





PROSPECTUS

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

Trustee : Maybank Trustees Berhad (Registration Number: 196301000109 (5004-P))

This Prospectus is dated 28 March 2023.

The date of constitution of the TA Global Technology Fund is 4 March 2011.

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 13.

THIS IS A REPLACEMENT PROSPECTUS THAT REPLACES AND SUPERSEDES THE PROSPECTUS DATED 15 OCTOBER 2021 IN RESPECT OF THE TA GLOBAL TECHNOLOGY FUND.

TABLE OF CONTENTS

| RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER | | | | |
|--|---|--|--|--|
| DEFIN | DEFINITION | | | |
| CORP | ORATE DIRECTORY8 | | | |
| CHAP | TER 1: THE FUND9 | | | |
| 1.1 | Name of the Fund9 | | | |
| 1.2 | Fund Category9 | | | |
| 1.3 | Base Currency9 | | | |
| 1.4 | Classes of Units9 | | | |
| 1.5 | Investment Objective9 | | | |
| 1.6 | Investment Policy and Strategy9 | | | |
| 1.7 | Asset Allocation10 | | | |
| 1.8 | Performance Benchmark10 | | | |
| 1.9 | Distribution Policy10 | | | |
| 1.10 | Mode of Distribution | | | |
| 1.11 | Permitted Investments | | | |
| 1.12 | Investment Restrictions and Limits12 | | | |
| 1.13 | Risk Factors | | | |
| CHAPTER 2: THE INFORMATION ON JANUS HENDERSON HORIZON FUND – GLOBAL TECHNOLOGY LEADERS FUND ("TARGET FUND") | | | | |
| 2.1 Target | Structure of the Janus Henderson Horizon Fund – Global Technology Leaders Fund ("the Fund") | | | |
| 2.2 | Regulatory Authority | | | |
| 2.3 | Applicable Legislation | | | |
| 2.4 | The Management Company and Investment Manager of the Target Fund | | | |
| 2.5 | Investment Objective of the Target Fund | | | |
| 2.6 | Investment Policy & Strategy of the Target Fund | | | |

Prospectus in respect of the TA Global Technology Fund

| 2.7 | Investment Restrictions of the Target Fund |
|-------|--|
| 2.8 | General Policies Applicable to the Target Fund |
| 2.9 | Investment and Risk Considerations43 |
| 2.10 | Pricing Policy of the Target Fund46 |
| 2.11 | Fees Chargeable by the Target Fund47 |
| 2.12 | Distribution Policy of the Target Fund50 |
| СНАРТ | TER 3: FEES, CHARGES AND EXPENSES |
| 3.1 | Sales Charge |
| 3.2 | Repurchase Charge |
| 3.3 | Transfer Fee51 |
| 3.4 | Switching Fee51 |
| 3.5 | Other Charges |
| 3.6 | Annual Management Fee |
| 3.7 | Annual Trustee Fee (actual rate excluding foreign custodian fee and charges) |
| 3.8 | Fund Expenses |
| 3.9 | Policy on Rebates and Soft Commissions |
| CHAPT | TER 4: TRANSACTION INFORMATION |
| 4.1 | Valuation of the Fund and Bases of Valuation of the Assets of the Fund |
| 4.2 | Pricing Policy |
| 4.3 | What Do I Need to Consider Before Investing? |
| 4.4 | Purchase of Units |
| 4.5 | Redemption of Units |
| 4.6 | Cooling-off Policy |
| 4.7 | Minimum Holdings60 |
| 4.8 | Policy on Gearing60 |
| 4.9 | Securities Lending and Repurchase Transaction60 |
| 4.10 | Transfer of Units |
| 4.11 | Switching Facility61 |

Prospectus in respect of the TA Global Technology Fund

| 4.12 | Payment Method | 62 |
|---|--|--|
| 4.13 | How to Buy, Sell, Switch and Transfer | 63 |
| CHAPT | FER 5: THE MANAGER | 66 |
| 5.1 | Background Information | 66 |
| 5.2 | Role, Duties and Responsibilities of the Manager | 66 |
| 5.3 | Board of Directors | 66 |
| 5.4 | Investment Team | 66 |
| 5.5 | Material Litigation | 66 |
| CHAPT | TER 6: TRUSTEE | 67 |
| 6.1 | Duties and Responsibilities | 67 |
| 6.2 | Profile of the Trustee | 67 |
| 6.3 | Experience in Trustee Business | 67 |
| 6.4 | Roles, Duties and Responsibilities of the Trustee | 67 |
| 6.5 | Trustee's Disclosure of Material Litigation and Arbitration | 67 |
| | | |
| CHAPT | FER 7: SALIENT TERMS OF THE DEED | 69 |
| CHAP 1 7.1 | FER 7: SALIENT TERMS OF THE DEED | |
| | | 69 |
| 7.1 | Rights and Liabilities as a Unit Holder | 69 69 |
| 7.1 7.2 | Rights and Liabilities as a Unit Holder | 69 69 70 |
| 7.1 7.2 7.3 | Rights and Liabilities as a Unit Holder Maximum Fees and Charges Permitted Procedures to Increase the Direct and Indirect Fees and Charges | 69 69 70 70 |
| 7.17.27.37.4 | Rights and Liabilities as a Unit Holder Maximum Fees and Charges Permitted Procedures to Increase the Direct and Indirect Fees and Charges Permitted Expenses | 69 69 70 70 71 |
| 7.1 7.2 7.3 7.4 7.5 | Rights and Liabilities as a Unit Holder Maximum Fees and Charges Permitted Procedures to Increase the Direct and Indirect Fees and Charges Permitted Expenses The Manager's Right to Retire | 69 69 70 70 71 71 |
| 7.1 7.2 7.3 7.4 7.5 7.6 | Rights and Liabilities as a Unit Holder Maximum Fees and Charges Permitted Procedures to Increase the Direct and Indirect Fees and Charges Permitted Expenses The Manager's Right to Retire The Manager's Powers to Remove / Replace Trustee | 69 70 71 71 71 |
| 7.1 7.2 7.3 7.4 7.5 7.6 7.7 | Rights and Liabilities as a Unit Holder Maximum Fees and Charges Permitted Procedures to Increase the Direct and Indirect Fees and Charges Permitted Expenses The Manager's Right to Retire The Manager's Powers to Remove / Replace Trustee Trustee's Right to Retire | 69 70 71 71 72 72 |
| 7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 | Rights and Liabilities as a Unit Holder Maximum Fees and Charges Permitted Procedures to Increase the Direct and Indirect Fees and Charges Permitted Expenses The Manager's Right to Retire The Manager's Powers to Remove / Replace Trustee Trustee's Right to Retire Power of Trustee to Remove or Replace the Manager | 69 70 71 71 72 72 72 |
| 7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 | Rights and Liabilities as a Unit Holder Maximum Fees and Charges Permitted Procedures to Increase the Direct and Indirect Fees and Charges Permitted Expenses The Manager's Right to Retire The Manager's Powers to Remove / Replace Trustee Trustee's Right to Retire Power of Trustee to Remove or Replace the Manager Termination of the Fund and/or the Class(es) | 69 70 71 71 72 72 72 74 |
| 7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 | Rights and Liabilities as a Unit Holder Maximum Fees and Charges Permitted Procedures to Increase the Direct and Indirect Fees and Charges Permitted Expenses The Manager's Right to Retire The Manager's Powers to Remove / Replace Trustee Trustee's Right to Retire Power of Trustee to Remove or Replace the Manager Termination of the Fund and/or the Class(es) Meetings of Unit Holders | 69 70 71 71 72 72 72 74 |

| CHAPTER 8: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST75 | | | |
|---|---|--------|--|
| СНАРТ | TER 9: TAX ADVISER'S LETTER | 76 | |
| СНАРТ | TER 10: ADDITIONAL INFORMATION | 81 | |
| 10.1 | Reports and up-to-date information relating to the Fund | 81 | |
| 10.2 | Customer Service | 81 | |
| 10.3 | Anti-Money Laundering Policy | 81 | |
| 10.4 | Deed(s) | 82 | |
| 10.5 | Financial Year End | 82 | |
| 10.6 | Unclaimed Moneys Policy | 82 | |
| 10.7 | Unclaimed Distribution | 82 | |
| 10.8 | Consent Statement | 82 | |
| 10.9 | Distribution Channels | 82 | |
| | TER 11: DOCUMENTS AVAILABLE FOR INSPECTION | | |
| | TER 12: LIST OF TA INVESTMENT MANAGEMENT BERHAD'S OFFICE, INSTITU | TIONAL | |

RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

Responsibility Statements

This Prospectus has been reviewed and approved by the directors of TA Investment Management Berhad and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Prospectus false or misleading.

Statements of Disclaimer

The Securities Commission Malaysia has authorised the TA Global Technology Fund and a copy of this Prospectus has been registered with the Securities Commission Malaysia.

The authorisation of the Fund, and registration of this Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the said Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Prospectus.

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

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

Additional Statements

THE FUND MAY DECLARE DISTRIBUTION OUT OF CAPITAL AND THE CAPITAL OF THE FUND MAY BE ERODED. THE DISTRIBUTION IS ACHIEVED BY FORGOING THE POTENTIAL FOR FUTURE CAPITAL GROWTH AND THIS CYCLE MAY CONTINUE UNTIL ALL CAPITAL IS DEPLETED.

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

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.

The Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or U.S. Person(s), except in a transaction which does not violate the securities laws of the United States of America. Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in the Fund.

Additional Disclosures on Personal Information

Investors are advised to read and understand the full personal data or information related disclosures which will be given to you together with the application form before purchasing Units of the Fund. The said disclosures consist of, but is not limited to, TA Investment Management Berhad being entitled to transfer, release and disclose from time to time any information relating to the Unit Holders to any of TA Investment Management Berhad's parent company, subsidiaries, associate companies, affiliates, delegates, service providers and/or agents (including any outsourcing agents and/or data processors)

for any purpose on the basis that the recipients shall continue to maintain the confidentiality of information disclosed as required by laws, regulations or directives, regulatory agency, government body or authority, or in relation to any legal action to any court.

| DEFINITION | | | |
|--|---|--|--|
| Act | Capital Markets and Services Act 2007. | | |
| AUD | Australian Dollar, the lawful currency of Australia. | | |
| Auditor | Has the same meaning as is assigned to that word in the Act. | | |
| AUD Hedged Class | The Class issued by TAGTF denominated in AUD that aims to minimise the effect of exchange rate fluctuations between the base currency of TAGTF and AUD. | | |
| 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. | | |
| | 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. | | |
| Cash Produce | All cash receivable by the Trustee in the form of dividends, bonuses and interest, fees and other charges charged by the Fund, any profit from the sale of the assets of the Fund, and any other sum having the nature of income which the Manager and Trustee deem to be Cash Produce. | | |
| China A-Share | In relation to the Target Fund, means the Shares in mainland China based companies that trade on Chinese stock exchanges. | | |
| Class(es) | Any class of Units representing similar interest in the assets of TAGTF. | | |
| Company | Janus Henderson Horizon Fund. | | |
| CRS | Common Reporting Standards. | | |
| Deed The deed dated 4 March 2011 including any supplemental deed between TAIM, the Trustee and the Unit Holders of the Fund, age be bound by the provisions of the deed. | | | |
| deposits | Refer to current deposits and/or fixed deposits. | | |
| 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. | | |
| EU | The European Union. | | |
| EUR | Euro. | | |

| EUR Hedged Class | The Class issued by TAGTF denominated in EUR that aims to minimise the effect of exchange rate fluctuations between the base currency of TAGTF and EUR. | | | |
|-------------------------------------|--|--|--|--|
| FATCA | Foreign Account Tax Compliance Act. | | | |
| Feeder Fund | A unit trust fund that invests nearly all of its assets in a single collective investment scheme. | | | |
| financial institution | (a) if the institution is in Malaysia: (i) licensed bank; (ii) licensed investment bank; or (iii) licensed Islamic bank; or, (b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services. | | | |
| Fund / TAGTF | TA Global Technology Fund. | | | |
| Fund-of-Funds | A unit trust fund that invests all its assets in other collective investment schemes. | | | |
| GHG | In relation to the Target Fund, means scope 1 and 2 greenhouse gas emissions. | | | |
| Guidelines | The Guidelines on Unit Trust Funds issued by the SC as may be amended from time to time. | | | |
| Investment Manager | In relation to the Target Fund, means Janus Henderson Investors UK Limited. | | | |
| IUTA / Institutional UTS Adviser | A corporation registered with the Federation of Investment Managers Malaysia and authorised to market and distribute unit trust schemes of another party. | | | |
| Last Practicable Date | 15 January 2023. | | | |
| licensed bank | Has the same meaning as given under the Financial Services Act 2013. | | | |
| licensed investment bank | Has the same meaning as given under the Financial Services Act 2013. | | | |
| licensed Islamic bank | Has the meaning assigned to it in the Islamic Financial Services Act 2013. | | | |
| Liquid Assets | Means: money market instruments that are dealt in or under the rules of an Eligible Market and whose residual maturity does not exceed 12 months; or placement in short-term deposits. | | | |
| long-term or longer term | Typically, a period of 5 years and above. | | | |
| Management Company | In relation to the Target Fund, means Janus Henderson Investors Europe S.A. | | | |
| Member State(s) | In relation to the Target Fund, means a member state of the EU. | | | |
| Moody's | Moody's Investors Service, Inc. | | | |

| MSCI | Morgan Stanley Capital International. | | | |
|---|---|--|--|--|
| MYR Class | The Class issued by TAGTF denominated in MYR. | | | |
| MYR Hedged Class | The Class issued by TAGTF denominated in MYR that aims to minimise the effect of exchange rate fluctuations between the base currency of TAGTF and MYR. | | | |
| NAV | Net asset value. | | | |
| NAV of the Class | The value of the assets of the Fund attributable to a Class less the value of the liabilities of the Fund attributable to such Class at a valuation point. | | | |
| NAV of the Fund | The value of all the Fund's assets less the value of all the Fund's liabilities at a valuation point. | | | |
| NAV per Unit | The NAV of the Class divided by the number of Units in circulation of that Class at the same valuation point. | | | |
| Other State | In relation to the Target Fund, means any state of Europe which is not a Member State or a member state of the Organisation for Economic Co- operation and Development ("OECD") and all other countries of Europe (excluding the Russian Federation), North America, South America, Africa, Asia and Australia and Oceania. | | | |
| Prospectus | The prospectus in relation to the Fund as may be amended by the supplementary or replacement prospectus from time to time. | | | |
| Regulated Market(s) | In relation to the Target Fund, it has the meaning as defined in the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended. | | | |
| Reinvestment Date | The distribution reinvestment date shall be within three (3) Business Day after the date of the declaration of any distribution. | | | |
| Repurchase Charge | A fee imposed when investor sells Unit of the Fund. All Repurchase Charge will be retained by the Fund. | | | |
| RM/MYR and sen | Ringgit Malaysia and sen respectively, the lawful currency of Malaysia. | | | |
| RMB | Renminbi, the lawful currency of the People's Republic of China ("PRC"). | | | |
| RMB Hedged Class | The Class issued by TAGTF denominated in RMB that aims to minimise the effect of exchange rate fluctuations between the base currency of TAGTF and RMB. | | | |
| Sales Charge | A fee imposed when investor purchases Unit of the Fund. | | | |
| S&P | Standard & Poor's Ratings Service. | | | |
| SC or 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 TAGTF denominated in SGD that aims to minimise the effect of exchange rate fluctuations between the base currency of TAGTF and SGD. | | | |

Share(s) A share of the Target Fund.

