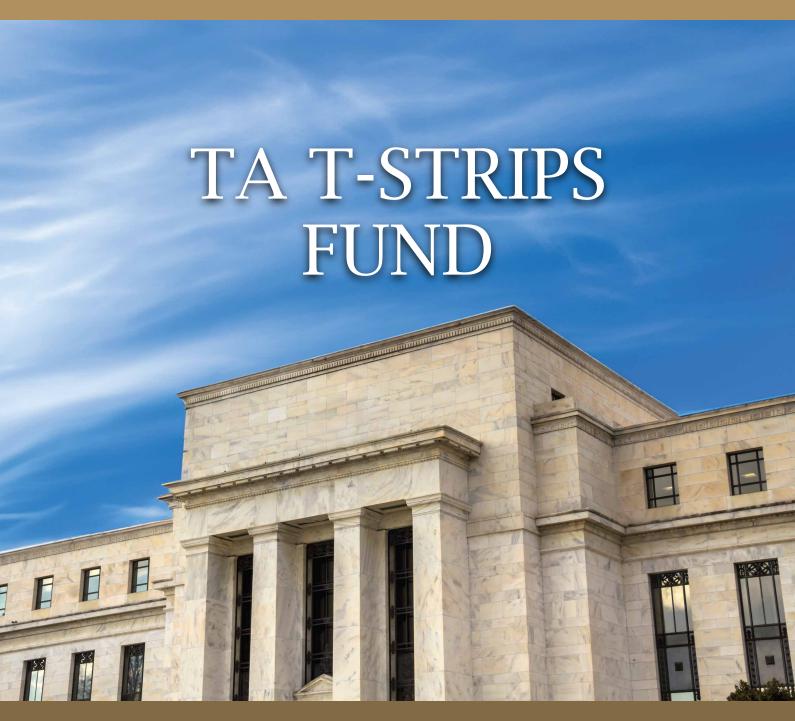


AN UNWAVERING COMMITMENT



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 19 June 2024.

The date of constitution of the TA T-STRIPS Fund is 11 June 2024.

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 15.

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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 T-STRIPS 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.

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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.

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

Bursa Malaysia The stock exchange managed and operated by Bursa Malaysia Securities

Berhad and includes any changes to the name or the operator of the

Malaysian stock exchange.

Business Day A day on which Bursa Malaysia is open for trading or banks in Kuala 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.

Deed The deed dated 11 June 2024 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.

Early Maturity The Fund will be terminated prior to the Maturity Date, subject to the

conditions set out in this Information Memorandum.

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.

Fund TA T-STRIPS Fund.

Guidelines The Guidelines on Unlisted Capital Market Products Under the Lodge and

Launch Framework and/or other relevant guidelines issued by the SC as

may be amended from time to time.

Information Memorandum The information memorandum in relation to the Fund as may be amended by the supplementary information memorandum or replacement information

memorandum from time to time.

IUTA / Institutional UTS

Adviser

A corporation registered with the Federation of Investment Managers Malaysia ("FIMM") and authorised to market and distribute unit trust

schemes of another party.

Last Practicable Date 31 May 2024.

Launch Date The date on which sale of Units of the Fund may first be made and is the

date of this Information Memorandum.

Maturity Date A date which falls on the thirtieth (30) anniversaries of the Commencement

Date. If the said date falls on a non-Business Day, the Maturity Date shall be

the next Business Day.

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.

NAV per Unit	The NAV of the Fund divided by the number of Units in circulation at the same valuation point.
Offer Period	The period of not more than forty-five (45) days from the date of this Information Memorandum. The Manager reserves the right to shorten the Offer Period at its own discretion.
Offer Price	The price payable by an applicant for a Unit during the Offer Period.
RM / MYR	Ringgit Malaysia, the lawful currency of Malaysia.
SC / Securities Commission Malaysia	The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.
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; or (b) acquires any capital market product specified under the Guidelines where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; or (c) fall under any other category(ies) of investors as may be permitted by the SC from time to time.
	Note: For more information and/or updates on the definition of "Sophisticated Investor", please refer to our website at www.tainvest.com.my .
Special Resolution	A resolution passed by a majority of not less than three-fourths $(\frac{3}{4})$ of the Unit Holders voting at a meeting of Unit Holders.
	For the purpose of terminating or winding up the Fund, a Special Resolution is passed by a majority in number representing at least three-fourths $(\frac{3}{4})$ of the value of the Units held by Unit Holders voting at the meeting.
Trustee	CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A)).
Unit or Units	An undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund.
Unit Holder(s) / investor(s) / you	Sophisticated Investor(s) registered for the time being as the holder or holders of Units of the Fund including persons jointly registered.
Valuation Day	A Business Day on which the price of the Fund is calculated.
We / our / us / the Manager / TAIM	TA Investment Management Berhad (Registration Number: 199501011387 (340588-T)).

