



# 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 28 February 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 17 MARCH 2020 AS AMENDED BY THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 15 JANUARY 2021 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 29 APRIL 2022 IN RESPECT OF THE TA FLEXIBLE ASIAN BOND FUND.

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# 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**

2010 Law In relation to the Target Fund, means the Luxembourg law of 17

December 2010 relating to UCI, 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.

AUD Australian Dollar, the lawful currency of Australia.

the effect of exchange rate fluctuations between the Base Currency and

AUD.

Base Currency The base currency of the Fund, i.e. USD.

Bond Connect In relation to the Target Fund, means initiative for mutual bond market

access between Hong Kong and Mainland China established by China Foreign Exchange Trade System & National Interbank Funding Centre, China Central Depository & Clearing Co., Ltd, Shanghai Clearing House, and Hong Kong Exchanges and Clearing Limited and Central Money

markets Unit.

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.

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.

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.

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

established by treaties and cases of the EU courts. As described by the Court of Justice of the European Communities (EUECJ), "Following the entry into force of the Treaty of Lisbon on 1 December 2009, the European Union now has legal personality and has acquired the competences previously conferred on the European Community. Community law has therefore become European Union law, which also includes all the provisions previously adopted under the Treaty

In relation to the Target Fund, means law of the European Union (EU) as

on European Union as applicable before the Treaty of Lisbon.

Contingent
Convertible Bonds /

Community law

CoCo

In relation to the Target Fund, means debt instrument, issued by banks or financial institutions, which has a contingent capital feature. A contingent capital feature allows the bond to become equity (capital) upon a pre-specified triggering event. Triggering events include when the regulatory capital ratio of a bank reaches an agreed level, or the issue or issuer is subject to regulatory action or decision by the responsible regulator in the issuer's home market. The bondholder's claim can either be cancelled or partially written down in value (writedown feature), or become an equity claim (conversion feature). These instruments tend to

be perpetual in nature and tend to have discretionary coupons. However, the contingent capital feature can be found on bullet maturity instruments.

**CSSF** The Luxembourg Commission de Surveillance du Secteur Financier.

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.

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.

ΕU Current and any future member countries of the European Union.

**EUR** Euro.

**EUR Hedged Class** The Class issued by the Fund denominated in EUR that aims to minimise

the effect of exchange rate fluctuations between the Base Currency and

FUR

Fund TA Flexible Asian Bond Fund.

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.

**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.

**Group of Companies** In relation to the Target Fund, means companies belonging to the same

> body of undertakings and which must draw up consolidated accounts in accordance with Council Directive 83/349/EEC of 13 June 1983 on consolidated accounts and according to recognised international accounting rules or would be required to do so if they were located in the

EU.

Information The information memorandum in relation to the Fund as may be amended Memorandum

by the supplementary information memorandum or replacement

information memorandum from time to time.

In relation to the Target Fund, means securities with an average rating of Investment Grade

> at least BBB- (or equivalent). The average rating is based on a simple linear methodology using ratings from Standard & Poor's Corporation, Moody's Investors Service or Fitch Ratings Inc. If only two ratings are available, the simple average of those ratings shall be used. If only one rating is available, the security must be rated as investment grade by that agency. In the event that the security is unrated, it is believed to be of equivalent quality in the opinion of the Management Company or of the

Sub-Advisor on the basis of its internal rating system.

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.

LPD 31 January 2024, being the latest practicable date in respect of the

information in this Information Memorandum.

Management Company Threadneedle Management Luxembourg S.A., the designated

management company of the SICAV.

MCR Multi-class ratio, being the apportionment of the NAV of each Class over

the total NAV of the Fund based on the size of each Class. The MCR is calculated by dividing the NAV of the respective Class by the NAV of the Fund before income and expenses for the day. The apportionment is

expressed as a ratio and calculated as a percentage.

Member State In relation to the Target Fund, means a member state of the European

Union or of the European Economic Area ("EEA").

Money Market Instruments

In relation to the Target Fund, means instruments normally dealt in on the money market which are liquid and have a value which can be accurately

determined at any time.

MYR Class The Class issued by the Fund denominated in RM.

the effect of exchange rate fluctuations between the Base Currency and

RM.

NAV Net Asset Value.

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.

the liabilities of the Fund attributable to such Class 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.

Other Regulated Market In relation to the Target Fund, means a market which is regulated,

operates regularly and is recognised and open to the public, namely a market (i) that meets the following cumulative criteria: liquidity; multilateral order matching (general matching of bid and ask prices in order to establish a single price); transparency (the circulation of complete information in order to give clients the possibility of tracking trades, thereby ensuring that their orders are executed on current conditions); (ii) on which the securities are dealt in at a certain fixed frequency; (iii) which is recognised by a State or by a public authority which has been delegated by that State or by another entity which is recognised by that State or by that public authority such as a professional association; and (iv) on which

the securities dealt are accessible to the public.

Other State In relation to the Target Fund, means any State of Europe which is not a

Member State, any State of America, Africa, Asia and Oceania.

Regulated Market In relation to the Target Fund, means a regulated market as defined in

the Parliament and Council Directive 2004/39/EC of 21 April 2004 on markets in financial instruments as amended ("Directive 2004/39/EC") namely a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is

authorised and functions regularly and in accordance with the provisions of Title III of Directive 2004/39/EC. An updated list of Regulated Markets is available at

https://registers.esma.europa.eu/publication/searchRegister?core=esma registers upreg#.

Regulatory Authority In relation to the Target Fund, means the Luxembourg authority or its

successor in charge of the supervision of UCI in the Grand Duchy of

Luxembourg.

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.

RMB Hedged Class The Class issued by the Fund denominated in RMB that aims to minimise

the effect of exchange rate fluctuations between the Base Currency and

RMB.

SC / Securities Commission Malaysia

The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.

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 Columbia Threadneedle (Lux) I, a société d'investissement à capital

variable (an open-ended investment fund of the corporate type).

Sophisticated Investor(s)

Any person who:

- (a) is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors, as amended from time to time;
- (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.

Note: For more information and/or updates on the definition of "Sophisticated Investor", please refer to our website at <a href="https://www.tainvest.com.my">www.tainvest.com.my</a>.

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.

Sub-Advisor Threadneedle Investments Singapore (Pte.) Limited.

Target Fund CT (Lux) Flexible Asian Bond.

Target Fund's Prospectus

The prospectus of the Target Fund dated 20 November 2023 and as may be amended from time to time.

Transferable Securities In relation to the Target Fund, means

shares and other securities equivalent to shares;

bonds and other debt instruments;

 any other negotiable securities which carry the right to acquire any such transferable securities by subscription or exchange with the exclusion of techniques and instruments;

loan participations.

Trustee CIMB Commerce Trustee Berhad (Registration Number: 199401027349

(313031-A)).

UCI In relation to the Target Fund, means an undertaking for collective

investment as defined by Luxembourg law.

UCITS In relation to the Target Fund, means an undertaking for collective

investment in Transferable Securities under Article 1 (2) of the UCITS

Directive.

UCITS Directive In relation to the Target Fund, means directive 2009/65/EC of the

European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as may

be amended.

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) / you Sophisticated Investor(s) registered for the time being as the holder of

Units of a Class, including a jointholder; in relation to the Fund, means all

the unit holders of every Class in the Fund.

USD United States Dollar, the official 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 TA Investment Management Berhad (Registration Number:

Manager / TAIM 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

Head Office / Business

Address:

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

22 Jalan P. Ramlee 50250 Kuala Lumpur

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

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

#### **Trustee**

Name: CIMB Commerce Trustee Berhad (Registration Number: 199401027349

(313031-A))

Registered Address: Level 13, Menara CIMB

Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur

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

Business Address: Level 21, Menara CIMB

Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur

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

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

Website: www.cimb.com

## **CHAPTER 1: THE FUND**

	FUND INFORMATION						
Fund Name	TA Flexible Asian Bond Fund						
Fund Category	Feeder fund (Fixed Income)						
Base Currency	USD						
Class(es) of Units	<ul> <li>USD Class</li> <li>MYR Class</li> <li>AUD Hedged Class</li> <li>SGD Hedged Class</li> <li>GBP Hedged Class</li> <li>MYR Hedged Class</li> <li>RMB Hedged Class</li> <li>EUR Hedged Class</li> </ul>						
Investment Objective	The Fund seeks to achieve a total return from income and capital appreciation.  Any material change to the Fund's investment objective would require Unit Holders' approval.						
Investment Strategy	The Fund seeks to achieve its objective by investing a minimum of 85% of the Fund's NAV in the CT (Lux) Flexible Asian Bond ("Target Fund") and the remainder of the Fund's NAV will be invested in liquid assets.  The Fund may employ currency hedging strategies to hedge the foreign currency exposure to manage the currency risk of the Classes which are not denominated in the Base Currency.  If and when the Manager considers the investment in the Target Fund is unable to meet the objective of the Fund, the Manager may choose to replace the Target Fund with another collective investment scheme that is deemed more appropriate. The Manager will seek Unit Holders' approval before any such changes are made.  As this is a feeder fund, the Manager will stay invested in the Target Fund as long as the Target Fund's investment objective and strategies will enable the Fund to meet its investment objective. Nevertheless, during adverse market conditions, the Manager may take a temporary defensive position which may be inconsistent with the Fund's strategy by reducing its investment into the Target Fund and increase the Fund's liquidity level by investing in liquid assets to safeguard the Unit Holders' interest.  The Fund may change its investments in one class of the Target Fund into another class of the Target Fund (which must be denominated in the same currency) if the Manager is of the opinion that the change is in the interest of the Unit Holders. If the Manager wishes to effect such change, the Manager will seek concurrence from the Trustee and the Unit Holders will be notified before the implementation of such change. Please refer to Chapter 3: The Information on CT (Lux) Flexible Asian 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> <li>A minimum of 85% of the Fund's NAV will be invested in the Target Fund; and</li> <li>A maximum of 15% of the Fund's NAV will be invested in liquid assets.</li> </ul>			
Specific Risks Associated with the Fund	<ul> <li>Risk of Passive Strategy</li> <li>Currency Risk</li> <li>Country Risk</li> <li>Fund Management of the Target Fund Risk</li> <li>Counterparty Risk</li> <li>Distribution Out of Capital Risk</li> <li>Temporary Suspension of the Collective Investment Scheme Risk</li> </ul>			
Performance Benchmark	J.P. Morgan Asia Credit Index Diversified.  The Fund adheres to the benchmark of the Target Fund for performance comparison only.  Any change of the Fund's benchmark will be updated on our website and/or the Fund's product highlights sheet.			
Investor Profile	<ul> <li>The Fund is suitable for Sophisticated Investors who:</li> <li>seek potential total returns through income and capital appreciation;</li> <li>seek investment exposure to Asian (excluding Japan) bond markets. The investor should be aware that geographic concentration may add more volatility than a more broadly diversified portfolio;</li> <li>can tolerate the high price volatility and lower liquidity associated with lower-rated and other less-liquid debt securities;</li> <li>are willing to take on a high level of risk; and</li> <li>have a long-term investment horizon.</li> </ul>			
Permitted Investments	Unless otherwise prohibited by the relevant regulatory authorities or any relevant law and provided always that there are no inconsistencies with the objective of the Fund, the Fund is permitted under the Deed to invest in the following:  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  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 <u>exclusive</u> 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 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 a 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 cale				
	Assuming an investor decided to invest RM5,000.00 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	5,000.00		
	Number of Units allocated (RM5,000.00 / RM 0.5000)		10,000.00		
	Add Sales Charge 3.00% of investment amount (3.00%x RM5,000.00)	RM	150.00		
	Total amount payable by investor	RM	5,150.00		
	Please note that the calculation set out a purposes and exclusive of any payable taxes a				
REDEMPTION CHARGE	Nil.				
SWITCHING FEE	No switching fee will be imposed for each switch.				
	However, Unit Holders will have to pay the difference in sales charge, if any, when switching from the Class to any other funds managed by us. No sales charge difference will be charged if the Class or fund (or its class) to be switched into has a lower sales charge.				
TRANSFER FEE	No transfer fee will be imposed for each transfer	er.			
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 investment or redemption will be borne by you.				
Fund which may impact	s the fees and charges indirectly incurred by you the performance of the Fund. All fees and cha Vor duties which may be imposed by the governm d.	irges q	uoted below are		
ANNUAL MANAGEMENT FEE	Up to 1.50% per annum of the NAV of the accrued on a daily basis.	Fund,	calculated and		
	Note: We may, at our own discretion and from annual management fee that is lower than that				
	Please refer to Section 4.1, Computing of NA how the annual management fee is calculated.		NAV per Unit on		

ANNUAL TF	fee	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 (excluding foreign custodian fees and charges).	
		ase refer to Section 4.1, Computing of NAV and NAV per Unit on the annual trustee fee is calculated.	
OTHER EXI RELATED TO FUND	THE nec	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:	
	(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) (v)	costs, fees and expenses properly incurred by the auditor of the Fund; costs, fees and expenses incurred for the valuation of any	
	(vi)	investment of the Fund by independent valuers for the benefit of the Fund; 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; costs, fees and expenses incurred in engaging any specialists	
	(x)	approved by the Trustee for investigating or evaluating any proposed investment of the Fund; costs, fees and expenses incurred in engaging any adviser for	
		the benefit of the Fund;	
	(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;	
	(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;	
	(xiii)	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	
	(xiv)	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	
	(xv)	regulatory authority; 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;	

(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;
(xvii)	fees in relation to fund accounting;
(xviii	costs, fees and expenses incurred for the subscription, renewal
	and/or licensing of the performance benchmark for the Fund;
	and
(xix)	any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (i) to (xviii) above.