Shareholder In relation to the Target Fund, means a registered holder of Shares.

- Special Resolution A resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy" means three-fourths (3/4) of the votes cast by the Unit Holders present and voting; 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 (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
- StockConnectIn relation to the Target Fund, means the Shanghai Stock Connect and theProgramsShenzhen Stock Connect.

The Stock Connect Programs comprises the Northbound link, through which the Target Fund may purchase and hold China A-Shares, and the Southbound link, through which investors of the Target Fund in Mainland China may purchase and hold shares listed on the Hong Kong Exchanges and Clearing ("HKEx"). The Company will trade through the Northbound link.

- Sustainable Finance In relation to the Target Fund, means Regulation (EU) 2019/2088 of the Disclosure Regulation / European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial service sector, as may be amended and/or supplemented and/or replaced from time to time.
- TAE TA Enterprise Berhad.
- TASH TA Securities Holdings Berhad.
- Target Fund Janus Henderson Horizon Fund Global Technology Leaders Fund.
- TargetFund'sThe prospectus of the Target Fund dated 29 December 2022 as may be
amended from time to time.
- Taxonomy Regulation In relation to the Target Fund, means the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, as amended from time to time.
- Trustee / MTB Maybank Trustees Berhad (Registration Number: 196301000109 (5004-P)).
- Unit Holder(s) / A person for the time being who is registered pursuant to the Deed as a holder of Units of the Fund, including persons jointly so registered.
- 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 and means a Unit of the Fund.
- Units in circulation A Unit created and fully paid for and which has not been cancelled.
- USD United States Dollar, the official currency of United States of America.
- USD Class The Class issued by TAGTF 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: | 34 th Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur |
| Telephone number: | 03-2072 1277 |
| Head office / Business address: | 23 rd Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur |
| Telephone number: Facsimile number: Email address: Website: | 03-2031 6603 03-2031 4479 <u>investor.taim@ta.com.my</u> <u>www.tainvest.com.my</u> |
| Trustee | |

| Name: | Maybank Trustees Berhad (Registration Number: 196301000109 (5004-P)) | | |
|--|--|--|--|
| Registered & Business address: | 8 th Floor, Menara Maybank 100 Jalan Tun Perak 50050 Kuala Lumpur | | |
| Telephone number: Facsimile number: Email address: Website: | 03-2074 8580 / 8952 03-20709387 <u>mtb@maybank.com.my</u> <u>www.maybank2u.com.my</u> | | |

CHAPTER 1: THE FUND

The TA Global Technology Fund ("TAGTF") is a Feeder Fund; the investment of the Fund will consist of a single collective investment scheme, the Janus Henderson Horizon Fund – Global Technology Leaders Fund ("the Target Fund"). The Manager will monitor the investment objective of the Target Fund to ensure that it is consistent with the investment objective of the Fund.

The Unit Holders have approved the establishment of new Class(es) in a Unit Holders' meeting duly convened by the Manager. TAGTF offers investments in multiple currency Class as provided below. The Manager may offer additional Class(es) from time to time at its absolute discretion by way of a supplementary or replacement prospectus without prior consent from the Unit Holders provided that the offering of such additional Class(es) shall not in the opinion of the Manager prejudice the rights of the existing Unit Holders.

1.1 Name of the Fund

TA Global Technology Fund

1.2 Fund Category

Feeder Fund (Global Equity)

1.3 Base Currency

United States Dollar (USD)

1.4 Classes of Units

- USD Class
- MYR Class
- AUD Hedged Class
- SGD Hedged Class
- EUR Hedged Class
- MYR Hedged Class
- RMB Hedged Class

1.5 Investment Objective

The Fund aims to seek long-term capital appreciation by investing in a collective investment scheme which invests mainly in a globally diversified portfolio of technology-related companies.

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

1.6 Investment Policy and Strategy

A minimum of 85% of the Fund's NAV will be invested in the Janus Henderson Horizon Fund – Global Technology Leaders Fund ("the Target Fund"), with the balance in Liquid Assets.

The Fund may employ currency hedging strategies to hedge the foreign currency exposure to manage the currency risk of the hedged Classes which are not denominated in the base currency of the Fund.

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 enable the Fund to meet its investment objective. Nevertheless,

during adverse market conditions, the Manager may adopt a temporary defensive strategy by maintaining a sufficient level of Liquid Assets that may be inconsistent with the Fund's principal investment and asset allocation strategy. The defensive strategy may be necessary to protect the Fund's investment and to safeguard the Unit Holders' interests in response to adverse market, economic, political, or any other conditions. As a result, the Fund's performance may diverge from the Target Fund's return and tracking error may increase.

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 such changes are made.

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

1.7 Asset Allocation

- Minimum of 85% of the Fund's NAV in the Target Fund; and
- Up to 15% of the Fund's NAV in Liquid Assets.

1.8 Performance Benchmark

The performance of the Fund is benchmarked against the MSCI ACWI Information Technology Index + MSCI ACWI Communication Services Index, after the deduction of charges, over any 5 years. Information on the benchmark can be obtained from Bloomberg at www.bloomberg.com.

The performance benchmark of the Fund is available on our website at www.tainvest.com.my.

The MSCI ACWI Information Technology Index + MSCI ACWI Communication Services Index has been adopted as the performance benchmark for the Fund as it is the performance benchmark adopted by the Target Fund. Any change of the Fund's benchmark will be updated on our website and/or the Fund's product highlights sheet.

1.9 Distribution Policy

Subject to availability of income, distribution is incidental.

The Fund does not expect to have a regular distribution. Instead, the Manager may declare distribution as deemed appropriate so long it is consistent with the investment objective of the Fund. The Manager will take into consideration the level of the Fund's (1) realised income, (2) realised gains, (3) unrealised income, (4) unrealised gains, (5) capital, (6) a combination of any of the above or (7) performance of the Fund.

If the realised gains or realised income is insufficient, the Manager may consider to distribute income out of capital when the following conditions are met:

- 1. there is no or minimal income distribution declared by the Target Fund; and
- 2. there is unrealised gains or unrealised income to the Fund or availability of accrued distribution income which has not declared and paid in a financial year.

In order for the Manager to generate the distributable income, all or parts of the fees and expenses incurred by the Fund may be charged to the capital of the Fund.

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; and
- 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. 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. The Manager also has the discretion to make distribution on an ad-hoc basis, taking into consideration the performance of the Fund.

1.10 Mode of Distribution

Unit Holders may choose to receive any distributions declared by either of the following methods:

(a) Reinvestment

For reinvestment, the Units will be created based on the NAV per Unit on the Reinvestment Date. There will not be any cost for the reinvestment of those additional Units i.e: no Sales Charge is imposed.

(b) Payout

The distribution will be paid based on the selected payment mode stated in the transaction form received by our head office or business centres. The payout will be based on the latest information maintain in our record. All the cost and expenses incurred in facilitating such distribution payments shall be borne by Unit Holders.

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

- (a) No distribution choice is made on the account opening form or investment form.
- (b) The distribution cheque is returned as unclaimed through the post.
- (c) The distribution cheque is uncashed after six (6) months from date of issue.
- (d) The distribution amount is less than USD/AUD/SGD/EUR/MYR/RMB50.00 or such amount determined by the Manager from time to time.

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

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

1.11 Permitted Investments

Unless otherwise prohibited by the relevant 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. All types of collective investment schemes including unlisted and listed unit trusts that are regulated and registered / authorised / approved by the relevant authorities in their home jurisdiction;
- 2. Malaysian currency deposits and placement of money at call with any financial institutions;
- 3. Malaysian currency balances in hand, Malaysian currency deposits with financial institutions including Negotiable Certificates of Deposit and placement of money at call with financial institutions;
- 4. Foreign currency deposits;
- 5. Foreign exchange spot, forward and futures contracts; and
- 6. Any other form of investments as may be permitted by the relevant authorities from time to time.

1.12 Investment Restrictions and Limits

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

The Fund will be managed in accordance with the following list of investment restrictions and limits:

- (a) The Fund must invest at least 85% of its NAV in units or shares of a single collective investment scheme, provided that the collective investment scheme complies with the following:
 - 1. The collective investment scheme is constituted and regulated in a jurisdiction where the laws and practices provide the level of investor protection that is at least equivalent to that offered in Malaysia;
 - 2. The rules on investments, borrowing and lending are substantially similar to the requirements in the Guidelines. This would exclude hedge funds;
 - 3. The assets of the collective investment scheme are managed by an entity which is approved, authorised or licensed by a securities regulator to conduct fund management activities; and
 - 4. The business of the collective investment scheme is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period.
- (b) The Fund may invest up to 15% of its NAV in the following permitted investments:
 - i. money market instruments that are dealt in or under the rules of an Eligible Market, and whose residual maturity does not exceed 12 months;
 - ii. placement in short-term deposits; and
 - iii. derivatives for the sole purpose of hedging arrangement.
- (c) The Fund must not invest in:
 - i. a fund-of-funds;
 - ii. a feeder fund; and
 - iii. any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.
- (d) The value of the Fund's investments in money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV.
- (e) The value of the Fund's placement in deposits with any single financial institution must not exceed 20% of the Fund's NAV.
- (f) The aggregate value of the Fund's investments in, or exposure to, a single issuer through
 - i. money market instruments;
 - ii. deposits;
 - iii. underlying assets of derivatives; and
 - iv. counterparty exposure arising from the use of OTC derivatives,

must not exceed 25% of the Fund's NAV.

- (g) The value of the Fund's investments in money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV.
- (h) The single financial institution limit in paragraph (e) does not apply to placements of deposits arising from:
 - i. subscription monies received prior to the commencement of investment by the Fund;
 - ii. liquidation of investments prior to the termination or maturity of the Fund, where the placement of deposits with various financial institutions would not be in the best interests of Unit Holders; or
 - iii. monies held for the settlement of redemption or other payment obligations, where the placement of deposits with various financial institutions would not be in the best interest of Unit Holders.
- (i) The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size.

(j) The Fund's exposure from derivatives positions for hedging purposes should not exceed the Fund's NAV. Further, the maximum exposure of the Fund to the counterparty, calculated based on the method prescribed in the Guidelines, must not exceed 10% of the Fund's NAV. For the exposure to the underlying assets of the derivative must not exceed the investment restrictions or limitations applicable to such underlying assets and investments stipulated in the Guidelines.

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

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

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

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

1.13 Risk Factors

1.13.1 General Risks of Investing in a Unit Trust Fund

Any investment carries with it an element of risk. With unit trust funds, the potential risks can be analysed as follows:

a) Market Risk

The risk when the value/ demand of a stock/share, bonds or any other security may be reduced due to market activity. The volatility of the market activity can be caused by factors such as inflation, changes in government policies, interest rates and exchange rates. This is a basic risk associated with all securities. Such volatility of the market activity will cause the NAV or performance of the Fund to fall as well as rise, and income produced by the Fund may also fluctuate. An example of this would be the 1998 Asian financial crisis.