CORPORATE DIRECTORY

Manager

Name: TA Investment Management Berhad (Registration Number: 199501011387

(340588-T))

Registered Address: 34th Floor, Menara TA One

22 Jalan P. Ramlee 50250 Kuala Lumpur

Telephone Number: 03-2072 1277

Head Office / Business 23rd Floor, Menara TA One

Address:

22 Jalan P. Ramlee 50250 Kuala Lumpur

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

Email address: investor.taim@ta.com.my
Website: www.tainvest.com.my

Trustee

Name: CIMB Commerce Trustee Berhad (Registration Number: 199401027349

(313031-A))

Registered Address: Level 13, Menara CIMB

Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur

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

Business address: Level 21, Menara CIMB

Jalan Stesen Sentral 2 Kuala Lumpur Sentral 50470 Kuala Lumpur

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

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

Website: www.cimb.com

CHAPTER 1: THE FUND

FUND INFORMATION		
Fund Name	TA T-STRIPS Fund	
Fund Category	Fixed Income (Close-ended).	
Base Currency	RM	
Launch Date	19 June 2024	
Offer Price	RM1.0000	
Offer Period	A period of forty-five (45) days from the Launch Date of the Fund.	
	The Offer Period may be shortened when we deem appropriate to enter the market to capitalise on the prevailing yields and/or market condition.	
	No application of Units can be made and/or Units will be sold after the Offer Period.	
Commencement Date	The Fund will commence within seven (7) Business Days after the end of the Offer Period.	
Investment Objective	The Fund aims to provide investors with total return* by investing primarily in a portfolio of debt securities.	
	*Investors are advised that this Fund is neither a capital guaranteed nor a capital protected fund.	
	Any material change to the Fund's investment objective would require Unit Holders' approval.	
Investment Strategy	The Fund seeks to achieve its investment objective by investing in a portfolio consisting of debt securities, money market instruments and/or deposits.	
	The Fund may invest up to 100% of its NAV in a portfolio of treasury STRIPS (Separate Trading of Registered Interest and Principal of Securities) and/or other debt securities, and up to 10% of its NAV in money market instruments and/or deposits. For efficiency and diversification purposes, the Fund may invest in collective investment schemes to gain exposure in debt securities. When deemed necessary, the Fund will utilize derivative instruments such as forward contracts, options, futures contracts and/or swap agreements for hedging purpose. Derivatives shall be used to hedge all the investments which denominated in foreign currency back to the base currency of the Fund. In the event of a downgrade of a counterparty of an OTC derivative, the Manager reserves the right to deal with the OTC derivative in the best interest of the Unit holders.	
	As this is a close-ended fund, the Manager will adopt a buy-and-hold strategy for the Fund where debt securities purchased will be held until the maturity of the securities. However, the Manager reserves the right to deal with the debt securities in the best interest of the Unit holders in the following circumstances: i) when we are of the opinion that the credit worthiness of issuer of the debt security is at risk based on its research and analysis; ii) when there is huge redemption and we are of the opinion that the current market is unfavourable to the Unit Holders;	

	iii) when there is any change in the laws, rules, regulations and/or policies, which may affect the investment of the Fund, the Fund or the Unit holders; and/or
	iv) where we deem that the trading of debt instruments is necessary to provide the investment return in order to achieve the objective of the Fund.
	The Fund has a tenure of thirty (30) years ("Tenure") with an option for Early Maturity after achieving its Target NAV per unit of RM1.1600 . Generally, the Fund will invest in a portfolio consisting of debt securities, including treasury STRIPS, money market instruments and deposits which will mature as close to the maturity period of the Fund as possible. The Manager will observe the Fund's performance from time to time, at least every week, to determine whether it has achieved the Target NAV per Unit that has been fixed at the outset, taking into consideration the deduction of the applicable Fund expenses and fees. If it has, the debt securities will be liquidated and the proceeds will be credited to the Unit Holders. However, if the Fund has not achieved the Target NAV per unit, the Fund will continue to hold until its Maturity Date.
	In addition, for debt instruments that mature prior to the Fund's Maturity Date, the Manager will seek to invest in other debt instruments for the remaining period. However, in the event that the Manager is unable to secure any appropriate debt instruments as a replacement, we will invest in deposits and/or money market instruments. As such, Unit holders should note that during this period of time, the Fund's investment may deviate from the stipulated investment strategy.
Asset Allocation	 Minimum of 90% of the Fund's NAV will be invested in debt securities including treasury STRIPS; Maximum of 10% of the Fund's NAV will be invested in money market instruments/deposits.
Specific Risks Associated with the Fund	 Credit and Default Risk Currency Risk Interest Rate Risk Country Risk Concentration Risk Counterparty Risk Early Maturity Risk Liquidity / Redemption Risk
Performance Benchmark	Maybank 12 months fixed deposit rate as at the Commencement Date of the Fund.
	Any change of the Fund's benchmark will be updated on our website and/or the Fund's product highlights sheet.
Investor Profile	 The Fund is suitable for Sophisticated Investors who: seek to combine capital growth opportunities with income across debt securities; seek long term investment horizon; have low to moderate risk profile.
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:
	 debt securities; units and/or shares of collective investment schemes;

