
Total amount payable by investor	RM	1,030.00

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

REDEMPTION CHARGE

Nil.

SWITCHING FEE

We may impose an administrative fee for a switching transaction from each Class, subject to our discretion.

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

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

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

Information Memorandum in respect of the TA Flexible Asian Bond Fund

TRANSFER FEE	No transfer fee will be imposed for each transfer.
OTHER CHARGES PAYABLE DIRECTLY BY AN INVESTOR WHEN PURCHASING OR REDEEMING THE UNITS	Any applicable bank charges and other bank fees incurred as a result of an application of investment or redemption will be borne by you.
<p><i>The table below describes the fees and charges indirectly incurred by you when you invest in the Fund which may impact the performance of the Fund. All fees and charges quoted below are <u>exclusive</u> of any taxes and/or duties which may be imposed by the government or relevant authority unless otherwise specified.</i></p>	
ANNUAL MANAGEMENT FEE	<p>Up to 1.50% per annum of the NAV of the Fund, calculated and accrued on a daily basis.</p> <p><i>Note: We may, at our own discretion, from time to time, charge an annual management fee that is lower than that stated above. For information on the current annual management fee charged, please refer to our website at https://www.tainvest.com.my/taim-annual-management-fee-trustee-fee/.</i></p> <p><i>Please refer to Section 4.1 Computing of NAV and NAV per Unit on how the annual management fee is calculated.</i></p>
ANNUAL TRUSTEE FEE	<p>Up to 0.04% per annum of the NAV of the Fund, subject to a minimum fee of RM12,000 per annum of the Fund (including local custodian fee but excluding foreign custodian fees and charges).</p> <p><i>For information on the current annual Trustee fee charged, please refer to our website at https://www.tainvest.com.my/taim-annual-management-fee-trustee-fee/. Please refer to Section 4.1 Computing of NAV and NAV per Unit on how the annual trustee fee is calculated.</i></p>
OTHER EXPENSES RELATED TO THE FUND	<p>Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund or each Class may be charged to the Fund or each Class respectively. These would include (but are not limited to) the following:</p> <ul style="list-style-type: none"> (i) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes (if any); (ii) (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; (iii) taxes and other duties charged on the Fund by the government and/or other authorities; (iv) costs, fees and expenses properly incurred by the auditor of the Fund; (v) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund; (vi) 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; (vii) 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; (viii) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;

Information Memorandum in respect of the TA Flexible Asian Bond Fund

	<p>(ix) costs, fees and expenses incurred in engaging any specialists approved by the Trustee for investigating or evaluating any proposed investment of the Fund;</p> <p>(x) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;</p> <p>(xi) expenses incurred in the preparation and audit of the taxation returns and accounts of the Fund, including the printing of, purchasing of stationery and postage for the annual and interim (if any) reports;</p> <p>(xii) 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;</p> <p>(xiii) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);</p> <p>(xiv) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;</p> <p>(xv) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;</p> <p>(xvi) expenses and charges incurred in connection with the printing and postage for the annual or quarterly report, tax certificates and other services associated with the administration of the Fund;</p> <p>(xvii) fees in relation to fund accounting;</p> <p>(xviii) costs, fees and expenses incurred for the subscription, renewal and/or licensing of the performance benchmark for the Fund; and</p> <p>(xix) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (i) to (xviii) above.</p>
--	--

Notes:

- We may for any reason and at any time, waive or reduce: (a) any fees (except the annual Trustee's fee¹); (b) other charges payable by you in respect of the Fund; and/or (c) transactional values including but not limited to the Units or amount, for any Unit Holder and/or investments made via any distribution channels or platform.***
- Unit Holders and/or the Fund, shall be responsible for any taxes and/or duties chargeable in respect of all applicable fees, charges and expenses which may be imposed by the government or other authorities from time to time as provided in this Information Memorandum.***

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

TRANSACTION INFORMATION							
Minimum Initial Investment	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
	USD 1,000	RM 1,000	AUD 1,000	SGD 1,000	GBP 1,000	RM 1,000	RMB 1,000
or such other lower amount as we may decide from time to time.							

¹ Any waiver and/or reduction of the annual Trustee's fee will be at the discretion of the Trustee.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

Minimum Additional Investment	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
	USD 100	RM 100	AUD 100	SGD 100	GBP 100	RM 100	RMB 100
or such other lower amount as we may decide from time to time.							
Minimum Redemption	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units
or such other lesser number of Units as we may decide from time to time.							
Note: Unit Holders must hold the minimum holding of Units in their account for each Class if they wish to remain as Unit Holders. The Unit Holder will be deemed to have redeemed all of his Units if his Units fall below the minimum holding amount for each Class and we will pay the redemption proceeds to the Unit Holders.							
Minimum Transfer of Units	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units
or such other lesser number of Units as we may decide from time to time.							
Minimum Holding of Units	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units	500 Units
or such other lesser number of Units as we may decide from time to time.							
Cooling-off Policy	A cooling-off right is not available for the Fund.						
Frequency of Redemption	There is no restriction on the frequency of redemption.						
	A duly completed redemption request must be received by us on or before 4.00 p.m. on a Business Day. Any redemption requests received by us after 4.00 p.m. will be deemed to have been received on the next Business Day.						
Redemption Payment Period	Redemption proceeds will be paid to you within the period set out below based on the respective Classes from the day the redemption request is received by us based on the selected payment method stated in the transaction form received by our head office or any of our business centres.						
	NAV Price		Classes			Payment of Redemption Proceeds	
	Based on redemption request received by TAIM on or before 4.00 p.m. on a Business Day.		USD Class, MYR Class, MYR Hedged Class			Within nine (9) Business Days from the date the transaction form is received.	
			AUD Hedged Class, SGD Hedged Class, GBP Hedged Class, RMB Hedged Class			Within ten (10) Business Days from the date the transaction form is received.	
Switching Facility	Switching is available between the Classes of the Fund and between a Class and any other TAIM's funds (or its class of units), which are denominated in the same currency.						

Information Memorandum in respect of the TA Flexible Asian Bond Fund

	<p>(a) for switching out of the Class:</p> <ul style="list-style-type: none">the minimum switching of Units is 500 Units; andthe minimum holding of Units is 500 Units (after the switch) of the respective Class, unless you are redeeming from the Class entirely. <p>(b) for switching into the Class:</p> <ul style="list-style-type: none">the minimum initial investment amount or the minimum additional investment amount (as the case may be) applicable to the Class that you intend to switch into will be applicable to you. <p><i>Note: The Manager has the discretion to lower the minimum Units for switching from time to time.</i></p> <p>Switching will be made at the prevailing NAV per Unit of the Class to be switched from on a Business Day when the switching request is received and accepted by us on or before the cut off time of 4.00 p.m., subject to any terms and conditions imposed by the intended fund to be switched into, if any. If we receive your switching request after 4.00 p.m., we will process your request on the next Business Day.</p> <p>Please note that the NAV per unit of a fund (or its class of units) to be switched out and the NAV per unit of the fund to be switched into may be of different Business Days. The table below sets as a guide when the Unit Holder switches out of a fund into another fund managed by us. All switches will be transacted based on the NAV per unit of the fund on the same day except for the following:</p> <table><tr><th rowspan="2">Switch Out</th><th rowspan="2">Switch In</th><th colspan="2">Pricing Day (NAV)</th></tr><tr><th>Switch Out</th><th>Switch In</th></tr><tr><td>Non-money market fund*</td><td>Non-money market fund**</td><td>T Day</td><td>T+1 Day</td></tr><tr><td>Non-money market fund</td><td>Money market fund</td><td>T Day</td><td>At the next valuation point, subject to clearance of payment and money received by the intended fund.</td></tr><tr><td>Money market fund</td><td>Money market fund</td><td>T Day</td><td>At the next valuation point, subject to clearance of payment and money received by the intended fund.</td></tr></table> <p><u>Notes:</u></p> <p>* For certain funds with foreign investment exposure, the valuation point may be after the close of Bursa Malaysia but before 5.00 p.m. on the following day in which the Manager is open for business. As a result of having a valuation point on the following day (T+1 day), the NAV of those funds with foreign investment exposure will not be published on the next Business Day but instead will be published the next following Business Day i.e.: two (2) Business Days later (T+2 day).</p> <p>** For funds where the valuation point is on the same day, the NAV of the funds will be published on the following Business Day (T+1 day).</p> <p>Currently, there is no restriction on the frequency to switch. However, we have the discretion to allow or reject any switching into (or out of) the Class, either generally (for all investors) or specifically (for any particular investor or a group of investors). However, switching from an Islamic fund to this Fund is not encouraged especially for Muslim unit holders.</p> <p>The Manager reserves the right to vary the terms and conditions of switching from time to time and the Unit Holders will be notified accordingly.</p>	Switch Out	Switch In	Pricing Day (NAV)		Switch Out	Switch In	Non-money market fund*	Non-money market fund**	T Day	T+1 Day	Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund.	Money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund.
Switch Out	Switch In			Pricing Day (NAV)															
		Switch Out	Switch In																
Non-money market fund*	Non-money market fund**	T Day	T+1 Day																
Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund.																
Money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund.																
Transfer Policy	Unit Holders may transfer all or partial of their Units to another person by completing a transfer form signed by both the transferor and transferee in the presence of a witness.																		

Information Memorandum in respect of the TA Flexible Asian Bond Fund

	<p>For partial transfer of Units, Unit Holders must maintain the minimum holding of Units of the Class or such other lesser number of Units as we may from time to time decide, and be subject to any other terms and conditions which may be applicable to the Class.</p> <p>We may, at our absolute discretion, allow or reject Unit Holders' applications to transfer their Units subject to such terms and conditions as may be stipulated by us from time to time.</p> <p>The person who is in receipt of the Units must be a Sophisticated Investor as well.</p>
Eligibility to Subscribe	<p>The Fund is only offered for sale to Sophisticated Investors.</p> <p>In the event that we become aware that a Unit Holder who is not eligible to apply for Units is in fact holding Units, we shall be deemed to have received a redemption request in respect of such Units on the Business Day following the day we first became aware of the Unit Holder's ineligibility.</p>

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

ADDITIONAL INFORMATION	
Distribution Policy	<p>The Fund intends to distribute income, if any, on a monthly or a quarterly basis, at the Manager's discretion.</p> <p>The distribution, if any, may be made from (1) realised income, (2) realised gains, (3) unrealised income, (4) unrealised gains, (5) capital or (6) a combination of any of the above. The Manager has the right to vary the frequency and/or amounts of distributions.</p> <p>The effects of distributing income out of capital would include but are not limited to the following:</p> <ul style="list-style-type: none"> the value of the investments in the Fund may be reduced; the capital of the Fund may be eroded. <p>The distribution is achieved by forgoing the potential for future capital growth. As a result, the value of future returns would be diminished and there would be an impact on the future growth potential of the Fund as the available assets to grow in the future are the net of the expenses charged to the Fund. Please note that if distribution is made, such distribution is not a forecast, indication or projection of the future performance of the Fund.</p> <p><i>Note: The Manager has the right to make provisions for reserves in respect of distribution of the Fund. If the distribution available is too small or insignificant, any distribution may not be of benefit to the Unit Holders as the total cost to be incurred in any such distribution may be higher than the amount for distribution. The Manager has the discretion to decide on the amount to be distributed to the Unit Holders.</i></p>
Financial Year End	30 November.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

Deed(s)	Principal Deed	5 March 2020
	Supplemental Deed(s)	First Supplemental Deed – 22 February 2024
Avenue for Advice	You may contact our Customer Service at 1-800-38-7147.	
Trustee	CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A)).	
Establishment of other classes	Under the Deed, the Manager has the sole and absolute right to issue and/or establish other, different or new Classes in the Fund with different and/or similar features including but not limited to fees, charges, currency and/or distribution policy without the need to seek Unit Holders' prior approval provided the issuance of such other Classes and the imposition of the terms will not in the opinion of the Manager and the Trustee prejudice the rights of the Unit Holders of the existing Classes. Where a new Class is established or issued, Units in the Fund or any existing Class may be re-designated so long as there is no prejudice to the existing Unit Holders of the Fund as a whole or of such Classes. As at the date of this Information Memorandum, there are seven (7) Classes in the Fund, i.e. USD Class, MYR Class, AUD Hedged Class, SGD Hedged Class, GBP Hedged Class, MYR Hedged Class and RMB Hedged Class.	

You should read and understand the contents of this Information Memorandum and if necessary, consult your adviser(s) before making an investment decision.

CHAPTER 2: RISK FACTORS

We encourage Unit Holders to give careful consideration to the risks associated with the Fund when investing in the Fund and, accordingly, to obtain independent financial and taxation advice before investing in the Fund.