#### Notes:

- 1. We may for any reason and at any time, waive or reduce: (a) any fees (except the annual Trustee's fee); (b) other charges payable by you in respect of the Fund; and/or (c) transactional values including but not limited to the Units or amount, for any Unit Holder and/or investments made via any distribution channels or platform.
- 2. Unit Holders and/or the Fund, shall be responsible for any taxes and/or duties chargeable in respect of all applicable fees, charges and expenses which may be imposed by the government or other authorities from time to time as provided in the 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	EUR Hedged Class
	USD 5,000 or such o	RM 5,000 other low	AUD 5,000 er amount a	SGD 5,000 as we may	GBP 5,000 decide from	RM 5,000 n time to tin	RMB 5,000 ne.	EUR 5,000
Minimum Additional Investment	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	EUR Hedged Class
	USD 1,000 or such o	RM 1,000 other low	AUD 1,000 er amount a	SGD 1,000 as we may	GBP 1,000 decide from	RM 1,000 n time to tin	RMB 1,000 me.	EUR 1,000
Minimum Redemption	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	EUR Hedged Class
	1,000 Units	1,000 Units	1,000 Units	1,000 Units	1,000 Units	1,000 Units ecide from t	1,000 Units	1,000 Units
	Note: Ur Class if t redeeme	nit Holder hey wish ed all of h	s must hold to remain a is Units if h	d the minim as Unit Hole is Units fall	oum holding ders. The U below the I	of Units in Init Holder	their acco will be deer olding amo	nunt for each med to have unt for each
Minimum Transfer of Units	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	EUR Hedged Class
	1,000 Units or such of	1,000 Units other less	1,000 Units ser number	1,000 Units of Units as	1,000 Units we may de	1,000 Units ecide from t	1,000 Units time to time	1,000 Units

Minimum	HOD	MANO	AUD	665	ODD	MVD	DMD	EL ID
Minimum Holding of	USD Class	MYR Class	_	SGD Hedged	GBP Hedged	MYR Hedged	RMB Hedged	EUR Hedged
Units	4.000	4.000	Class	Class	Class	Class	Class	Class
	1,000	1,000	1,000	1,000	1,000	1,000	1,000 Units	1,000
	Units	Units	Units ser number o	Units	Units	Units		Units
	Or Sucri of	uici ico	isci ridiribci (	or Orms as	we may act	Jac Hom u	me to time.	
Cooling-off Policy	A cooling-off right is not available for the Fund.							
Frequency	There is n	no restri	iction on the	frequency (	of redemption	on.		
of Redemption	A duly cor	mplotos	d radomation	roquoete n	ouet he rece	ived by us	on or hofor	o 4 00n m
Redemption	A duly completed redemption requests must be received by us on or before 4.00p.m. on any Business Day. Any redemption requests that are received by us after 4.00p.m.							
			ave been rec				,	
<u> </u>	<b>D</b>				*** *	(40) D :	- ·	
Redemption			ceeds will be request is re-					
Payment Period			saction form				ded payme	ent method
Teriou	Stated III t	inc tran	isaction form	TOCCIVED D	y our ricau	omoc.		
Switching			lable betweer					
Facility		IM's fu	nds (or its o	class of ur	nits), which	are deno	minated in	the same
	currency.	or ewite	hing out of th	a Class				
	(a) 10		minimum swit		nits is 1 000	Units: and	1	
	•		minimum hol	•				tch) of the
			ective Class,					
	(b) fo		hing into the					
	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							
	intend to switch into will be applicable to you.							
	Note: The Manager has the discretion to lower the minimum Units for switching from time to time.							
	Switching	مط النبيد	made at the	n provoiling	a NIAN/ por I	Init of the	Class to b	o owitoboo
	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., v	ve will proces	ss your req	uest on the	next Busin	ess Day.	
	Please no	ota that	the net asset	value per	unit of a fun	d (or its ala	ee) to be a	witched out
			et value per u					
			The table bel					
			another fund					
	on the net	t asset	value per uni	t of the fun	d on the sa	me day ex	cept for the	following:
	Switch	Out	Switch	In	Di	ricing Day	(NIA \/)	
	SWILCII	Out	SWILCII		witch Out		Switch In	
	Nan ana	nev	Non-money		T Day		T+1 Day	
	Non-mor				-	1		
	market f	und*	market fund					
	market for Non-more	und* ney	Money mark		T Day		ext valuation	
	market f	und* ney			T Day	subje	ct to cleara	nce of
	market for Non-more	und* ney	Money mark		T Day	subjed payn	ct to cleara	nce of oney
	market for Non-more	und* ney	Money mark		T Day	subjed payn	ct to cleara nent and m ed by the in	nce of oney
	market fi Non-mor market fi	und* ney	Money mark fund	ket	•	subjec payn receive	ct to clearar nent and m ed by the in fund.	nce of oney tended
	market for Non-more	und* ney und	Money mark	ket	T Day	subject payn received	ct to cleara nent and m ed by the in	nce of oney tended on point,
	market fi	und* ney und	Money mark fund Money mark	ket	•	subject payn received  At the n subject payn	ct to clearanent and med by the infund.  ext valuation to clearanent and medical medic	on point, nce of oney
	market fi	und* ney und	Money mark fund Money mark	ket	•	subject payn received  At the n subject payn	ct to clearant to clearant and med by the infund.  ext valuation to clearant t	on point, nce of oney

#### Note:

\* For certain funds with foreign investment exposure, the valuation point may be after the close of Bursa Malaysia but before 5.00 p.m. on the following day in which the Manager is open for business. As a result of having a valuation point on the following day (T+1 day), the net asset value 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).

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

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.

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.

#### 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.

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.

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.

The person who is in receipt of the Units must be a Sophisticated Investor as well.

#### Eligibility to Subscribe

The Fund is only offered for sale to Sophisticated Investors.

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.

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	The Fund intends to distribute income, if any, on a monthly or a quarterly basis, at the Manager's discretion.				
	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.				

	The effects of distributing income out of capital would include but are not limited to the following:  the value of the investments in the Fund may be reduced; the capital of the Fund may be eroded.				
	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 is 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.				
	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.				
Financial Year End	30 November.				
Deed(s)	Principal Deed 5 March 2020				
, ,	Supplemental Deed(s)	First Supplemental Deed – 22 February 2024			
Avenue for Advice	You may contact our Custo	mer 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 other Classes. As at the date of this Information Memorandum, there are eight (8) Classes in the Fund, i.e. USD Class, MYR Class, AUD Hedged Class, SGD Hedged Class, GBP Hedged Class, MYR Hedged Class, RMB Hedged Class and EUR 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 law or Guidelines due to factors such as human error or weaknesses in operational processes and systems may adversely affect the performance of the Fund.

#### c) Inflation Risk

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

#### d) Non-compliance Risk

This risk arises from non-compliance with laws, rules, regulations, prescribed practices and internal policies and procedures by the management company. For example, we 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. We have 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. We have 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, we, in consultation with the Trustee, will take appropriate measures to safeguard the Unit Holders' interests.

#### g) Suspension Risk

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

#### 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) Risk of Passive Strategy

The Fund adopts a passive strategy of investing a minimum of 85% of its NAV into the Target Fund at all times. This passive strategy 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 Sub-Advisor 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 as the Manager will as much as practicable mitigate this risk by hedging the currency of the respective hedged Classes against the Base Currency. However, investors should note that hedging is subject to a minimum investment size of entering into a forward contract and the unhedged portion of the respective hedged Classes may still be affected by the exchange rate movement which may result in fluctuation of NAV of the respective hedged Classes. In addition, investors in the hedged Classes should note that by employing this hedging, investors would not be able to enjoy the additional currency gains when the Base Currency moves favourably against the currency of the hedged Classes. Additional transaction costs of hedging will also have to be borne by the investors in these hedged Classes.

#### (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

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

The Target Fund may change its investment objective which may become inconsistent with the investment objective of the Fund. In such instances, we will replace the Target Fund with other

collective investment scheme which we consider to be more appropriate in meeting the 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. Hence, any default or downgrade in rating by the counterparty may affect the NAV of the Fund. In mitigating this risk, the Manager will carry out stringent selection process on the counterparty prior to entering into derivatives contract with the counterparty.

#### 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 Collective Investment Scheme Risk

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

#### General

Investment in the Target Fund entails a degree of risk. While there are some risks that may be common to the Target Fund, there may also be specific risk considerations which apply to the Target Fund in which case such risks will be specified in the investment policy section for the Target Fund. It is important to keep in mind one of the main principles of investing: the higher the risk of losing money, the higher the potential reward. The reverse, also, is generally true: the lower the risk, the lower the potential reward. Investment in the shares of the Target Fund may not be suitable for all investors and should not be considered a complete investment program.

The NAV of shares of the Target Fund can go down as well as up, and shareholders of the Target Fund may lose money by investing in the Target Fund. Shareholders of the Target Fund should generally view an investment in the Target Fund as being a medium to long-term investment. The value of an investment in the Target Fund changes with the values of the Target Fund's investments. Many factors can affect those values. Each separate security in which the Target Fund may invest and the investment techniques which the Target Fund may employ are subject to various risks. The following describes some of the general risk factors that should be considered before investing in the Target Fund. The following list is neither specific nor exhaustive and a financial adviser or other appropriate professional should be consulted for additional advice.

#### a) Market Risk

The Target Fund may incur losses due to declines in the value of one or more securities in which it invests. These declines may be due to factors affecting a particular issuer, or the result of, among other things, political, regulatory, market, economic or social developments affecting the relevant market(s) more generally. In addition, turbulence and reduced liquidity in financial markets may negatively affect many issuers, which could adversely affect the Target Fund's ability to price certain assets in thinly traded and closed markets, and could also lead to significant redemptions and

operational challenges. Global economies and financial markets are increasingly interconnected, and conditions and events in one country, region or financial market may adversely impact issuers in a different country, region or financial market. These risks may be magnified if certain events or developments adversely interrupt the global supply chain; in these and other circumstances, such risks might affect companies worldwide. As a result, local, regional or global events such as terrorism, civil conflicts and war, natural disasters, disease/virus outbreaks and epidemics or other public health issues, recessions, depressions or other events — or the potential for such events — could have a significant negative impact on global economic and market conditions. These and other related events could have a negative impact on the Target Fund performance and the value of an investment in the Target Fund.

#### b) Exchange Rates Risk

The Target Fund is invested in securities denominated in a number of different currencies other than the base currency in which the Target Fund is denominated and, therefore, changes in foreign currency exchange rates will affect the value of securities in the Target Fund.

#### c) Interest Rates Risk

The values of fixed income securities held by the Target Fund generally will vary inversely with changes in interest rates and such variation may affect share prices of the Target Fund accordingly.

#### d) Inflation Risk

Inflation risk is the uncertainty over the future real value (after inflation) of an investment. Inflation rates may change due to shifts in the domestic or global economy, and the Target Fund's investments may not keep pace with inflation.

#### e) High Yield Risk

The Target Fund may invest in High Yield (i.e. securities rated below investment grade). Investing in High Yield involves special risks in addition to the risks associated with investments in higher-rated fixed income securities. While offering a greater potential opportunity for capital appreciation and higher yields, High Yield typically entail greater potential price volatility and may be less liquid than higher rated securities. High Yield may be regarded as predominantly speculative with respect to the issuer's continuing ability to meet principal and interest payments. They may also be more susceptible to real or perceived adverse economic and competitive industry conditions than higher rated securities.

#### f) Emerging Markets Risk

Investments in emerging markets may be more volatile than investments in more developed markets. Some of these markets may have relatively unstable governments, economies based on only a few industries, and securities markets that trade only a limited number of securities. Many emerging markets do not have well developed regulatory systems and disclosure standards may be less stringent than those of developed markets. Such instability may result from, among other things, authoritarian governments, or military involvement in political and economic decision making, including changes or attempted changes in governments through non-constitutional means; internal insurgencies; hostile relations with neighbouring countries; and ethnic, religious or racial conflict.

The risk of expropriation, confiscatory taxation, nationalisation and social, political and economic instability are greater in emerging markets than in developed markets. Certain of such countries may have in the past failed to recognise private property rights or nationalised or expropriated the assets of private companies. As a result, the risks of investing in those countries, including the risks of nationalisation, expropriation and repatriation of assets, may be heightened. In addition, unanticipated political or social developments may affect the values of the Target Fund's investments in those countries and the availability to the Target Fund of additional investment in those countries.

In addition to withholding taxes on investment income, some emerging markets may impose different capital gains taxes on foreign investors.