	andum in respect of the TA 1-31KiF3 Fund		
Investment	 money market instruments; deposits placed with financial institutions; financial derivatives instruments, including futures contracts, forward contracts and swap any other investments as may be agreed bet Trustee from time to time. The Fund is not subject to any investment restrict	es; and tween th	ne Manager and the
Restrictions and Limits		.0.10 01 1	
F	EES AND CHARGES RELATED TO THE	FUND)
redeem Units of the F	cribes the fees and charges directly incurred by und. All fees and charges quoted below are <u>exclusived</u> by the government or relevant authority unless o	<u>ve</u> of an	y taxes and/or duties
Sales Charge	Up to 6.00% of the Offer Price imposed e consultants or the Manager.	either by	y IUTAs, unit trust
	All sales charge is to be rounded to two (2) decright to waive and/or reduce the sales charge absolute discretion.		
	Note: Sophisticated Investors may negotiate through the sales and promotional campa alternatively, Sophisticated Investors may neg distributors for a lower sales charge. Investment be subject to their respective terms and condition	aigns fi gotiate through	rom time to time; with their preferred
	Illustration on how the sales charge is calcu		
	Assuming an investor decided to invest RM10, NAV per Unit is RM1.0000 and the sales charge Price. The sales charge is calculated based or and is illustrated as follows:	ge is 6.0	00% of the Offer
	Investment amount Number of Units allocated (RM10,000.00 / RM1.0000)	RM	10,000.00
	Add sales charge 6.00% of investment amount (6.00%x RM10,000.00)	RM	600.00
	Total amount payable by investor	RM	10,600.00
	Please note that the calculation set out above is exclusive of any payable taxes and/or duties.	for illus	tration purposes and
Redemption Charge	Up to 3.00% of the NAV per Unit on any redem point of time before the Maturity Date. The credited back into the Fund's account for the b Holders of the Fund.	redemp	tion charge will be
	Illustrations on how the redemption charge is		
	If redemption request is made prior to M Maturity of the Fund:	Maturity	
	Number of Units to be redeemed If, for example, the NAV per Unit calculated at is RM1.1000, the redemption value, would be:		1,000.00 kt valuation point
	Multiply by NAV per Unit	RM	1.1000
	Redemption value payable to investor	RM	1,100.00
	Less: redemption charge 3.00% of redemption value (3.00%xRM1,100.00)	RM	33.00

	Net amount payable to investor RM 1,067.00	
	Net amount payable to investor RM 1,067.00	
	No redemption charge will be payable for redemption on the Maturity Date or Early Maturity date.	
Switching Fee	No switching is allowed for the Fund. As such, switching fee is not applicable to the Fund.	
Transfer Fee	RM5.00 for each transfer.	
Other Charges Payable Directly by an Investor When Purchasing or Redeeming the Units	Any applicable bank charges and other bank fees incurred as a result of an application of investment, sale or redemption will be borne by you.	
Fund which may impa	ribes the fees and charges indirectly incurred by you when you invest in the act the performance of the Fund. All fees and charges quoted below are and/or duties which may be imposed by the government or relevant authority ified.	
Annual Management Fee	Up to 0.20% per annum of the NAV of the Fund, calculated and accrued on a daily basis.	
	Please refer to Section 3.1, Computing of NAV and NAV per Unit on how the annual management fee is calculated.	
Annual Trustee Fee	Up to 0.03% per annum of the NAV of the Fund, subject to a minimum fee of RM10,000 per annum (which includes local custodian fee and charges but excluding foreign custodian fees and charges). Please refer to Section 3.1, Computing of NAV and NAV per Unit on how the annual trustee fee is calculated.	
Other Expenses Related to the Fund	Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund may be charged to the Fund 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) remuneration and out of pocket expenses of the person(s) undertaking the oversight functions of the Fund and/or the members of advisers (if any) of that Fund, unless the Manager decides to bear the same; (iii) (where the custodial function is delegated by the Trustee to a foreign sub-custodian), charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund; (iv) taxes and other duties charged on the Fund by the government and/or other authorities; (v) costs, fees and expenses properly incurred by the auditor and tax agent of the Fund; (vi) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund; (vii) 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;	