In assessing market risk, the Manager will keep a close watch on the financial markets to pick up potential adverse movements in these markets.

b) Loan/ Financing Risk

If you obtain a loan/ financing to finance your purchase of Units, you need to understand that:

- (a) Borrowing/ financing increases the possibility for gains as well as losses; and
- (b) If the value of your investment falls below a certain level, you may be asked by the financial institution to top up the collateral or reduce the outstanding loan/ financing amount to the required level. Investors are encouraged to invest money from their savings rather than borrowing money/ seek financing from the financial institutions.

c) Non-compliance Risk

There is a risk that the Manager may not adhere to the investment mandate of the Fund, the Deed and this Prospectus, the Guidelines, the internal policies and the relevant laws. As a result, the Fund may not be able to achieve its investment objective. The aforesaid may result in the Manager being penalised by the relevant authority, for example, a suspension of the Manager's license. In order to mitigate this risk, the Manager must have stringent internal controls and ensures that compliance monitoring processes are undertaken.

d) Manager Risk

There is a risk that the Manager may not adhere to the investment mandate of the Fund. With close monitoring by the investment committee, back office system being incorporated with limits and controls, and regular reporting to the senior management team, the Manager is able to mitigate such risk. The Trustee will also have an oversight on the Manager pursuant to the Guidelines. Poor management of the Fund may also jeopardise the investment of Unit Holders through the loss of their capital invested in the Fund.

e) Inflation Risk

Purchasing power is reduced by inflation and if the rate of inflation is constantly higher than the rate of returns on investments, the real rate of your investment return (i.e. the returns after adjusting for inflation) could be negative despite the Fund showing a positive return. Hence, investors should consider the potential real rate of returns prior to investing.

f) Operational Risk

The performance of the Fund's investment depends upon the proper functioning of both internal and external systems and processes. A market disruption event or system interruption can also impact processes when there is an interruption in the flow of information needed for making qualified decisions 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 to put in place internal controls to manage some of these disruptions such as business continuity plans. However, investors should note that not all circumstances can be prepared for nor anticipated. In such circumstances, the Manager in consultation with the Trustee will take appropriate measures to safeguard the Unit Holders' interests.

1.13.2 Specific Risks Associated to the Fund

Risk means the chance of your investment falling in value. In terms of time frame, the risk of a short-term investment is normally higher than that of a long-term investment. A short-term time frame is often below three (3) years while a long-term horizon takes five (5) years or more. Medium-term falls in between.

The specific risks associated with investing in the Fund are as stated below:

a) Regulatory Risk

Trading and settlement practices of some of the markets in which the Fund may invest may not be the same as those in more developed markets, and this may increase settlement risk and/or result in delays in realising investments made by the Fund. In addition, the Fund will be exposed to credit risk on parties with whom it trades and will bear the risk of settlement default. The Trustee may also be instructed by the Manager to settle transactions on a delivery free of payment basis where the Manager believes that this form of settlement is common market practice. Investors should be aware that this may result in a loss to the Fund if a transaction fails to settle, and the Trustee will not be liable to the Fund for such loss.

b) Fund Management of the Target Fund Risk

As the investments of Fund are invested in the Target Fund, the Manager has no control over the management company of the Target Fund's investment technique, knowledge or management expertise. In the event of mismanagement of the investments by the management company of the Target Fund, the Fund which invests substantially most of its assets into the Target Fund would be affected negatively. The Fund would also be affected should there be any unresolved dispute between the Manager and the management company of the Target Fund. Although the probability of such occurrences is minor, should the situation arise TAIM reserves the right to seek other collective investment scheme that is consistent with the objective of the Fund.

c) Sector Investment Risk

Because equities within a given economic sector or industry tend to be affected by many of the same factors, the Fund may be more volatile than the funds that invest more broadly and may underperform the overall equity market for any given period of time. Sector investment risk can be mitigated by investing into a more defensive sector at different business cycle.

d) 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 of the Fund.

(i) Currency risk at the hedged Class level

Investors in the hedged Classes may be subjected to currency risk due to imperfect hedging by the Manager when the Manager hedges the respective currency against the base currency of the Fund. 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 USD moves favourably against the currency of the hedged Classes. Additional transaction costs of hedging will also have to be borne by investors in these 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 of the Fund and the currency of the respective Classes (other than USD Class) may result in a depreciation of the investor's holdings as expressed in the base currency of the Fund.

e) Country Risk

The value of the assets of the Fund may be affected by uncertainties such as currency repatriation restrictions, other developments in the law or regulations, and the political and economic conditions of the countries in which the Fund is invested in. Careful consideration shall be given to risk factors such as liquidity risk, political and economic environment of the countries before any investments are made.

f) Counterparty Risk

Investors in the hedged Classes of the Fund are subject to counterparty risk on the derivatives contract that may be entered into with the financial institutions for the purpose of hedging strategy. Any default by the counterparty would affect the NAV of the Fund. The Fund will only enter into derivatives contract that are issued by counterparty with a minimum long-term credit rating of investment grade (including gradation and subcategories) by any domestic or global rating agency. Where the counterparty which has an investment grade credit rating (including gradation and subcategories). In the event where the rating of the counterparty falls below the minimum required or the counterparty ceases to be rated, analysis will be conducted to assess the impact of unwinding the affected trades and replacement cost. We should, within six (6) months or sooner, if the Trustee considers it to be in the best interests of the Unit Holders, take the necessary action to ensure that the requirements are complied with.

g) Temporary Suspension of the Target Fund Risk

The Management Company has the right to suspend dealing of the Target Fund. Please refer to Section 2.9 of the Prospectus for the possible deferral or suspension of redemptions of the Target Fund.

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 Unit Holder.

To avoid suspension of the Fund, the Fund will hold adequate Liquid Assets and if the Liquid Assets are insufficient to meet redemption requests, the Manager may seek temporary financing if this is in the

best interests of Unit Holders. If the Manager has exhausted all possible avenues to avoid a suspension of the Fund, the Manager may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units where it is impractical for the Manager to calculate the NAV of the Fund due to market value or fair value of the investment in the Target Fund cannot be determined.

Please note that during the suspension period, there will be no NAV per Unit available and hence, any application for subscription, any 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.

h) 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.

Summary of Specific Risk of the Fund:

| Specific Risks | | | | |
|----------------------------------|--|---|---|--|
| Country Risk | Currency Risk Counterparty Risk | Regulatory Risk Temporary Suspension of the Target Fund Risk | Fund Management of the Target Fund Risk | Sector Investment Risk Distribution Out of Capital Risk |

1.13.3 Specific Risks Associated with the Target Fund

As TAGTF is a Feeder Fund, there are certain risks relating to the Target Fund.

• Equities risk

The Target Fund invests primarily in equity securities. The possibility exists that these securities will decline in value over short or even extended periods of time as well as rise. Equities can lose value rapidly, and typically involve higher risks than bonds or money market instruments. The value of your investment may fall as a result.

The Target Fund may, on an ancillary basis, invest in equity warrants and Shareholders should be aware that the holding of warrants may result in increased volatility of the Target Fund's net asset value per Share.

• Pandemic risk

A pandemic is defined as a health epidemic/outbreak of contagious disease occurring worldwide, or over a very wide area, crossing international boundaries and usually affecting vast numbers of the global population. Pandemics potentially represent a significant shock to the global financial markets, where the financial impact is multifaceted, ambiguous and could lead to economic recession. For example, outbreaks may result in restrictions on travel and public transport and prolonged closures of workplaces which may have a material adverse effect on the regional or national economies which have imposed such restrictions and which, in turn, may have a wider impact on the global economy. Accordingly, a significant outbreak of a health epidemic/pandemic or contagious disease could result in a widespread health crisis and restrict the level of business activity in affected areas, which may in turn give rise to significant costs to the Target Fund and adversely affect the Target Fund's business and financial results.

Pandemics may result in severe repercussions for the global economy, such as increased volatility, significant spikes and sharp falls in asset prices, market disruption, increased geopolitical risk, resource constraints, and illiquidity. It is also impossible to predict with certainty what additional interim or permanent governmental policies or restrictions may be imposed on the markets and / or the effect of such policies or restrictions on the ability of the Target Fund to implement its investment objective / investment policy. As such, the Target Fund may incur major losses as a result.

• Securities lending

Securities lending is a form of efficient portfolio management that is intended to enhance the returns for the Target Fund in a risk controlled manner. The lender will receive a fee from the borrowing counterparty and, although giving-up voting rights on lent positions, retains the right to dividends.

The Target Fund may engage in securities lending transactions on a continuous basis. Under such arrangements, the Target Fund will have a credit risk exposure to the counterparties to any securities lending. The extent of this credit risk can be reduced, by receipt of adequate collateral of a sufficiently high quality.

In the event of a counterparty default or operational difficulty, securities that are loaned out may not be returned or returned in a timely manner. Should the borrower of securities fail to return the securities lent by the Target Fund, there is a risk that the collateral received on such transactions may have a market value lower than that of the securities lent, whether due to inaccurate pricing of the collateral, adverse market movements in the value of the collateral, a deterioration in the credit rating of the issuer of the collateral, or the illiquidity of the market in which the collateral is traded. Delays in the return of securities on loan might restrict the Target Fund's ability to complete the sale of securities or to meet redemption requests. A default by the counterparty combined with a fall in the market value of the Target Fund.

The fee arrangements in relation to securities lending can give rise to conflicts of interest where the risks are borne by the lender, but the fees are shared by the lender and its agent and where the agent may compromise on the quality of the collateral and the counterparty.

• Target Fund investing in smaller companies

Securities of smaller companies may be less liquid than the securities of larger companies, as a result of inadequate trading volume or restrictions on trading. Securities in smaller companies may possess greater potential for capital appreciation, but also involve risks, such as limited product lines, markets and financial or managerial resources. Trading in such securities may be subject to more abrupt price movements than trading in the securities of larger companies.

Geopolitical risk

Geopolitical risk may arise as a result of political changes or instability in a country. Any change in the laws, regulations, government policies, political or economic climate of that country may cause increased volatility, liquidity, price and foreign exchange risk associated with investments within the country or region where the geopolitical situation arises. The impact of geopolitical risk is considered to be long-term, as the risk rises over time, given the greater potential for events and changes over time. The effect of any future political change is difficult to predict.

• Eurozone risk (i.e. countries having adopted the Euro as their national currency in the member state of the European Monetary Union)

Investors should note that the Target Fund investing in companies in the Eurozone may carry more risk in light of fiscal conditions and concerns over sovereign risk. Potential scenarios could include, but not limited to, the downgrading of the credit rating of a European country, the default or bankruptcy of one

or more sovereigns within the Eurozone, or the departure of some, or all, relevant Member States from the Eurozone, or any combination of the above or other economic or political events. These may lead to the partial or full break-up of the Eurozone, with the result that the Euro may no longer be a valid trading currency. These uncertainties may cause increased volatility, liquidity, price and foreign exchange risk associated with investments within the Eurozone countries and may adversely impact the performance and value of the Target Fund.

• Target Fund investing in emerging markets

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.

The risks of expropriation, nationalisation and social, political and economic instability are greater in emerging markets than in more developed markets.

The following is a brief summary of some of the more common risks associated with emerging markets investment:

Fraudulent securities – Given the lack of an adequate regulatory structure it is possible that securities in which investments are made may be found to be fraudulent. As a result, it is possible that loss may be suffered.

Lack of liquidity – The accumulation and disposal of holdings may be more expensive, time-consuming and generally more difficult than in more developed markets. Also, due to the lack of liquidity, volatility may be higher. Many emerging markets are small, have low trading volumes, low liquidity and significant price volatility increasing the risk of investment losses. It may therefore not be possible to initiate a transaction or liquidate a position at an advantageous time or price.

Currency fluctuations – Significant changes in the currencies of the countries in which investments are made vis-à-vis the currency of denomination of the Target Fund may occur following investment by the Target Fund in these currencies. These changes may impact the total return of the Target Fund to a significant degree. In respect of currencies of certain emerging countries, it is not possible to undertake currency hedging techniques.

Settlement and custody risks – Settlement and custody systems in emerging markets are not as welldeveloped as those in developed markets. Standards may not be as high and supervisory and regulatory authorities not as sophisticated. As a result, there may be risks that settlement may be delayed and that cash or securities could be disadvantaged.

Investment and remittance restrictions – In some cases, emerging markets may restrict the access of foreign investors to securities. As a result, certain equity securities may not always be available to the Target Fund because the maximum permitted number of or aggregate investment by foreign shareholders has been reached. In addition, the outward remittance by foreign investors of their share of net profits, capital and dividends may be restricted or require governmental approval. The Target Fund will only invest in markets in which it believes these restrictions to be acceptable. However, there can be no guarantee that additional restrictions will not be imposed.

Accounting – Accounting, auditing and financial reporting standards, practices and disclosure requirements applicable to companies in emerging countries differ from those applicable in more developed countries in respect of the nature, quality and timeliness of the information disclosed to investors and, accordingly, investment possibilities may be difficult to assess properly.

• Target Fund investing in technology, including healthcare and telecommunications

The value of the shares in the Target Fund may be susceptible to factors affecting technology-related industries and to greater risk and market fluctuation than investment in a broader range of portfolio securities covering different economic sectors. Technology, technology-related, healthcare and telecommunications industries may also be subject to greater government regulation than many other industries. Accordingly, changes in government policies and the need for regulatory approvals may have a materially adverse effect on these industries. Additionally, these companies may be subject to risks of developing technologies, competitive pressures and other factors as well as a relatively high risk of obsolescence caused by scientific and technological advances and are dependent upon consumer and business acceptance as new technologies evolve. Many companies in the technology sector are smaller companies and are therefore also subject to the risks attendant on investing in such companies set out above. The development of these sector-specific investments may differ from the general stock exchange trend.

• Target Fund investing in collective investment schemes

Where the Target Fund may invest all or substantially all of their assets in collective investment schemes, unless otherwise disclosed, the investment risks identified in this section will apply whether the Target Fund invests directly, or indirectly through collective investment schemes, in the assets concerned. The investments of the Target Fund in collective investment schemes may result in an increase of the Total Expense Ratio ("TER") and/or ongoing charges. However, the Investment Manager will seek to negotiate a reduction in management fees and any such reduction will be for the sole benefit of the Target Fund.