A number of attractive emerging markets restrict, to varying degrees, foreign investment in securities. Further, some attractive equity securities may not be available to the Target Fund because foreign shareholders hold the maximum amount permissible under current law. Repatriation of investment income, capital and the proceeds of sales by foreign investors may require governmental registration and/or approval in some emerging markets and may be subject to currency exchange control restrictions. Such restrictions may increase the risks of investing in certain of the emerging markets.

Unless otherwise specified within the Target Fund's investment objective and policy, the Target Fund will only invest in markets where these restrictions are considered acceptable by the directors of the SICAV.

Generally accepted accounting, auditing and financial reporting practices in emerging markets may be significantly different from those in developed markets. Compared to mature markets, some emerging markets may have a low level of regulation, enforcement of regulations and monitoring of investors' activities, including trading on material non-public information.

The securities markets of emerging countries have substantially less trading volume, resulting in a lack of liquidity and high price volatility. There may be a high concentration of market capitalisation and trading volume in a small number of issuers representing a limited number of industries as well as a high concentration of investors and financial intermediaries. These factors may adversely affect the timing and pricing of the Target Fund's acquisition or disposal of securities, and it may be difficult to assess the value of the Target Fund's investments.

Practices in relation to settlement of securities transactions in emerging markets involve higher risks than those in developed countries because brokers and counterparties in such countries may be less well capitalised, custody and registration of assets in some countries may be unreliable, and the Target Fund may be required to establish special custodial or other arrangements before making investments. Market practice may require that payment shall be made prior to receipt of the security which is being purchased or that delivery of a security must be made before payment is received. In such cases, default by a counterparty through whom the relevant transaction is effected might result in a loss being suffered by the Target Fund. The SICAV will seek, where possible, to use counterparties whose financial status is such that this risk is reduced. However, there can be no certainty that the SICAV will be successful in eliminating this risk for the Target Fund, particularly as counterparties operating in emerging markets frequently lack the substance or financial resources of those in developed countries. Delays in settlement could result in investment opportunities being missed if the Target Fund is unable to acquire or dispose of a security.

There may be less publicly available information about certain financial instruments than some investors would find customary and entities in some countries may not be subject to accounting, auditing and financial reporting standards and requirements comparable to those to which certain investors may be accustomed. Certain financial markets, while generally growing in volume, have for the most part, substantially less volume than more developed markets, and securities of many companies are less liquid and their prices more volatile than securities of comparable companies in more sizeable markets. There are also varying levels of government supervision and regulation of exchanges, financial institutions and issuers in various countries. In addition, the manner in which foreign investors may invest in securities in certain countries, as well as limitations on such investments, may affect the investment operations of the Target fund.

Emerging Market Country debt will be subject to high risk and will not be required to meet a minimum rating standard and may not be rated for creditworthiness by any internationally recognised credit rating organisation. The issuer or governmental authority that controls the repayment of an emerging country's debt may not be able or willing to repay the principal and/or interest when due in accordance with the terms of such debt. As a result of the foregoing, a government obligor may default on its obligations. If such an event occurs, the SICAV may have limited legal recourse against the issuer and/or guarantor.

#### g) Emerging Markets – Custody Risk

Safe custody of securities in emerging markets involves risk and considerations which do not normally apply when settling transactions and providing safe custody services in more developed countries. In circumstances such as the insolvency of a sub-custodian or registrar, or retroactive application of legislation, the Target Fund may not be able to establish title to investments made and

may suffer losses as a result. The Target Fund may find it impossible to enforce its rights against third parties.

Custody services are very often undeveloped and, although the SICAV will endeavour to put into place control mechanisms, including the selection of agents to register emerging markets securities on behalf of the Target Fund, there is a significant transaction and custody risk of dealing in securities of emerging markets.

As the Target Fund may invest in markets where custodial and/or settlement systems are not fully developed, assets which are traded in such markets and which have been entrusted to subcustodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances where the depositary to the SICAV will have no liability.

#### h) Emerging Markets - Liquidity Risk

Lack of liquidity and efficiency in certain of the stock markets or foreign exchange markets in certain emerging markets may mean that from time to time the Sub-Advisor may experience more difficulty in purchasing or selling holdings of securities than it would in a more developed market. The small size and inexperience of such stock and foreign exchange markets and the limited volume of trading in these countries may make the Target Fund's investments illiquid and more volatile than investments in more established countries.

The Target Fund may invest in shares of companies listed on exchanges which are less liquid and more volatile than the world's leading stock markets and this may result in greater fluctuations in the price of shares of the Target Fund. There can be no assurance that there will be any market for securities acquired in an emerging market and such lack of liquidity may adversely affect the value or ease of disposal of such securities.

#### i) Risk associated with the Use of Derivatives and other Investment Techniques

The Target Fund may employ techniques and instruments relating to Transferable Securities and other financial liquid assets for either efficient portfolio management i.e. to increase or decrease their exposure to changing security prices, interest rates, currency exchange rates, commodity prices or other factors that affect security values and hedging purposes, and/or to attempt to reduce certain risks of its investments and to attempt to enhance return. These techniques may include but are not limited to the use of options, forward currency exchange contracts, futures contracts, contracts for difference and swaps (including credit default swaps, credit default swaps on eligible loan indices, interest rate swaps and, to the extent permitted by the Target Fund's investment policy, total/excess return swaps) and other investment techniques described in Appendix B.I "Investment Techniques and Instruments" of the Target Fund's Prospectus.

Participation in the options or futures markets and in currency exchange or contracts for difference or swap transactions involves investment risks and transactions costs to which the Target Fund would not be subject in the absence of the use of these strategies. The use of derivatives and other techniques carries high risk and leverage risk in particular. Leverage has the effect of increasing the magnitude of any profits compared to if there were no leverage; however, it also increases the level of any loss. This is the risk arising from the use of relatively small financial resources to obtain a large number of market positions. In a falling market, leverage can increase the losses on the derivative positions concerned. In a falling market, the sale of options and other currency derivatives or other assets may mean that their entire purchase price or premiums are lost.

The use of such techniques and instruments for the Target Fund is, however, subject to special limits (see Appendix A of the Target Fund's Prospectus).

The SICAV may use these techniques to adjust the risk and return characteristics of the Target Fund's investments. If the Management Company or the Sub-Advisor judges market conditions incorrectly or employs a strategy that does not correlate well with the Target Fund's investments, these techniques could result in a loss, regardless of whether the intent was to reduce risk or increase return. These techniques may increase the volatility of the Target Fund and may involve a small investment of cash relative to the magnitude of the risk assumed. In addition, these techniques could result in a loss if the counterparty of the transaction does not perform as promised. The Target Fund engaging in contracts for difference or swap transactions are also exposed to a potential counterparty

risk. In the case of insolvency or default of the swap counterparty, the Target Fund involved could suffer a loss.

There can be no assurance that the Management Company or the Sub-Advisor will be able to successfully hedge the Target Fund or that the Target Fund will achieve the investment objectives.

Derivative instruments, including but not limited to swaps, futures, and certain FX contracts, are subject to new regulations such as EMIR, MiFID II/MiFIR and similar regulatory regimes in the U.S., Asia, and other global jurisdictions. The implementation of such regulations, including new requirements requiring mandatory clearing and margining, may increase the overall costs to the SICAV of entering into and maintaining such derivative instruments and may impact the SICAV's returns or the ability of the Sub-Advisor to achieve their investment objectives. Global regulation of derivative instruments is a rapidly-changing area and, as such, the full effects of present or future legislation or regulations in this area are not known, but could be substantial and adverse.

The Target Fund may also invest in financial derivative instruments as a principal investment objective, as more fully described in the investment policy of the Target Fund, which may entail additional risks for shareholders of the Target Fund. The SICAV may use either the Value at Risk ("VaR" approach relative VaR approach) in order to calculate the global exposure of the Target Fund to financial derivative instruments (the "Global Exposure"), it being understood that the Global Exposure of the Target Fund may not exceed the total net asset value of the Target Fund.

The below table shows the Target Fund using the VaR approach to determine Global Exposure:

- the methodology used to determine the Target Fund's Global Exposure (relative VaR approach);
- the expected level of leverage (disclosed, for the sake of clarity, on the basis of the sum of the notionals approach and on the basis of the Commitment Approach). The actual risks relating to the Target Fund and the use of financial derivative instruments by the Target Fund are not impacted by the leverage-calculation method used;
- details on the performance tracked by the relevant reference portfolio used.

Name of Portfolio	Methodology Used	Leverage	
	to determine Global	Sum of Notionals	Commitment
	Exposure		Approach
Flexible Asian Bond	Relative VaR (performance tracked by reference to the J.P. Morgan Asia Credit Index Diversified)	0-300%	0-50%

The table above shows the expected level of leverage. Shareholders of the Target Fund are informed that the actual levels may be higher than the ranges shown in the above table. Where leverage is high, additional measures are used to monitor the Target Fund's risk profile.

#### j) Credit Risk

Investors in the Target Fund should be aware that such an investment may involve credit risk. Bonds or other debt securities involve credit risk to the issuer which may be evidenced by the issuer's credit rating. Credit ratings only constitute preliminary indicators of investment quality. Securities which are subordinated and/or have a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than more highly rated securities. In the event that any issuer of bonds or other debt securities experiences financial or economic difficulties, this may affect the value of the relevant securities (which may be zero) and any amounts paid on such securities (which may be zero). This may in turn affect the NAV per share of the Target Fund.

Investors in the Target Fund investing in OTC derivatives should be aware that the assets covering the obligations of the Target Fund under such OTC derivatives, where applicable, will generally include bonds or other debt instruments that involve credit risk that may be retained by the Target Fund.

#### k) Counterparty Risk

This risk relates to the quality of the counterparty with whom the Management Company or the Sub-Advisor does business, in particular for the settlement/delivery of financial instruments, the conclusion of financial forward contracts or of total return swaps. In the event of the default of a counterparty, the Target Fund may suffer losses to the extent that the counterparty is unable to meet its obligations to the Target Fund. This risk cannot be eliminated but can be mitigated through the taking of collateral.

The risk reflects the counterparty's ability to honour its commitments (payment, delivery, repayment, etc.).

#### I) Collateral Risk

There is a risk that the value of collateral held by the Target Fund or that the proceeds resulting from the realisation of the collateral are not sufficient to cover the Target Fund's exposure to an insolvent counterparty and that the Target Fund may not recover any subsequent shortfall. This may occur for instance in cases where there is no or limited liquidity on the markets or where the price volatility is high and the collateral cannot be sold at a fair price. The Target Fund is also exposed to the risk of insolvency of the bank with which cash collateral is placed

In addition, it cannot be excluded that, in certain circumstances, insufficient coverage of the counterparty's exposure or failure by the counterparty to return the collateral when due may occur as a result of a technical or operational failure. The SICAV seeks to deal with reputable counterparties so that this risk is reduced. Legal arrangements entered into with the counterparty may also not be enforceable in the courts of the relevant jurisdiction, in which case the Target Fund will be unable to enforce its rights over the collateral it has received.

#### m) Options and futures on currencies and other assets Risk

The sale of calls on currencies and other assets commits the Target Fund to supply the underlying asset to the call purchaser if he or she exercises the option to buy. This gives rise to the risk that, if the option is exercised, the Target Fund could either fail to benefit from any significant rise in the value of the underlying asset or be forced to purchase that asset on the open market at a higher price in order to supply it to the counterparty to the contract. In the case of the sale of puts on currencies or other assets, the risk is that the Target Fund will be forced to buy those currencies or other assets at the strike price, even though their market prices may be significantly lower at the exercise date. The value of fund assets could be more adversely affected by option leverage than by the direct purchase of currencies or other assets.

Similar risks accompany financial futures in which the parties to the contract agree to deliver an agreed asset or currency at an agreed time at an agreed price. Leverage and its associated risks exist here too because only one part of the contract (the "margin") must be delivered immediately. Sharp price fluctuations in either direction on the margin can produce major gains or losses. In private transactions, the duty to make margin payments need not necessarily apply.

#### n) Non-traditional Debt Securities Risk

The Target Fund is generally permitted to invest in a range of fixed interest securities which includes non-traditional types of debt securities. These may include (without limitation) regulatory capital (such as Tier 1 and Tier 2 capital), subordinated debt, and various forms of contingent capital securities including but not limited to Contingent Convertible Bonds. These securities may possess features such as coupon deferral or cancellation, resettable coupon rates, loss of capital or conversion to equity. Such investment may be made by the Target Fund but will only be permitted in accordance with the Target Fund's investment objective and policy and within the existing risk profile of the Target Fund.

In line with European Securities and Markets Authority ("ESMA") communication 2014/944, Contingent Convertible Bonds have specific risks associated such as:

 Coupon cancellation: coupon payments are entirely discretionary and may be cancelled by the issuer at any point, for any length of time;

- Trigger level risk: Trigger levels differ and determine exposure to conversion risk depending on the distance of the capital ratio to the trigger level. It might be difficult for the Sub-Advisor to anticipate the triggering events that would require debt to convert into equity;
- Capital structure inversion risk: contrary to classic capital hierarchy, investors in Contingent Convertible Bonds may suffer a loss of capital when equity holders do not;
- Call extension risk: Contingent Convertible Bonds are issued as perpetual instruments, callable at pre-determined levels only with the approval of the issuer. It cannot be assumed that the perpetual Contingent Convertible Bonds will be called on call date. Contingent Convertible Bonds are a form of permanent capital. The investor may not receive return of principal if expected on call date or indeed at any date.