- (ix) costs, commissions, fees and expenses of the sale, purchase, insurance, custody and any other dealings of investments including commissions/fees paid to brokers;
- (x) costs, fees and expenses incurred in engaging any specialists approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (xi) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (xii) 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;
- (xiii) costs, fees and expenses incurred in the termination of the Fund and the retirement or removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (xiv) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
- (xv) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (xvi) 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;
- (xvii) costs, fees and expenses of obtaining experts opinion by the Trustee and the Manager for the benefit of the Fund:
- (xviii) the expenses and charges of printing and dispatching to Unit Holders the accounts of the Fund, tax certificates, distribution warrants, notices of meeting of Unit Holders, newspaper advertisement and such other similar costs as may be approved by the Trustee;
- (xix) 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;
- (xx) the expenses and charges relating to the preparation, printing, posting, registration and lodgment of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law:
- (xxi) fees in relation to fund accounting;
- (xxii) costs, fees and expenses incurred in relation to the subscription, renewal and/or licensing of the performance benchmark for the Fund; and
- (xxiii) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (i) to (xxii) 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	RM10,000 or such other lower amount as we may decide from time to time.		
Minimum Additional Investment	RM1,000 or such other lower amount as we may decide from time to time.		
Minimum Redemption	1,000 Units or such other lesser number of Units as we may decide from time to time. Note: Unit Holders must hold the minimum holding of Units in their account for the Fund if they wish to remain as Unit Holders. The Unit Holder will be deemed to have been redeemed all of his Units if his Units fall below the minimum holding amount for the Fund and we will pay the redemption proceeds to the Unit Holders.		
Minimum Transfer of Units	1,000 Units or such other lesser number of Units as we may decide from time to time.		
Minimum Holding of Units	5,000 Units or such other lesser number of Units as we may decide from time to time.		
Frequency of Redemption	There is no restriction on the frequency of redemption. A duly completed redemption requests must be received by us on every Thursday before 11.00 a.m. A redemption request received after 11.00 a.m. will be deemed to have been received on the Thursday of the following week. However, if the Thursday is not a Business Day, Unit Holders may submit a redemption request on a Business Day before Thursday (i.e. Wednesday).		
Redemption Payment Period	Redemption proceeds will be paid to you within ten (10) Business Days from the day the redemption request is received and processed 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 the event if the Manager is unable to liquidate the debt securities due to whatsoever reasons, the Manager has the right to defer the payment of redemption proceeds due to insufficient cash and/or suspend 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. In this case, you will be either (i) receiving the redemption proceeds later than ten (10) Business Days, or (ii) not able to redeem your Units due to suspension of the Fund. The Manager reserve the right to reject any redemption request due to not be able to dispose its assets or the Fund has insufficient cash to meet the redemption request.		
Switching Facility	Not available for the Fund		

Transfer Policy	Unit Holders may transfer all or part of their Units to another person by completing a transfer form signed by both the transferor and transferee in the presence of a witness.
	For a partial transfer of Units, Unit Holders must maintain the minimum holding of Units of the Fund or such other lesser number of Units as we may from time to time decide, and be subject to any other terms and conditions which may be applicable to the Fund.
	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.
Cooling-off Policy	A cooling-off right is not available for the Fund.
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 been received a redemption request in respect of such Units on the Valuation 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 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.

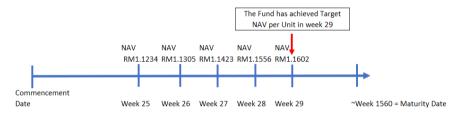
	ADDITIONAL INFORMATION		
Early Maturity	The Fund may be terminated prior to the Maturity Date, provided always the following conditions are met: 1) the Fund achieves its Target NAV per Units of RM1.1600 ("Trigger Event"); or 2) the Manager has to dealt with the debt securities in the best interest of the Unit Holders for the following circumstances ("Market Event"): a. when we are of the opinion that the credit worthiness of issuer of the debt security is at risk based on its research and analysis; b. when there is huge redemption and we are of the opinion that the current market is unfavourable to the Unit Holders; c. when there is any change in the laws, rules, regulations and/or policies, which may affect the investment of the Fund, the Fund or the Unit Holders; or d. where we deem that the trading of debt instruments is necessary to provide the investment return in order to achieve the objective of the Fund.		
	In the event the Fund is terminated due to the Trigger Event, Unit Holders should note that the final total net return for the Fund and which is received by the Unit Holders may be lower or higher than the Target NAV per Units of RM1.1600, as the final amount is dependent on the ease with which the Fund's		

investments can be sold at a favourable price or liquidated once the Early Maturity date has been determined.

Where the Early Maturity is due to Market Event, the Manager will on a best effort basis, liquidate the Fund's investments and return the remaining proceeds to the Unit Holders. The remaining proceeds to the Unit Holders may be higher or lower than the invested amounts during the Offer Period or the Target NAV per Units as the Manager will liquidate the investments based on marked-to-market prices.

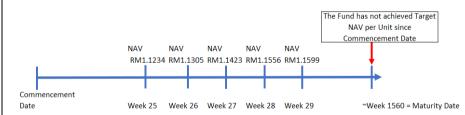
On the Early Maturity date, the Fund shall be compulsorily terminated and all Units held by each Unit Holders will be duly redeemed. No redemption charge will be imposed on the redemption of Units held by the Unit Holders for Early Maturity. The Manager shall use the audited NAV per Unit on the Early Maturity date to compute the proceeds to be received by Unit Holders. Unit Holders should note that the audited NAV per Unit on the Early Maturity date may be higher or lower than the NAV per Unit on the Trigger Event date due to marked-to-market and liquidation costs. The proceeds to be received by each Unit Holders will be based on the Units held on the Early Maturity date. Unit Holders will be informed on the Early Maturity should there be any occurrence.