Where the Target Fund invests in the units of other collective investment schemes that are managed, directly or by delegation, by the same Investment Manager or by the same management company or by any other company with which the Investment Manager or by the management company is linked by common management or control, or by a substantial direct or indirect holding (i.e. more than 10% of the capital or voting rights), no subscription, redemption and/or management fees may be charged to the Company on its investment in the units of such other collective investment schemes.

Leverage

The use of leverage creates special risks and may significantly increase the Target Fund's investment risk. Leverage creates an opportunity for greater yield and total return but, at the same time, will increase the Target Fund's exposure to capital risk. Any investment income and gains earned on investments made through the use of leverage that are in excess of the costs associated therewith may cause the net asset value of the Shares to increase more rapidly than would otherwise be the case. Conversely, where the associated costs are greater than such income and gains, the net asset value of the Shares may decrease more rapidly than would otherwise be the case.

• Target Fund investing in derivatives

A derivative is a financial instrument which provides a return linked to any of the transferable securities that the Target Fund is permitted to invest in. While the prudent use of derivatives can be beneficial, derivatives also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. Derivatives do not always perfectly or even highly correlate or track the value of the securities, rates or indices they are designed to track. Consequently, the Target Fund's use of derivative techniques may not always be an effective means of, and sometimes could be counter-productive to, following the Target Fund's investment objective increasing the risk of investment losses.

If so provided in its investment policy, the Target Fund may engage various strategies in view of reducing certain of its risks and for attempting to enhance return. These strategies may include the use of exchange traded or OTC derivatives instruments such as forward contracts, futures, options, warrants and swaps. Such strategies may be unsuccessful and incur losses for the Target Fund, due

to market conditions. The following is a general discussion of important risk factors and issues concerning the use of derivatives that investors should understand before investing in the Target Fund.

Market risk

Investors should be aware that certain underlying assets of the derivative can be subject to significant volatility and can lose value rapidly, particularly in extreme market conditions. The value of a particular derivative may change in a way which may be detrimental to the Target Fund's interests. As a result, as well as holding assets that may rise or fall with market values, it will also hold derivatives that may rise as the market value falls and fall as the market value rises.

Control and monitoring

Derivative products are highly specialised instruments that require investment techniques and risk analysis which are different from those associated with equity and fixed income securities. The use of derivative techniques requires an understanding not only of the underlying assets of the derivative but also of the derivative itself, without the benefit of observing the performance of the derivative under all possible market conditions. In particular, the use and complexity of derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the Target Fund and the ability to forecast the relative price, interest rate or currency rate movements correctly.

Liquidity risk

Liquidity risk exists when a particular instrument is difficult to purchase or sell at a desired time and price, especially in any quantity, which increases the risk of investment losses. If a derivative transaction is particularly large or if the relevant market is illiquid, it may not be possible to initiate a transaction or liquidate a position at an advantageous price (however, the Company will only enter into OTC derivatives if it is allowed to liquidate such transactions, at any time, at fair value).

Counterparty risk

The Target Fund may enter into transactions in OTC markets, which will expose the Target Fund to the credit of its counterparties and their ability to satisfy the terms of such contracts. In the event of a bankruptcy or insolvency of a counterparty, the Target Fund could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. However, this risk is limited in view of the investment restrictions laid down in Section 'Financial Techniques and Instruments' of the Target Fund's Prospectus.

Other risks

Other risks in using derivatives include the risk of differing valuations of derivatives arising out of different permitted valuation methods and the inability of derivatives to correlate perfectly with underlying securities, rates and indices. Many derivatives, in particular OTC derivatives, are complex and often valued subjectively and the valuation can only be provided by a limited number of market professionals which often are acting as counterparties to the transaction to be valued. Inaccurate valuations can result in increased cash payment requirements to counterparties or a loss of value to the Target Fund. However, this risk is limited as the valuation method used to value OTC derivatives must be verifiable by an independent auditor.

• Other derivative risks

EU Regulation No 648/2012 on OTC derivatives, central counterparties and trade repositories, as amended from time to time ("EMIR"), which came into force on 16 August 2012, establishes certain requirements to be complied with by counterparties to derivatives contracts including, in regard to OTC

derivatives, mandatory clearing obligations and bilateral risk-mitigation management requirements and, in regard to OTC derivatives and exchange-traded derivatives ("ETDs"), reporting requirements. EMIR is complemented by a number of EU and local supplementing or implementing legal texts (altogether, the "EMIR Framework").

The EMIR Framework was amended as part of the European Commission's REFIT programme pursuant to Regulation (EU) No 2019/834 of the European Parliament and of the Council of 20 May 2019 ("EMIR REFIT"), which entered into force on 28 May 2019 and applied from 17 June 2019. EMIR REFIT introduced or amended certain key obligations relating to clearing, reporting and risk mitigation requirements.

As an Undertaking for Collective Investment in Transferable Securities within the meaning of the Directive 2009/65/EC as amended ("UCITS Directive") ("UCITS"), the Target Fund qualifies as a "financial counterparty" ("FC") and is required to comply with the full set of obligations laid down by the EMIR Framework (to the extent in force), every time the Target Fund's counterparty to a OTC derivative contract is itself a non-financial counterparty established in the EU or outside the EU.

The EMIR Framework has extraterritorial effects, requiring counterparties established outside the EU (so-called "third country entities") to also comply with the EMIR Framework in a number of cases, and in particular when concluding OTC derivatives contracts with an EU established counterparty, as is the case of the Target Fund.

The EU regulatory framework and legal regime relating to derivatives is set not only by the EMIR Framework but also by Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended ("MiFID II") as supplemented by various delegated or implementing regulations related thereto. Parts of MiFID II and supplementing texts are implemented by Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended ("MiFIR" and, together with MiFID II and supplementing texts, the "MiFID II Framework"), which requires certain transactions in certain sufficiently liquid derivatives to be executed on specific organised trading venues and to be subject to clearing.

It is difficult to predict the full impact of the above regulatory requirements on the Target Fund. Prospective investors should be aware that the rules stemming from the EMIR Framework and the MiFID II Framework may in practice significantly raise the costs of entering into derivatives contracts and may adversely affect the Target Fund's ability to engage in transactions in derivatives. Moreover, while most of the obligations under EMIR, as amended by EMIR REFIT, have now come into force, certain margin posting requirements in relation to uncleared OTC derivatives contracts are still subject to a staggered implementation timeline. In addition, it is unclear whether the UCITS Directive will be amended to reflect the requirements of EMIR. Accordingly, the full impact of EMIR on uncleared OTC derivatives contracts concluded by the Target Fund is not yet known.

The potential implications of the EMIR and MiFID II Framework concluding derivatives transactions with financial counterparties include, in summary and without limitation, the following:

clearing obligation: depending on the type of derivative contract concluded (OTC or ETD, and, in case of an OTC derivative, its category), the Target Fund will be mandatorily required to clear certain contracts directly or indirectly through a central clearing counterparty ("CCP"). Clearing derivatives through a CCP could result in additional costs and could be on less favourable terms than would be the case if such derivative was not required to be centrally cleared. In addition, as the Target Fund may not have a direct access to the CCP, the Target Fund may have to clear transactions via a participant to the CCP, usually a broker. Transactions cleared indirectly are exposed to the commingling of assets of clients of the broker (including the Target Fund) in an

omnibus account with the CCP (and where the ability to identify assets attributable to a particular client of the broker will rely on the correct reporting of such clients' positions by the broker to the CCP). An indirect clearing also exposes the Target Fund to the risk of default and insolvency of the broker, which is in addition to that of the CCP;

- risk mitigation techniques: for those of its OTC derivatives which are not subject to central clearing, the Target Fund will be required to put in place certain risk mitigation requirements, which may also involve the exchange of regulated margin. These risk mitigation requirements could increase the cost of the Target Fund pursuing its investment strategy in OTC derivatives;
- reporting obligations: each of the Target Fund's derivatives transactions must be reported to a trade repository. These reporting obligations increase the costs to the Target Fund of utilising OTC derivatives; and
- sanctions: sanctions may be imposed by the Commission de Surveillance du Secteur Financier ("CSSF") on the Target Fund in case of non-compliance with the EMIR Framework obligations.

The Target Fund may also clear OTC derivatives transactions (directly or indirectly through a CCP) which are not mandatorily required to be cleared under the EMIR Framework, this is to take advantage of pricing and other potential benefits such as mitigation of bilateral counterparty credit risk. In order to do so, the CCP will require margin to be exchanged, which will be in addition to any regulated margin requirement as part of the risk mitigation requirements under the EMIR Framework, increasing the costs for the Target Fund. The indirect clearing of these derivatives transactions is also exposed to the risks identified above in relation to mandatory clearing.

• Brexit risk

The United Kingdom formally left the EU on 31 January 2020 and entered into a transition period which lasted until 31 December 2020. The extent of the impact will depend in part on the nature of the arrangements that are put in place between the United Kingdom and the EU following the Brexit deal and the extent to which the United Kingdom continues to apply laws that are based on EU legislation.

The longer term process to implement the political, economic and legal framework between the United Kingdom and the EU is likely to lead to continuing uncertainty and periods of exacerbated volatility in both the United Kingdom and in wider European markets.

Currency volatility resulting from this uncertainty may mean that the returns of the Target Fund and its investments are adversely affected by market movements, potential decline in the value of the British Pound and/or EUR, and any downgrading of United Kingdom sovereign credit rating. This may also make it more difficult, or more expensive, for the Target Fund to execute prudent currency hedging policies.

This mid to long term uncertainty may have an adverse effect on the economy generally and on the ability of the Target Fund and its investments to execute its strategies and to receive attractive returns, and may also result in increased costs to the Target Fund.

Risks associated with reinvestment of cash collateral

In case of collateral received in cash, this may be reinvested, under specific conditions. In case of reinvestment of cash collateral, such reinvestment may (a) introduce market exposures inconsistent with the objectives of the Target Fund, or (b) yield a sum less than the amount of collateral to be returned.

• Risks associated with reverse repurchase transactions entered into by the securities lending agent on behalf of the Target Fund

Reverse repurchase transactions is a form of efficient portfolio management that is intended to enhance the returns for the Target Fund in a risk controlled manner.

The counterparty of the reverse repurchase transaction may fail to meet its obligations which could result in losses to the Target Fund. A default by the counterparty combined with a fall in the market value of the collateral below that of the value of the cash lent may result in a reduction in the value of the Target Fund and may restrict the Target Fund's ability to fund security purchases or to meet redemption requests.

• Counterparty risk to the depositary

The assets of the Target Fund are entrusted to the BNP Paribas Securities Services, Luxembourg Branch ("Depositary") for safekeeping. In accordance with the UCITS Directive, in safekeeping the assets of the Target Fund, the Depositary shall: (a) hold in custody all financial instruments that may be registered in a financial instruments account opened in the Depositary's books and all financial instruments that can be physically delivered to the Depositary; and (b) for other assets, verify the ownership of such assets and maintain a record accordingly. The assets of the Target Fund should be identified in the Depositary's books as belonging to the Target Fund.

Securities held by the Depositary should be segregated from other securities/assets of the Depositary in accordance with the applicable laws and regulations, which mitigates but does not exclude the risk of non-restitution in case of bankruptcy of the Depositary. The investors are therefore exposed to the risk of the Depositary not being able to fully meet its obligation to restitute all of the assets of the Company in the case of bankruptcy of the Depositary. In addition, the Target Fund's cash held with the Depositary may not be segregated from the Depositary's own cash / cash under custody for other clients of the Depositary, and the Target Fund may therefore rank as an unsecured creditor in relation thereto in the case of bankruptcy of the Depositary.

The Depositary may not hold all the assets of the Target Fund itself but may use a network of subcustodians which are not always part of the same group of companies as the Depositary. Investors may be exposed to the risk of bankruptcy of the sub-custodians in circumstances in which the Depositary may have no liability.

The Target Fund may invest in markets where custodial and/or settlement systems are not fully developed. The assets of the Target Fund that are traded in such markets and which have been entrusted to such sub-custodians may be exposed to risk in circumstances in which the Depositary may have no liability.

Sustainability Risk

A sustainability risk means an environmental, social or governance event or condition that, if it occurs, could cause an actual or potential material negative impact on the value of the investment. To the extent that environmental, social and governance ("ESG") factors (including the six environmental objectives prescribed by the Taxonomy Regulation: climate change mitigation, climate change adaptation, the sustainable use and protection of water and marine resources, the transition to a circular economy, pollution prevention and control and the protection and restoration of biodiversity and ecosystems) represent material risks and/or opportunities to maximising long-term risk-adjusted returns, they will be considered as part of the Investment Manager's investment decision making.

When considering an investment for the Target Fund, the Investment Manager may analyse a range of factors or utilise tools as deemed relevant by the Investment Manager, such as:

(A) An issuer's alignment with international commitments, for example, the Paris Agreement adopted under the United Nations Framework Convention on Climate Change and the UN 2030 Agenda for Sustainable Development which recognise the significant changes required across the corporate and public sectors. The efforts of governments, central banks, regulators and various private sector industry initiatives to promote this shift, including incentivising investment in sustainable companies,

alongside growing customer and societal demand for sustainable business may lead to enhanced longterm returns for companies that are better aligned with the ESG factors than their peers; and the Investment Manager's investment approach recognises this.

(B) The Investment Manager employs fundamental security analysis while taking a long-term view and seeks to identify companies differentiated by their sustainable competitive advantage, strong earnings potential and shareholder-friendly management teams. As part of its investment process, the

Investment Manager aims to understand the principal drivers of company performance and the associated risks.