2.1 GENERAL RISKS OF INVESTING IN THE FUND

Below are some of the **general risks** which Unit Holders should be aware of when investing in the Fund:

a) Market Risk

Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets due to economic, political and/or other factors which will result in a decline in the Fund's NAV.

b) Manager Risk

This risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, investment decisions undertaken by the Manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant laws 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 an investor's investment in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce the investor's purchasing power even though the value of the investment in monetary terms has increased.

d) Non-compliance Risk

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

e) Loan Financing Risk

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

f) Operational Risk

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

g) Suspension Risk

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

2.2 SPECIFIC RISKS RELATED TO THE FUND

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

a) Concentration Risk

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

b) Currency Risk

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

(i) Currency risk at the hedged Class level

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

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

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

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

c) Country Risk

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

d) Fund Management of the Target Fund Risk

The Manager has exercised due skill and care in selecting the Target Fund. However, the Manager does not have control over the management of the Target Fund and there is no guarantee that the

investment objective of the Target Fund will be met. This may affect the value of the Unit Holders' investments in the Fund.

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

e) Counterparty Risk

Investors in the hedged Classes of the Fund are subject to counterparty risk on the derivatives contract that may be entered into with the financial institutions for the purpose of hedging strategy. Any default by the counterparty would affect the NAV of the Fund. The Fund will only enter into derivatives contract that are issued by counterparty with a minimum long-term credit rating of investment grade (including gradation and subcategories). Where the counterparty is not rated, the counterparty must be guaranteed by the parent company of the counterparty which has an investment grade credit rating (including gradation and subcategories). In the event where the rating of the counterparty falls below the minimum required, or the counterparty ceases to be rated, analysis will be conducted by the Manager to assess the impact of unwinding the affected trades and replacement cost. The Manager should, within six (6) months or sooner, if the Trustee considers it to be in the best interest of the Unit Holders, take the necessary action to ensure that the requirements are complied with.

f) Distribution Out of Capital Risk

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

g) Temporary Suspension of the Collective Investment Scheme Risk

The Management Company has the right to suspend calculation of NAV or transaction of the Target Fund. Please refer to Section 3.13 Rights the Target Fund Reserve for more details.

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

To avoid suspension of the Fund, the Fund will hold adequate Liquid Assets (up to 15% of the Fund's NAV) and if the Liquid Assets are insufficient to meet redemption requests, the Manager may seek temporary financing if this is in the best interests of Unit Holders. If the Manager has exhausted all possible avenues to avoid a suspension of the Fund, the Manager may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units where it is impractical for the Manager to calculate the NAV of the Fund due to market value or fair value of the investment in the Target Fund cannot be determined.

Please note that during the suspension period, there will be no NAV per Unit available and hence, any application for subscription, redemption or switching of Units received by the Manager during the suspension period will only be accepted and processed on the next Business Day after the cessation of the suspension. Unit Holders will be notified of the suspension and when the suspension is lifted.

2.3 SPECIFIC RISKS RELATED TO THE TARGET FUND

The risk information in this section is intended to give an idea of the main and material risks associated with the Target Fund. Any of these risks could cause the Target Fund to lose money, to perform less well than similar investments, to experience high volatility (ups and downs in NAV of

the Target Fund), or to fail to meet its objective over any period of time. Investors should also read “Risk Descriptions” in the Target Fund’s Prospectus for a full risk description in relation to the Target Fund.

a) Collateral Management Risk

Counterparty risk arising from investments in OTC financial derivative instruments and securities lending transactions[#] and repurchase agreements is generally mitigated by the transfer or pledge of collateral in favor of the Target Fund. However, transactions may not be fully collateralised. Fees and returns due to the Target Fund may not be collateralised. If a counterparty defaults, the Target Fund may need to sell non-cash collateral received at prevailing market prices. In such a case the Target Fund could realise a loss due, inter alia, to inaccurate pricing or monitoring of the collateral, adverse market movements, deterioration in the credit rating of issuers of the collateral or illiquidity of the market on which the collateral is traded. Difficulties in selling collateral may delay or restrict the ability of the Target Fund to meet redemption requests.

The Target Fund may also incur a loss in reinvesting cash collateral received, where permitted. Such a loss may arise due to a decline in the value of the investments made. A decline in the value of such investments would reduce the amount of collateral available to be returned by the Target Fund to the counterparty as required by the terms of the transaction. The Target Fund would be required to cover the difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Target Fund.

b) Concentration Risk

To the extent that the Target Fund invests a large portion of its assets in a limited number of industries, sectors, or issuers, or within a limited geographical area, it can be more risky than a fund that invests more broadly.

When the Target Fund invests a large portion of its assets in a particular issuer, industry, type of bond, country or region, or in a series of closely interconnected economies, its performance will be more strongly affected by any business, economic, financial, market or political conditions affecting the area of concentration. This can mean both higher volatility and a greater risk of loss.

c) Contingent Convertible Bonds (“Cocos”) Risk

These include risks related to the characteristics of these almost perpetual securities: Coupon cancellation, partial or total reduction in the value of the security, conversion of the bond into equity, reimbursement of principal and coupon payments “subordinate” to those of other creditors with senior bonds, the possibility to call during life at predetermined levels or to extend the call. These conditions can be triggered, in whole or part, either due to financial ratios at level of the issuer or by discretionary and arbitrary decision of the latter or with the approval of the competent supervisory authority. Such securities are also innovative, yet untested and may therefore be subject to reaction of the market that may not be anticipated and that may affect their valuation and liquidity. The attractive yield offered by such securities compared to similarly rated debts may be the result of investors’ undervalued risk assessment and capacity to face adverse events. Occurrence of any such risks may cause a decrease in the NAV of the Target Fund.

d) Counterparty Risk

An entity with which the Target Fund does business (e.g. entering into OTC derivative agreements or efficient portfolio management (“EPM”) techniques such as repurchase or securities lending transactions[#]) could become unwilling or unable to meet its obligations to the Target Fund.

e) Country Risk – China

In China, it is uncertain whether a court would protect the Target Fund’s right to securities it may purchase via the Shanghai-Hong Kong Stock Connect or other programs, whose regulations are untested and subject to change. The structure of these schemes does not require full accountability

[#] As of the date of the Target Fund’s Prospectus, the Target Fund does not undertake securities lending transactions and reverse repurchase transactions.

of some of its component entities and leaves investors such as the Target Fund with relatively little standing to take legal action in China. In addition, the security exchanges in China may tax or limit short-swing profits, recall eligible stocks, set maximum trading volumes (at the investor level or at the market level) or may otherwise limit or delay trading.

Concerning investments in Chinese debt instruments, many of them do not have rating assigned by international credit agencies. The Target Fund investing in Chinese debt instruments may therefore make use of internal credit ratings or those from an onshore credit rating agency or both. The internal credit ratings rely on methodologies for the assessment of the credit quality address the profitability, solvency and liquidity, based on specific quantitative and qualitative elements that vary depending on the type of issuers and the type of asset class/instrument. The methodologies take into account quantitative and qualitative indicators that make it possible to assess in a prudent, systematic and permanent manner the reliability of the information and the visibility in the short and medium term for the viability of the issuer and issuances.

The credit appraisal system in China may be considered to be at an early stage of development. The same rating scale may be interpreted differently by different local rating agencies as there is no standard credit rating methodology used in investment appraisal. The ratings assigned may not reflect the actual financial strength of the appraised instrument. Credit ratings assigned by a rating agency should not be considered absolute standards of credit quality and do not evaluate market risks. An issuer's current financial condition may be better or worse than a rating indicates as rating agencies may fail to make timely changes to credit ratings.

f) Credit Risk

A bond or money market security could lose value if the issuer's financial health deteriorates.

If the financial health of the issuer of a bond or money market security weakens, or if the market believes it may weaken, the value of the bond or money market security may fall. The lower the credit quality of the debt, the greater the credit risk.

In some cases an individual issuer could go into default (see "Default Risk" below), even though ordinary conditions prevail in the general market.

g) Custody risk

Assets of the Target Fund are safe kept by the depositary of the Target Fund and shareholders of the Target Fund are exposed to the risk of the depositary of the Target Fund not being able to fully meet its obligation to reconstitute in a short time frame all of the assets of the Target Fund in the case of bankruptcy of the depositary of the Target Fund. Securities of the Target Fund will normally be identified in the depositary of the Target Fund's books as belonging to the Target Fund and segregated from other assets of the depositary of the Target Fund which mitigates but does not exclude the risk of non-restitution in case of bankruptcy. However, no such segregation applies to cash which increases the risk of non-restitution of cash in case of bankruptcy. The depositary of the Target Fund does not keep all the assets of the Target Fund itself but uses a network of sub-depositaries which are not necessarily part of the same group of companies as the depositary of the Target Fund. Shareholders of the Target Fund are exposed to the risk of bankruptcy of the sub-depositaries, to the extent that the depositary of the Target Fund may face difficulties ensuring the restitution of the securities to the Target Fund in all or in part or a timely manner. The Target Fund may invest in markets which custodial and/or settlement systems are not fully developed and is thus exposed to additional risks.

h) Currency Risk

Changes in currency exchange rates could reduce investment gains or increase investment losses, in some cases significantly.

Exchange rates can change rapidly and unpredictably, and it may be difficult for the Target Fund to unwind its exposure to a given currency in time to avoid losses.

i) Default Risk

The issuers of certain bonds could become unable to make payments on their bonds.

j) Derivatives Risk

Certain derivatives could behave unexpectedly or could expose the Target Fund to losses that are significantly greater than the cost of the derivative.

Derivatives in general are highly volatile and do not carry any voting rights. The pricing and volatility of many derivatives (especially credit default swaps) may diverge from strictly reflecting the pricing or volatility of their underlying reference(s). In difficult market conditions, it may be impossible or unfeasible to place orders that would limit or offset the market exposure or losses created by certain derivatives.

k) Distressed Securities Risk

The Target Fund may hold securities, which are Distressed Securities or, may, in accordance with the investment policies of the Target Fund, invest in Distressed Securities. Distressed Securities involve significant risk. Such investments are highly volatile and are made, when the Investment Manager believes, the investment will yield an attractive return based on the level of discount on price compared to perceived fair value of the security, or where there is a prospect of the issuer making a favorable exchange offer or plan of reorganisation. There can be no assurances that an exchange offer or reorganisation will occur or that any securities or other assets received will not have a lower value or income potential than anticipated at the time of investment. In addition, a significant period may pass between the time at which the investment in Distressed Securities is made and the time that any such exchange, offer or plan of reorganisation is completed. Distressed Securities may frequently not produce income while they are outstanding and there will be significant uncertainty as to whether fair value will be achieved or whether any exchange offer or plan of reorganisation will be completed. There may be a requirement for the Target Fund to bear certain expenses which are incurred to protect and recover its investment in Distressed Securities, or which arise in the course of negotiations surrounding any potential exchange or plan of reorganisation. Furthermore, constraints on investment decisions and actions with respect to Distressed Securities due to tax considerations may affect the return realised on Distressed Securities. The Target Fund's investments in Distressed Securities may include issuers with substantial capital needs or negative net worth or issuers that are, have been or may become, involved in bankruptcy or reorganisation proceedings. The Target Fund may be required to sell its investment at a loss or hold its investment pending bankruptcy proceedings.

l) Emerging Markets Risk

Emerging markets are less established than developed markets and therefore involve higher risks, particularly market, liquidity, currency risks and interest rate risks, and the risk of higher volatility.

Reasons for this higher risk may include:

- political, economic, or social instability
- fiscal mismanagement or inflationary policies
- unfavorable changes in regulations and laws and uncertainty about their interpretation
- failure to enforce laws or regulations, or to recognise the rights of investors as understood in developed markets
- excessive fees, trading costs or taxation, or outright seizure of assets
- rules or practices that place outside investors at a disadvantage
- incomplete, misleading, or inaccurate information about securities issuers
- lack of uniform accounting, auditing and financial reporting standards
- manipulation of market prices by large investors
- arbitrary delays and market closures
- fraud, corruption and error

Emerging markets countries may restrict securities ownership by outsiders or may have less regulated custody practices, leaving the Target Fund more vulnerable to losses and less able to pursue recourse.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

In countries where, either because of regulations or for efficiency, the Target Fund uses depository receipts (tradable certificates issued by the actual owner of the underlying securities), P-notes or similar instruments to gain investment exposure, the Target Fund takes on risks that are not present with direct investment. These instruments involve counterparty risk (since they depend on the creditworthiness of the issuer) and liquidity risk, may trade at prices that are below the value of their underlying securities, and may fail to pass along to the Target Fund some of the rights (such as voting rights) it would have if it owned the underlying securities directly.