Illustration on Scenario with Triggering Event:



Assuming that the Fund has achieved the Target NAV per Unit at week- 29 from the Commencement Date. The Manager will liquidate the investment of the Fund on the Trigger Event date (Thursday of Week- 29) and compute the Early Maturity proceeds based on audited NAV per Unit on the Early Maturity date.

Illustration on Scenario without Triggering Event



Assuming that the Fund has not achieved the Target NAV per Unit since the Commencement Date. The Manager will hold the debt securities until its Maturity Date. The Manager will liquidate the investments of the Fund and compute the maturity proceeds based on audited NAV per Unit on the Maturity Date.

Distribution Policy

The Fund is not expected to make distribution. However, incidental distribution may be declared whenever is appropriate.

Distribution, if any, is at the Manager's discretion, taking into consideration the level of its income and/or gains, as well as the performance of the Fund. The Manager has the right to make provisions for reserves in respect of distribution of the Fund. If the income available is too small or insignificant, any distribution may not be of benefit to the Unit Holders as the total cost to be incurred 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 End	Year	Means:-
End		(i) for the first financial year, 31st August; if the first year from the launch date of the Fund to the financial year-end stated in the Information Memorandum is less than twelve (12) months, then, the first financial report can be issued in the following calendar year, provided it is for a period of not more than eighteen (18) months;
		(ii) for the last financial year, if the Fund is not determined earlier in accordance with the provisions of this Deed, it shall end on the Maturity Date; and
		(iii) in all other circumstances, the twelve (12) month period ending on 31s August.
Deed		Principal Deed 11 June 2024
Avenue Advice	for	You may contact our Customer Service at 1-800-38-7147.
Trustee		CIMB Commerce Trustee Berhad (Registration Number: 199401027349 (313031-A)).

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

CHAPTER 2: RISK FACTORS

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

2.1 GENERAL RISKS OF INVESTING IN THE FUND

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

a) Market Risk

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

b) Manager Risk

This risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, investment decisions undertaken by the Manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant laws or Guidelines due to factors such as human error or weaknesses in operational processes and systems may adversely affect the performance of the Fund.

c) Inflation Risk

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

d) Non-compliance Risk

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

e) Loan Financing Risk

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

f) Operational Risk

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

g) Suspension Risk

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units where it is impractical for the Manager to calculate the NAV of the Fund due to the Manager being unable to determine the market value or fair value of a material portion of the Fund's investments. Upon suspension, the Fund will not 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) Credit and Default Risk

Credit risk relates to the creditworthiness of the issuers of the debt securities and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the debt securities. In the case of rated securities, this may lead to a credit downgrade. Default risk relates to the risk that an issuer of the debt securities either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the debt securities. This could adversely affect the value of the Fund. Investors are advised that despite any effort by the Manager in the selection of debt securities, the Fund's investments in debt securities are still subject to the credit and default risk of the issuers of the debt securities. As a result of this risk, the Fund's capital is neither guaranteed nor protected.

b) Currency Risk

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

c) Interest Rate Risk

Interest rate risk refers to the impact of interest rate changes on the valuation of debt securities. When interest rates rise, prices generally decline and this may lower the market value of the debt securities. The reverse may apply when interest rates fall. In order to mitigate interest rate risk, the Manager will manage the debt securities closer to the Tenure of the Fund. For investment in deposits and money market instruments, the rise or fall of interest rates will not affect the value of the Fund if such investments are placed and held until the maturity date of the deposits and money market instruments. However, if the Fund rollovers the investment in deposits and money market instruments with lower interest rates, the Fund may be subject to interest rate risk which may affect the principal of the Fund at the Maturity Date.

d) Country Risk

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

e) Concentration Risk

The Fund is subject to concentration risk as it may invest up to 100% of its NAV in a portfolio of treasury STRIPS. Hence, this would result in the Fund being exposed to the risk of its NAV declining when the interest rate hike.

f) Counterparty Risk

Investors are subject to counterparty risk on the derivatives contract that will be entered into with the financial institutions for the purpose of hedging strategy. Any default by the counterparty would affect the NAV of the Fund. The Fund will only enter into derivatives contracts that are issued by counterparty with a minimum long-term credit rating of investment grade (including gradation and subcategories). In the event where the rating of the counterparty falls below the minimum required, or the counterparty ceases to be rated, an analysis will be conducted by the Manager to assess the impact of unwinding the affected trades and replacement cost. The Manager will take the necessary action in the best interest of the Unit Holders.

g) Early Maturity Risk

This risk refers to the Fund being unwound prior to its Maturity Date if the Fund achieves the Target NAV per Unit ("Trigger Event") or any occurrence of Market Event. This risk arises when the interest rate declines or is expected to decline. As a result, debt securities and money market instruments prices generally increase and hence may increase the market value of the Fund's investment in such instruments. This may increase the likelihood of the Fund's performance in achieving the Target NAV per unit, which will lead to the Early Maturity of the Fund. In such an event, you may have to reinvest the monies returned to you into other investment vehicles or instruments which may be subject to lower interest rates.