(C) In addition to proprietary analysis, external research and data on company environmental performance and controversial business activities is used to assist the Investment Manager in assessing adverse impacts and may filter into investment decisions.

(D) Through management engagement, the Investment Manager may seek to explore improvements in reporting, environmental performance and strategic positioning in relation to key sustainability trends such as the transition to a circular economy. While management engagement is the preferred tool for examining improved ESG performance, divestment is also an option.

The Investment Manager may challenge an investee company's commitment to improve on ESG factors in management engagements, where appropriate and considered to be effective. As part of this, an important responsibility of the Investment Manager as a long-term investor is to encourage new and existing companies to make lasting investments in reducing waste, improving efficiency and environmental technology aimed at driving future sustainable returns.

The likely impacts of sustainability risks on the returns of the Target Fund

While the analysis of ESG factors is an integral component across the Investment Manager's investment capabilities and one of a number of inputs to the selection of investments and portfolio construction, the investment process of the Investment Manager is primarily designed to maximise long-term risk-adjusted returns for Investors. Therefore, in managing the Target Fund, the Investment Manager does not maximise portfolio alignment with sustainability risks as a separate goal in its own right nor does it precisely attribute the impact of ESG factors on returns for the Fund.

Sustainability Risk Policy ("Policy")

The Policy can be found incorporated within Janus Henderson's "ESG Investment Policy" in the "About Us - Environmental, Social and Governance (ESG)" section of the website at <u>www.janushenderson.com</u>.

Risks associated with the sustainability approaches

Concentration risk

The Target Fund may be overweight and/or underweight in certain sectors and thus perform differently than funds that have a similar objective but which do not integrate sustainable investment criteria when selecting securities.

Subjective judgment in investment selection

In pursuing the sustainable investment approach, the Investment Manager integrates certain environmental and social sustainability themes into the investment selection process, which involves analysis of potential investment based on certain "sustainability factors". Such assessment by the Investment Manager is subjective in nature and therefore it is possible that the Investment Manager may not apply the relevant sustainable investment criteria correctly which may lead to the Target Fund foregoing investment opportunities or investing in securities which do not meet the relevant sustainability criteria.

Exclusion risk

The use of environmental and social criteria may affect the Target Fund's investment performance and, as such, the Target Fund may perform differently compared to similar funds that do not use such criteria. Environmental and social exclusion criteria used in the Target Fund's investment strategy may result in the Target Fund foregoing opportunities to buy certain securities when it might otherwise be advantageous to do so, and/or selling securities due to their environmental and social characteristics when it might be disadvantageous to do so.

Reliance on corporate data or third-party information

When assessing a potential investment based on the Target Fund's sustainability criteria, the Investment Manager is dependent upon information and data from the security issuer and/or third-parties (which may include providers for research, reports, screening, ratings and/or analysis such as index providers and consultants). Such information or data may be incomplete, inaccurate or

inconsistent. The lack of a standardized taxonomy may also affect the Investment Manager's ability to measure and assess the environment and social impact of a potential investment.

Change in nature of investments

The Investment Manager may have to sell a security held by the Target Fund at a disadvantageous price in the event the business nature of the security issuer changes such that it no longer meets the Target Fund's sustainability criteria.

• Target Fund Investing in China Securities

The Target Fund may invest in China securities, including China A-Shares, other than risks involved in emerging market investments set out above, Investors should note the additional disclosures and specific risks below.

Political risk

Any significant change in the PRC's political, social or economic policies may have a negative impact on investments in China securities, including China A-Shares.

Currency risk

The Renminbi is subject to foreign exchange restrictions and is not a freely convertible currency. Such control of currency conversion and movements in the Renminbi exchange rates may adversely affect the operations and financial results of companies in the PRC. Insofar as a Target Fund's assets are invested in the PRC, it will be subject to the risk of the PRC government's imposition of restrictions on the repatriation of funds or other assets out of the country.

Taxation risk

The tax laws and regulations in the PRC are often subject to change in light of shifts in social, economic conditions and government policy. The application and enforcement of PRC tax laws and regulations could have a significant adverse effect on the Target Fund, particularly in relation to withholding tax on dividends and capital gains imposed upon foreign investors. As PRC tax laws and regulations are continually evolving, any particular interpretation of PRC tax laws and regulations (including related enforcement measures) applicable to the Target Fund may not be definitive. Further, the specific manner in which the Corporate Income Tax ("CIT") law will apply is clarified by the Detailed Implementation Rules and supplementary tax circulars which may be issued in the future. Given this, there are currently uncertainties as to how specific provisions of the CIT law will be interpreted and enforced on the Target Fund going forward. As such, the Company reserves the right to provide for withholding tax on dividends and capital gains tax derived from the Target Fund investing in China securities, including in particular, China A-Shares, to the extent that the existing tax laws and regulations require at the time when the income are realised.

As the provision made by the Company is based on current market expectations and the Company's understanding of the PRC tax laws and regulations, any changes to market practice or interpretation of PRC tax rules may impact this provision and may result in this provision being higher or lower than required. The Company does not currently intend to make any accounting provisions for these tax uncertainties. It is possible that any new PRC tax laws and regulations may be applied retroactively.

Where the Target Fund may invest directly in China A-Shares, in addition to the above risks, it is also subject to the following additional risks:

• Risks Relating to China A-Shares Market

Foreign ownership limits

Hong Kong and overseas investors (including the Target Fund) directly investing into China A-Shares through permissible means pursuant to the relevant laws and regulations are subject to the following shareholding restrictions:

- Single foreign investors' shareholding in a China A-Share must not exceed 10% of the total issued shares; and
- Aggregate foreign investors' shareholding by all Hong Kong and overseas investors (including the Target Fund) in a China A-Share must not exceed 30% of the total issue shares.

Such limits are subject to change from time to time.

Should the shareholding of a single foreign investor in a China A-Share listed company exceed the above restriction, the investor would be required to unwind its position on the excessive shareholding according to a last-in-first-out basis within a specific period. According to the PRC Securities Law, a shareholder of 5% or more of the total issued shares of a PRC listed company (a "Major Shareholder") has to return any profits obtained from the purchase and sale of shares of such PRC listed company if both transactions occur within a six-month period. In the event of the Target Fund becoming a Major Shareholder of a PRC listed company, the profits that the Target Fund may derive from such investments may be limited, and the performance may be adversely affected.

Where the Target Fund may invest directly in China A-Shares through the Stock Connect Programs, in addition to the above risks, it is also subject to the following additional risks:

• Risks Relating to the Stock Connect Programs

The Shanghai Stock Connect and the Shenzhen Stock Connect are operated independently from each other, but are similar in respect to the fundamental principles, operational mechanism and regulatory framework.

Such trading is subject to the laws and regulations of PRC and Hong Kong and the relevant rules, policies or guidelines issued from time to time.

Segregation and beneficial ownership of Securities under the Stock Connect Programs

The China A-Shares are held in 'Special Segregated Accounts' ("SPSAs") in the name of each investor (Target Fund), in the Hong Kong Central Clearing and Settlement System ("CCASS") maintained by the Hong Kong Securities Clearing Company Limited ("HKSCC") as the central securities depositary in Hong Kong. Each SPSA is assigned a unique Investor ID that links the account to the underlying investor.

The China A-Shares are beneficially owned by the Investors (Target Fund) and are segregated from the own assets of HKSCC.

PRC laws suggest that the Target Fund would have beneficial ownership of China A-Shares. It is expressly stipulated in the Several Provisions on the Pilot Program of Stock Connect Programs (as published by the China Securities Regulatory Commission to prescribe the launch and operation of the Stock Connect Programs) that HKSCC acts as the nominee holder and the Target Fund would own the rights and interests with respect to the China A-Shares. The same nominee holder arrangement applies to Shenzhen Stock Connect. The HKEx has also stated that it is the Target Fund who is the beneficial owner of the China A-Shares.

However, it should be noted that the exact nature and methods of enforcement of the rights and interests of the Target Fund under PRC law is not certain and there have been few cases involving a nominee account structure in the PRC courts.

It should also be noted that as with other clearing systems or central securities depositaries, the HKSCC is not obliged to enforce the rights of the Target Fund in the PRC courts. If the Target Fund wishes to enforce its beneficial ownership rights in the PRC courts, it will need to consider the legal and procedural issues at the relevant time.

Quota limitations

The Stock Connect Programs are subject to a daily quota. The Northbound Shanghai Trading Link under the Shanghai Stock Connect, Northbound Shenzhen Trading Link under the Shenzhen Stock Connect, Southbound Hong Kong Trading Link under the Shanghai Stock Connect Scheme and Southbound Hong Kong Trading Link under the Shenzhen Stock Connect Scheme will be respectively subject to a separate set of daily quota, which does not belong to the Target Fund and can only be utilised on a first-come-first-served basis. In particular, once the remaining balance of the Northbound daily quota drops to zero or the Northbound daily quota is exceeded during the opening call session, new buy orders will be rejected (though Investors will be allowed to sell their cross-boundary securities regardless of the quota balance). Therefore, quota limitations may restrict the Target Fund's ability to invest in China A-Shares through the Stock Connect Programs on a timely basis, and the Target Fund may not be able to effectively pursue its investment strategies.

Settlement

The Target Fund will set up arrangements with its Hong Kong brokers and sub-custodian to ensure that cash payment is received against delivery of securities for the trades of the China A-Shares (delivery versus payment settlement). To this end, for the trades of the China A-Shares by the Target Fund, Hong Kong brokers will credit or debit the cash account of the Target Fund on the same day for the settlement of securities, for an amount equal to the funds relating to such trading.

Clearing and settlement risk

HKSCC and China Securities Depositary and Clearing Corporation Limited ("ChinaClear") have established the clearing links and each is a participant of each other to facilitate clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market will on one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house.

Should a ChinaClear default occur and ChinaClear be declared as a defaulter, HKSCC's liabilities in Northbound trades under its market contracts with clearing participants will be limited to assisting clearing participants in pursuing their claims against ChinaClear. HKSCC will in good faith, seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or through ChinaClear's liquidation. In that event, the Target Fund may suffer delay in the recovery process or may not be able to fully recover its losses from ChinaClear.

Suspension risk

Each of the HKEx, Shanghai Stock Connect and Shenzhen Stock Exchange reserves the right to suspend Northbound and/or Southbound trading if necessary for ensuring an orderly and fair market and risks are managed prudently. Consent from the relevant regulator would be sought before a suspension is triggered. Where a suspension in the Northbound trading through the Stock Connect Programs is effected, the Target Fund's ability to access the PRC market will be adversely affected.

In addition, trading band limits are imposed by the stock exchanges in the PRC and Hong Kong on China A-Shares, where trading in any China A-Share security on the relevant stock exchange may be suspended if the trading price of the security has increased or decreased to the extent beyond the trading band limit. A suspension will render it impossible for the Target Fund to liquidate positions and could thereby expose the Target Fund to significant losses. Further, when the suspension is subsequently lifted, it may not be possible for the Target Fund to liquidate positions at a favourable price, which could thereby expose the affected Target Fund to significant losses.

Differences in trading day

The Stock Connect Programs will only operate on days when both the PRC and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the PRC market but not for the Hong Kong market in which case the Target Fund will not be able to access the PRC market via the Stock Connect Programs. The Target Fund may be subject to a risk of price fluctuations in China A-Shares during the time when the Stock Connect Programs is not trading as a result.

Operational risk

The Stock Connect Programs provide a new channel for Investors from Hong Kong and overseas to access the China stock market directly. The Stock Connect Programs are premised on the functioning of the operational systems of the relevant market participants. Market participants are able to participate in this programme subject to meeting certain information technology capability, risk management and other requirements as may be specified by the relevant exchange and/or clearing house. It should be appreciated that the securities regimes and legal systems of the two markets differ significantly and in order for the trial programme to operate, market participants may need to address issues arising from the differences on an on-going basis.

Further, the "connectivity" in the Stock Connect Programs requires routing of orders across the PRC-Hong Kong border. This requires the development of new information technology systems on the part of the HKEx and exchange participants (i.e. a new order routing system ("China Stock Connect System") set up by HKEx to which exchange participants need to connect). There is no assurance that the systems of the HKEx and market participants will function properly or will continue to be adapted to changes and developments in both markets. In the event that the relevant systems failed to function properly, trading in both markets through the programme could be disrupted. The Target Fund's ability to access the China A-Shares market (and hence to pursue its investment objective) will be adversely affected.

Restrictions on selling imposed by front-end monitoring

PRC regulations require that before an investor sells any China A-Shares, there should be sufficient China A-Shares in the account.

Investors are subject to pre trade checks whereby the China Stock Connect System will verify with exchange participants that an underlying Investor has sufficient China A-Shares in their SPSA prior to the submission of a sell order to the exchange for execution. The unique Investor ID assigned to an SPSA is used to identify the underlying investor and to facilitate this check. Only once this check has been satisfied will a sell order be executed.

Regulatory risk

The Stock Connect Programs are novel in nature, and will be subject to regulations circulated by regulatory authorities and implementation rules made by the stock exchanges in the PRC and Hong Kong. Further, new regulations may be circulated from time to time by the regulators in connection with operations and cross-border legal enforcement in connection with cross-border trades under the Stock Connect Programs.

It should be noted that the regulations are untested and there is no certainty as to how they will be applied. Moreover, the current regulations are subject to change. There can be no assurance that the Stock Connect Programs will not be abolished. The Target Fund, which may invest in the PRC markets through the Stock Connect Programs, may be adversely affected as a result of such changes.