To the extent that emerging markets are in different time zones from Luxembourg, the Target Fund might not be able to react in a timely fashion to price movements that occur during hours when the Target Fund is not open for business.

For purposes of risk, the category of emerging markets includes markets that are less developed, such as most countries in Asia, Africa, South America and Eastern Europe, as well as countries that have successful economies but may not offer the same level of investor protection as exists in, for example, Western Europe, the United States of America and Japan.

m) Hedging Risk

Any attempts to hedge (reduce or eliminate certain risks) may not work as intended, and to the extent that they do work, they will generally eliminate potentials for gain along with risks of loss.

Any measures that the Target Fund takes that are designed to offset specific risks may work imperfectly, may not be feasible at times, or may fail completely. To the extent that no hedge exists, the Target Fund will be exposed to all risks that the hedge would have protected against.

The Target Fund may use hedging within its portfolio. With respect to any designated share classes of the Target Fund, the Target Fund may hedge either the currency exposure of the class (relative to the currency exposure(s) of the relevant portfolio or reference currency). Hedging involves costs, which reduce investment performance.

n) High Yield Risk

The high yield debt securities involve special considerations and risks, including the risks associated with international investing generally, such as currency fluctuations, the risks of investing in countries with smaller capital markets, limited liquidity, price volatility and restrictions on foreign investment.

Investment in high yield debt securities is subject to risks of interest rate, currency, market, credit and security. Compared to investment-grade bonds, the high yield bonds are normally lower-rated securities and will usually offer higher yields to compensate for the reduced creditworthiness or increased risk of default that these securities carry.

o) Interest Rate Risk

When interest rates rise, bond values generally fall. This risk is generally greater the longer the maturity of a bond investment.

p) Investment Fund Risk

As with any investment fund, investing in the Target Fund involves certain risks an investor would not face if investing in markets directly:

- the actions of other investors, in particular sudden large outflows of cash, could interfere with orderly management of the Target Fund and cause its NAV to fall
- the investor cannot direct or influence how money is invested while it is in the Target Fund
- the Target Fund's buying and selling of investments may not be optimal for the tax efficiency of any given investor
- the Target Fund is subject to various investment laws and regulations that limit the use of certain securities and investment techniques that might improve performance; to the extent that the Target Fund decides to register in jurisdictions that impose narrower limits, this decision could further limit its investment activities

- because the Target Fund is based in Luxembourg, any protections that would have been provided by other regulators (including, for investors outside Luxembourg, those of their home regulator) may not apply
- because the Target Fund shares are not publicly traded, the only option for liquidating shares is generally redemption, which could be subject to delays and any other redemption policies set by the Target Fund
- to the extent that the Target Fund invests in other UCITS / UCIs, it may incur a second layer of investment fees, which will further erode any investment gains
- to the extent that the Target Fund uses EPM techniques, such as securities lending[#], repurchase transactions and reverse repurchase transactions[#] as well as total return swap ("TRS"), and in particular if it reinvests collateral associated with these techniques, the Target Fund takes on counterparty, liquidity, legal, custody (e.g. absence of the assets' segregation) and operational risks, which can have an impact on the performance of the Target Fund. To the extent that related parties (companies of the same group as the Management Company or as the Investment Manager or as the sub-investment manager) may intervene as either counterparty or agent (or in any other role) in EPM operations, and in particular in securities lending[#] operations, a potential conflict of interest risk may arise. The Management Company is responsible for managing any conflict that might arise and avoid that such conflicts negatively impact shareholders. All the revenues arising from repurchase transactions and stock lending transactions shall be returned to the Target Fund following the deduction of any direct and indirect operational costs and fees. Such direct and indirect operational costs and fees, which shall not include hidden revenue, shall include fees and expenses payable to agents or counterparties at normal commercial rates. Amundi group policy for prevention and management of conflicts of interest is available on the website of Amundi (<http://www.amundi.com>).
- the Investment Manager or its designees may at times find their obligations to the Target Fund to be in conflict with their obligations to other investment portfolios they manage (although in such cases, all portfolios will be dealt with equitably)

q) Legal Risk

The use of EPM techniques and financial derivative instruments involves legal risks. The characterization of a transaction or a party's legal capacity to enter into it could render the financial contract unenforceable and the insolvency or bankruptcy of a counterparty could pre-empt otherwise enforceable contract rights.

r) Liquidity Risk

Any security could become hard to value or to sell at a desired time and price. Liquidity risk could affect the Target Fund's ability to repay repurchase proceeds by the deadline stated in the Target Fund's Prospectus. To the extent that the Target Fund uses derivatives to increase its net exposure to any market, rate, basket of securities or other financial reference source, fluctuations in the price of the reference source will be amplified at the Target Fund level.

s) Management Risk

The Target Fund's management team may be wrong in its analysis, assumptions, or projections.

This includes projections concerning industry, market, economic, demographic, or other trends.

t) Market Risk

Prices of many securities change continuously, and can fall based on a wide variety of factors.

Examples of these factors include:

- political and economic news
- government policy
- changes in technology and business practices
- changes in demographics, cultures and populations

[#] As of the date of the Target Fund's Prospectus, the Target Fund does not undertake securities lending transactions and reverse repurchase transactions.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

- natural or human-caused disasters
- weather and climate patterns
- scientific or investigative discoveries
- costs and availability of energy, commodities and natural resources

The effects of market risk can be immediate or gradual, short-term or long-term, narrow or broad.

In particular, commodity market risk may experience significant, sudden price variations that have a direct effect on the valuation of shares and securities that equate to the shares in which the Target Fund may invest and/or indices that the Target Fund may be exposed to.

Moreover, the underlying assets may evolve in a markedly different way from traditional securities markets (equity markets, bond markets etc.).

u) Operational Risk

In any country, but especially in emerging markets, there could be losses due to errors, service disruptions or other failures, as well as fraud, corruption, electronic crime, instability, terrorism or other irregular events. Operational risks may subject the Target Fund to errors affecting valuation, pricing, accounting, tax reporting, financial reporting, and trading, among other things. Operational risks may go undetected for long periods of time, and even if they are detected it may prove impractical to recover prompt or adequate compensation from those responsible.

v) Perpetual Bonds Risk

Bonds without a maturity date and typically callable at pre-determined date(s). It cannot be assumed that the perpetual bond will be called on call date(s). The investor may not receive return of principal as expected on a given call date or indeed at any date. Perpetual bonds may be exposed to additional liquidity risk in certain market conditions. The liquidity for such investments in stressed market environments may be limited, negatively impacting the price they may be sold at, which in turn may negatively impact the Target Fund's performance.

w) Prepayment and Extension Risk

Any unexpected behavior in interest rates could hurt the performance of callable debt securities (securities whose issuers have the right to pay off the security's principal before the maturity date).

When interest rates fall, issuers tend to pay off these securities and reissue new ones at lower interest rates. When this happens, the Target Fund may have no alternative but to reinvest the money from these prepaid securities at a lower rate of interest ("prepayment risk").

At the same time, when interest rates rise, borrowers tend not to prepay their low-interest mortgages. This may lead the Target Fund to receiving below-market yields until interest rates fall or the securities mature ("extension risk"). It can also mean that the Target Fund must either sell the securities at a loss or forgo the opportunity to make other investments that may turn out to have performed better.

The prices and yields of callable securities typically reflect the assumption that they will be paid off at a certain point before maturity. If this prepayment happens when expected, the Target Fund generally will not suffer any adverse effects. However, if it happens substantially earlier or later than expected, it can mean that the Target Fund effectively overpaid for the securities. Other factors as well can affect when or if an individual security is prepaid, including the presence or absence of any optional redemption and mandatory prepayment features, the default rate of the underlying assets and the nature of any turnover in the underlying assets.

Prepayment and extension considerations can also affect the Target Fund's duration, increasing or decreasing sensitivity to interest rates in undesired ways. In some circumstances, the failure of rates to rise or fall when anticipated could cause prepayment or extension risks as well.

x) Sustainable Investment Risk

The Investment Manager considers the principal adverse impact of investment decisions on Sustainability Factors when making investments on behalf of the Target Fund. As indicated in the Target Fund's Prospectus, the Target Fund may also be established with either (i) investment policies that seek to promote environmental and social characteristics or (ii) a Sustainable Investment objective. In managing the Target Fund and in selecting the assets which the Target Fund shall invest in, the Investment Manager applies Amundi's Responsible Investment Policy.

The Target Fund may have an investment universe that focuses on investments in companies that meet specific criteria including ESG scores and relate to certain sustainable development themes and demonstrate adherence to environmental, social and corporate governance practices. Accordingly, the universe of investments of the Target Fund may be smaller than that of other funds. The Target Fund may (i) underperform the market as a whole if such investments underperform the market and/or (ii) underperform relative to other funds that do not utilise ESG criteria when selecting investments and/or could cause the Target Fund to sell for ESG related concerns investments that both are performing and subsequently perform well.

Exclusion or disposal of securities of issuers that do not meet certain ESG criteria from the Target Fund's investment universe may cause the Target Fund to perform differently compared to similar funds that do not have such a responsible investment policy and that do not apply ESG screening criteria when selecting investments.

The Target Fund will vote proxies in a manner that is consistent with the relevant ESG exclusionary criteria, which may not always be consistent with maximising the short-term performance of the relevant issuer. Further information relating to Amundi's ESG voting policy may be found in the Amundi's Responsible Investment Policy available at www.amundi.lu.

The selection of assets may rely on a proprietary ESG scoring process that relies partially on third party data. Data provided by third parties may be incomplete, inaccurate or unavailable and as a result, there is a risk that the Investment Manager may incorrectly assess a security or issuer.

y) Use of Techniques and Instruments Risk

Repurchase and reverse repurchase[#] transactions risk

The entering by the Target Fund into repurchase and reverse repurchase[#] transactions involves certain risks and there can be no assurance that the objective sought to be obtained from such use will be achieved. Investors must notably be aware that (1) in the event of the failure of the counterparty with which cash of the Target Fund has been placed there is the risk that collateral received may yield less than the cash placed out, whether because of inaccurate pricing of the collateral, adverse market movements, a deterioration in the credit rating of issuers of the collateral, or the illiquidity of the market in which the collateral is traded; that (2) (i) locking cash in transactions of excessive size or duration, (ii) delays in recovering cash placed out, or (iii) difficulties in realising collateral, may restrict the ability of the Target Fund to meet payment obligations arising from sale requests, security purchases or, more generally, reinvestment. Reinvestment of the cash collateral received in connection with repurchase transactions involves risks associated with the type of investments made and the risk that the value on return of the reinvested cash collateral may decline below the amount owed to the counterparties, and may create a leverage effect which will be taken into account for the calculation of the Target Fund's global exposure. The use of repurchase transactions also involves legal risks. The characterization of a transaction or a party's legal capacity to enter into it could render the financial contract unenforceable and the insolvency or bankruptcy of a counterparty could pre-empt otherwise enforceable contract rights. The use of repurchase transactions also involves operational risk, i.e. the risk of losses due to errors, service disruptions or other failures, as well as fraud, corruption, electronic crime, instability, terrorism or other irregular events in the settlement and accounting process. The Target Fund entering into repurchase transactions may also be exposed to custody risk, i.e. the risk of loss on assets held in custody in the event of a custodian's (or sub-custodian's) insolvency, negligence, fraud, poor administration or inadequate recordkeeping.

[#] As of the date of the Target Fund's Prospectus, the Target Fund does not undertake securities lending transactions and reverse repurchase transactions.

2.4 RISK MITIGATION

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

As this is a feeder fund, the Manager will stay invested in the Target Fund as long as the Target Fund's investment objective and strategies will enable the Fund to meet its investment objective. Nevertheless, during adverse market conditions, the Manager may take a temporary defensive position which may be inconsistent with the Fund's strategy.

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

To avoid suspension of the Fund, the Fund will hold adequate Liquid Assets (up to 15% of the Fund's NAV) and if the Liquid Assets are insufficient to meet redemption requests, the Manager may seek temporary financing if this is in the best interests of Unit Holders. If the Manager has exhausted all possible avenues to avoid a suspension of the Fund, the Manager may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units where it is impractical for the Manager to calculate the NAV of the Fund due to the Manager being unable to determine the market value or fair value of its investment in the Target Fund. Please note that during the suspension period, there will be no NAV per Unit available and hence, any application for subscription, redemption or switching of Units received by the Manager during the suspension period will only be accepted and processed on the next Business Day after the cessation of the suspension. Unit Holders will be notified of the suspension and when the suspension is lifted.

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

- (a) absolute value of the exposure of each individual derivative not involved in netting or hedging arrangements;
- (b) absolute value of the net exposure of each individual derivative after netting or hedging arrangement; and
- (c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC derivatives.