In the event the Fund is terminated due to the Trigger Event, Unit Holders should note that the final total net return for the Fund and which is received by the Unit Holders may be lower or higher than the Target NAV per Units of RM1.1600, as the final amount is dependent on the ease with which the Fund's investments can be sold at a favourable price or liquidated once the Early Maturity date has been determined. Where the Early Maturity is due to Market Event, the Manager will on a best effort basis, liquidate the Fund's investments and return the remaining proceeds to the Unit Holders. The remaining proceeds to the Unit Holders may be higher or lower than the invested amounts during the Offer Period or the Target NAV per Units as the Manager will liquidate the investments based on marked-to-market prices.

h) Liquidity / Redemption Risk

Liquidity refers to the ease of liquidating an investment of a security at or near its fair value depending on the investment's volume traded in the market. The Fund is a close-ended fund adopting the buy and hold strategy. The Fund might hold securities that are illiquid or are difficult to dispose of. When the Fund has to sell such assets at unfavourable prices, the value of the Fund and consequently the value of Unit holders' investment in the Fund may be negatively affected. The Fund discourages redemptions by imposing a redemption charge which is credited back to the Fund. You are advised to be prepared to commit your investments up till the Maturity Date.

In the event if the Manager is unable to liquidate the debt securities due to whatsoever reasons, the Manager has the right to defer the payment of redemption proceeds due to insufficient cash and/or suspend 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. In this case, you will be either (i) receiving the redemption proceeds later than ten (10) Business Days, or (ii) not able to redeem your Units due to suspension of the Fund. The Manager reserve the right to reject any redemption request due to not be able to dispose its assets or the Fund has insufficient cash to meet the redemption request.

2.3 RISK MITIGATION

Risk management is one of the core processes in managing the Fund. It is essential to identify possible risks arising due to uncertainty and manage it accordingly with risk management strategies.

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

- 1. monitoring market and economic conditions;
- 2. monitoring the performance of the Fund including any occurrence of Trigger Event or Market Event;
- 3. maintains reasonable levels of liquidity to meet any redemption request during the Tenure of the Fund. The Manager does not expect high redemption request during the Tenure of the Fund as this is a buy and hold strategy. However, the Manager will monitor the overall liquidity profile and ensure it maintains at a healthy level to meet redemption request prior to the Maturity Date;
- 4. monitoring the derivatives transaction; and
- 5. escalating and reporting investment matters to the investment teams, senior management team, audit and compliance committee and board of directors of the Manager.

To avoid suspension of the Fund, the Fund will hold adequate cash and cash equivalent ("liquid assets") and if the liquid assets are insufficient to meet redemption requests, the Manager will either liquidate the investments of the Fund or seek temporary financing, considering which 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 redemption 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 INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME.

YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF AN INVESTMENT. YOU SHOULD READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.

CHAPTER 3: TRANSACTION INFORMATION

3.1 COMPUTING OF NAV AND NAV PER UNIT

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

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

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

Debt Securities	RM	97,920,000.00000000
Money Market Instruments/Deposits	RM	625,504.50000000
Total Assets	RM	98,545,504.50000000
Less liabilities	RM	1,048,000.00000000
NAV before deducting Trustee fee for the day	RM	97,497,504.50000000
Less management fee for the day (0.20% per annum) (0.20% xRM97,497,504.50) ÷ 365)	RM	534.23290137
Less trustee fee for the day (0.03% per annum) (0.03% xRM97,497,504.50) ÷ 365)	RM	80.13493521
NAV after deducting management fee and trustee fee	RM	97,496,890.13216340
Units in circulation		97,500,000.00000000
NAV per Unit	RM	0.99996810
NAV per Unit (rounded to four (4) decimal places)	RM	1.0000

Note:

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

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

3.2 PRICING OF UNITS

We adopt the single pricing policy for any transaction. Under this regime, both the selling price and redemption price of Units are fixed at the Offer Price during the Offer Period. After the Offer Period, the redemption price will be at the NAV per Unit of the Fund.

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

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

Policy on rounding adjustment

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

3.3 SALE OF UNITS

The Fund is open for subscription during the Offer Period only. No application of Units can be made and/or Units will be sold after the Offer Period.

The minimum initial investment is RM10,000 or such other lower amount as we may from time to time decide.