The above risk factors do not purport to be a complete explanation of the Risks involved in investing in shares of the Target Fund.

#### o) Asset-backed Transferable Securities Risk

The Target Fund may also invest in asset-backed Transferable Securities. Asset-backed Transferable Securities represent a participation in, or are secured by and payable from, a stream of payments generated by particular assets, most often a pool of assets similar to one another, such as motor vehicle receivables or credit card receivables, home equity loans, manufactured housing loans or bank loan obligations.

#### p) Credit Default Swaps Risk

The Target Fund may also enter into credit default swap transactions which can be subject to higher risk than direct investment in debt securities. The market for credit default swaps may from time to time be less liquid than debt securities markets. The "buyer" (of protection) in a credit default swap transaction is obliged to pay the "seller" a periodic stream of payments over the term of the contract provided that no event of default on an underlying reference obligation has occurred. If an event of default occurs, the seller must pay the buyer the full notional value, or "par value", of the reference obligation in exchange for the reference obligation. The Target Fund, if sellers, will lose their investment and recover nothing. However, if an event of default occurs, the Target Fund (if buyers) will receive the full notional value of the reference obligation that may have little or no value. As sellers, the Target Fund receive a fixed rate of income throughout the term of the contract, which is typically between six months and three years, provided that there is no event of default.

The Target Fund may also purchase credit default swap contracts in order to hedge against the risk of default of debt securities they hold in their portfolios. This would also involve the risk that the swap may expire worthless and would only generate income in the event of an actual default by an issuer of the underlying obligation as opposed to a credit downgrade or other indication of financial instability. This would also involve credit risk: the risk that the seller may fail to satisfy its payment obligations to the Target Fund in the event of a default. To mitigate the counterparty risk resulting from credit default swaps transactions, the Target Fund will only enter into credit default swaps with highly rated financial institutions specialised in this type of transaction.

#### q) Interest Rate Swaps Risk

The Target Fund may enter into an interest rate swap, in which one party exchanges a stream of interest for another party's stream. This type of swap is a contractual agreement entered into between two counterparties under which each agrees to make periodic payment to the other for an agreed period of time based upon a notional amount of principal. Under the commonest form of interest rate swap, a series of payments calculated by applying a fixed rate of interest to a notional principal amount is exchanged for a stream of payments similarly calculated but using a floating rate of interest. The use of swaps involves counterparty risk, although this risk is mitigated by entering into agreements with credit institutions or their affiliated brokers established in a country belonging to the Group of ten or a member state of the EEA and which have at least an investment grade rating.

#### r) Currency Fluctuations Risk

The Target Fund will be exposed to currencies other than the base currency of the Target Fund, which may increase the volatility of the NAV of the Target Fund. In addition, the Target Fund exposed to emerging markets currencies may experience even greater volatility.

Some currencies may experience significant declines against some other currencies and devaluation of any such currencies may occur subsequent to the investment in these currencies by the Target Fund. The value of the assets of the Target Fund, as measured in one currency, may consequently be affected unfavourably by such devaluations. In addition, the Target Fund may engage in certain currency transactions, where available, in an attempt to hedge the Target Fund's currency risks. Such transactions may entail additional costs.

While the factors described above may result in a generally higher risk with respect to emerging markets, the Target Fund will attempt to manage this risk through diversification of investments within the Target Fund.

#### s) Investment in other UCIs Risk (including Exchange Traded Funds)

The Target Fund may invest in other UCIs. Investment decisions of such underlying UCIs are made at the level of such UCIs. There can be no assurance that the selection of the managers of the underlying UCIs will result in an effective diversification of investment styles and that positions taken by the underlying UCIs will always be consistent. The underlying UCIs may not be subject to the supervision of the CSSF and may be less regulated; custody and audit rules may notably differ. The valuations of the assets of the underlying UCIs may not be verified by an independent third party on a regular or timely basis.

Both the Target Fund and the underlying UCIs will have costs and impose fees and commissions, which will cause a higher level of fees than if the investors invested directly in the underlying UCIs. However, when the Target Fund invests in units/shares of other UCITS and/or other UCI which are managed, either directly or by delegation, by the Management Company or the Sub-Advisor or by any other company with which the Management Company or the Sub-Advisor is linked by common management or control, or by a substantial direct or indirect holding, the Management Company or the Sub-Advisor or other company may not charge subscription or redemption fees on account of the Target Fund's investment in the units of such other UCITS and/or UCIs. The maximum management fees of other UCIs or UCITS in which the Target Fund may invest shall not exceed the percentage indicated in the "Other Investment Practices" section in the Target Fund's Prospectus.

Some underlying UCIs may invest in assets that are not readily realisable or may be hard to value. The value of these assets is a matter of the relevant valuation agent's policy and the true value may not be recognised until the asset is sold. This may be an ongoing risk for UCIs investing in property, but could also include other asset classes in extreme market conditions. There may be occasions where UCIs restrict redemptions and as such the Target Fund may not be able to liquidate a position in such UCIs. In a falling market this may result in losses to the Target Fund.

#### t) Custody Risk

Without prejudice to the obligations of the depositary to the SICAV under Luxembourg law and to any related legal actions that may be available in this respect, the SICAV may be exposed to risk in relation to the custody of its assets particularly but not exclusively cash, where - depending on factors such as the legal regime in the country of custody or local market practice or other factors - assets may not be fully protected.

# u) Risks associated with China Interbank Bond Market via Northbound Trading Link under Bond Connect

Bond Connect is a new initiative launched in July 2017 for mutual bond market access between Hong Kong and Mainland China established by China Foreign Exchange Trade System & National Interbank Funding Centre ("CFETS"), China Central Depository & Clearing Co., Ltd, Shanghai Clearing House, and Hong Kong Exchanges and Clearing Limited and Central Moneymarkets Unit.

Under the prevailing regulations in Mainland China, eligible foreign investors will be allowed to invest in the bonds circulated in the China Interbank Bond Market through the northbound trading of Bond Connect ("Northbound Trading Link"). There will be no investment quota for Northbound Trading Link. Under the Northbound Trading Link, eligible foreign investors are required to appoint the CFETS or other institutions recognised by the People's Bank of China ("PBOC") as registration agents to apply for registration with the PBOC.

Pursuant to the prevailing regulations in Mainland China, an offshore custody agent recognised by the Hong Kong Monetary Authority (currently, the Central Moneymarkets Unit) shall open omnibus nominee accounts with the onshore custody agent recognised by the PBOC (currently, the China Central Depository & Clearing Co., Ltd and Shanghai Clearing House). All bonds traded by eligible foreign investors will be registered in the name of Central Moneymarkets Unit, which will hold such bonds as a nominee owner.

Market volatility and potential lack of liquidity due to low trading volume of certain debt securities in the China Interbank Bond Market may result in prices of certain debt securities traded on such market fluctuating significantly. The Target Fund investing in such market are therefore subject to liquidity and volatility risks. The bid and offer spreads of the prices of such securities may be large, and the Target Fund may therefore incur significant trading and realisation costs and may even suffer losses when selling such investments.

To the extent that the Target Fund transact in the China Interbank Bond Market, the Target Fund may also be exposed to risks associated with settlement procedures and default of counterparties. The counterparty which has entered into a transaction with the Target Fund may default in its obligation to settle the transaction by delivery of the relevant security or by payment for value.

For investments via Bond Connect, the relevant filings, registration with the PBOC and account opening have to be carried out via an onshore settlement agent, offshore custody agent, registration agent or other third parties (as the case may be). As such, the Target Fund are subject to the risks of default or errors on the part of such third parties.

Investing in the China Interbank Bond Market via Bond Connect is also subject to regulatory risks. The relevant rules and regulations on these regimes are subject to change which may have potential retrospective effect. In the event that the relevant Mainland Chinese authorities suspend account opening or trading on the China Interbank Bond Market, the Target Fund's ability to invest in the China Interbank Bond Market will be adversely affected. In such event, the Target Fund's ability to achieve its investment objective will be negatively affected.

Trading through Bond Connect is performed through newly developed trading platforms and operational systems. There is no assurance that such systems will function properly or will continue to be adapted to changes and developments in the market. In the event that the relevant systems fails to function properly, trading through Bond Connect may be disrupted. The Target Fund's ability to trade through Bond Connect (and hence to pursue its investment strategy) may therefore be adversely affected. In addition, where the Target Fund invests in the China Interbank Bond Market through Bond Connect, they may be subject to risks of delays inherent in the order placing and/or settlement systems.

#### v) PRC Tax Risk

There are risks and uncertainties associated with the current People's Republic of China ("PRC") tax laws, regulations and practice in respect of capital gains realised via the Shanghai-Hong Kong stock connect and Shenzhen-Hong Kong stock connect ("Stock Connects") (which may have retrospective effect). Any increased tax liabilities on the Target Fund may adversely affect the Target Fund's value.

There are also uncertainties under the applicable PRC tax laws on the treatment of income tax and other tax categories payable in respect of trading in China Interbank Bond Market by eligible foreign institutional investors via Bond Connect. There is also the possibility of such laws being changed and taxes being applied retrospectively. Hence it is uncertain as to the Target Fund's tax liabilities for trading in China Interbank Bond Market via Bond Connect.

#### w) Sustainability Risk Assessment

Sustainability risk is defined as "an ESG event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment". The result of the sustainability risk assessment across the various asset classes are below.

The Target Fund is exposed to sustainability risk. The Target Fund is potentially (rather than actually) exposed to ESG events or conditions that, if occurring, could cause a material negative impact on the value of the investment.

#### x) Sustainability Risk Integration

For the Target Fund, the Sub-Advisor consider sustainability risk when assessing the suitability of securities for investment, and such risks are monitored on an ongoing basis. The following disclosures describe how Columbia Threadneedle's responsible investment policies are applied to mitigate such risks across the various asset classes.

#### **Bond Portfolios**

The Sub-Advisor considers a range of sustainability related risks in the investment decision-making process, to the extent that it is possible to do so, by incorporating an issuer's responsible investment practices and risks in the research available for the Target Fund's portfolio management team. This research is systematically incorporated into the Sub-Advisor's ratings and tools, for use by the portfolio management team when considering the Target Fund's investment objective, risk within the portfolio, and the implications for ongoing monitoring of holdings.

Responsible investment factors considered by the Sub-Advisor's research analysts and personnel include assessment of exposure to - as well as management of - ESG risks including those relating to climate change, and instances of involvement in operational controversies. For example, when evaluating an issuer's overall exposure to climate risk, research personnel may consider the implications of an issuer's transition away from carbon-intensive activities and its ability to adapt accordingly, as well as the issuer's potential exposure to the physical risks of climate change, arising from its operations, supply chain or market risks. Issuer-level analysis focuses on material, industry relevant ESG factors, offering the Sub-Advisor insight into the guality of a business, as well as its leadership, focus and operating standards assessed through an ESG lens. The Sub-Advisor incorporates this and other external research into ESG ratings and reports via tools it has developed for that purpose and utilizes such information when making investment decisions for the Target Fund. Further, as applicable, the Sub-Advisor's research considers any flags around issuers' operations in accordance with international standards such as the UN Global Compact, the International Labour Organisation core labour standards and the UN Guiding Principles for Business and Human Rights. These factors may provide insight into the effectiveness of the risk management oversight of an issuer's sustainability practices and external impacts.

The Sub-Advisor may also seek to manage sustainability risks and impacts of an issuer through its stewardship efforts, and where appropriate, through its exercise of proxy voting rights. In accordance with applicable law, the Target Fund's portfolio management and responsible investment analysts may determine to engage an issuer in dialogue regarding its sustainability risk management practices.

#### 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 Sub-Advisor combines financial techniques and instruments to manage the overall risk of the Target Fund's portfolio including diversification in terms of its exposure to various countries, industries and sectors.

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

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.

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 SOPHISTICATED INVESTORS SHOULD BE AWARE THAT INVESTMENTS OF 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 CT (LUX) FLEXIBLE ASIAN 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 Sub-Advisor. 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 CT (Lux) Flexible Asian Bond.

#### 3.1 STRUCTURE OF THE TARGET FUND

The Target Fund is a separate portfolio of Columbia Threadneedle (Lux) I, an open-ended investment fund with segregated liability between portfolios. The Target Fund was established on 29 April 2014.

#### 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

Laws of the Grand Duchy of Luxembourg.

#### 3.5 THE STRUCTURE OF THE SICAV

The SICAV is an investment company organised as a "société d'investissement à capital variable" in the Grand Duchy of Luxembourg under the Companies Law and qualifies as a UCITS under the 2010 Law. The SICAV, including all its portfolios, is considered as a single legal person. However, pursuant to article 181(5) of the 2010 Law, each portfolio corresponds to a distinct part of the assets and liabilities of the SICAV and shall therefore be liable only for its own debts and obligations.