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

CHAPTER 3: THE INFORMATION ON AMUNDI FUNDS ASIA INCOME ESG BOND (“TARGET FUND”)

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

The Manager intends to invest into Amundi Funds Asia Income ESG Bond. The Target Fund was established on 6 December 2023.

Investors may obtain a copy of the Target Fund’s Prospectus from the Manager upon request.

3.1 STRUCTURE AND GOVERNING LAW OF THE SICAV

Amundi Funds is an open-ended investment company organized as a société anonyme and qualifying as a société d’investissement à capital variable (“SICAV”).

The SICAV functions as an “umbrella fund” under which the Target Fund is created and operate. The assets and liabilities of the Target Fund are segregated from those of other sub-funds (meaning that third-party creditors have recourse only to the assets of the sub-fund concerned). The SICAV qualifies as an UCITS under Part 1 of the 2010 Law and some of its sub-funds qualify as money market funds (“MMFs”) under the MMF Regulation². The SICAV is registered on the official list of collective investment undertakings maintained by the Commission de Surveillance du Secteur Financier (“CSSF”).

Any legal disputes involving the SICAV, the depositary or any shareholder will be subject to the jurisdiction of the competent Luxembourg court, although the SICAV or the depositary may submit to a competent court of another jurisdiction when that jurisdiction’s regulations require it. The ability for a shareholder to bring a claim against the SICAV expires five years after the event on which the claim would be based (30 years in the case of claims concerning entitlement to the proceeds of a liquidation).

3.2 REGULATORY AUTHORITY WHICH REGULATES THE TARGET FUND

Commission de Surveillance du Secteur Financier.

3.3 COUNTRY OF DOMICILE OF THE TARGET FUND

Luxembourg.

3.4 FUND LEGISLATION APPLICABLE TO THE TARGET FUND

2010 Law.

² The Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds and Commission Delegated Regulation (EU) 2018/990 of 10 April 2018 amending and supplementing Regulation (EU) 2017/1131 of the European Parliament and of the Council with regard to simple, transparent and standardised (STS) securitisations and asset-backed commercial papers (ABCPs), requirements for assets received as part of reverse repurchase agreements and credit quality assessment methodologies.

3.5 THE MANAGEMENT COMPANY OF THE TARGET FUND

The board of directors of the SICAV has delegated the day-to-day management of the Target Fund to the management company, Amundi Luxembourg S.A. ("Management Company"), which in turn has delegated some of its responsibilities to an investment manager and other service providers.

The Management Company is responsible for investment management, administrative services, marketing services and distribution services. The Management Company also serves as domiciliary agent, in which capacity it is responsible for the administrative work required by law and the articles of incorporation, and for keeping the books and records of the Target Fund and the SICAV. The Management Company is subject to Chapter 15 of the 2010 Law.

The Management Company has the option of delegating to third parties some or all of its responsibilities. For example, so long as it retains control and supervision, the Management Company can appoint one or more investment managers to handle the day-to-day management of the Target Fund's assets, or one or more advisors to provide investment information, recommendations and research concerning prospective and existing investments. The Management Company can also appoint various service providers, and can appoint distributors to market and distribute the Target Fund's shares in any jurisdiction where the shares are approved for sale.

The Management Company was incorporated on 20 December 1996.

3.6 THE INVESTMENT MANAGER OF THE TARGET FUND

The Management Company has delegated the investment management of the Target Fund to the investment manager, Amundi Singapore Limited ("Investment Manager").

The Investment Manager is responsible for day-to-day management of the Target Fund.

Upon request of the board of directors of the SICAV, the Investment Manager may provide advice and assistance to the board of directors of the SICAV in setting investment policy and in determining related matters for the SICAV or for the Target Fund.

The Investment Manager has the option of delegating to investment sub-investment managers, at its own expense and responsibility and with the approval of the board of directors of the SICAV, the Management Company and the CSSF, any or all of its investment management and advisory duties.

3.7 OBJECTIVE AND INVESTMENT POLICY OF THE TARGET FUND

Objective

The Target Fund seeks to increase the value of investor's investment (through income and capital growth), and outperform the benchmark, over the recommended holding period, while achieving an ESG score greater than that of its investment universe.

The Target Fund is managed with consideration to a number of ESG themes in such areas as community involvement and human rights, carbon footprint reduction and other such themes. The Target Fund aims to outperform its investment universe at least in two of those themes.

Benchmark

Secured Overnight Financing Rate ("SOFR"), an index that does not take into account ESG factors. Used for performance comparison.

Portfolio Holdings

The Target Fund invests extensively in corporate and government bonds in Asia, including emerging markets. These investments are mostly denominated in US dollar and some of them are below investment grade.

Specifically, the Target Fund invests at least 80% of net assets in bonds of issuers that are located, or do most of their business, in Asia. Bond investments may include the following up to the stated percentages of net assets:

Information Memorandum in respect of the TA Flexible Asian Bond Fund

- perpetual bonds: 50%
- subordinated bonds: 20%
- contingent convertible bonds (CoCos): 10%
- below investment grade bonds: 40%
- bonds issued in China, either through China Interbank Bond Market ("CIBM") or Bond Connect: 20%
- non-USD bonds denominated in a local currency: 20%
- distressed securities: 10%

The Target Fund invests at least 10% of net assets in green bonds (bonds whose proceeds finance environmental projects).

Other investments: The Target Fund may also invest in, or be exposed to, other types of bonds and in the following up to the stated percentages of net assets:

- equities: 10%
- UCITS/UCIs: 10%

The Target Fund may hold up to 20% of net assets in money market instruments and deposits for treasury management and for the purpose of coping with unusual market conditions.

Non-US dollar investments may or may not be hedged to the US dollar at the discretion of the Investment Manager.

Derivatives and Techniques

The Target Fund intends to use derivatives to reduce various risks (hedging) and costs, and to gain long or short exposure to various assets, markets or other investment opportunities.

The Target Fund intends to use securities financing transactions (please refer to Section 3.12 More about Derivatives and Techniques of the Target Fund).

Recommended holding period

5 years

3.8 MANAGEMENT PROCESS OF THE TARGET FUND

Strategy

In actively managing the Target Fund, the Investment Manager combines market and fundamental analysis to identify the best investment through an unconstrained approach across bond and currency markets, and take advantage of divergences between issuer fundamentals and security valuations (top-down and bottom-up approach) over the different market cycles.

The Investment Manager is not constrained by the benchmark for the construction of the portfolio and makes its own investment decisions meaning the performance of the Target Fund may be different from that of the benchmark.

Sustainability Approach

In seeking to achieve an ESG score greater than its investment universe, the Investment Manager considers sustainability risks and opportunities integral to the investment process. It favours companies with higher ESG scores and excludes issuers based on their controversial behavior or products. The Target Fund also aims to outperform in such themes as carbon footprint reduction, community involvement and human rights.

SFDR product category

Article 8

For more information, see "Sustainable Investing – Taxonomy Regulation" section and sustainability annex in the Target Fund's Prospectus.

3.9 SUSTAINABLE INVESTING OF THE TARGET FUND

Taxonomy Regulation

The Taxonomy Regulation aims to identify economic activities which qualify as environmentally sustainable (the “Sustainable Activities”).

Article 9 of the Taxonomy Regulation identifies such activities according to their contribution to six environmental objectives: (i) climate change mitigation; (ii) climate change adaptation; (iii) sustainable use and protection of water and marine resources; (iv) transition to a circular economy; (v) pollution prevention and control; and (vi) protection and restoration of biodiversity and ecosystems.

An economic activity shall qualify as environmentally sustainable where that economic activity contributes substantially to one or more of the six environmental objectives, does not significantly harm any of the environmental objectives (“do no significant harm” or “DNSH” principle) and is carried out in compliance with the minimum safeguards laid down in Article 18 of the Taxonomy Regulation and complies with technical screening criteria that have been established by the European Commission in accordance with the Taxonomy Regulation. The “do no significant harm” principle applies only to those investments underlying the Target Fund that takes into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of the Target Fund do not take into account the EU criteria for environmentally sustainable economic activities.

The Target Fund identified as Article 8 in its supplement in the Target Fund’s Prospectus may commit or may not commit to invest at the date of the Target Fund’s Prospectus, in economic activities that contribute to the following environmental objectives set out in the Article 9 of the Taxonomy Regulation. For the Target Fund identified as Article 8 the “do no significant harm” principle applies only to those investments underlying the Target Fund, if any, that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of the Target Fund do not take into account the EU criteria for environmentally sustainable economic activities.

For more information on Amundi’s approach to the Taxonomy Regulation please refer to Annex 1 – ESG Related Disclosures to the Target Fund’s Prospectus and to the Amundi Sustainable Finance Statement on www.amundi.lu.

For further details on how the Target Fund complies with the requirements of the Disclosure Regulation, the Taxonomy Regulation and the RTS, please refer to the supplement for the Target Fund, the annual reports and to Annex 1- ESG Related Disclosures to the Target Fund’s Prospectus.

Overview of the Responsible Investment Policy

Since its creation, the Amundi has put responsible investment and corporate responsibility as one of its founding pillars, based on the conviction that economic and financial actors have a greater responsibility towards sustainable society and that ESG is a long-term driver of financial performance.

Amundi considers that, in addition to economic and financial aspects, the integration within the investment decision process of ESG dimensions, including Sustainability Factors and Sustainability Risks allows a more comprehensive assessment of investment risks and opportunities.

Integration of Sustainability Risks by Amundi

Amundi’s approach to sustainability risks relies on three pillars: a targeted exclusion policy, integration of ESG scores in the investment process and stewardship.

Amundi applies targeted exclusion policies to all Amundi’s active investing strategies by excluding companies in contradiction with the Responsible Investment Policy, such as those which do not respect international conventions, internationally recognized frameworks or national regulations.

Amundi has developed its own ESG rating approach. The Amundi ESG rating aims to measure the ESG performance of an issuer, i.e. its ability to anticipate and manage Sustainability Risks and opportunities inherent to its industry and individual circumstances. By using the Amundi ESG ratings, portfolio managers are taking into account Sustainability Risks in their investment decisions.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

Amundi ESG rating process is based on the “Best-in-class” approach. Ratings adapted to each sector of activity aim to assess the dynamics in which companies operate.

ESG rating and analysis is performed within the ESG analysis team of Amundi, which is also used as an independent and complementary input into the decision process as further detailed below.

The Amundi ESG rating is an ESG quantitative score translated into seven grades, ranging from A (the best scores universe) to G (the worst). In the Amundi ESG Rating scale, the securities belonging to the exclusion list correspond to a G.

For corporate issuers, ESG performance is assessed globally and at relevant criteria level by comparison with the average performance of its industry, through the combination of the three ESG dimensions:

1. Environmental dimension: this examines issuers’ ability to control their direct and indirect environmental impact, by limiting their energy consumption, reducing their greenhouse emissions, fighting resource depletion and protecting biodiversity.
2. Social dimension: this measures how an issuer operates on two distinct concepts: the issuer’s strategy to develop its human capital and the respect of human rights in general.
3. Governance dimension: this assesses capability of the issuer to ensure the basis for an effective corporate governance framework and generate value over the long-term.

The methodology applied by Amundi ESG rating uses 38 criteria that are either generic (common to all companies regardless of their activity) or sector specific which are weighted according to sector and considered in terms of their impact on reputation, operational efficiency and regulations in respect of an issuer.

To meet any requirement and expectation of Investment Manager in consideration of the Target Fund management process and the monitoring of constraints associated with a specific sustainable investment objective, the Amundi ESG ratings are likely to be expressed both globally on the three E, S and G dimensions and individually on any of the 38 criteria considered. For more information on the 38 criteria considered by Amundi please refer to the Responsible Investment Policy and Amundi Sustainable Finance Statement available on www.amundi.lu.

The Amundi ESG rating also considers potential negative impacts of the issuer’s activities on Sustainability (principal adverse impact of investment decisions on sustainability factors, as determined by Amundi) including on the following indicators:

- Greenhouse gas emission and Energy Performance (Emissions and Energy Use Criteria)
- Biodiversity (Waste, recycling, biodiversity and pollution Criteria, Responsible Management Forest Criteria)
- Water (Water Criteria)
- Waste (Waste, recycling, biodiversity and pollution Criteria)
- Social and employee matters (Community involvement and human rights criteria, Employment practices Criteria, Board Structure Criteria, Labour Relations Criteria and Health and Safety Criteria)
- Human rights (Community involvement & Human Rights Criteria)
- Anti-corruption and anti-bribery (Ethics Criteria)

The way in which and the extent to which ESG analyses are integrated, for example based on ESG scores, are determined separately for the Target Fund by the Investment Manager.