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

Application of Units must be submitted by completing the account opening form, which is available at our head office or any of our business centres. Please refer to Chapter 8, 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 4.00 p.m. on any Business Day during the Offer Period be it via fax, send in by post or walk-in, will be processed based on the NAV per Unit calculated at the end of the Business Day. Any application received after 4.00 p.m. on any Business Day during the Offer Period will be deemed to have been received on the next Business Day. If an application is received on a Saturday during the Offer Period, the request will be processed on the next Business Day, which in this case will normally be on Monday. Any application received after 4.00 p.m. on the last day of the Offer Period will not be accepted by us. We reserve the right to reject any application that is unclear, incomplete and/or not accompanied by the required documents. Incomplete applications will not be processed until all the necessary information has been received.

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

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).

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

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

- (a) your investment account number;
- (b) the name of the Fund that you wish to redeem your Units from;
- (c) the number of Units that you intend to redeem; and
- (d) instructions on what we should do with the money (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 the receipt of instruction given by fax.

As the Fund is a close-ended fund with buy and hold investment strategy, the Fund will only be valued on a weekly basis, i.e. every Thursday and the weekly prices of the Fund will be published on every Friday. The Fund's Unit prices are available on our website at www.tainvest.com.my or from our head office or any of our business centres listed in Chapter 8, List of TA Investment Management Berhad's Office, Institutional UTS Advisers and Authorised Distributors.

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

Redemption proceeds will be paid to you within ten (10) Business Days from the day the redemption request is received and processed 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.

Payment of investment proceeds on the Maturity Date

Investment proceeds shall be paid to Unit Holders within two (2) months from the Maturity Date or Early Maturity date, whichever is earlier.

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

3.5.1 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
Debt Securities	Listed debt securities will be valued based on market price. However, if:
	 (a) a valuation based on the market price does not represent the fair value of the debt securities, for example during abnormal market conditions; or (b) no market price is available, including if a suspension in the quotation of the debt securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee,
	then the debt securities would be valued at fair value, as determined in good faith by us based on the methods or bases approved by the Trustee after appropriate technical consultation.
	Unlisted debt securities denominated in RM will be valued based on the price quoted by BPA registered by the Securities Commission.
	Other unlisted debt securities will be valued based on fair value by reference to the average indicative yield quoted by three (3) independent and reputable financial institutions.
	In a case where we are of the view that the price quoted by BPA or the average indicative price quoted by three (3) independent and reputable financial institutions for a specific debt security differs from our view of the market price by more than twenty (20) basis points, we may use the market price of our view, provided that we record our basis for using such price, obtain the necessary internal approvals to use such price and keep an audit trail of all decisions and basis of adopting such price.
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.
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.

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.
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.
Foreign exchange conversion	Foreign exchange conversion of foreign investments for a particular Business Day is determined based on the bid exchange rate quoted by Bloomberg or Reuters at UK time 4.00p.m. which is equivalent to 11.00 p.m. or 12.00 midnight (Malaysia time) on the same day, or such other time as prescribed from time to time by FIMM or any relevant laws.
Any other instruments	Fair value as determined in good faith by us, on methods or bases which will have to be approved by the Trustee.

3.6 VALUATION FOR THE FUND

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

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

3.7 DISTRIBUTION PAYMENT

The Fund is not expected to make distribution. However, incidental distribution may be declared whenever is appropriate.

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

CHAPTER 4: THE MANAGER

4.1 BACKGROUND INFORMATION

The manager of the Fund is TA Investment Management Berhad ("TAIM"). TAIM was incorporated on 17 April 1995 under the Companies Act 1965 (now known as Companies Act 2016) and commenced operations on 1 July 1996. 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.

4.2 ROLE, DUTIES AND RESPONSIBILITIES OF THE MANAGER

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

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

4.3 BOARD OF DIRECTORS

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

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

4.4 INVESTMENT TEAM

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

Mr. Choo is the Chief Investment Officer and Executive Director of TAIM. He joined TAIM in July, 2005 and has more than twenty-five (25) years' experience in the investment and stock markets. He leads the investment team and is responsible for implementing the 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.

4.5 MATERIAL LITIGATION AND ARBITRATION

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

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

CHAPTER 5: TRUSTEE

5.1 ABOUT CIMB COMMERCE TRUSTEE BERHAD

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

5.2 EXPERIENCE AS TRUSTEE TO UNIT TRUST FUNDS

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

5.3 ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

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

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

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

5.4 TRUSTEE'S DELEGATE (CUSTODIAN)

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

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

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

5.5 TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION

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

CHAPTER 6: SALIENT TERMS OF THE DEED

6.1 RIGHTS AND LIABILITIES OF THE UNIT HOLDERS

Rights of the Unit Holders

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

- (a) receive distributions, if any, from the Fund;
- (b) participate in any increase in the NAV per Unit of the Fund;
- (c) call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution:
- (d) receive guarterly and annual reports on the Fund; and
- (e) exercise such other rights and privileges as provided for in the Deed.

However, Unit Holders would not have the right to require the transfer to them any of the investments of the Fund. Neither would Unit Holders have the right to interfere with or to question the exercise by the Trustee (or by the Manager on the Trustee's behalf) of the rights of the Trustee as trustee of the investments of the Fund.