Taxation risk

For the China A-Shares traded by the Target Fund under the Stock Connect Programs, any capital gains derived from the transfer of such China A-Shares would be temporarily exempt from PRC corporate income tax. Any capital gains derived from the transfer of such China A-Shares through the Stock Connect Program by the Target Fund would also be temporarily exempted from PRC Value Added Tax ("VAT") during the VAT reform period, which starts from 1 May 2016 for the financial services sector and is currently valid. Dividends from China A-Shares paid to the Target Fund would be subject to 10% withholding tax and which is to be withheld at source. If the Target Fund is entitled to a lower tax treaty rate as regards capital gains and dividends, application can be made to the in-charge tax bureau of the payer for a tax refund. It is possible that any new tax laws and regulations and any new interpretations may be applied retroactively in China. Dividends from China A-Shares would not be subject to PRC VAT.

• Target Fund Investing in Special Purpose Acquisition Companies ("SPACs")

SPACs are shell companies that are admitted to trading on a trading venue with the intention to acquire a business and are often referred to as *blank cheque companies*. The persons responsible for setting up SPACs are the sponsors, who typically have significant expertise in one or more economic sectors and use the SPAC to acquire companies in those areas.

The structure of SPAC transactions is complex and there may be variations between transactions.

Typically, the format of the securities offering is such that either common stock (shares) or units are offered to investors. The units generally consist of 1 common stock and a fraction of a warrant; one whole warrant entitling the holder to common stock at a set price.

The life cycle of a SPAC is typically divided into three phases:

- 1. The first stage is the Initial Public Offering (IPO), whereby the units or shares and warrants in the SPAC are admitted to trading on a trading venue;
- 2. In the second stage, the SPAC searches for a target company to acquire (usually within 12-24 months); and
- 3. The third and final stage consists of the business combination (de-SPAC transaction) with the target company, typically through a merger.

After the third stage, the SPAC is a *normal* listed company.

The following are specific risks concerning SPACs that investors should understand before investing in the Target Fund:

Dilution risk

Due to the structure of a SPAC there is inherent risk that the Target Fund's level of ownership may drop significantly due to a number of factors;

- The payment of the sponsors' fees in shares
- The exercise of warrants issued as part of the IPO
- The issue of equity in relation to the financing of the acquisition.

Lack of transparency

The level of transparency provided in disclosures to SPAC investors is limited as the SPAC has no operations or history, therefore there is no historical financial information available, and the risk factors are typically limited and generic in nature, particularly where the acquisition strategy is more broadly defined. Disclosures primarily consist of a summary of the SPAC's acquisition strategy and criteria, its capital structure, the biographies of the directors and officers, and the terms of the underwriting arrangements. As regards the third stage (i.e. the acquisition of the target company), it is possible that no approved prospectus will be published in relation to the business combination unless required under the local law. In such a case there will be limited insight into actual underlying investments following the acquisition, as opposed to traditional listed companies whose prospectus is screened by the National Supervisory Authorities, before being admitted to trading on a regulated market.

Incentives for sponsors

Due to lack of transparency of the SPAC prospectus, it might not be clear whether the sponsors are unproportionally or unfairly compensated, from the funds collected from the investors in SPACs.

Underwriting costs

Due to lack of transparency of the SPAC prospectus, it might be hard to estimate if the costs of underwriting fees are borne fairly by SPAC redeeming investors and remaining investors.

Valuation risk

Once the shares of SPAC are acquired, the SPAC might be in a funding stage (stage 1) without any underlying tangible investment. Since the objective of SPAC is to invest in a business which was not listed before, it might be hard to estimate the real value and potential performance of the target company.

Liquidity risk

Due to the lack of tangible underlying assets and/ or underlying assets without proven track record in stock exchanges, it might be hard to sell the shares in SPAC at a desired time without incurring in any losses in price. (please also refer to the 'Valuation risk' section, here above).

It may also be the case that a SPAC imposes a redemption limit.

Escrow account risk

At the IPO stage, SPACs collect financing from the investors without any tangible underlying investments, until certain period in time when the proper target investment is found. Therefore, there might be a risk related to the creditworthiness of the institution where the funds are deposited, as well as possible reinvestment of the proceeds of the offering until the target company is acquired.

Conflicts of interest risks

Due to limited transparency associated with SPACs and the role of the sponsors in finding the target company, conflicts of interest may occur in the following situations:

- SPAC sponsors may purchase equity in the SPAC at more favourable terms than investors in the IPO or subsequent investors in the open market and the sponsors may benefit more than investors from the completion of the de-SPAC transaction and may have an incentive to complete the transaction on terms which may be less favourable to investors;
- If no acquisition is completed by a specific deadline, the sponsors may lose their initial investment, thus pushing the sponsors to find any target company irrespective of the financial prospects of the deal;
- The sponsors may have agreements in place restricting their disposal of the issuer's securities, thus limiting the liquidity of the SPAC;
- There is a possibility that the SPAC could invest in companies associated with the sponsors;
- The sponsors and their affiliates may have already invested in the same sector as the SPAC; and

• The sponsors and their affiliates are not obligated to share any potential targets they identify with the SPAC and may acquire these targets themselves.

Target Fund Risk Profile

Once the shares of the SPAC are acquired, the SPAC might be in a funding stage (stage one) without any underlying tangible investment. Analysis will be conducted prior to the Target Fund's investment in the SPAC and on an ongoing basis according to the relevant laws and regulations in order to identify the SPAC's risk profile, its structure and its eligibility for investment in the Target Fund. The risk impact of the underlying investments on the Target Fund's risk and reward profile is assessed as part of the ongoing risk analysis. However, it may be more complex to do so compared to other transferable securities.

1.13.4 Risk Management Strategy

Risk management with an emphasis on portfolio diversification forms an integral part of our investment strategy and process. As the Fund is a Feeder Fund, the Manager will not be able to employ the aforementioned risk management strategy. The Target Fund, however, employs some form of portfolio diversification as it invests in a globally diversified portfolio of technology-related companies.

However, the Manager may adopt a temporary defensive strategy by maintaining a sufficient level of Liquid Assets that may be inconsistent with the Fund's principal investment and asset allocation strategy. This defensive strategy may be necessary to protect the Fund's investments and safeguard the Unit Holders' interests in response to adverse market, economic, political, or any other conditions. As a result, the Fund's performance may diverge from the Target Fund's return and tracking error may increase. In addition, subject to SC's approval, we may choose to replace the Target Fund with another fund of similar objective if it is in the interests of the Unit Holders to do so or in our view, the Target Fund's objective.

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

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

In addition to the above, the Fund is monitored and overseen by the investment committee of TAIM ("investment committee"). The investment committee serves to monitor the performance of the Fund and ensure the Fund is managed according to the investment restrictions and limits, the Guidelines and the relevant laws.

In addition, the following investment procedures and internal controls are designed to control operational risk** for the Fund:

- There is strict division of duties between securities trading, confirmation and settlement.
- There are rules on trading and preventing employees to act on insider information. The compliance department will monitor compliance and enforce disciplinary actions on any employee who has breached the code of conduct and compliance.
- There is daily computation of the Fund's NAV and independent verification and reconciliation.
- There are procedures for senior management, Trustee, investment committee and the board of directors of the Manager to be informed promptly, to investigate and to ensure timely and appropriate rectification of any deviation and non-compliance that may arise.

** Operational risk refers to the internal risk associated with inadequate systems and controls.

For the purposes of the Fund's investment in derivatives for hedging purposes, the global exposure will

be calculated using commitment approach to ensure it does not exceed the Fund's NAV. The global exposure of the Fund to derivatives is calculated as the sum of the:

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

THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH POTENTIAL INVESTORS SHOULD CONSIDER BEFORE INVESTING INTO THE FUND. POTENTIAL INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME.

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

THERE ARE FEES AND CHARGES INVOLVED AND INVESTORS ARE ADVISED TO CONSIDER THEM BEFORE INVESTING IN THE FUND. FOR INFORMATION CONCERNING FEES AND CHARGES WHICH INVESTORS SHOULD CONSIDER, PLEASE REFER TO THE "FEES, CHARGES AND EXPENSES" SECTION COMMENCING ON PAGE 51.

CHAPTER 2: THE INFORMATION ON JANUS HENDERSON HORIZON FUND – GLOBAL TECHNOLOGY LEADERS FUND ("TARGET FUND")

This section provides you with information regarding the Target Fund and the people behind the management of the Target Fund as extracted from the prospectus of the Target Fund save for certain additional information included by the Investment Manager. All capitalised 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.

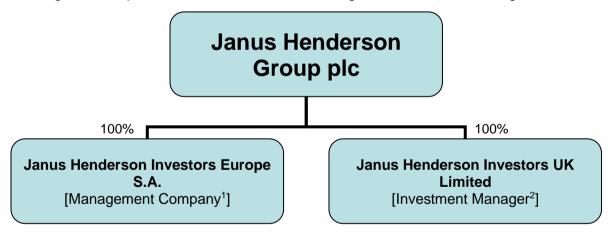
2.1 Structure of the Janus Henderson Horizon Fund – Global Technology Leaders Fund ("the Target Fund")

The Target Fund, Janus Henderson Horizon Fund – Global Technology Leaders Fund is a sub-fund of the Company. The Company is an open-ended investment company organised as a société anonyme under the laws of the Grand Duchy of Luxembourg and qualifies as a SICAV ("société d'investissement à capital variable").

The Company was incorporated in Luxembourg on 30 May 1985 pursuant to the Luxembourg laws of 10 August 1915 on commercial companies (as amended) and is qualified as an Undertaking for Collective Investment in Transferable Securities ("UCITS") under Part I of the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as amended ("Law").

The Company has appointed Janus Henderson Investors Europe S.A. as its management company.

The diagram below provides a brief overview of the management structure of the Target Fund.



¹ Appointed by Janus Henderson Horizon Fund under a fund management company agreement. ² Appointed by the Management Company under an investment management agreement.

2.2 Regulatory Authority

Commission de Surveillance du Secteur Financier (Luxembourg Financial Conduct Authority).

2.3 Applicable Legislation

Part I of the Luxembourg Law of 17 December 2010 relating to undertakings for collective investment, as amended from time to time.

2.4 The Management Company and Investment Manager of the Target Fund

Janus Henderson Investors Europe S.A. ("Management Company") has been appointed by the Company to act as its management company. The Management Company is authorised to act as the fund management company in accordance with Chapter 15 of the Law.

The Company has signed a fund management company agreement (the "Fund Management Company Agreement") with the Management Company. Under this agreement, the Management Company is entrusted with the day-to-day management of the Company, with the responsibility for the Management Company to perform directly or by way of delegation functions relating to the Company's investment management and administration, and implementation of the Company's policy for the marketing and distribution of the Target Fund.

In agreement with the Company, the Management Company has decided to delegate several of its functions as is further described in the Target Fund's Prospectus.

The Management Company is part of Janus Henderson Group, a substantial financial services group of companies listed in New York and Australia.

Janus Henderson Investors UK Limited ("Investment Manager") is a limited liability company incorporated under the laws of England and Wales. The Investment Manager is authorised and regulated by the Financial Conduct Authority ("FCA"), and has been appointed by the Management Company under an investment management agreement (the 'Investment Management Agreement') to provide investment management services to the Management Company in respect of the Target Fund.

The Investment Manager is ultimately owned by Janus Henderson Group. Janus Henderson Group is a public company limited by shares incorporated in Jersey and is listed on the New York Stock Exchange and the Australian Securities Exchange.

The compliance of the Target Fund with their relevant investment policy and investment restrictions are organised under the control and the ultimate responsibility of the board of directors of the Company ("Directors"). The Company has delegated this to the Management Company, who has in turn delegated this to the Investment Manager.

The Target Fund was incepted on 16 October 1996.

2.5 Investment Objective of the Target Fund

The Target Fund aims to provide capital growth over the long term.

2.6 Investment Policy & Strategy of the Target Fund

The Target Fund's Investment Policy

The Target Fund invests at least 90% of its net assets in equities or equity-related instruments of technology-related companies or companies that derive the main part of their revenue from technology.

The Target Fund may invest in companies of any size, including smaller capitalisation companies, in any country.

Equity-related instruments may include depositary receipts.

The Target Fund may use derivative instruments (such as futures, forwards, options and warrants) to reduce risk and to manage the Target Fund more efficiently. Under no circumstances shall the use of these instruments and techniques cause the Target Fund to diverge from its investment policy.

The Fund may invest up to 10% of its net assets in special purpose acquisition companies.

For treasury management and/or for defensive purposes (e.g. in case of unfavourable market conditions), the Target Fund may invest in:

- investment grade government bonds and associated derivative instruments;
- cash and money market instruments.

Use of Ancillary Liquid Assets

The Target Fund may hold up to 20% in its net assets in ancillary liquid assets as described in greater detail under paragraph 10.4 of the section entitled "Investment Restrictions" in the Target Fund's Prospectus.

Sustainable Finance Disclosure Regulation Categorisation

Promotes environmental and social characteristics, as defined under Article 8 of SFDR. For additional information please refer to Annex II in the Target Fund's Prospectus.

Performance Target

To outperform the MSCI ACWI Information Technology Index + MSCI ACWI Communication Services Index, after the deduction of charges, over any 5-year period.

Active Management and Benchmark Usage

The Target Fund is actively managed with reference to the MSCI ACWI Information Technology Index + MSCI ACWI Communication Services Index, which is broadly representative of the companies in which it may invest, as this forms the basis of the Target Fund's Performance Target and the level above which performance fees of the Target Fund may be charged (if applicable). The Investment Manager has discretion to choose investments for the Fund with weightings different to the index or not in the index, but at times the Target Fund may hold investments similar to the index.