Stewardship activity is an integral part of Amundi’s ESG strategy. Amundi has developed an active stewardship activity through engagement and voting. The Amundi Engagement Policy applies to all Amundi funds and is included in the Responsible Investment Policy.

More detailed information is included in Amundi’s Responsible Investment Policy and in Amundi Sustainable Finance Statement that are available at www.amundi.lu.

Impact of Sustainability Risks on the Target Fund's returns

Despite the integration of Sustainability Risks in the Target Fund's investment strategy as detailed above and in the Amundi Sustainable Finance Statement, certain Sustainability Risks will remain unmitigated.

Unmitigated or residual Sustainability Risks at the issuer level may result, when they materialise, over time horizons that can be also long-term, in a lower financial performance of certain holdings of the Target Fund. Depending on the exposure of the Target Fund to the affected securities, the impact of unmitigated or residual Sustainability Risks on the Target Fund's financial performance can have varying levels of severity.

Amundi's approach to mitigate Sustainability Risks at Target Fund level

The Target Fund is classified pursuant to article 8 of the Disclosure Regulation and aims to promote environmental or social characteristics and to invest in companies that follow good governance practices. In addition to applying the Responsible Investment Policy, the Target Fund aims to promote such characteristics through increased exposure to sustainable assets achieved by minimum commitment in terms of investment and/or gained by seeking to achieve an ESG score of their portfolios greater than that of the investment universe, considered globally and/or with respect to specific key performance indicator(s). The ESG portfolio score is the assets under management-weighted average of the issuers' ESG score based on Amundi ESG scoring model. The Target Fund seeks to mitigate Sustainability Risk via a targeted exclusion policy, via integration of ESG scores in their investment process and via a stewardship approach.

Principal Adverse Impact

Principal adverse impacts are negative, material or likely to be material effects on Sustainability Factors that are caused, compounded by or directly linked to investment decisions by the issuer.

Amundi considers principal adverse impacts via a combination of approaches: exclusions, ESG rating integrating, engagement, vote, controversies monitoring. For the Target Fund, Amundi considers all mandatory principal adverse impacts in Annex 1, Table 1 of the RTS applying to the Target Fund's strategy and relies on a combination of exclusion policies (normative and sectorial), ESG rating integration into the investment process, engagement and voting approaches.

Information on principal adverse impact is available in the Target Fund's annual report and in the Amundi Sustainable Finance Statement available at www.amundi.lu.

3.10 INVESTMENT RESTRICTIONS AND POWERS OF THE TARGET FUND

General Investment Policies

The Target Fund, and the SICAV itself, must comply with all applicable EU and Luxembourg laws and regulations, as well as certain circulars, technical standards and other requirements. This section presents, in synthesised form, the portfolio management requirements of the 2010 law, the main law governing the operation of a UCITS as well as the European Securities and Markets Authority requirements for risk monitoring and management. In case of any discrepancy the law itself (which is in French) would prevail.

In the case of any detected violation of the 2010 law, the Target Fund must comply with the relevant policies a priority in its securities trades and management decisions, taking due account of the interests of its shareholders. Except where noted, all percentages and restrictions apply to the Target Fund.

General rules on investment policies

Unless otherwise mentioned in the Target Fund's description in the Target Fund's Prospectus and always subject to all applicable investment limitations described in the below sections, the following principles will apply to the sub-funds of the SICAV:

- small capitalisation is defined as representing a market capitalisation of maximum 2 billion EUR or the equivalent amount in another currency;

Information Memorandum in respect of the TA Flexible Asian Bond Fund

- Use of deposits (excluding deposits at sight) and money market instruments: any sub-fund of the SICAV may hold up to 20% of net assets in money market instruments and deposits for treasury needs and for coping with unusual markets conditions.

When referred to in any sub-fund of the SICAV's investment policy:

- Any reference to a geographic area or the nationality of a security refers to the geographic zone or the country where the company or issuer is headquartered or do most of its business;
- Chinese securities: refers to securities that are subject to an investment program and/or regime (CIBM, Bond Connect, Qualified Foreign Investor license system, Shanghai Hong-Kong Stock Connect and Shenzhen-Hong Kong Stock Connect) in the People Republic of China;
- Bonds: may include eligible bonds with attached warrants, loan participation notes (LPNs), and sukuk;
- Distressed securities: means that the sub-fund of the SICAV is allowed to actively invest in distressed securities;
- Equities: may include common equities and preferred equities, unless otherwise provided in the sub-fund of the SICAV's description in the Target Fund's Prospectus;
- Government bonds: may include supranational bonds;
- Commodity-linked instruments: exposure achieved through Exchange-Traded Commodities (ETCs) or derivatives on eligible commodity indices;
- Real Estate Investment Trusts: exposure achieved through closed-ended real estate investment trusts (REITs).

Permitted Securities and Transactions

The table below describes the types of securities and transactions that are allowable to any UCITS under the 2010 law. The Target Fund sets limits that are more restrictive in one way or another, based on its investment objectives and strategy. The Target Fund will not make use of the investments described in Row 6 of the table below. For Row 9 of the table below, please refer to "Sub-Fund Descriptions" in the Target Fund's Prospectus. The Target Fund's usage of a security or technique must be consistent with its investment policies and restrictions. The Target Fund that invests or is marketed in jurisdictions outside the EU may be subject to further requirements (not described here) from regulators in those jurisdictions.

Except in exceptionally unfavourable market conditions where a temporary breach of the 20% limit is required by the circumstances and justified having regard to the interests of the shareholders, the Target Fund may hold up to 20% of its net assets in ancillary liquid assets (as defined in Row 8 of the table below), in order to cover current or exceptional payments, or for the time necessary to reinvest in eligible assets or for a period of time strictly necessary in case of unfavourable market conditions.

The Target Fund does not need to comply with investment limits when exercising subscription rights, so long as any violations are corrected as described above.

Security / Transaction	Requirements
1. Transferable securities and money market instruments	Must be listed or dealt on an official stock exchange in an eligible state, or must trade in a regulated market in an eligible state that operates regularly, is recognised, and is open to the public.
2. Money market instruments that do not meet the requirements in Row 1.	Recently issued securities must pledge to seek a listing on a stock exchange or regulated market in an eligible state and must receive it within 12 months of issue. Must be subject (either at the securities level or the issuer level) to investor protection and savings regulation and also must meet one of the following criteria: <ul style="list-style-type: none"> • issued or guaranteed by a central, regional or local Can also qualify if issuer belongs to a category recognized by the CSSF, is subject to investor protections that are equivalent to those described directly at left, and meets one of the following criteria:

	<p>authority or a central bank of a EU member, the European Central Bank, the European Investment Bank, the EU, an international authority to which at least one EU nation belongs, a sovereign nation, or in the case of a federation, a federal state</p> <ul style="list-style-type: none"> • issued by an issuer or undertaking whose securities qualify under Row 1 above • issued or guaranteed by an issuer that is subject to EU prudential supervision rules or to other prudential rules the CSSF accepts as equivalent 	<ul style="list-style-type: none"> • issued by a company with at least EUR 10 million in capital and reserves that publishes annual account • issued by an entity dedicated to financing a group of companies at least one of which is publicly listed • issued by an entity dedicated to financing securitisation vehicles that benefit from a banking liquidity line
3. Units of UCITS or UCIs that are not linked to the SICAV³	<p>Must be authorized by an EU member or by a state that the CSSF considers to have equivalent laws and adequate cooperation between authorities.</p> <p>Must issue annual and semi-annual financial reports.</p> <p>Must be limited by constitutional documents to investing no more than 10% of assets in other UCITS or UCIs.</p>	<p>Must be subject either to EU regulatory supervision and investor protections for a UCITS or to equivalent of those outside the EU (especially regarding asset segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments).</p>
4. Units of UCITS or UCIs that are linked to the SICAV³	<p>Must meet all requirements in Row 3.</p> <p>The UCITS/UCI cannot impose any charges for buying, switching or redeeming units.</p>	<p>The prospectus of any sub-fund with substantial investments in other UCITS/UCIs must state maximum management fees for the sub-fund itself and for UCITS/UCIs it intends to hold.</p>
5. Units of other sub-funds of the SICAV	<p>Must meet all requirements in Rows 3 and 4.</p> <p>The target sub-fund cannot invest, in turn, in the acquiring sub-fund (reciprocal ownership).</p> <p>At the time of investment, the target sub-fund must not have more than 10% of its assets in any other sub-fund of the SICAV.</p>	<p>The acquiring sub-fund surrenders all voting rights in units it acquires.</p> <p>The units do not count as assets of the acquiring sub-fund for purposes of minimum asset thresholds.</p> <p>Adhering to these requirements exempts the SICAV from the requirements of the Law of 10 August 1915.</p>
6. Real estate and commodities, including precious metals	<p>Investment exposure is allowed only through transferable securities, derivatives, or other allowable types of investments.</p>	<p>The SICAV may directly purchase real estate or other tangible property that is directly necessary to its business.</p> <p>Ownership of precious metals or commodities, directly or through certificates, is prohibited.</p>

³ A UCITS/UCI is considered to be linked to the SICAV if both are managed or controlled by the same or affiliated management companies, or if the SICAV directly or indirectly holds more than 10% of capital or voting rights of the UCITS/UCI.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

7. Credit institution deposits	Deposits (with the exclusion of bank deposits at sight) which must be able to be withdrawn on demand and must not have a maturity longer than 12 months.	Institutions either must be headquartered in an EU Member State or, if not, subject to EU prudential rules or to other prudential rules the CSSF accepts as equivalent.
8. Ancillary liquid assets	Bank deposits at sight that are accessible at any time.	
9. Derivatives and equivalent cash-settled instruments	Underlying investments or reference indicators must be those described in Rows 1, 2, 3, 4, 6 and 7, or must be indices, interest rates, forex rates or currencies. In all cases, these investments or indicators, and any investments they deliver, must be within scope for the Target Fund's non-derivative investments. Total exposure cannot exceed 100% of the Target Fund's assets.	OTC derivatives must meet all of the following criteria: <ul style="list-style-type: none"> • be in categories approved by the CSSF • have reliable daily valuations that are accurate and independent • be able to be sold, liquidated or otherwise closed at fair value at any time • be with counterparties that are subject to prudential supervision • have risk profiles that can adequately be measured • not exceed 10% of the Target Fund's assets when the counterpart is a credit institution or 5% with other counterparts.
10. Transferable securities and money market instruments that do not meet the requirements in Rows 1, 2, 6 and 7	Limited to 10% of the Target Fund's assets.	
11. Securities lending[#], borrowing, repurchase agreements and reverse repurchase agreements[#]	The volume of transactions must not interfere with the Target Fund's pursuit of its investment policy or its ability to meet redemptions.	The cash collateral from the transactions must be invested in high-quality, short term investments. Lending or guaranteeing loans to third parties for any other purposes is prohibited.
12. Borrowing	Except for back-to-back loans used for acquiring foreign currencies, all loans must be temporary and are limited to 10% of the Target Fund's net assets.	

Diversification Requirements

To ensure diversification, the Target Fund cannot invest more than a certain amount of its assets in one body or one category of securities. For purposes of this table and the next, a "body" means an individual company, except for the limits in the "In aggregate" column, which are monitored at the group or consolidated level.

[#] As of the date of the Target Fund's Prospectus, the Target Fund does not undertake securities lending transactions and reverse repurchase transactions.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

Maximum investment/exposure, as a % of the Target Fund's assets

Category of securities	In any one issuer	In aggregate	Other
A. Transferable securities and money market instruments issued or guaranteed by any nation, a public local authority within the EU, or an international body to which at least one EU member belongs	35%	35%	The Target Fund may invest up to 100% in as few as six issues if it is investing in accordance with the principles of risk spreading and the Target Fund invests no more than 30% in any one issue
B. Bonds subject to certain legally defined investor protections* and issued by a credit institution domiciled in the EU	25%		80% in bonds from all issuers or bodies in whose the Target Fund has invested more than 5% of assets
C. Any transferable securities and money market instruments other than those described in Rows A and B above	10%	20%	20% in all companies within a single issuer 40%, in aggregate, in all issuers or bodies in which the Target Fund has invested more than 5% of its assets
D. Credit institution deposits	20%		
E. OTC derivatives with a counterparty that is a credit institution as defined in Row 7 (previous table)	10% exposure		
F. OTC derivatives with any other counterparty	5% exposure	20%	
G. Units of UCITS or UCIs as defined in Rows 3 and 4 above (previous table)	20%		UCI compartments whose assets are segregated are each considered a separate UCI. Assets held by the UCITS/UCIs do not count for purposes of complying with Rows A - F of this table

* Bonds must invest the proceeds from their offerings to maintain full liability coverage and to give priority to bond investor repayment in case of issuer bankruptcy.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

Limits to Prevent Significant Influence

These limits, which apply at the SICAV level, are intended to prevent the SICAV from the risks that could arise for it and the issuer if the SICAV were to own a significant percentage of a given security or issuer.