Note: Please be advised that if you invest in units through an IUTA which adopts the nominee system of ownership, you will not be considered as a unit holder under the deed and you may consequently not have all the rights ordinarily exercisable by a unit holder (for example, the right to call for a unit holders' meeting and to vote thereat and the right to have your particulars appearing in the register of unit holders of the fund).

Liabilities of Unit Holders

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

- (a) A Unit Holder would not be liable for nor would a Unit Holder be required to pay any amount in addition to the payment for Units of the Fund as set out in the Information Memorandum and the Deed.
- (b) A Unit Holder would not be liable to indemnify the Trustee and/or the Manager in the event that the liabilities incurred by the Trustee and/or the Manager on behalf of the Fund exceed the NAV of the Fund.

6.2 TERMINATION OF THE FUND

Pursuant to the Deed, the Fund may be terminated by the Manager with the consent of the Trustee (whose consent shall not be unreasonably withheld) by giving not less than one (1) month's notice in writing to the Unit Holders as hereinafter provided:

- If any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue this Fund; or
- If in the reasonable opinion of the Manager, it is impracticable or inadvisable to continue this Fund; or
- such other circumstance(s) or event(s) as set out in the Information Memorandum

6.3 POWER TO CALL FOR A MEETING BY UNIT HOLDERS

6.3.1 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), whichever is less, of all the Unit Holders of the Fund, summon a meeting of the Unit Holders of the Fund by:

• sending by post, or where allowed by any relevant law and/or authority, digitally or electronically, at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders;

- publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national daily newspaper; and
- specifying in the notice, the place, time and terms of the resolutions to be proposed.

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

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

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

6.3.2 Unit Holders' Meeting convened by the Manager or Trustee

Where the Manager or the Trustee convenes a meeting, the notice of the time and place of the meeting and terms of resolution to be proposed shall be given to the Unit Holders by sending by post, digitally or electronically a notice of the proposed meeting at least fourteen (14) days before the date of the proposed meeting, to each Unit Holder of the Fund, as the case may be, at the Unit Holder's last known address or, in the case of joint holders, to the joint holder of the Fund, as the case may be, whose name stands first in our records at the joint holder's last known address.

CHAPTER 7: ADDITIONAL INFORMATION

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

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

7.2 CUSTOMER SERVICE

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

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

If you have any questions about the information in this Information Memorandum or would like to know more about investing in any investment funds managed by the Manager, please contact our authorised distributors or our customer service officers on our toll free number at 1-800-38-7147 between 9.00 a.m. 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 8 of this Information Memorandum

AIMS@TA Investment

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

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

7.3 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.

7.4 UNCLAIMED MONEYS POLICY

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

7.5 MINIMUM THRESHOLD

We reserve the right to terminate the trust and wind up the Fund on or before the Commencement Date and return to the investors the Offer Price per Unit and the sales charge paid if the Fund size is below RM30,000,000 or such amount as we deem it to be uneconomical to proceed with the Fund or the expected return of the Fund does not or may not match or exceed the benchmark of the Fund. In such case, all monies will be returned to the investors free of interest.

CHAPTER 8: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITUTIONAL UTS ADVISERS AND AUTHORISED DISTRIBUTORS

Head Office

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

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

Toll Free: 1-800-38-7147

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

Website: www.tainvest.com.my

Miri Business Centre Lot 1251, 1st Floor

Centrepoint Commercial Centre (Phase 1)

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

Kota Kinabalu Business

Centre

Unit 4-1-02, 1st Floor Block 4, Api-Api Centre Jalan Centre Point

88000 Kota Kinabalu, Sabah

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

Kuching

Centre

Business 2nd Floor, Lot 13008, SL26, Block 16, KCLD

Gala City Commercial Centre

Jalan Tun Jugah

93350 Kuching, Sarawak

Tel: 082-265 979

Penang Business Centre 15-1-8, Bayan Point

Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801 Fax: 04-611 9805

Melaka Business Centre 57A, Jalan Merdeka

Taman Melaka Raya 75000 Melaka Tel: 06-288 2687

Ipoh Business Centre 29A, Jalan Niaga Simee

Arena Niaga Simee 31400 Ipoh, Perak Tel: 05- 545 5222

Johor Bahru Business Centre 37-01, Jalan Molek 1/29

Taman Molek 81100 Johor Bahru

Johor

Tel: 07-361 1781

Institutional UTS Advisers or Authorised Distributors

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

HEAD OFFICE TA Investment Management Berhad

23rd Floor, Menara TA One

22 Jalan P. Ramlee 50250 Kuala Lumpur

Tel: 03-2031 6603 | Fax: 03-2031 4479

MELAKA 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: 05–545 5222

JOHOR BAHRU 37-01, Jalan Molek 1/29

Business Centre Taman Molek

81100 Johor Bahru

Johor

Tel: 07-361 1781

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