The Target Fund's Investment Strategy

The strategy is based on identifying companies that are considered by the Investment Manager to be current or future leaders in driving or enabling technology adoption and as such have undiscovered potential for sustainable earnings growth. These companies are typically aligned with themes that drive long-term technology growth trends (e.g. internet transformation, next generation infrastructure and payment digitisation).

The Investment Manager looks to navigate the hype cycle (different stages in the development of a technology from conception to widespread adoption) around technology adoption by assessing the company's fundamental business model.

2.7 Investment Restrictions of the Target Fund

The Directors have power, based upon the principle of spreading of risk, to determine the corporate and investment policy for the Target Fund and the course of conduct of the management and business affairs of the Company. Pursuant thereto the Directors have resolved that:

- 1. The investments of the Target Fund shall consist of:
 - a) Transferable securities and money market instruments admitted to official listings on stock exchanges in Member States,
 - b) Transferable securities and money market instruments dealt in on other Regulated Markets in Member States, that are operating regularly, are recognised and are open to the public,
 - c) Transferable securities and money market instruments admitted to official listings on stock exchanges in any other country in Eastern and Western Europe the American continent, Asia, Oceania and Africa,

- d) Transferable securities and money market instruments dealt in on other Regulated Markets that are operating regularly, are recognised and open to the public of any other country in Eastern and Western Europe, the American Continent, Asia, Oceania and Africa,
- e) Recently issued transferable securities and money market instruments provided that the terms of the issue include an undertaking that application will be made for admission to the official listing on one of the stock exchanges as specified in a) and c) or Regulated Markets that are operating regularly, are recognised and open to the public as specified in b) and d) and that such admission is secured within a year of issue,
- f) Units of UCITS and/or other undertakings for collective investment ("UCIs") within the meaning of Article 1(2), first and second indents of the UCITS Directive, as amended, whether they are situated in a Member State or not, provided that:
 - such other UCIs are authorised under laws which provide that they are subject to supervision considered by the CSSF to be equivalent to that laid down in Community law, and that cooperation between authorities is sufficiently ensured;
 - the level of protection for unitholders in the other UCIs is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on asset segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of the UCITS Directive, as amended;
 - the business of the other UCIs is reported in half-yearly and annual reports to enable an
 assessment to be made of the assets and liabilities, income and operations over the reporting
 period;
 - no more than 10 % of the UCITS' or the other UCIs' assets (or of the assets of any sub-fund thereof, provided that the principle of segregation of liabilities of the different compartments is ensured in relation to third parties), whose acquisition is contemplated, can, according to their constitutional documents, be invested in aggregate in units of other UCITS or other UCIs;
- g) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than twelve 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 CSSF as equivalent to those laid down in Community law;
- h) financial derivative instruments, including equivalent cash-settled instruments, dealt in on a Regulated Market; and/or OTC derivatives, provided that:
 - the underlying consists of instruments described in sub-paragraphs (a) to (g) of this section above, financial indices, interest rates, foreign exchange rates or currencies, in which the Company 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 CSSF; and
 - 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 Company's initiative;
- i) money market instruments other than those dealt in on a Regulated Market, which fall under Article 1 of the Law, if the issue or issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that they are:
 - issued or guaranteed by a central, regional or local authority or central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, an Other State or, in the 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 referred to in subparagraphs (a), (b) or (c) 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 CSSF 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 CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second or the third indent and provided that the issuer is a company whose capital and reserves amount to at least €10 million and which presents and publishes its annual accounts in accordance with the fourth 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.

- Furthermore, the Target Fund may: Invest no more than 10% of its net assets in securities and money market instruments other than those referred to in sub-paragraph 1 (a) to (i) above.
- 3. The Target Fund may acquire the units of UCITS and/or other UCIs referred to in paragraph 1 (f) above, provided that in aggregate no more than 10% of the Target Fund's net assets are invested in units of UCITS or other UCIs.

The Target Fund can, under the conditions provided for in Article 181 paragraph 8 of the Law, as may be amended, invest in the shares issued by one or several other sub-funds of the Company.

Notwithstanding the 10% limit above, the Company can decide, under the conditions provided for in Chapter 9 of the Law, as may be amended, that a sub-fund of the Company ("Feeder") may invest at least 85% of its assets in units or shares of another UCITS ("Master") authorised according to the UCITS Directive (or a portfolio of such UCITS).

When the Target Fund invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the same Investment Manager or by the same management company or by any other company with which the Investment Manager or by the management company is linked by common management or control, or by a substantial direct or indirect holding (i.e. more than 10% of the capital or voting rights), that no subscription, redemption and/or management fees may be charged to the Company on its investment in the units of such other UCITS and/or UCIs. In respect of the Target Fund's investments in UCITS and other UCIs linked to the Investment Manager or its affiliates, there shall be no management fee charged to that portion of the assets of the Target Fund. The Company will indicate in its annual report the total management fees charged both to the Target Fund and to the UCITS and other UCIs in which the Target Fund has invested during the relevant period.

- 4. The Target Fund may hold up to 20% in its net assets in ancillary liquid assets such as bank deposits at site, i.e. cash held in current accounts with a bank accessible at any time, in order to cover current or exceptional payments, or for the time necessary to reinvest in eligible assets provided under article 41(1) of the Law of 2010, or for a period of time strictly necessary in case of unfavourable market conditions. This restriction may only be exceeded temporarily for a period of time strictly necessary if the Directors consider this to be in the best interest of the Shareholders (e.g. during exceptionally unfavourable market conditions such as a severe financial market collapse).
- 5. The Target Fund may not invest in any one issuer in excess of the limits set out below:
 - (a) Not more than 10% of the Target Fund's net assets may be invested in transferable securities or money market instruments issued by the same entity;
 - (b) Not more than 20% of the Target Fund's net assets may be invested in deposits made with the same entity;
 - (c) By way of exception, the 10% limit stated in the first paragraph of this section above may be increased to:
 - a maximum of 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State, by its local authorities, by an Other State or by public international bodies to which one or more Member States belong;
 - a maximum of 25% in the case of certain bonds when these are issued 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 bond holders. In particular, sums deriving from the issue of these bonds must be invested in conformity 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 the event of failure of the issuer, would be used on a priority basis for the reimbursement of the principal and payment of the accrued interest. When the Target Fund invests more than 5% of its net assets in the bonds referred to in this paragraph and issued by one issuer, the total value of these investments may not exceed 80% of the value of the net assets of the Target Fund.

(d) The total value of the transferable securities or money market instruments held by the Target Fund in the issuing bodies in each of which it invests more than 5% of its net assets must not then exceed 40% of the value of its net assets. This limitation does not apply to deposits and OTC derivative transactions made with financial institutions subject to prudential supervision. The transferable securities and money market instruments referred to in the two indents of 5 (c) above shall not be taken into account for the purpose of applying the limit of 40% referred to in this paragraph.

Notwithstanding the individual limits laid down in sub-paragraphs 5 (a) to (d) above, the Target Fund may not combine:

- investments in transferable securities or money market instruments issued by a single entity, and/or
- deposits made with a single entity, and/or
- exposures arising from OTC derivative transactions undertaken with a single entity, in excess of 20% of its net assets.

When a transferable security or money market instrument embeds a derivative, the latter must be taken into account when complying with the requirements of the above mentioned restrictions.

The limits provided for in sub-paragraphs 5 (a) to (d) above may not be combined, and thus investments in transferable securities or money market instruments issued by the same entity or in deposits or derivative instruments made with this entity carried out in accordance with paragraphs 5 (a) to (d) shall under no circumstances exceed in total 35% of the net assets of the Target Fund.

Companies which are included in the same group for the purposes of consolidated accounts, as defined in accordance with Directive 83/349/ EEC or in accordance with recognized international accounting rules, are regarded as a single entity for the purpose of calculating the investment limits mentioned in sub-paragraphs 5 (a) to (d) above.

The Target Fund may not invest cumulatively more that 20% of its net assets in transferable securities or money market instruments of the same group subject to restrictions 5 (a) and the three indents under 5 (d) above.

Without prejudice to the limits laid down in paragraph 7 of this section below, the limit of 10% laid down in sub-paragraph 5 (a) above is raised to a maximum of 20% for investment in equity and/or debt securities issued by the same body when the aim of the investment policy of the Target Fund is to replicate the composition of a certain equity or debt securities index which is recognised by the CSSF, 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.

This limit is 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.

By way of derogation, the Target Fund is authorised to invest up to 100% of its net assets in different transferable securities (refer to Section 1(a)-(e) under Investment Restrictions of the Target Fund) and money market instruments issued or guaranteed by a Member State, its local authorities, by another member state of the OECD, the G20 (international forum for the governments and central bank governors from 20 major economies), by Singapore and by Hong Kong or public international bodies of which one or more Member States are members, provided that (i) such securities are part of at least six different issues and (ii) securities from any one issue do not account for more than 30% of the net assets of the Target Fund.

- 6. The Company may not invest in shares with voting rights enabling it to exercise significant influence over the management of the issuing body.
- 7. The Company may not:

- (a) Acquire more than 10% of the shares with non-voting rights of one and the same issuer.
- (b) Acquire more than 10% of the debt securities of one and the same issuer.
- (c) Acquire more than 25% of the units of one and the same undertaking for collective investment.
- (d) Acquire more than 10% of the money market instruments of any single issuer.

The limits stipulated in sub-paragraphs 7 (b), (c) and (d) above may be disregarded at the time of acquisition if, at that time, the gross amount of debt securities or of the money market instruments, or the net amount of securities in issue cannot be calculated.

- 8. The limits stipulated in paragraphs 5 and 7 above do not apply to:
 - (a) Transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
 - (b) Transferable securities and money market instruments issued or guaranteed by an Other State;
 (c) Transferable securities and money market instruments issued by public international institutions to which one or more Member States are members:
 - (d) Transferable securities held by the Target Fund in the capital of a company incorporated in an Other State investing its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the Target Fund can invest in the securities of issuing bodies of that State. This derogation, however, shall apply only if in its investment policy the company from the Other State complies with the limits laid down in Articles 43, 46 and 48 (1) and (2) of the Law. Where the limits set in Articles 43 and 46 of the Law are exceeded, Article 49 shall apply, with the necessary amendments;
 - (e) Transferable securities held by the Company in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unitholders' request exclusively on its or their behalf.
- 9. The Company may always, in the interest of the Shareholders, exercise the subscription rights attached to securities, which form part of its assets.

When the maximum percentages stated in paragraphs 2 to 7 above are exceeded for reasons beyond the control of the Company, or as a result of the exercise of subscription rights, the Company must adopt, as a primary objective, sales transactions to remedy the situation, taking due account of the interests of its Shareholders.

- 10. The Target Fund may borrow to the extent of 10% of its total net assets (valued at market value) provided these borrowings are made on a temporary basis. The Target Fund will not purchase securities while borrowings are outstanding except to fulfil prior commitments and/or to exercise subscription rights. However, the Company may acquire for the account of the Target Fund, foreign currency, by way of back-to-back loan.
- 11. The Company may not grant credit facilities nor act as guarantor on behalf of third parties, provided that for the purpose of this restriction (i) the acquisition of transferable securities, money market instruments or other financial investments referred to in sub-paragraphs 1 (f), (h) and (i) above, in fully or partly paid form and (ii) the permitted lending of portfolio securities shall be deemed not to constitute the making of a loan.
- 12. The Company undertakes not to carry out uncovered sales transactions of transferable securities, money market instruments or other financial instruments referred to in sub-paragraphs 1 (f), (h) and (i) above; provided that this restriction shall not prevent the Company from making deposits or carrying out accounts in connection with financial derivatives instruments, permitted within the limits referred to above.
- 13. The Target Fund may not directly acquire commodities or precious metals or certificates representative thereof, provided that transactions in foreign currencies, financial instruments, indices or transferable securities as well as futures and forward contracts, options and swaps thereon are not considered to be transactions in commodities for the purposes of this restriction. This does not prevent the Target Fund from gaining indirect exposure to precious metals or commodities by investing into units/shares of eligible collective investment schemes, exchange traded funds, derivatives whose underlying assets consist of eligible transferable securities or commodity indices, or other eligible transferable securities that are backed by precious metals or

commodities or financial instruments whose performance is linked to commodities. The Target Fund may only gain indirect exposure to commodities or precious metals in accordance with the stated investment objective and policies of the Target Fund.

- 14. The Company may not purchase or sell real estate or any option, right or interest therein, provided that the Company may invest in securities secured by real estate or interests therein or issued by companies which invest in real estate or interests therein.
- 15. Janus Henderson applies a firmwide exclusion policy (the "Firmwide Exclusions Policy"). This applies to all the investment decisions made by the Management Company or Investment Manager. The Firmwide Exclusions Policy may be updated from time to time.

Presently, investment is not permitted in entities involved in the current manufacture of, or minority shareholding of 20% or greater in a manufacturer of controversial weapons, namely: (i) Cluster munitions; (ii) Anti-Personnel mines; (iii) Chemical weapons; (iv) Biological weapons.

Classification of issuers is primarily based on activity identification fields supplied by our third-party ESG data providers. This classification is subject to an investment research override in cases where sufficient evidence exists that the third-party data field is not accurate or appropriate. In any scenario where a portfolio position is identified as not meeting this exclusion criteria for any reason (legacy holding, transition holding, etc.) the Investment Manager shall be granted 90 days to review or challenge the classification of the issuer if appropriate. After this period, in the event an investment research override is not granted divestment is required immediately under normal market trading circumstances.

Investors may obtain the information in relation to the Law from the Manager upon request.