Category of securities	of	Maximum ownership, as a % of the total value of the securities issue	
Securities carrying voting rights		Less than would allow the SICAV significant management influence	<p>These rules do not apply to:</p> <ul style="list-style-type: none"> securities described in Row A (second table in this section) shares of EU funds that represent the only way the Target Fund can invest in the EU fund's home country and comply with the applicable articles of the 2010 Law
Non-voting securities of any one issuer		10%	
Debt securities of any one issuer		10%	
Money market securities of any one issuer		10%	
Shares of any one UCITS or UCI		25%	
			<p>These limits can be disregarded at purchase if not calculable at that time.</p>

3.11 MANAGEMENT AND MONITORING OF GLOBAL RISK EXPOSURE OF THE TARGET FUND

The Management Company uses a risk-management process, approved and supervised by its board of directors of the SICAV, that enables it to monitor and measure the overall risk profile of the Target Fund. Risk calculations are performed every trading day.

The Target Fund uses commitment approach for risk measurement as described below.

Approach	Description
Commitment	By using the Commitment Approach for the calculation of the global exposure, each financial derivative instrument position is converted into the market or notional value of an equivalent position in the underlying asset of that derivative. Embedded derivatives and leverage linked to EPM techniques are also considered in the calculation. Netting and hedging arrangements may be taken into account. In accordance with the 2010 Law, the global exposure of the Target Fund using the Commitment Approach must not exceed 100% of the Target Fund's NAV.

For purposes of compliance and risk monitoring, any derivatives embedded in transferable securities or money market instrument count as derivatives, and any exposure to transferable securities or money market instruments gained through derivatives (except for index-based derivatives) counts as investment in those securities or instruments.

Derivatives contracts carry significant counterparty risk. Although the Target Fund uses various techniques to mitigate exposure to counterparty risk, this risk is still present and could affect investment results. Counterparties used by the SICAV are identified in the annual report.

3.12 MORE ABOUT DERIVATIVES AND TECHNIQUES OF THE TARGET FUND

Types of Derivatives the Target Fund may Use

A derivative is a financial contract whose value depends on the performance of one or more reference assets (such as a security or basket of securities, an index or an interest rate). Always consistent with its investment policy, the Target Fund may invest in any type of financial derivative instrument. These may include the following types currently making up the most common derivatives:

- currency forwards (including non-deliverable forwards), currency options currency swaps, equity swaps, futures contracts, interest rate swaps, inflation-linked swaps, interest rate swaps options, options on futures contracts, contracts for difference, volatility futures, variance swaps, warrants.
- TRS are contracts where one party transfers to another party the total performance of a reference assets, including all interest, fee income, market gains or losses, and credit losses. The maximum and expected exposure of the Target Fund's assets to TRS are disclosed in the Target Fund's Prospectus. In certain circumstances these proportions may be higher.
- credit derivatives, such as credit default swaps are contracts where a bankruptcy, default, or other "credit event" triggers a payment from one party to the other.
- To be announced ("TBA") derivatives (forward contracts on a generic pool of mortgages. Overall characteristics of this pool is specified but the exact securities to be delivered to the buyer are determined 2 days before delivery, rather than at the time of the original trade).
- structured financial derivatives, such as credit-linked and equity-linked securities.
- contracts for difference are contracts whose value is based on the difference between two reference measurements such as a basket of securities.

Futures are generally exchange-traded. All other types of derivatives are generally OTC. For any index-linked derivatives, the index provider determines the rebalancing frequency.

The Target Fund will, at any given time, be capable of meeting all its payment and delivery obligations incurred by transactions involving derivatives.

Purposes of Derivatives Use

Consistent with its investment policy, the Target Fund may use derivatives for hedging against various types of risk, for EPM or to gain exposure to certain investments or markets.

Currency Hedging

The Target Fund may engage in direct hedging (taking a position in a given currency that is in the opposite direction from the position created by other portfolio investments) and in cross-hedging (reducing the effective exposure to one currency while increasing the effective exposure to another).

Currency hedging can be done at the Target Fund level.

When the Target Fund holds assets that are denominated in multiple currencies, there is a greater risk that currency fluctuations will in practice not be fully hedged.

Interest Rate Hedging

For interest rate hedging, the Target Fund typically use interest rate futures, interest rate swaps, writing call options on interest rates or buying put options on interest rates.

Credit Risk Hedging

The Target Fund can use credit default swaps to hedge the credit risk of its assets. This includes hedges against the risks of specific assets or issuers as well as hedges against securities or issuers to which the Target Fund is not directly exposed.

Duration Hedging

Seeks to reduce the exposure to interest rates parallel shifts along the curves. Such hedging can be done at the Target Fund level.

Efficient Portfolio Management

The Target Fund can use any allowable derivative for EPM. EPM includes cost reduction, cash management, the orderly maintenance of liquidity and related practices (for instance, maintaining 100% investment exposure while also keeping a portion of assets liquid to handle redemptions of

Information Memorandum in respect of the TA Flexible Asian Bond Fund

shares and the buying and selling of investments). EPM does not include any activities that create leverage at the overall portfolio level.

Gaining Exposure

The Target Fund can use any allowable derivative as a substitute for direct investment, that is, to gain investment exposure to any security, market, index, rate, or instrument that is consistent with the Target Fund's investment objective and policy. This exposure may exceed the one that would be obtained through direct investment in that position (leverage effect).

The Target Fund can also sell a credit default swap as a way of gaining a specific credit exposure. Selling a credit default swap could generate large losses if the issuer or security on which the swap is based experiences a bankruptcy, default or other "credit event".

Techniques and Instruments on Securities Financing Transactions

Consistent with its investment policy, the Target Fund may use the techniques and instruments on securities financing transactions described in this section.

The Target Fund must ensure that it is able at all times to meet its redemption obligations towards shareholders and its delivery obligations toward counterparties.

The Target Fund may not sell, pledge, or give as security any securities received through these contracts.

Reverse Repurchase[#] and Repurchase Agreement Transactions

Under these transactions, the Target Fund respectively buys or sells securities and has either the right or the obligation to sell back or buy back (respectively) the securities at a later date and a specific price. The Target Fund may enter into repurchase agreements only with counterparties that are subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law.

The securities and counterparties allowed for these operations must comply with CSSF circulars 08/356 and circular 14/592.

Acceptable Collateral

As part of OTC derivative transactions (including TRS) and temporary purchases and sales of securities, the Target Fund may receive securities and cash as a guarantee (collateral).

Any collateral received other than cash should be of high quality, highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation.

It should be sufficiently diversified in terms of country, markets, issue and issuers and shall not entail on an aggregate basis an exposure to a given issuer for more than 20%* of its NAV of the Target Fund (*30% for specific issuers in accordance with CSSF circular 14/592).

Securities received as collateral, in compliance with and as listed in the CSSF circular 08/356 and CSSF circular 14/592 must adhere to the criteria defined by the Management Company. They must be:

- liquid;
- transferable at any time;
- diversified in compliance with the Target Fund's eligibility, exposure and diversification rules;
- issued by an issuer that is not an entity of the counterparty or its group and it is expected not to display a high correlation of the performance of the counterparty.

For bonds, securities will also be issued by high-quality issuers located in the Organisation for Economic Cooperation and Development ("OECD") whose minimum rating may be AAA to BBB- on Standard & Poor's rating scale or with a rating deemed equivalent by the Management Company. Bonds must have a maximum maturity of 50 years.

[#] As of the date of the Target Fund's Prospectus, the Target Fund does not undertake securities lending transactions and reverse repurchase transactions.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

Cash collateral received should only be (i) placed on deposit with entities prescribed in Article 41 1) (f) of the 2010 Law, (ii) invested in high-quality government bonds, (iii) used for the purpose of reverse repo transactions[#] provided the transactions are with credit institutions subject to prudential supervision and the Target Fund is able to recall at any time the full amount of cash on accrued basis, (iv) invested in short-term money market funds as defined in the MMF Regulation.

These criteria are detailed in a risks policy of the Target Fund which can be viewed on the website at www.amundi.com and may be subject to change, especially in the event of exceptional market circumstances.

The assets received as collateral are held in custody by the depository of the Target Fund.

Valuation of Collateral

Collateral received is valued daily at market price (mark-to-market).

Haircuts may be applied to the collateral received (which depends on the type and sub-types of collaterals), taking into account credit quality, price volatility and any stress-test results. Haircuts on debt securities are namely based on the type of issuer and the duration of these securities. Higher haircuts are used for equities.

Margin calls are in principle made daily unless stipulated otherwise in a framework agreement covering these transactions if it has been agreed with the counterparty to apply a trigger threshold.

The collateral policy of the SICAV is made available to investor on the website at www.amundi.com.

Reinvestment of Cash Provided as Guarantee

Any cash provided as a guarantee can only be reinvested in keeping with CSSF circular 08/356 and CSSF circular 14/592.

Any other assets provided as a guarantee will not be sold, re-invested or pledged.

Costs and Fees

The net revenues (that represent the gross revenues minus the direct and indirect operational costs and fees) achieved from techniques and instruments on securities financing transactions remain with the Target Fund. Direct and indirect operational costs and fees may be deducted from the gross revenues delivered to the Target Fund. These costs represent 35% of the gross revenues and are paid to Amundi Intermediation for its role as securities lending[#] agent. Out of the 35% it receives, Amundi Intermediation, covers its own fees and costs and shall pay any relevant direct fee and cost (including 5% to CACEIS Bank acting as collateral agent). For repurchase transactions, all revenues remain with the funds, and standard transaction costs of 0.005% on gross value of the transaction are separately charged. Such direct fees and costs are determined in accordance with market practice and consistent with the current market levels. The remaining 65% of the gross revenue goes to the Target Fund.

As of the Target Fund's Prospectus date, Amundi Intermediation acts as securities lending[#] agent of the Target Fund. It is in charge of counterparty selection and best execution. The custodian of the Target Fund, CACEIS Bank, Luxembourg Branch acts as collateral manager. Both Amundi Intermediation and CACEIS Bank, Luxembourg Branch are related parties to the Management Company, Amundi Luxembourg S.A. The counterparties with whom securities lending transactions[#] are entered will be detailed in the annual report of the Target Fund.

Counterparties

Counterparties are selected through a strict selection process. Counterparties analysis is based on credit risk analysis based on financial risk analysis (such as but not limited to earnings analysis, profitability evolution, structure of balance sheet, liquidity, capital requirement), and operational risk (such as but not limited to country, activity, strategy, business model viability, risk management and management track record).

[#] As of the date of the Target Fund's Prospectus, the Target Fund does not undertake securities lending transactions and reverse repurchase transactions.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

The selection:

- only concerns financial institutions of OECD countries (without any legal status criteria) whose minimum rating ranges between AAA to BBB- by Standard and Poor's, at the moment of transaction's, or considered to be equivalent by the Management Company according its own criteria; and
- is made from among reputable financial intermediaries on the basis of multiple criteria related to the provision of research services (fundamental financial analysis, company information, value added by partners, solid basis for recommendations, etc.) or execution services (access to market information, transaction costs, execution prices, good transaction settlement practices, etc.).

In addition, each of the counterparties retained will be analysed using the criteria of the risk department, such as country, financial stability, rating, exposure, type of activity, past performance, etc.

The selection procedure, implemented annually, involves the different parties of the front office and support departments. The brokers and financial intermediaries selected through this procedure will be monitored regularly in accordance with the Execution Policy of the Management Company.

As of the Target Fund's Prospectus date, Amundi Intermediation acts as securities lending[#] agent and as executing platform for repurchase transactions and reverse repurchase transactions[#]. It is in charge of counterparty selection and best execution. The depositary of the Target Fund, CACEIS Bank, Luxembourg Branch, acts as collateral manager and performs the settlement of securities lending transactions[#]. Both Amundi Intermediation and CACEIS Bank, Luxembourg Branch are related parties to the Management Company, Amundi Luxembourg S.A. Such transactions may be executed with related parties, belonging to Credit Agricole Group such as Crédit Agricole CIB, CACEIS, Credit Agricole S.A. and other entities. The counterparties with whom securities lending transactions[#] and/or reverse repurchase agreement[#] are entered will be detailed in the annual report of the SICAV.

Use of Securities Financing Transactions and Total Return Swaps

The Target Fund will not use buy-sell back transactions or sell-buy back transactions, securities borrowing and margin lending transactions in the meaning of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse ("SFTR").