The SICAV was incorporated on 10 February 1995 for an unlimited period and may be liquidated by decision of the shareholders of the SICAV in an extraordinary general meeting. The articles of the SICAV were first published in the *Recueil Electronique des Sociétés et Associations* of the Grand Duchy of Luxembourg ("RESA") on 31 March 1995 and were last amended effective on 14 September 2018. The SICAV was formerly known as American Express Funds and subsequently as World Express Funds I. The SICAV's principal and registered office is at 31 Z.A. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg.

The SICAV is registered under the number R.C.S. Luxembourg B 50 216 at the Register of Commerce and Companies at the District Court of Luxembourg where the articles of the SICAV are available for inspection and where copies thereof may be obtained upon request.

#### 3.6 THE MANAGEMENT COMPANY OF THE TARGET FUND

The SICAV has designated Threadneedle Management Luxembourg S.A. to serve as its designated management company in accordance with the 2010 Law, pursuant to a Management Company Services Agreement dated as of 31 October 2005. Under this Agreement, the Management Company

provides investment management, administrative and marketing services to the SICAV, subject to the overall supervision and control of the directors of the SICAV.

The Management Company, formerly known as American Express Bank Asset Management Company (Luxembourg) S.A. and subsequently Standard Chartered Investments (Luxembourg) S.A. was organised on August 24, 2005 as a public limited company (*société anonyme*) for an unlimited period of time under the laws of the Grand Duchy of Luxembourg. Its articles of incorporation were published in the RESA on 22 September 2005 and were last amended on 31 October 2020. It is registered under the number R.C.S. Luxembourg B 110242 at the Register of Commerce and Companies at the District Court of Luxembourg. Its share capital amounts to Euro 2,519,100fully paid-up. The Management Company is indirectly owned by and is an indirect subsidiary of Ameriprise Financial, Inc. It is registered on the official list of Luxembourg management companies governed by Chapter 15 of the 2010 Law.

The Management Company is in charge of the day-to-day operations of the SICAV.

In fulfilling its responsibilities set forth by the 2010 Law and the Management Company Services Agreement, it is permitted to delegate all or a part of its functions and duties to third parties, provided that it retains responsibility and oversight over such delegates. The appointment of third parties is subject to the approval of the SICAV and the Regulatory Authority. The Management Company's liability shall not be affected by the fact that it has delegated its functions and duties to third parties.

#### 3.7 THE SUB-ADVISOR OF THE TARGET FUND

The Management Company has delegated the management of the assets of the Target Fund to Threadneedle Asset Management Limited as the sub-advisor who has further delegate the investment management of the Target Fund to Threadneedle Investments Singapore (Pte.) Limited ("Sub-Advisor"). The Sub-Advisor provide the Management Company with management or advisory services in relation to the Target Fund assets and also provide investment research and credit analysis concerning prospective and the Target Fund investments. The Sub-Advisor has day-to-day investment responsibility in respect of the Target Fund.

#### 3.8 INVESTMENT OBJECTIVE OF THE TARGET FUND

The investment objective of the Target Fund is to achieve a total return from income and capital appreciation.

#### 3.9 INVESTMENT POLICY & STRATEGY OF THE TARGET FUND

The Target Fund is actively managed and seeks to achieve a total return from income and capital appreciation by investing principally, either directly or indirectly through derivatives, in a portfolio of government and non-government fixed income and floating rate securities (including covered bonds, perpetual bonds, and callable and puttable bonds) that are either Investment Grade or below Investment Grade at the time of purchase, and when determined appropriate cash and Money Market Instruments. The Target Fund may also invest in asset-backed Transferable Securities (not exceeding 20% of the NAV of the Target Fund), Convertible Bonds and preference shares. These securities will be denominated either in U.S. Dollars or in Asian currencies (with the exclusion of Japanese Yen) and issued or guaranteed by institutions and corporations having their head office in, or exercising the predominant part of their economic activity in Asia (with the exclusion of Japan). The Target Fund may also invest in currencies, including non-Asian currencies, either directly or indirectly through financial derivative instruments.

Up to 20% of the Target Fund's NAV may be invested in bonds traded on the China Interbank Bond Market using Bond Connect.

The Target Fund may use financial derivative instruments for investment and hedging purposes. These derivatives may include, but are not limited to, deliverable and non-deliverable forward foreign exchange contracts (relating to Asian and non-Asian currencies), futures and options on Transferable Securities, interest rate swaps and credit default swaps.

For the purposes of managing liquidity, the Target Fund may hold ancillary liquid assets (i.e. bank deposits at sight), and may also hold bank deposits, Money Market Instruments or money market funds for treasury purposes. In normal market conditions, investments in these assets or instruments will not exceed 10% of the Target Fund's NAV.

The Target Fund is actively managed in reference to the J.P. Morgan Asia Credit Index Diversified. The index is broadly representative of the securities in which the Target Fund invests, and provides a suitable target benchmark against which the Target Fund performance will be measured and evaluated over time. The Sub-Advisor has discretion to select investments with weightings different to the index, and that are not in the index, and the Target Fund may display significant divergence from the index.

Deviations from the index, including guidance on the level of risk relative to the index, will be considered as part of the Sub-Advisor's risk monitoring process.

#### 3.10 INVESTMENT RESTRICTIONS OF THE TARGET FUND

The SICAV shall, based upon the principle of risk spreading, have power to determine the corporate and investment policy for the investments for the Target Fund, the base currency, as the case may be, and the course of conduct of the management and business affairs of the SICAV.

Except to the extent that more restrictive rules are provided for in connection with the Target Fund under "Investment Objectives and Policies" in the Target Fund's Prospectus, the investment policy of the Target Fund shall comply with the rules and restrictions laid down hereafter:

#### A. Investments in the Target Fund shall consist solely of:

- (1) Transferable Securities and Money Market Instruments listed or dealt in on a Regulated Market:
- (2) Transferable Securities and Money Market Instruments dealt in on an Other Regulated Market in a Member State:
- (3) Transferable Securities and Money Market Instruments admitted to official listing on a stock exchange of an Other State or dealt in on an Other Regulated Market in an Other State;
- (4) recently issued Transferable Securities and Money Market Instruments, provided that:
  - the terms of issue include an undertaking that application will be made for admission to official listing on a stock exchange in an Other State or on a Regulated Market or on any Other Regulated Market as described under (1)-(3) above;
  - such admission is secured within one year of issue;
- (5) units of UCITS authorised according to the UCITS Directive (including shares of other portfolios of the SICAV under the conditions set forth by Luxembourg laws and regulations) and/or other UCIs within the meaning of the first and second indent of Article 1 (2) of the UCITS Directive, whether situated in a Member State or in an Other State, provided that:
  - such other UCIs are authorised under laws which provide that they are subject to supervision considered by the Regulatory Authority to be equivalent to that laid down in Community law, and that cooperation between authorities is sufficiently ensured;
  - the level of protection for shareholders in such other UCIs is equivalent to that provided for shareholders in a UCITS, and in particular that the rules on assets segregation, borrowing, lending, and short sales of Transferable Securities and Money Market Instruments are equivalent to the requirements of the UCITS Directive;
  - the business of the other UCIs is reported in half-yearly and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period;
  - no more than 10% of the net assets of the UCITS or of the other UCIs, whose acquisition is contemplated, can, according to their constitutional documents, in aggregate be invested in units of other UCITS or other UCIs;
- (6) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in a Member State or, if the registered office of the credit institution is situated

in an Other State, provided that it is subject to prudential rules considered by the Regulatory Authority as equivalent to those laid down in Community law;

- (7) financial derivative instruments, i.e. in particular options, futures, including equivalent cashsettled instruments, dealt in on a Regulated Market or on an Other Regulated Market referred to in (1), (2) and (3) above, and/or financial derivative instruments dealt in over-the-counter ("OTC derivatives"), provided that:
  - (i) the underlying consists of instruments covered by this section A., financial indices, interest rates, foreign exchange rates, Transferable Securities or currencies, in which the Target Fund may invest according to its investment objectives; the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the Regulatory Authority, and
  - (ii) the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the SICAV's initiative;

under no circumstances shall these operations cause the Target Fund to diverge from its investment objectives;

- (8) Money Market Instruments other than those dealt on a Regulated Market or on an Other Regulated Market, to the extent that the issue or the issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that such instruments are:
  - issued or guaranteed by a central, regional or local authority or by a central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, an Other State or, in case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more Member States belong, or
  - issued by an undertaking any securities of which are dealt in on Regulated Markets or on Other Regulated Markets referred to in (1), (2) or (3) above, or
  - issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by Community law, or by an establishment which is subject to and complies with prudential rules considered by the Regulatory Authority to be at least as stringent as those laid down by Community law; or
  - issued by other bodies belonging to the categories approved by the Regulatory Authority provided that investments in such instruments are subject to investor protection equivalent to that laid down in the three paragraphs directly above and provided that the issuer is a company whose capital and reserves amount to at least ten million Euro (10,000,000 Euro) and which presents and publishes its annual accounts in accordance with directive 78/660/EEC, is an entity which, within a Group of Companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.

# B. The Target Fund may however:

- (1) Invest up to 10% of its net assets in assets other than those referred to above under A(1) through (4) and (8);
- (2) Hold up to 20% of its total net assets in ancillary liquid assets, limited to demand deposit accounts. Such restriction may temporarily be exceeded as necessary in case of exceptionally favourable market conditions if the SICAV considers this to be in the best interest of the shareholders of the Target Fund;
- (3) Borrow up to 10% of its net assets, provided that such borrowings are made only on a temporary basis. Such borrowings may be used for liquidity purposes (e.g. to cover cash shortfall caused by mismatched settlement dates on purchase and sale transactions, finance repurchases or pay fees reverting to a service provider) and/or for investment purposes. The assets of the Target Fund may be charged as security for any such borrowings in accordance with the principle of segregation of assets and liabilities provided by Article 181(5) of the 2010 Law. Collateral arrangements with respect to the writing of options or the purchase or sale of forward or futures contracts are not deemed to constitute "borrowings" for the purpose of this restriction:

- (4) Acquire foreign currency by means of a back-to-back loan.
- C. In addition, the Target Fund shall comply in respect of the net assets of the Target Fund with the following investment restrictions per issuer:

### (a) Risk diversification rules

For the purpose of calculating the restrictions described in (1) to (5), (8), (9), (13) and (14) hereunder, companies which are included in the same Group of Companies are regarded as a single issuer.

To the extent an issuer is a legal entity with multiple portfolios where the assets of a portfolio are exclusively reserved to the investors in such portfolio and to those creditors whose claim has arisen in connection with the creation, operation and liquidation of that portfolio, each portfolio is to be considered as a separate issuer for the purpose of the application of the risk spreading rules described under items (1) to (5), (7) to (9) and (12) to (14) hereunder.

### • Transferable Securities and Money Market Instruments

- (1) The Target Fund may not purchase additional Transferable Securities and Money Market Instruments of any single issuer if:
  - (i) upon such purchase more than 10% of its net assets would consist of Transferable Securities or Money Market Instruments of one single issuer; or
  - (ii) the total value of all Transferable Securities and Money Market Instruments of issuers in each of which it invests more than 5% of its net assets would exceed 40% of the value of its assets. This limitation does not apply to deposits and OTC derivative transactions made with financial institutions subject to prudential supervision.
- (2) The Target Fund may invest on a cumulative basis up to 20% of its net assets in Transferable Securities and Money Market Instruments issued by the same Group of Companies.
- (3) The limit of 10% set forth above under (1)(i) is increased to 35% in respect of Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, by its local authorities, by any Other State or by a public international body of which one or more Member State(s) are member(s).
- (4) The limit of 10% set forth above under (1)(i) is increased up to 25% in respect of covered bonds as defined in point (1) of Article 3 of Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of covered bonds and covered bond public supervision an amending Directives 2009/65/EC and 2014/59/EU, and for certain bonds where they are issued before 8 July by a credit institution which has its registered office in a Member State and is subject by law, to special public supervision designed to protect bondholders. In particular, sums deriving from the issue of those bonds issued before 8 July 2022 shall be invested in accordance with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in case of bankruptcy of the issuer, would be used on a priority basis for the reimbursement of the principal and payment of the accrued interest. Where the Target Fund invests more than 5% of its net assets in the covered bonds (as defined above), the total value of such investments may not exceed 80% of the value of the assets of the Target Fund.
- (5) The securities specified above under (3) and (4) are not to be included for purposes of computing the ceiling of 40% set forth above under (1)(ii).
- (6) Notwithstanding the ceilings set forth above, the Target Fund is authorised to invest, in accordance with the principle of risk spreading, up to 100% of its net assets in Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, by its local authorities, by any other member state of the Organisation for Economic Co-operation and Development ("OECD") such as the United States, or of the Group of twenty (G20), Singapore or Hong Kong or by a public international body of which one or more Member State(s) are member(s), provided that (i) such securities are part of at least six different issues and (ii) the securities from any such issue do not account for more than 30% of the total assets of the Target Fund.

- (7) Without prejudice to the limits set forth hereunder under (b), the limits set forth in (1) are raised to a maximum of 20 % for investments in stocks and/or bonds issued by the same body when the aim of the Target Fund's investment policy is to replicate the composition of a certain stock or bond index which is recognised by the Regulatory Authority, on the following basis:
  - the composition of the index is sufficiently diversified.
  - the index represents an adequate benchmark for the market to which it refers,
  - it is published in an appropriate manner.

The limit of 20% is raised to 35% where that proves to be justified by exceptional market conditions in particular in Regulated Markets where certain Transferable Securities or Money Market Instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.

### · Bank deposits

(8) The Target Fund may not invest more than 20% of its net assets in deposits made with the same body.

### Derivative instruments

- (9) The risk exposure to a counterparty in an OTC derivative transaction, including total/excess return swaps transactions, may not exceed 10% of the Target Fund's net assets when the counterparty is a credit institution referred to in A. (6) above or 5% of its net assets in other cases.
- (10) Investment in financial derivative instruments shall only be made, and within the limits set forth in (2), (5) and (14), provided that the exposure to the underlying assets does not exceed in aggregate the investment limits set forth in (1) to (5), (8), (9), (13) and (14). When the Target Fund invests in index-based financial derivative instruments, these investments do not necessarily have to be combined to the limits set forth in (1) to (5), (8), (9), (13) and (14).
- (11) When a Transferable Security or Money Market Instrument embeds a derivative, the latter must be taken into account when complying with the requirements of A (7) (ii) and C (a) (10) and (D) hereunder as well as with the risk exposure and information requirements laid down in the sales documents of the SICAV.

### Units of open-ended funds

Under the 2010 Law, the Target Fund may not invest more than 20% of its net assets in the units of a single UCITS or other UCIs. However, the Target Fund will limit their investment in units of UCITS or other UCIs to 10% of their net assets unless otherwise specified within the Target Fund's investment objective and policy.

(12) For the purpose of the application of this investment limit, each portfolio of a UCI with multiple portfolios within the meaning of Article 181 of the 2010 Law is to be considered as a separate issuer provided that the principle of segregation of the obligations of the various portfolios vis-à-vis third parties is ensured. Investments made in units of UCIs other than UCITS may not in aggregate exceed 30% of the net assets of the Target Fund.

When the Target Fund has acquired units of UCITS and/or other UCIs, the assets of the respective UCITS or other UCIs do not have to be combined for the purposes of the limits laid down in (1) to (5), (8), (9), (13) and (14).

When the Target Fund invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the Management Company or the Sub-Advisor or by any other company with which the Management Company or the Sub-Advisor is linked by common management or control, or by a substantial direct or indirect holding, the Management Company or the Sub-Advisor or other company may not charge subscription or redemption fees on account of the Target Fund's investment in the units of such other UCITS and/or UCIs.

The Target Fund that invests a substantial proportion of its assets in other UCITS and/or other UCIs shall disclose in the Target Fund's Prospectus the maximum level of the asset

management fee that may be charged both to the Target Fund itself and to the other UCITS and/or other UCIs in which it intends to invest. In its annual report, the SICAV shall indicate the maximum proportion of asset management fee charged both to the Target Fund itself and to the UCITS and/or other UCIs in which it invests.

### Combined limits

- (13) Notwithstanding the individual limits laid down in (1), (8) and (9) above, the Target Fund may not combine:
  - investments in Transferable Securities or Money Market Instruments issued by;
  - deposits made with, and/or;
  - exposures arising from OTC derivative transactions undertaken.

with a single body in excess of 20% of its net assets.

(14) The limits set out in (1), (3), (4), (8), (9) and (13) above may not be combined, and thus investments in Transferable Securities or Money Market Instruments issued by the same body, in deposits or derivative instruments made with this body carried out in accordance with (1), (3), (4), (8), (9) and (13) above may not exceed a total of 35% of the net assets of the Target Fund.

# (b) Limitations on control

- (15) The Target Fund may not acquire such amount of shares carrying voting rights which would enable the SICAV to exercise a significant influence over the management of the issuer.
- (16) Neither the Target Fund nor the SICAV as a whole may acquire (i) more than 10% of the outstanding non-voting shares of any one issuer; (ii) more than 10% of the outstanding debt securities of any one issuer; (iii) more than 10% of the Money Market Instruments of any one issuer; or (iv) more than 25% of the outstanding shares or units of any one UCITS and/or UCI.

The limits set forth in (ii) to (iv) may be disregarded at the time of acquisition if at that time the gross amount of bonds or of the Money Market Instruments or the net amount of the instruments in issue cannot be calculated.

The ceilings set forth above under (15) and (16) do not apply in respect of:

- Transferable Securities and Money Market Instruments issued or guaranteed by a Member State or by its local authorities:
- Transferable Securities and Money Market Instruments issued or guaranteed by any Other State:
- Transferable Securities and Money Market Instruments issued by a public international body of which one or more Member State(s) are member(s);
- shares in the capital of a company which is incorporated under or organised pursuant to the laws of an Other State provided that (i) such company invests its assets principally in securities issued by issuers of that State, (ii) pursuant to the laws of that State a participation by the Target Fund in the equity of such company constitutes the only possible way to purchase securities of issuers of that State, and (iii) such company observes in its investment policy the restrictions set forth under C., items (1) to (5), (8), (9) and (12) to (16); and
- shares in the capital of subsidiary companies which, exclusively on behalf of the SICAV carry on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the redemption of shares at the request of shareholders of the Target Fund.

# D. In addition, the Target Fund shall comply in respect of its assets with the following investment restrictions per instrument:

Except as otherwise stated therein, the Target Fund shall ensure that its Global Exposure relating to financial derivative instruments does not exceed its total net value.

The exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, foreseeable market movements and the time available to liquidate the positions.

# E. Finally, the Target Fund shall comply in respect of the assets of the Target Fund with the following investment restrictions:

- (1) The Target Fund may not acquire commodities or precious metals or certificates representative thereof. For the avoidance of doubt, transactions in foreign currencies, financial instruments, indices, or Transferable Securities as well as futures and forward contracts, options and swaps are not considered as commodities for the purposes of this restriction.
- (2) The Target Fund may not invest in real estate provided that investments may be made in securities secured by real estate or interests therein or issued by companies which invest in real estate or interests therein.
- (3) The Target Fund may not issue warrants or other rights to subscribe for its shares.
- (4) The Target Fund may not grant loans or guarantees in favour of a third party, provided that such restriction shall not prevent the Target Fund from investing in non fully paid-up Transferable Securities, Money Market Instruments or other financial instruments, as mentioned under A., items (5), (7) and (8).
- (5) The Target Fund may not enter into uncovered sales of Transferable Securities, Money Market Instruments or other financial instruments.

# F. Notwithstanding anything to the contrary herein contained:

- (1) The ceilings set forth above may be disregarded by the Target Fund when exercising subscription rights attaching to Transferable Securities and Money Market Instruments in the Target Fund's portfolio.
- (2) If such ceilings are exceeded for reasons beyond the control of the Target Fund or as a result of the exercise of subscription rights, the Target Fund must adopt as its priority objective in its sale transactions the remedying of such situation, taking due account of the interests of its shareholders.

The Target Fund has the right to determine additional investment restrictions to the extent that those restrictions are necessary to comply with the laws and regulations of countries where shares of the Target Fund are offered or sold.

### G. Global Exposure and Risk Management

In accordance with CSSF Circular 11/512 and article 13 of CSSF Regulation 10-4, the SICAV must employ a risk management process which enables it to monitor and measure at any time the risk of the positions in the Target Fund and its contribution to the overall risk profile of the Target Fund.

In relation to financial derivative instruments the SICAV must employ a process (or processes) for accurate and independent assessment of the value of OTC derivatives and the SICAV shall ensure for the Target Fund that its Global Exposure relating to financial derivative instruments does not exceed the total net value of the Target Fund.

Except as otherwise noted below, the Target Fund may invest, according to its investment policy and within the limits laid down in Appendix A and Appendix B.I of the Target Fund's Prospectus in financial derivative instruments (including options, forwards, futures and/or swaps (including credit default swaps, credit default swaps on loans, interest rate swaps and total/excess return swaps) on Transferable Securities and/or any financial instruments and currencies) provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in Appendix A of the Target Fund's Prospectus. The Target Fund may use financial derivative instruments as a principal investment objective, as more fully described in the investment policy of the Target Fund. Shareholders of the Target Fund should be aware that the use of derivative instruments as a principal investment objective carries a greater degree of risk.

When the Target Fund invests in index-based financial derivative instruments, these investments do not necessarily have to be combined to the limits laid down in Appendix A item C(a)(1)-(5), (8), (9), (13) and (14) of the Target Fund's Prospectus.

When a Transferable Security or Money Market Instrument embeds a derivative, the latter must be taken into account when complying with the requirements of this section.

Whenever risk management processes adequate to perform the functions described above are employed on behalf of the SICAV by the Management Company and/or Sub-Advisor in managing the Target Fund, they are deemed to be employed by the SICAV.

As a consequence of the above, the Management Company has implemented procedures to ensure that all the day-to-day duties concerning active risk management of the Target Fund is being carried out by the Sub-Advisor and depositary to the SICAV. The oversight process is performed by the conducting officer(s) of the Management Company (the "Conducting Officers") and the investment risk committee ("RMC"). These individuals along with other resources monitor reports that are provided by the Sub-Advisor as well as the depositary to the SICAV. Such reports are at a minimum received monthly. The individuals involved in such risk management monitoring are located in London at Threadneedle Asset Management Limited. All relevant documents are made available to a Luxembourg-resident Conducting Officer(s).

Information about the risk management process used by the Management Company to monitor and measure the risk of the positions and their contribution to the overall risk profile of the Target Fund is set out in the "Risk Factors" section of the Target Fund's Prospectus.

In addition to the above:

(1) The SICAV will not make direct investments in Russia (i.e., Russian securities that are physically deposited with Russian transfer agents) which exceed 10% of the NAV of the Target Fund, at the time of purchase except for Transferable Securities and Money Market Instruments which are listed or traded on the MICEX-RTS exchange, which is recognised as an Other Regulated Market.

### 3.11 INVESTMENT TECHNIQUES AND INSTRUMENTS OF THE TARGET FUND

The SICAV may employ techniques and instruments relating to Transferable Securities and other financial liquid assets for efficient portfolio management and hedging purposes within the conditions and limits of the relevant Regulatory Authority regulation.

When these operations concern the use of derivative instruments, these conditions and limits shall conform to the provisions laid down in Section 3.10 Investment Restrictions of the Target Fund in this Information Memorandum or Appendix A "Investment Restrictions" in the Target Fund's Prospectus.

Under no circumstances shall these operations cause the Target Fund to diverge from its investment objectives as laid down under "Investment Objectives and Policies" in the Target Fund's Prospectus.

The techniques and instruments that may be used include, without being limited to, the following:

# I. Credit Default Swaps and Interest Rate Swaps

The Target Fund may enter into credit default swaps:

A credit default swap is a bilateral financial contract in which one counterparty (the protection buyer) pays a periodic fee in return for a contingent payment by the protection seller following a credit event of a reference issuer. The protection buyer acquires the right to sell a particular bond or other designated reference obligations issued by the reference issuer for its par value or the right to receive the difference between the par value and the market price of the said bond or other designated reference obligations when a credit event occurs. A credit event is commonly defined as bankruptcy, insolvency, receivership, material adverse restructuring of debt, or failure to meet payment obligations when due.

Provided it is in its exclusive interest, the Target Fund may sell protection under credit default swaps (individually a "credit default swap Sale Transaction", collectively the "credit default swap Sale Transactions") in order to acquire a specific credit exposure.

In addition, the Target Fund may, provided it is in its exclusive interest, buy protection under credit default swaps (individually a "credit default swap Purchase Transaction", collectively the "credit default swap Purchase Transactions") without holding the underlying assets.

Such swap transactions must be effected with first class financial institutions specialising in this type of transaction and executed on the basis of standardised documentation such as the International Swaps and Derivatives Association (ISDA) Master Agreement.

The Target Fund must ensure adequate coverage of commitments linked to such credit default swap and maintain sufficient liquidity to honour redemption requests from investors.

Furthermore, the Target Fund may enter into interest rate swaps. The use of total/excess return swaps is only authorised, both for hedging and investment purposes, where and as indicated in the investment policy of the Target Fund.

Such swap transactions must be effected with credit institutions or their affiliated brokers established in a country belonging to the Group of ten or a member state of the EEA and which have at least an investment grade rating.

# II. Efficient Portfolio Management Techniques and Instruments

#### General

The SICAV may use efficient portfolio management techniques and instruments provided that they comply with the provisions of CSSF Circular 08/356 and the following rules. For the avoidance of doubt, the SICAV does not engage into any repurchase and reverse repurchase transactions.

Techniques and instruments relating to Transferable Securities and Money Market Instruments used for efficient portfolio management shall not:

- a) result in a change of the declared investment objective of the Target Fund; or
- b) add substantial supplementary risks in comparison to the risk policy as described in the Target Fund's Prospectus.