As precised in the below table, the Target Fund uses securities financing transactions and TRS on a temporary basis for the following purpose:

When used for EPM, techniques and instruments on securities financing transactions are helping to meet any investment objective, for example to achieve exposure to assets while limiting costs, reducing risks, offer combined investments and/or facilitate the access to the market in a timely manner. For example, TRS may be used to gain exposure and benefit from the returns on a reference asset without purchasing the asset directly.

When used for cash management (indicated below with "Cash Manag."), securities financing transactions[#] are used as a treasury management tool, to facilitate a cost efficient flow of cash with the objective to contribute to a complementary financing of its investment strategies (repurchase agreements) or to affect temporary excess of cash while optimizing revenues (reverse repurchase agreements[#]).

When used to generate additional income (indicated below with "Add Income"), securities financing transactions such as securities lending[#] operations contribute to generate additional income and/or to offset costs.

By way of illustration in reference to the table below, the use of techniques and instruments on securities financing transactions by the Target Fund may be guided by market circumstances or specific opportunities which are less predictable. Estimate percentages are therefore absent in limited cases or, when present, are more likely to fluctuate over time due to following circumstances:

[#] As of the date of the Target Fund's Prospectus, the Target Fund does not undertake securities lending transactions and reverse repurchase transactions.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

- Strong variations are affecting the Target Fund that enters into securities lending[#], reverse repurchase[#] and repurchase agreements in the context of opportunities that generate additional income, are likely to be guided by isolated and/or specific needs of counterparties and which frequency may be inconstant.
- The volume of use of those techniques with a view to optimizing revenues (indicated with "Revenues opt.") is likely to be impacted downwards when interest rates are low and upwards when getting higher.
- When considered for cash management purpose in case of important movements of subscription and redemption, the use of reverse repurchase[#] and repurchase agreements are fluctuating depending on the occurrence of the latter and estimated percentages are therefore not adequately reflecting a constantly varying volume of use.

Also and subject to the above in case of combined use, the Target Fund that indicates a continuous use of a given technique or instrument, is generally considering them as part of a permanent program and/or as a component of the deployed management process and will have estimates less likely to fluctuate (although at times the Target Fund may not have any outstanding trades in its books).

Target Fund		Repo	Reverse Repo	Sec Lending	TRS
Asia Income ESG Bond	Estimates	10%	-	-	2%
	Max	20%	-	-	5%
	Frequency	Temporary	-	-	Temporary
	Purpose of Use	Add. income	-	-	Add. income

3.13 RIGHTS THE TARGET FUND RESERVE

The Management Company reserves the right to do any of the following at any time:

i. Temporarily suspend the calculation of net asset values or transactions in the Target Fund's shares when any of the following is true:

- the principal stock exchanges or markets associated with a substantial portion of the Target Fund's investments are closed during a time when they normally would be open, or their trading is restricted or suspended
- the board of directors of the SICAV believes an emergency exists that has made it impractical to reliably value or to trade the Target Fund's assets; this may include political, military, economic, monetary, fiscal, or infrastructure-related events
- portfolio transactions are being hampered or blocked by restrictions on cash transfers or currency conversions, cannot be completed at normal exchange rates, or are otherwise affected by any settlement issue
- notice has been given of decision to merge the SICAV or the Target Fund, or of a shareholder meeting at which it will be decided whether or not to liquidate the Target Fund or the SICAV
- any other circumstance exists that would justify the suspension for the protection of shareholders

A suspension could apply to any share class and the Target Fund, or to all, and to any type of request (buy, switch, redeem). The Management Company can also refuse to accept requests to buy, switch or redeem shares.

During times of suspension, any unprocessed subscription orders are cancelled, and any unprocessed conversion/redemption orders are suspended, unless the Fund withdraws them.

If the Fund's order is delayed in processing because of a suspension, the Fund will be notified of the suspension within 7 days of the Fund's request, and of its termination. If a suspension lasts for an unusually long time, the Fund will be notified.

[#] As of the date of the Target Fund's Prospectus, the Target Fund does not undertake securities lending transactions and reverse repurchase transactions.

ii. Limit how many shares of the Target Fund are redeemed in a short amount of time

On any valuation day of the Target Fund, the Target Fund will not be obligated to process redemption requests that, in total, exceed either 10% of its outstanding shares or 10% of its net assets. To meet these limits, the Target Fund can reduce the requests on a pro rata basis. If this occurs, unfulfilled portions will be deferred to the next valuation day of the Target Fund and given priority over new requests.

On any day when the volume of redemptions to be processed is larger than the redemption capacity for the day, as determined by the rules stated in this bullet, all orders scheduled to be processed will be processed as partial redemptions, with the same pro rata percentage for each order. The Target Fund will only limit redemptions when necessary to prevent liquidity constraints that would be detrimental to remaining shareholders.

iii. Process unusually large purchases or redemptions at a price different from net asset value of the Target Fund

With any order the Management Company believes is large enough that the purchases or liquidations of portfolio securities necessary to process the order may affect the prices at which the transactions occur, the Management Company may use actual ask or bid prices (for purchases or liquidations respectively) in determining the amount of redemption proceeds due or the quantity of the Target Fund shares purchased.

iv. Use fair market valuation of the Target Fund

In any case when the Target Fund has calculated its NAV and there is subsequently a material change in the quoted market prices of the Target Fund's investments, the board of directors of the SICAV may direct the Target Fund to cancel its current NAV and issue a new NAV of the Target Fund that reflects fair market values for its holdings. If any transactions were processed at the canceled NAV of the Target Fund, the Target Fund may re-process them at the new NAV of the Target Fund. The board of directors of the SICAV will only take these measures when it believes they are warranted in light of unusual market volatility or other circumstances. Any fair value adjustments will be applied consistently to all share classes within the Target Fund.

3.14 PRICING OF THE TARGET FUND

Timing and Formula

The NAV of the Target Fund is determined for each business day of the Target Fund (the "valuation day of the Target Fund") and published on the next day. The following formula is used to calculate NAV per share of the Target Fund:

$$\frac{(\text{assets-liabilities}) \text{ per share class}}{\text{number of outstanding shares of a class}} = \text{NAV}$$

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

The NAV of the Target Fund is normally calculated by reference to the value of the underlying assets of the Target Fund within the Target Fund on the relevant valuation day of the Target Fund.

The NAV of the Target Fund is stated in the designated currency of the Target Fund and is calculated to at least two (2) decimal points. All NAV of the Target Fund whose pricing involves currency conversion of an underlying NAV of the Target Fund are calculated at an exchange rate in effect at the time the NAV of the Target Fund is calculated.

Swing Pricing

On valuation days of the Target Fund when it believes that trading in the Target Fund's shares will require significant purchases or sales of portfolio investments, the board of directors of the SICAV may adjust the Target Fund's NAV to more closely reflect the actual prices of the underlying transactions, based on estimated dealing spreads, costs, and other market and trading considerations. In general, the NAV of the Target Fund will be adjusted upward when there is strong demand to buy the Target Fund shares and downward when there is strong demand to redeem the Target Fund shares. Any such adjustment is applied to all the Target Fund's transactions of a given day, when net demands exceed a certain threshold set by the board of directors of the SICAV. Those

Information Memorandum in respect of the TA Flexible Asian Bond Fund

adjustments follow the objective to protect the SICAV's long-term shareholders of the Target Fund from costs associated with ongoing subscription and redemption activity and are not meant to address specific circumstances of each individual investor. Therefore, orders in the opposite direction of the Target Fund's net transaction activity may be executed at the expense of the other orders. For any given valuation day of the Target Fund, the adjustment will normally not be larger than 2% of NAV of the Target Fund, but the board of directors of the SICAV can raise this limit when necessary to protect the interests of shareholders. In such a case, a communication to investors will be published in the dedicated website.

The adjustment applied to any given order may be obtained upon request addressed to the SICAV. The list of sub-funds of the SICAV applying swing pricing can be found on www.amundi.lu.

3.15 REDEEMING SHARES OF THE TARGET FUND

When the Fund redeems shares from the Target Fund, the Management Company will send out payment on the settlement day indicated under "Cutoff times and processing schedule" in the Target Fund's Prospectus. Requests received and accepted by the Target Fund on a business day of the Target Fund will ordinarily be processed at the NAV of the Target Fund of the following valuation day of the Target Fund (D+1). Settlement occurs not later than D+3.

Once the Fund has placed a request to redeem shares, the Fund can withdraw it only if there is a suspension of trading in shares for the Target Fund.

3.16 FEE CHARGEABLE BY THE TARGET FUND

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

Entry Charge (Max) ¹	4.50%
Annual Distribution Fee	None
Contingent Deferred Sales Charge (Max)	None
Exit Charge (Max)	None
Management Fee ² (Max)	1.15%
Administration Fee (Max)	0.33%

Notes:

¹ The Fund will not be charged the entry charge as the Fund is subscribing directly through the administrator of the Target Fund.

² There will be no double charging of annual management fee. Any annual management fee charged by the Target Fund in relation to the Fund's investments in the Target Fund will be payable from the annual management fee of the Fund.

CHAPTER 4: TRANSACTION INFORMATION

4.1 COMPUTING OF NAV AND NAV PER UNIT

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

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

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

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

Please refer to the illustration below for the computation.

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

Items	Fund (USD)	USD Class (USD)	SGD Hedged Class (USD)	MYR Hedged Class (USD)	AUD Hedged Class (USD)	MYR Class (USD)	RMB Hedged Class (USD)	GBP Hedged Class (USD)
Net Asset Value BF	44,232,573.92	8,302,515.85	2,978,175.31	12,986,252.69	5,860,079.47	3,500,045.10	1,515,004.50	9,090,501.00
Multi Class Ratio (MCR) %		18.77013955	6.73299120	29.35902558	13.24833477	7.91282259	3.42508782	20.55159850
Class gains	1,652.18	-	1,550.80	6,998.13	(3,500.50)	-	(1,355.20)	(2,041.05)
Gains, Income and Expenses	195,922.51	36,774.93	13,191.45	57,520.94	25,956.46	15,503.00	6,710.52	40,265.21
Gross Asset Value Before Fee	44,430,148.61	8,339,290.78	2,992,917.56	13,050,771.76	5,882,535.43	3,515,548.10	1,520,359.82	9,128,725.16
Management Fee	(1,825.90)	(342.71)	(123.00)	(536.33)	(241.75)	(144.47)	(62.48)	(375.15)
Trustee Fee	(48.69)	(9.14)	(3.28)	(14.30)	(6.45)	(3.85)	(1.67)	(10.00)
Net Asset Value	44,428,274.02	8,338,938.93	2,992,791.28	13,050,221.12	5,882,287.24	3,515,399.77	1,520,295.67	9,128,340.00
Units in Circulation		15,000,000.00	7,500,000.00	110,000,000.00	16,000,000.00	28,000,000.00	20,000,000	21,000,000
Exchange Rate		1.0000	1.3700	4.7000	1.4800	4.7000	7.2500	1.2630
NAV Per Unit in Fund Currency		0.55592926	0.39903884	0.11863837	0.36764295	0.12554999	0.07601478	0.43468286
NAV Per Unit in Class Currency		0.55592926	0.54668321	0.55760036	0.54411157	0.59008496	0.55110718	0.54900445
NAV Per Unit in Class Currency (Rounded to four decimals)		0.5559	0.5467	0.5576	0.5441	0.5901	0.5511	0.5490

Note:

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

The calculation set out above is for illustration purposes and exclusive of any payable taxes and/or duties.

4.2 PRICING OF UNITS

We adopt the single pricing policy for any transaction. Under this regime, both the selling price and redemption price of Units will be the NAV per Unit.

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

Incorrect Pricing

The Manager shall take immediate action to rectify any incorrect valuation and pricing of the Fund and/or the Units and to notify the Trustee and the relevant authorities of the same unless the Trustee

Information Memorandum in respect of the TA Flexible Asian Bond Fund

considers the incorrect valuation and pricing of the Fund and/or the Units is of minimal significance. An incorrect valuation and pricing of the Fund and/or the Units shall result in 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 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 or an equivalent denomination in the currency that a particular Class is denominated. An incorrect valuation and pricing not considered to be of minimal significance by the Trustee shall result in reimbursement of moneys in the following manner:

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

Policy on rounding adjustment

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

4.3 SALE OF UNITS

Minimum Initial Investment	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
	USD 1,000	RM 1,000	AUD 1,000	SGD 1,000	GBP 1,000	RM 1,000	RMB 1,000
<i>or such other lower amount as we may decide from time to time.</i>							
Minimum Additional Investment	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class
	USD 100	RM 100	AUD 100	SGD 100	GBP 100	RM 100	RMB 100
<i>or such other lower amount as we may decide from time to time.</i>							

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

Application of Units must be submitted by completing the account opening form, which is available at our head office or any of our business centres. Please refer to Chapter 9: List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors for details.

Individual or joint application must be accompanied by a copy of the NRIC / passport or other documents of identification.

Corporate application must be accompanied by, where applicable, a certified true copy of the certificate of incorporation, memorandum and article of association or constitution, form 24 or return for 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), latest audited financial statement, certified true copy of NRIC or passport or other form of identification of directors.

Information Memorandum in respect of the TA Flexible Asian Bond Fund

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

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

We and the Trustee may temporarily suspend the subscription of Units of the Class or Fund, subject to the requirements in the Guidelines and in the circumstance as set out under Section 2.2(g) of this Information Memorandum.

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

All applicants intending to invest in a Class other than MYR Class or MYR Hedged Class are required to have a foreign currency account with any financial institution as all transactions relating to the particular foreign currency will ONLY be made via electronic fund transfers.

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

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

4.4 REDEMPTION OF UNITS

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

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

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

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

The Fund will be valued on a daily basis and the daily prices of the Fund will be published on the next Business Day. The Fund's Unit prices are available on our website at www.tainvest.com.my or from

Information Memorandum in respect of the TA Flexible Asian Bond Fund

our head office or any of our business centres listed in Chapter 9: List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors.

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

Redemption proceeds will be paid to you within the period set out below based on the respective Classes.

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

Payment of redemption proceeds shall be based on the selected payment method stated in the transaction form received by our head office or any of our business centres. In case of joint holders, we will process the redemption request based on the operating instruction stated in the account opening form when you first invested in the Fund. For avoidance of doubt, all redemption proceeds will be made payable to the principal applicant by default, unless there is a request by the principal applicant that the redemption proceeds be made payable to the joint applicant.

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

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

We and the Trustee may temporarily suspend the redemption in or switching from Units of the Class or Fund, subject to the requirements in the Guidelines and in the circumstance as set out under Section 2.2(g) of this Information Memorandum.

4.5 BASES OF VALUATION OF THE ASSETS OF THE FUND AND VALUATION FOR THE FUND

4.5.1 Bases of Valuation of the Assets of the Fund

The bases of valuation of the respective asset classes of the Fund are as follows:

Investment Instruments	Valuation Basis
Collective investment scheme	Collective investment scheme which is quoted on an exchange shall be valued based on the official closing price or last known transacted price on the Eligible Market on which the collective investment scheme is quoted. However, if the price is not representative or not available to the market, including a suspension in the quotation of the

Information Memorandum in respect of the TA Flexible Asian Bond Fund

	<p>collective investment scheme for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the collective investment scheme shall be valued at fair value.</p> <p>Investments in unlisted collective investment scheme will be valued based on the last published redemption price or fair value as determined in good faith by us on methods and bases that will have to be approved by the Trustee.</p>
Money market instruments	<p>Investments in money market instruments (with remaining term to maturity of not more than ninety (90) calendar days at the time of acquisition) are valued at book cost, meaning cost of acquisition plus accretion of discount on yield to maturity method.</p> <p>For negotiable instruments of deposit, valuation will be done using the indicative price quoted by the financial institution that issues or provides such instruments.</p> <p>Investments in money market instruments other than the above instruments will be valued by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions or in accordance to fair value as determined in good faith by us on methods and bases that will have to be approved by the Trustee.</p>
Derivatives	<p>Listed or quoted derivatives will be valued based on the official closing price or last known transacted price on the Eligible Market on which the derivatives are quoted. However, if the price is not representative or not available to the market, including a suspension in the quotation of the derivatives for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the derivatives shall be valued at fair value.</p> <p>If it is not listed or quoted on an exchange, the derivatives will be valued based on fair value as determined in good faith by us on methods or bases which will have to be approved by the Trustee.</p>
Deposits	<p>Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period.</p>
Foreign exchange conversion	<p>Foreign exchange conversion of foreign investments for a particular Business Day is determined based on the bid foreign exchange rate quoted by Bloomberg or Refinitiv at 4.00 p.m. United Kingdom time which is equivalent to 11.00 p.m. or 12.00 midnight (Malaysia time) on the same day, or such other time as prescribed from time to time by FIMM or any relevant laws.</p>
Any other instruments	<p>Fair value as determined in good faith by us, on methods or bases which will have to be approved by the Trustee.</p>

4.6 VALUATION FOR THE FUND

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

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

Price of the Fund will be published on next Business Day and the Unit Holders may obtain the latest price of the Fund from our website at www.tainvest.com.my or FIMM's website.

4.7 DISTRIBUTION PAYMENT

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

1) Reinvestment of Units

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

2) Cash Payment

Unit Holders should note that distribution payments, if any, will be made in the respective currency of the Class(es). As such, the distribution amount may be different for each Class as a result of exchange rate movement between the Base Currency and the currency denomination of the Class(es). The distribution will be paid into your bank account (which shall be in the respective currency of the Class(es)) in our records. All the cost and expenses incurred in facilitating such distribution payments shall be borne by Unit Holders.

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

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

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

CHAPTER 5: THE MANAGER

5.1 BACKGROUND INFORMATION

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

The principal activities of TAIM are the establishment and management of unit trust funds and portfolio clients. TAIM has more than twenty-five (25) years of experience in managing unit trust funds.

5.2 ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGER

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

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

5.3 BOARD OF DIRECTORS

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

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

5.4 INVESTMENT TEAM

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

Mr. Choo is the Chief Investment Officer and Executive Director of TAIM. He joined TAIM in July, 2005 and has more than twenty-five (25) years' experience in the investment and stock markets. He leads the investment team and is responsible for implementing the investment strategy of funds and managing TAIM's portfolio. After graduation, he joined an accounting group, Coopers & Lybrand in 1987 as a senior officer. 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.

5.5 MATERIAL LITIGATION AND ARBITRATION

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

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

CHAPTER 6: TRUSTEE

6.1 ABOUT CIMB COMMERCE TRUSTEE BERHAD

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

6.2 EXPERIENCE AS TRUSTEE TO UNIT TRUST FUNDS

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

6.3 ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

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

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

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

6.4 TRUSTEE'S DELEGATE (CUSTODIAN)

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

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

Information Memorandum in respect of the TA Flexible Asian Bond Fund

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

6.5 TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION

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

CHAPTER 7: SALIENT TERMS OF THE DEED

7.1 RIGHTS AND LIABILITIES OF THE UNIT HOLDERS

Rights of the Unit Holders

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

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

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

Liabilities of Unit Holders

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

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

7.2 TERMINATION OF THE FUND

7.2.1 Termination of the Fund

The Manager may terminate the Fund in accordance with the relevant laws. If the Fund is left with no Unit Holders, the Manager shall be entitled to terminate the Fund.

The Fund and/or any of the Classes may be terminated or wound-up, without the need to seek Unit Holders' prior approval, as proposed by the Manager with the consent of the Trustee (which consent shall not be unreasonably withheld) upon the occurrence of any of the following events, by giving not less than one (1) month's notice in writing to the Unit Holders as hereinafter provided (i) if any law shall be passed which renders it illegal or (ii) if in the reasonable opinion of that Manager it is impracticable or inadvisable to continue the Fund or Class, as the case may be. A Class of the Fund may be terminated by the Unit Holder if a Special Resolution is passed at a Unit Holders' meeting of that Class to terminate or wind-up that Class provided always that such termination or winding-up of that Class does not materially prejudice the interest of any other Class in that Fund.

The Manager, upon termination, shall as soon as practicable notify the existing Unit Holders of the Fund in writing of the following options:

1. to receive the net cash proceeds derived from the sale of all the Fund's assets less any payment for liabilities of the Fund and any cash produce available for distribution in proportion to the number of Units held by the Unit Holders respectively;
2. to use the net cash proceeds to invest in any other wholesale fund managed by the Manager upon such terms and conditions as shall be set out in the written notification; or
3. to choose any other alternative as may be proposed by the Manager.

Nonetheless, the Fund may be terminated if a Special Resolution is passed at a Unit Holders' meeting to terminate the Fund.

7.2.2 Termination of a Class

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

7.3 POWER TO CALL FOR A MEETING BY UNIT HOLDERS

7.3.1 Unit Holders' Meeting convened by the Unit Holders

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

- (a) sending by post or where allowed by any relevant law and/or authority, digitally or electronically at least fourteen (14) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders or Unit Holders of a particular Class, as the case may be, at the Unit Holders' 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) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

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

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

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

7.3.2 Unit Holders' Meeting convened by the Manager

The Manager may for any purpose whatsoever summon a meeting of the Unit Holders by sending by post or where allowed by any relevant law and/or authority, digitally or electronically at least fourteen (14) days before the date of the proposed meeting, or such other time as may be prescribed by the relevant laws, a notice of the proposed meeting to all the Unit Holders. All such notices and advertisement to the Unit Holders shall specify the place, time and terms of the resolutions to be proposed.

7.3.3 Unit Holders' Meeting convened by the Trustee

A meeting of the Unit Holders summoned by the Trustee pursuant to Clause 16.2.1 of the Deed shall be summoned by sending by post at least fourteen (14) 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

A meeting of the Unit Holders summoned by the Trustee pursuant to Clause 16.2.2 of the Deed shall be summoned by:

- (a) sending by post or where allowed by any relevant law and/or authority, digitally or electronically at least fourteen (14) 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) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

CHAPTER 8: ADDITIONAL INFORMATION

8.1 REPORTS AND UP-TO-DATE INFORMATION RELATING TO THE FUND

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

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

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

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

8.2 CUSTOMER SERVICE

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

- Written confirmation on all transactions and distributions (if any);
- Monthly statement of account which shows the balance of Unit Holder's investments and all transactions made during the month, distribution details and investment value;
- Unaudited quarterly report for each of the Fund's financial quarter; and
- Audited annual report for the Fund's financial year-end.

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

Where Units Can Be Purchased or Redeemed

In relation to the information on where Units can be purchased or redeemed, please refer to the addresses and contact numbers of the offices of TAIM as disclosed in Chapter 9: List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors.

AIMS@TA Investment

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

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

8.3 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 evidence 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.

8.4 UNCLAIMED MONEYS POLICY

Any moneys (other than unclaimed distribution) payable to Unit Holders which remain unclaimed after two (2) years from the date of payment or such other period as may be prescribed by the Unclaimed Moneys Act 1965 will be paid to the Registrar of Unclaimed Moneys by us in accordance with the requirements of the Unclaimed Moneys Act 1965. Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to reclaim their moneys.

8.5 UNCLAIMED DISTRIBUTION

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

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

CHAPTER 9: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTIONAL UTS ADVISERS AND AUTHORISED DISTRIBUTORS

Head Office

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

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

Miri Business Centre	Lot 1251, 1st Floor, Centrepont Commercial Centre (Phase 1) Jalan Melayu 98000 Miri, Sarawak Tel: 085-430 415
Kota Kinabalu Business Centre	Unit 4-1-02, 1 st Floor Block 4, Api-Api Centre Jalan Centre Point 88000 Kota Kinabalu, Sabah Tel: 088-268 023 Fax: 088-248 463
Kuching Business Centre	2 nd Floor, Lot 13008, SL26, Block 16, KCLD Gala City Commercial Centre Jalan Tun Jugah 93350 Kuching, Sarawak Tel: 082-265 979
Penang Business Centre	15-1-8, Bayan Point, Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801 Fax: 04-611 9805
Melaka Business Centre	57A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-288 2687
Ipoh Business Centre	29A, Jalan Niaga Simee, Arena Niaga Simee, 31400, Ipoh, Perak Tel: 05-545 5222

Information Memorandum in respect of the TA Flexible Asian Bond Fund

**Johor Bahru Business
Centre** 37-01, Jalan Molek 1/29
Taman Molek
81100 Johor Bahru
Johor
Tel: 07-361 1781

Institutional UTS Advisers or Authorised Distributors

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

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	2nd Floor, Lot 13008, SL26, Block16, KCLD Gala City Commercial Centre Jalan Tun Jugah 93350 Kuching, Sarawak Tel: 082-265 979
MIRI Business Centre	Lot 1251, 1st Floor Centrepont Commercial Centre (Phase 1) Jalan Melayu 98000 Miri, Sarawak Tel: 085-430 415
IPOH Business Centre	29A, Jalan Niaga Simee Arena Niaga Simee 31400 Ipoh, Perak Tel: 05-350 0399
JOHOR BAHRU Business Centre	37-01, Jalan Molek 1/29 Taman Molek 81100 Johor Bahru Johor Tel: 07-3611781

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