All the revenues arising from efficient portfolio management techniques, net of direct and indirect operational costs, will be returned to the SICAV.

The use of techniques and instruments by the SICAV for efficient portfolio management shall not affect the SICAV's ability to meet, at all times, its redemption obligations.

# 1. Lending of Portfolio Securities

Unless the Target Fund's Prospectus is amended otherwise, the SICAV will not engage in any securities lending transactions for efficient portfolio management.

# 2. When-Issued Securities and Delayed Delivery Transactions

The Target Fund may purchase securities on a when-issued basis, and it may purchase or sell securities for delayed delivery. These transactions occur when securities are purchased or sold by the Target Fund with payment and delivery taking place in the future to secure what is considered an advantageous yield and price to the Target Fund at the time of entering into the transactions. The Target Fund will maintain a segregated account with its depositary to the SICAV of cash or liquid securities of governmental entities in an aggregate equal to the amount of its commitments in connection with such purchase transactions.

### III. Warrants

The Target Fund may invest in warrants to purchase common stock. The gearing effect of investments in warrants and the volatility of warrant prices make the risks attached to investments in warrants higher than is the case with investments in equities.

### IV. Pooling

The SICAV may invest and manage all or any part of the assets established for two or more portfolios (for the purposes hereof "Participating Portfolios") on a pooled basis. Any such asset pool shall be formed by transferring to it cash or other assets (subject to such assets being appropriate in respect of the investment policy of the pool concerned) from each of the Participating Portfolios. Thereafter, the SICAV may from time to time make further transfers to each asset pool. Assets may also be transferred back to a Participating Portfolio up to the amount of the participation of the Target Fund. The share of a Participating Portfolio in an asset pool shall be measured by reference to notional units of equal value in the asset pool. On formation of an asset pool, the SICAV shall determine the initial value of notional units (which shall be expressed in such currency as the SICAV may consider appropriate) and shall allocate to each Participating Portfolio notional units having an aggregate value equal to the amount of cash (or the value of other assets) contributed. Thereafter, the value of the units shall be determined by dividing the net assets of the asset pool by the number of notional units existing.

When additional cash or assets are contributed to or withdrawn from an asset pool, the allocation of notional units of the Participating Portfolio concerned will be increased or reduced, as the case may be, by a number of notional units determined by dividing the amount of cash or the value of assets contributed or withdrawn by the current value of a unit in such asset pool. Where a contribution is made in cash, it may be treated for the purpose of this calculation as reduced by an amount which the SICAV considers appropriate to reflect fiscal charges and dealing and purchase costs which may be incurred in investing the cash concerned; in the case of cash withdrawal, a corresponding deduction may be made to reflect costs which may be incurred in realising securities or other assets of the asset pool.

Dividends, interest and other distributions of an income nature earned in respect of the assets in an asset pool will be applied to such asset pool and cause the respective net assets to increase. Upon the dissolution of the SICAV, the assets in an asset pool will be allocated to the Participating Portfolios in proportion to their respective participation in the asset pool.

### 3.12 NET ASSET VALUE DETERMINATION OF THE TARGET FUND

The NAV per share of the Target Fund is calculated as of each valuation date of the Target Fund.

The NAV per share of the Target Fund is determined by or at the direction of the SICAV and made available at the registered office of the SICAV. The NAV per share of the Target Fund is stated in the currency in which the Target Fund's shares is denominated as well as in certain other currencies as may be determined from time to time by the directors of the SICAV.

The NAV of the Target Fund is determined by dividing the value of the total assets of the Target Fund less the liabilities of the Target Fund by the total number of shares of the Target Fund outstanding on the valuation date.

If the NAV per share of the Target Fund is certified by an authorised officer or representative of the SICAV, any such certification shall be conclusive except in the case of manifest error.

Interest receivable on debt securities held by the Target Fund is accrued daily and dividends receivable are accrued as of the relevant ex-dividend dates.

### **Dilution Adjustment**

The Target Fund may suffer reduction of the NAV per share of the Target Fund due to dealing spreads, transaction costs and tax charges that arise when purchases and sales of underlying investments are undertaken by the Sub-Advisor to accommodate cash inflows and outflows; this is known as "dilution". A dilution adjustment may be applied to protect the shareholders of the Target Fund by countering the impact of dilution (the "Dilution Adjustment"). If the net capital activity (including subscriptions, redemptions and conversions into the Target Fund) on a given valuation date exceeds the threshold set by the Management Company from time to time for the Target Fund, the NAV of the Target Fund may be adjusted upwards or downwards to reflect the net inflows and net outflows respectively.

The NAV per share of each share class of the Target Fund is calculated separately but any Dilution Adjustment will have an identical effect on the NAV per share of each share class of the Target Fund. The amount of Dilution Adjustment will be set by the Management Company to reflect the estimated dealing spreads, transaction costs and tax charges that may be incurred by the Target Fund; these costs can vary with market conditions and the portfolio composition. The Dilution Adjustment may therefore be amended from time to time. Such Dilution Adjustments may vary from portfolio to portfolio of the SICAV and between daily net inflows and outflows but will not exceed 2% of the original NAV per share of the Target Fund. A periodic review is undertaken in order to verify the appropriateness of the Dilution Adjustments being applied. In the usual course of business the application of Dilution Adjustment will be triggered mechanically and on a consistent basis, however the Management Company reserves the right to make a discretionary Dilution Adjustment if, in its opinion, it is in the interests of existing shareholders of the Target Fund to do so, including in the event of exceptional circumstances. Such exceptional circumstances include, but are not limited to, periods of elevated market volatility, and periods of depressed market liquidity.

Estimates of the amount of Dilution Adjustment based on securities held in the Target Fund and market conditions will be published on the website <a href="https://www.columbiathreadneedle.com">www.columbiathreadneedle.com</a>.

# 3.13 REDEMPTION OF SHARES OF THE TARGET FUND

Subject to the terms of the Target Fund's Prospectus, shares of the Target Fund may be redeemed on each valuation date of the Target Fund.

In case of suspension or deferral of the NAV determination or postponement of redemption requests, Shares of the Target Fund presented for redemption as from the date of such suspension or postponement will be redeemed upon the SICAV resuming redemption at the first then determined NAV of the Target Fund.

Payments will ordinarily be made within three business days of the Target Fund after the valuation date of the Target Fund in U.S. Dollar. If the date for payment is not a bank business day in the country of the relevant payment currency (e.g., New York for U.S. Dollar) and in Luxembourg, the payment will be made on the next day that is a bank business day in such countries.

The SICAV shall not be bound to redeem or exchange shares of the Target Fund on any valuation date of the Target Fund where the aggregate redemption or exchange requests total more than 10% of the Target Fund's shares or class of shares outstanding on such valuation date of the Target Fund. Accordingly, any aggregate redemption or exchange request in excess of such limits may be deferred in total for a period that the directors of the SICAV consider to be in the best interest of the SICAV but normally not exceeding 30 valuation dates of the Target Fund after the date of receipt of the redemption or exchange requests. In case of deferral of redemptions or conversions, the shares of the Target Fund will be redeemed or exchanged at the NAV per share as of the valuation date of the Target Fund following such period. Any deferred redemption or exchange shall be treated in priority to any redemption or exchange requests received for subsequent valuation dates of the Target Fund.

The SICAV may, in certain cases, subject to the fair and equal treatment of the remaining shareholders of any Class of Shares in the Target Fund and by agreement with redeeming shareholders of the Target Fund, effect payment for redeemed Shares of portfolios of the Target Fund by an *in specie* transfer, of securities and other assets of the relevant Portfolio. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other shareholders of the relevant class or classes of Shares of the Target Fund. In the event that a redemption of Shares of the Target Fund is effected by way of an *in specie* transfer any associated transfer costs may be charged to the redeeming shareholder of the Target Fund, provided that the market value of such securities will be verified by a special report of Luxembourg independent auditors, at the expense of the redeeming shareholder(s) of the Target Fund.

# 3.14 SUSPENSION OF ISSUE, REDEMPTION AND EXCHANGE OF SHARES AND CALCULATION OF NET ASSET VALUE OF THE TARGET FUND

All subscriptions, redemptions or exchanges will be done on the NAV of the Target Fund next calculated after the order is received (e.g. an unknown net asset value).

The SICAV may suspend the determination of the NAV of the Target Fund, the issue of shares of the Target Fund and the right of any shareholder to require redemption or exchange of shares of the Target Fund:

- (a) During any period when any principal stock exchange, Regulated Market or any Other Regulated Market in a Member State or in an Other State on which a substantial part of the SICAV's investments attributable to the Target Fund is quoted, or when one or more foreign exchange markets in the currency in which a substantial portion of the assets of the Target Fund is denominated, are closed otherwise than for ordinary holidays or during which dealings are substantially restricted or suspended; or
- (b) Political, economic, military, monetary or other emergency beyond the control, liability and influence of the SICAV makes the disposal of the assets of the Target Fund impossible under normal conditions or such disposal would be detrimental to the interests of the shareholders the Target Fund; or
- (c) During any breakdown in the means of communication network normally employed in determining the price of the Target Fund's investments or the current prices on any market or stock exchange or any other reason makes it impossible to determine the value of a major portion of the assets of the Target Fund; or
- (d) During any period when the remittance or transfer of monies which will or may be involved in the realisation of, or in the payment of the of the Target Fund's investments or in the redemption of shares of the Target Fund is not possible or cannot, in the opinion of the directors of the SICAV be carried out at normal rates of exchange, or where it can be objectively demonstrated that purchases and sales of the assets of the Target Fund cannot be effected at normal prices and/or without materially prejudicing the interests of the shareholders of the Target Fund; or
- (e) In case of a decision to liquidate the SICAV or the Target Fund on and after the day of publication of the first notice convening the general meeting of shareholders of the Target Fund for this purpose or notice given by the directors of the SICAV to this effect, as applicable; or
- (f) When the NAV calculation of a UCI or the Target Fund in which the Target Fund has invested more than 50% of its NAV is suspended.

The SICAV shall suspend the issue, exchange and redemption of shares of the Target Fund forthwith upon occurrence of an event causing it to enter into liquidation or upon the order of the Regulatory Authority.

In addition, the issue, exchange and redemption of shares of the Target Fund shall be forbidden:

- (a) for the whole period during which the SICAV does not have a depositary;
- (b) in cases where the SICAV declares bankruptcy, applies for a scheme of composition with creditors (bénéfice de concordat), suspension of payments (sursis de paiement) or controlled management (gestion contrôlée), or upon occurrence of any such event affecting the depositary to the SICAV.

Any suspension shall be published, if appropriate, by the SICAV and shareholders of the Target Fund requesting subscription, exchange or redemption of their shares shall be notified by the SICAV of the suspension at the time of the filing of the written request for such subscription, exchange and redemption. The suspension of the Target Fund will have no effect on the determination NAV and the issue, redemption or exchange of shares of the Target Fund in any class of the other portfolios of the SICAV.

### 3.15 FEE CHARGABLE BY THE TARGET FUND

Maximum 3.0%
Nil
Maximum 0.75%
0.90%
0.20%
Nil
The SICAV may impose a penalty of 2.00% of the NAV of the Target Fund redeemed or exchanged where the SICAV reasonably believes that an investor has engaged in market timing activity. The shareholders of the Target Fund concerned will be warned in advance if such a fee is likely to be charged and that penalty shall be credited to the Target Fund. The directors of the SICAV will not be held liable for any loss resulting from rejected orders or mandatory redemption.
A dilution adjustment may be applied to protect the shareholders of the Target Fund by countering the impact of dilution. If the net capital activity (including subscriptions, redemptions and conversions into the Target Fund) on a given valuation date of the Target Fund exceeds the threshold set by the Management Company from time to time for the Target Fund, the NAV of the Target Fund may be adjusted upwards or downwards to reflect the net inflows and net outflows respectively (but will not exceed 2% of the original NAV per share of the Target Fund).

<sup>&</sup>lt;sup>1</sup> No initial sales charge as the Fund is subscribing directly through the administrator of the Target Fund.

<sup>&</sup>lt;sup>2</sup> There will be no double charging of annual management fees. The annual management fee (asset management fee) imposed on the Target Fund level will be taken from the annual management fee of up to 1.50% per annum of the NAV of the Fund charged by the Manager.

<sup>3</sup> Include, among other things, taxes, expenses for legal and auditing services, costs of printing proxies, stock certificates, Target Fund's shareholders' reports and notices, Target Fund's prospectuses and information document for retail and insurance-based investment products ("PRIIPs KID") and other promotional expenses, fees and charges of the depositary to the SICAV and its correspondents, and of the Target Fund's domiciliary agent, administrative agent, registrar and transfer agent and of any paying agent, expenses of the issue and redemption of shares of the Target Fund, registration fees and expenses in various jurisdiction, listing fees, fees of unaffiliated directors of the SICAV, expenses of the directors and officers of the SICAV and the Sub-Advisor relating to attendance at meetings of the directors of the SICAV and of the shareholders of the Target Fund. translation costs, accounting and pricing costs (including the calculation of NAV per share of the Target Fund), insurance, litigation and other extraordinary or non-recurring expenses, and all other expenses properly payable by the Target Fund. The operating expenses also include the service fee payable to the Management Company. The Management Company will bear the excess of any operating expenses above the annual rate. Conversely the Management Company will be entitled to retain any amount by which the annual rate of operating expenses exceeds the actual expenses incurred by the SICAV.

# CHAPTER 4: TRANSACTION INFORMATION

### 4.1 COMPUTING OF NAV AND NAV PER UNIT

Sophisticated Investors should note that the NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, 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 in the Base Currency. Accordingly, all assets that are not denominated in USD will be translated to USD for valuation purposes. The foreign exchange rate used for this purpose shall be the bid foreign exchange rate quoted by Bloomberg or Reuters at 4.00p.m. United Kingdom time (which is equivalent to 11.00p.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 by 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 ("MCR").

Please refer to the illustration below for the computation.

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

Items	Fund (USD)	USD Class (USD)	SGD Hedged Class (USD)	MYR Hedged Class (USD)	AUD Hedged Class (USD)	MYR Class (USD)	RMB Hedged Class (USD)	GBP Hedged Class (USD)	EUR Hedged Class (USD)
Net Asset Value BF	54,686,964.12	8,302,515.85	2,978,175.31	12,986,252.69	10,560,492.47	3,500,045.10	1,515,004.50	4,390,088.00	10,454,390.20
Multi Class Ratio (MCR) %		15.18189204	5.44585964	23.74652332	19.31080403	6.40014518	2.77032109	8.02766815	19.11678655
Class gains	4,609.18		1,550.80	6,998.13	(3,984.55)		(1,355.20)	(1,557.00)	2,957.00
Gains, Income and Expenses	195,922.50	29,744.74	10,669.66	46,524.79	37,834.21	12,539.32	5,427.68	15,728.01	37,454.09
Gross Asset Value Before Fee	54,887,495.80	8,332,260.59	2,990,395.77	13,039,775.61	10,594,342.13	3,512,584.42	1,519,076.98	4,404,259.01	10,494,801.29
Management Fee	(2,255.64)	(342.42)	(122.89)	(535.88)	(435.38)	(144.35)	(62.43)	(181.00)	(431.29)
Trustee Fee	(60.15)	(9.13)	(3.28)	(14.29)	(11.61)	(3.85)	(1.66)	(4.83)	(11.50)
Net Asset Value	54,885,180.01	8,331,909.04	2,990,269.60	13,039,225.44	10,593,895.14	3,512,436.22	1,519,012.89	4,404,073.18	10,494,358.50
Units in Circulation		7,750,000.00	3,750,000.00	50,000,000.00	14,660,000.00	14,000,000.00	9,800,000.00	3,230,000.00	9,005,000.00
Exchange Rate		1.0000	1.3700	4.1500	1.4800	4.1500	6.9500	0.7757	0.9165
NAV Per Unit in Fund Currency		1.07508504	0.79740523	0.26078451	0.72263950	0.25088830	0.15500132	1.36349015	1.16539239
NAV Per Unit in Class Currency		1.07508504	1.09244516	1.08225571	1.06950647	1.04118645	1.07725914	1.05765931	1.06808213
NAV Per Unit in Class Currency (Rounded to four decimals)		1.0751	1.0924	1.0823	1.0695	1.0412	1.0773	1.0577	1.0681

### 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 only 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 received by us, i.e., on forward price basis.

### **Incorrect Pricing**

The Manager shall take immediate remedial action to rectify any incorrect valuation and pricing of the Fund and/or the Units and to notify the Trustee and the SC of the same unless the Trustee considers the incorrect valuation and pricing of the Fund and/or the Units is of minimal significance. The Trustee will not consider the incorrect valuation and pricing of the Fund and/or the Units is of minimal significance if the error involves a discrepancy of zero point five per centum (0.5%) or more

of the NAV per Unit attributable to a Class unless the total impact on a Unit Holder's account of each Class is less than RM10.00 or an equivalent denomination in the currency that a particular Class of Units is denominated. An incorrect valuation and pricing not considered to be of minimal significance by the Trustee shall result in reimbursement of money in the following manner:

- (a) if there is an over valuation and pricing in relation to the application for 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 for 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 will be rounded to four (4) decimal places. Units allocated to a Unit Holder will be rounded to two (2) decimal places.

# 4.3 SALE OF UNITS

Minimum Initial	USD Class	MYR Class	AUD Hedged Class	SGD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	EUR Hedged Class
Investment	USD 5.000	RM 5,000	AUD 5,000	SGD 5,000	GBP 5,000	RM 5,000	RMB 5,000	EUR 5,000
	or such other lower amount as we may decide from time to time.							
Minimum	USD	MYR	AUD	SGD	GBP	MYR	RMB	EUR
Additional	Class	Class	Hedged Class	Hedged Class	Hedged Class	Hedged Class	Hedged Class	Hedged Class
Investment	USD	RM	AUD	SGD	GBP	RM	RMB	EUR
	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	or such other lower amount as we may decide from time to time.							

The Fund is open for subscription on each Business Day.

Application of Units must be submitted by completing the account opening form, which is available at our head office and business centres. Please refer to Chapter 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.

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 4.00p.m. on any Business Day be it via fax, send

in by post or walk-in, will be processed based on the NAV per Unit calculated at the end of the Business Day. Any application received by us after 4.00p.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 after 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.

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 1,000 Units or such other lesser number of Units as we may from time to time decide.

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

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

A duly completed redemption requests sent via fax are accepted by us. Receipt of fax copy should not be an indication of acceptance of a redemption request by us or completion of transaction. We shall not be responsible for redemption requests that are not processed as a result of incomplete transmission of fax. We reserve the right to reject any redemption request that is unclear, incomplete and/or not accompanied by the required documents. Investors are strongly advised to contact our customer service to confirm 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 two (2) Business Days later (T+2 day). The Fund's Unit prices are available on our website <a href="https://www.tainvest.com.my">www.tainvest.com.my</a> or from our head office or any of our business centres listed in the 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 4.00p.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 on based on the NAV per Unit calculated at the close of the next Business Day.

Redemption proceeds will be paid to you within ten (10) Business Days 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. 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 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.

# 4.5 BASES OF VALUATION OF THE ASSETS OF 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 schemes	Collective investment schemes which are quoted on an exchange shall be valued based on the official closing price or last known transacted price on the Eligible Market on which the collective investment scheme is quoted. However, if the price is not representative or not available to the market, including a suspension in the quotation of the collective investment schemes for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the investments shall be valued at fair value.  Investments in unlisted collective investment schemes will be valued				
	based on the last published redemption price or fair value as determined in good faith by us on methods and bases that will have to be approved by the Trustee.				
Money market instruments	Investments in money market instruments (with remaining term to maturity of not more than 90 calendar days at the time of acquisition) are valued at book cost, meaning cost of acquisition plus accretion of discount on yield to maturity method.				
	For negotiable instruments of deposit, valuation will be done using the indicative price quoted by the financial institution that issues or provides such instruments.				
	Investments in money market instruments other than the above instruments will be valued by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions or in accordance to fair value as determined in good faith by us on methods and bases that will have to be approved by the Trustee.				
Derivatives	Listed or quoted derivatives will be valued based on the official closing price or last known transacted price on the Eligible Market on which the derivatives are quoted. However, if the price is not representative or not available to the market, including a suspension in the quotation of the derivatives for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the derivatives shall be valued at fair value.				

		If it is not listed or quoted on an exchange, the derivatives will be valued based on fair value as determined in good faith by us on methods or bases which will have to be approved by the Trustee.
Deposits		Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period.
Foreign	exchange	Foreign exchange conversion of foreign investments for a particular
conversion	J	Business Day is determined based on the bid exchange rate quoted by Bloomberg or Reuters at UK time 4.00p.m. which is equivalent to 11.00p.m. or 12.00 midnight (Malaysia time) on the same day, or such other time as prescribed from time to time by the FIMM or any relevant laws.
Any other inst	ruments	Fair value as determined in good faith by us, on methods or bases which will have to be approved by the Trustee.

### 4.6 VALUATION FOR THE FUND

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

As the value of the Fund's investment in the Target Fund at the close of a Business Day (T day) will only be determined at the end of the following Business Day (T+1 day), the valuation of the Units in respect of a particular Business Day can only be carried out two (2) Business Days later (T+2 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 two (2) Business Days after the Valuation Day and the Unit Holders may obtain the latest price of the Fund from our website at <a href="https://www.tainvest.com.my">www.tainvest.com.my</a> 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.

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

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

**Note**: Any change in distribution instruction must be in writing. If this is done in the last 14 days before the distribution declaration date of the 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 ROLE, DUTIES AND RESPONSIBILITIES OF THE MANAGER

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

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

# 5.3 BOARD OF DIRECTORS

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

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

### 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 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

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

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

# **CHAPTER 6: TRUSTEE**

### 6.1 ABOUT CIMB COMMERCE TRUSTEE BERHAD

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

### 6.2 EXPERIENCE AS TRUSTEE TO UNIT TRUST FUNDS

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

# 6.3 ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

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

- (a) Take into custody the investments of the Fund and hold the investments in trust for the Unit Holders:
- (b) Ensure that the Manager operates and administers the Fund in accordance with the provisions of the Deed, Guidelines and acceptable business practice within the unit trust industry;
- (c) As soon as practicable, notify the 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, 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 base, both locally and overseas.

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

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

# 6.5 TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION

As at LPD, 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;
- 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 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.

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.

### 7.2.2 Termination of a Class of Units

The Manager may terminate a particular class of Units via the passing of a Special Resolution by the Unit Holders of such class of Units 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 of Units if the termination of that class of Units does not prejudice the interests of Unit Holders of any other class of Units.

### 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 of Units (as the case may be), whichever is less, summon a meeting of the Unit Holders of the Fund or a particular class of Units (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 of Units, 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 of Units (as the case may be), whichever is the lesser number.

# 7.3.2 Unit Holders' Meeting convened by the Manager or Trustee

A meeting of the Unit Holders summoned by the Manager or the Trustee pursuant to 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 <a href="www.tainvest.com.my">www.tainvest.com.my</a>. Unit Holders may contact us during our business hours from 9.00a.m. to 6.00p.m. from Monday to Friday to obtain the latest NAV per Unit.

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

### 8.2 CUSTOMER SERVICE

When you invest in the Fund, the Manager will undertake to made available 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 us, please contact our authorised distributors or our customer service officers on toll free number at 1-800-38-7147 between 9.00 a.m. and 6.00 p.m., from Monday to Friday (except public holidays).

# Where Units Can Be Purchased or Redeemed

In relation to the information on where Units can be purchased or redeemed, please refer to the addresses and contact numbers of the offices of TAIM as disclosed in Chapter 9 of this Information Memorandum

### AIMS@TA Investment

An online service that assists you in administering and tracking your unit trust investments more effectively and efficiently at our website, <a href="https://www.tainvest.com.my">www.tainvest.com.my</a>. 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 twelve (12) months from the date of payment will be paid to the Registrar of Unclaimed Moneys by us in accordance with the requirements of the Unclaimed Moneys Act 1965. Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to reclaim their moneys.

# 8.5 UNCLAIMED DISTRIBUTION

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

If the Unit Holder no longer has an account with the Manager, such payment of 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 23<sup>rd</sup> Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur

Telephone number: +603 2031 6603 Facsimile number: +603 2031 4479

Toll Free: 1-800-38-7147

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

Website: www.tainvest.com.my

Miri Business Centre Lot 1251, 1st Floor,

Centrepoint Commercial Centre (Phase 1)

Jalan Melayu

98000 Miri, Sarawak Tel: 085-430 415

Kota Kinabalu Business

Centre

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

88000 Kota Kinabalu, Sabah

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

Kuching Centre

**Business** 

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

Gala City Commercial Centre

Jalan Tun Jugah

93350 Kuching, Sarawak

Tel: 082-265 979

Penang Business Centre 15-

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

Melaka Business Centre

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

**Ipoh Business Centre** 

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

Johor Bahru Business

37-01, Jalan Molek 1/29

Centre

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 57A, Jalan Merdeka Business Centre Taman Melaka Raya

> 75000 Melaka Tel: 06-288 2687

PENANG 15-1-8, Bayan Point Business Centre Medan Kampung Relau

11900 Pulau Pinang

Tel: 04-645 9801 | Fax: 04-611 9805

KOTA KINABALU Unit 4-1-02, 1st Floor Business Centre Block 4, Api-Api Centre

Jalan Centre Point

88000 Kota Kinabalu, Sabah

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

KUCHING 2nd Floor, Lot 13008, SL26, Block16, KCLD

Business Centre Gala City Commercial Centre

Jalan Tun Jugah

93350 Kuching, Sarawak

Tel: 082-265 979

MIRI Lot 1251, 1st Floor

Business Centre Centrepoint Commercial Centre (Phase 1)

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

IPOH 29A, Jalan Niaga Simee Business Centre Arena Niaga Simee

31400 lpoh, Perak Tel: 05-350 0399

JOHOR BAHRU 37-01, Jalan Molek 1/29

Business Centre Taman Molek

81100 Johor Bahru

Johor

Tel: 07-361 1781