2.8 General Policies Applicable to the Target Fund

Financial Techniques and Instruments

1. General

The Company may employ techniques and instruments, as further described under the sections below, for investment purposes, the reduction of risk, or for managing the Target Fund more efficiently.

When these operations concern the use of financial derivative instruments, these conditions and limits shall conform to the provisions laid down in the Law.

Under no circumstances shall these operations cause the Target Fund to diverge from its investment objective as laid down in the Target Fund's Prospectus.

The risks associated with the below-mentioned instruments and techniques are described further in the section "Investment and Risks Considerations" in the Target Fund's Prospectus.

2. Transparency of Securities Financing Transactions and of Reuse (SFTR)

The Target Fund may enter into securities financing transactions (SFTs) within the meaning under the SFTR.

The SFTs that may be entered into by the Target Fund are described below, including the maximum and expected exposures as a percentage of the Target Fund's net asset value.

Repurchase Transactions and Reverse Repurchase Transactions

Under these types of transactions, a party buys or sells securities to a counterparty, against payment, and has either the right or the obligation to sell back or buy back (respectively) the securities at a later date and a specific (and typically higher) price. For the seller this is a 'repurchase transaction'; for the buyer it is a 'reverse repurchase transaction'.

The Target Fund will not enter into repurchase transactions (as a seller). The Target Fund will not enter into reverse repurchase transactions (as a buyer) other than those that may be entered into by the J.P

Morgan SE ("Securities Lending Agent") on behalf of the Target Fund as further described in the Target Fund's Prospectus. The Target Fund will enter into reverse repurchase transactions solely for the purposes of efficient portfolio management.

Securities Lending

The Target Fund may, for the purposes of efficient portfolio management and to generate income, enter into securities lending transactions on a continuous basis. For avoidance of doubt, the Target Fund entering into securities lending transactions to generate income is confined to the purposes of efficient portfolio management.

Under such arrangements, the Target Fund's securities are transferred temporarily to approved borrowers in exchange for collateral. Securities lending may involve additional risks for the Company. Under such arrangements, the Target Fund will have a credit risk exposure to the counterparties to any securities lending. The extent of this credit risk can be reduced, by receipt of adequate collateral.

Assets that may be subject to securities lending transactions include shares, stocks, debentures, bonds, notes or other like obligations, whether issued in certificated or uncertificated form, and any certificates, receipts, warrants or other instruments representing rights to receive, purchase or subscribe for the same that are commonly traded or dealt in on securities exchanges or financial markets.

The Securities Lending Agent is given discretion to act as agent on behalf of the Target Fund in respect of entering into securities lending. Furthermore, the Securities Lending Agent will ensure that sufficient value and quality of collateral is received before or simultaneously with the movement of loaned securities. This will then be held throughout the duration of the loan transaction and only returned once the lent asset has been received or returned to the Target Fund. The Securities Lending Agent will also monitor and maintain all operational aspects of the assets while they are on loan.

Securities lending generates additional revenue for the benefit of the Target Fund. 92% of such revenue will be for the benefit of the Target Fund, with a maximum of 8% being retained by the Securities Lending Agent to cover the direct and indirect costs of running the lending programme and providing the requisite operational and collateral infrastructure, plus the compliance and risk oversight. The Securities Lending Agent is not related to the Investment Manager.

The Securities Lending Agent charges a fee of up to 0.05% of the reinvested cash collateral for its cash collateral management services. This fee is deducted from the cash collateral reinvestment return before any securities lending revenue is then apportioned between the Target Fund and the Securities Lending Agent. After such deduction, 92% of the reinvestment return will be for the benefit of the Target Fund, with a maximum of 8% being retained by the Securities Lending Agent.

Further details will be contained in the Company's annual reports.

Please see the section entitled "Counterparty Selection" in the Target Fund's Prospectus for details in relation to counterparty selection.

An overview of the usage of securities lending for the Target Fund is set out below:

| Securities Lending | Maximum permitted level | Maximum expected level | |
|--------------------|-------------------------|------------------------|--|
| Target Fund | 30% | 20% | |

This information is accurate as at the date of the Target Fund's Prospectus, the expected levels may be exceeded, up to the maximum indicated, depending on market conditions (e.g. during times of market volatility). The latest annual report and accounts of the Target Fund will provide the actual levels over the past period.

The Target Fund does not engage in securities borrowing.

3. Collateral Management Policy for Securities Lending and OTC derivatives

General

Diversification

Collateral should be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the Target Fund receives from a counterparty of efficient portfolio management and OTC financial derivative transactions a basket of collateral with a maximum exposure to a given issuer of 20% of the Target Fund's net asset value.

When the Target Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation from this sub-paragraph, the Target Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. The Target Fund should receive securities from at least six different issues, but securities from any single issue should not account for more than 30% of the Target Fund's net asset value.

Liquidity

Collateral (other than cash) should be highly liquid and traded on a Regulated Market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation.

Correlation

The collateral received will be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.

Custody

Collateral received will be held by the BNP Paribas Securities Services, Luxembourg Branch ("Depositary"), or a delegated third-party custodian subject to the conditions laid down in the applicable laws and regulations and the provisions of the depositary agreement of the Target Fund (or applicable delegation agreement).

Securities may be held by the Securities Lending Agent on behalf of the Target Fund at a tri-party agent or securities depository chosen by the Securities Lending Agent.

Collateral Management Policy for Securities Lending

Eligible Collateral

The Company will generally require the counterparty to post collateral as defined by Luxembourg laws and regulations, in particular the ESMA Guidelines 2014/937 on exchange traded funds and other UCITS issues ("ESMA 2014/937"), as may be amended and/or supplemented from time to time. Collateral (other than highly liquid cash) received will mainly consist of high-quality government bonds, corporate bonds, equities which are highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that they can be sold quickly at a price that is close to pre-sale valuation.

Issuer Credit Quality

Collateral received will be of high-quality subject to a minimum long-term credit rating of at least A- by one or more major rating agency, or equities.

Reuse and Reinvestment of Collateral

Non-cash collateral received will not be sold, reinvested or pledged.

Cash collateral received may only be reinvested in the following ways:

- placed on deposit with entities prescribed in Article 50(f) of the UCITS Directive, as may be amended from time to time; or
- invested in high-quality government bonds;
- used for the purpose of reverse repurchase transactions (for efficient portfolio management) provided the transactions are with credit institutions subject to prudential supervision and the Company is able to recall at any time the full amount of cash on accrued basis;
- invested in short-term money market funds as defined under the European Securities and Markets Authority ("ESMA")'s Guidelines on a Common Definition of European Money Market Funds, as may be amended from time to time.

Re-invested cash collateral will be diversified in accordance with the diversification requirements applicable to non-cash collateral.

Valuation and Haircuts

Valuations are carried out daily in accordance with the relevant valuation principles as described in the Target Fund's Prospectus and a margin is applied to collateral transactions so that, depending on the combination of securities on loan and the type of collateral received, the value of collateral required will range from 102% to 110% of the value of securities on loan.

The collateral is marked to market daily to maintain the 102% to 110% excess collateral to act as insurance for volatile market conditions.

Collateral is subject to a haircut on a sliding scale based on the combination of the underlying instrument being lent versus the asset being received as collateral.

The Target Fund reserves the right to vary this policy at any time, in which case the Target Fund's Prospectus will be updated accordingly.

Reverse repurchase transactions entered into in the context of reinvestment of cash collateral are collateralised between 102% to 110%, depending on the underlying securities. The pricing for collateral is performed by the tri-party agent chosen by the Securities Lending Agent and are revalued daily. The daily price calculation will determine the amount of collateral required to be received / delivered from the counterparty for that day. The collateral delivery / receipt is initiated and managed by the tri-party agent.

Collateral Policy for OTC Derivatives

Eligible Collateral

Eligible collateral types for OTC derivative trading are approved by the Investment Manager, and are set out in the respective International Swap Dealers Association ("ISDA") credit support annexes (CSAs). Eligible collateral consists of UK gilts, US Treasuries and negotiable debt obligations of a range of Eurozone countries, generally subject to a minimum Fitch, Moody's or S&P rating of AA-/Aa3.

Issuer Credit Quality

Collateral received will be of high quality.

Reuse and Reinvestment of Collateral

Non-cash collateral received will not be sold, re-invested or pledged.

Cash collateral received may only be reinvested in the following ways:

- placed on deposit with entities prescribed in Article 50(f) of the UCITS Directive, as may be amended from time to time; or
- invested in high-quality government bonds; or
- invested in short-term money market funds as defined under the ESMA's Guidelines on a Common Definition of European Money Market Funds, as may be amended from time to time.

Re-invested cash collateral will be diversified in accordance with the diversification requirements applicable to non-cash collateral.

Valuation and Haircuts

Valuations are carried out daily in accordance with the relevant valuation principles as described in the Target Fund's Prospectus.

A margin is applied to collateral transactions so that, depending on the combination of securities on loan and the type of collateral received, the value of collateral required will range from 102.5% to 110% of the value of securities on loan.

The collateral is marked to market daily to maintain the 102.5% to 110% excess collateral to act as insurance for volatile market conditions.

The Target Fund reserves the right to vary this policy at any time, in which case the Target Fund's Prospectus will be updated accordingly.

4. Counterparty Selection

All counterparties are subject to approval and review by the Investment Manager's Counterparty Risk Committee ("CRC").

To be approved a counterparty must:

- comply with prudential rules considered by the CSSF as equivalent to EU prudential supervision rules;
- must be considered creditworthy by the CRC;
- undergo analysis applicable to the counterparty's intended activity, which can include a review
 of such aspects as company management, liquidity, profitability, corporate structure, capital
 adequacy, and asset quality, as well as the regulatory framework in the relevant jurisdiction.
 While there are no predetermined legal status or geographical criteria is applied in the selection
 of the counterparties, these elements will typically be considered as well;
- typically have a minimum investment grade long-term credit rating.

In exceptional circumstances the CRC has the authority to approve counterparties not meeting the minimum ratings.

A downgrade by any one of Fitch, Moody's or S&P of a counterparty's long-term rating below A, or investment grade if a cleared OTC derivatives counterparty, will prompt a review by the CRC. The CRC will, in a timely manner, considering the facts and circumstances of the downgrade, and acting in the best interests of clients, determine whether to cease trading with the affected counterparty, or reduce, or maintain existing exposure.

The minimum long-term credit rating requirement as stated in the Target Fund's Prospectus is subject to change, in which case this section will be updated accordingly at the next available opportunity.

2.9 Investment and Risk Considerations

General risk considerations applicable to the Target Fund

General Investment Risk

Past performance may not be a reliable guide to future performance. The value of Shares, and the return derived from them, can fluctuate and can go down as well as up. No assurance, can be given that the Target Fund will achieve its investment objectives. In certain circumstances Shareholders' rights to redeem Shares may be deferred or suspended (see the section 'Possible Deferral or Suspension of Redemptions' of the Target Fund's Prospectus*).

*Possible Deferral or Suspension of Redemptions:

If total requests for redemptions (including switches) on any dealing day of the Target Fund, when aggregated with redemption requests received on the earlier dealing days of the Target Fund in the same week, are received in respect of a number of Shares which exceed 10% of the total number of Shares outstanding at the start of that week, the Directors are entitled to defer any redemption request in whole or in part, so that the 10% level is not exceeded. Any redemption requests in respect of the relevant dealing day of the Target Fund so reduced will be effected in priority to subsequent redemption requests received on the succeeding dealing days of the Target Fund, subject always to the 10% limit. The limitation will be applied pro rata to all Shareholders who have requested redemptions to be effected on or as at such dealing day of the Target Fund so that the proportion redeemed of each holding so requested is the same for all such Shareholders. These limits will be used only at times when realising assets of the Target Fund to meet unusually heavy redemption requirements would create a liquidity constraint to the detriment of Shareholders remaining within the Target Fund.

The Company may, under the Articles, suspend the determination of the net asset value of the Shares of the Target Fund and the issue, redemption and switch of such Shares during:

- i. any period when any of the principal stock exchanges or any other Regulated Market on which any substantial portion of the investments of the Company attributable to the Target Fund are quoted is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended;
- ii. the existence of any state of affairs which constitutes an emergency as a result of which disposals or valuation of assets owned by the Company attributable to the Target Fund would be impracticable;
- iii. any breakdown in the means of communication normally employed in determining the price or value of any of the investments attributable to the Target Fund or the current price or values on any stock exchange;
- iv. any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of such Shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of such Shares cannot in the opinion of the Directors be effected at normal rates of exchange;
- v. any period when the net asset value per Share of the Target Fund or any subsidiary of the Target Fund may not be determined accurately; or
- vi. except in respect of redemptions or switches, any period when notice of winding up of the Company as a whole has been given; or
- vii. following a decision to merge the Target Fund or the Company, if justified with a view to protecting the interest of Shareholders; or
- viii. in case the Target Fund is a Feeder of another UCITS (or a sub-fund thereof), if the net asset value calculation of the Master UCITS (or the sub-fund thereof) is suspended.

Any suspension shall be notified to Shareholders requesting the issue, redemption or switch of Shares.

Investments on an international basis involve certain risks, including:

- The value of an investment in the Target Fund may be affected by fluctuations in the value of the currency of denomination of the Shares against the value of the currency of denomination of the Target Fund's underlying investments. It may also be affected by any changes in exchange control regulations, government policies, tax laws, natural disasters, political, economic or monetary policies and other applicable laws and regulations of the countries in which the Target Fund may invest. Adverse fluctuations in currency exchange rates can result in a decrease in return and in a loss of capital.
- Accounting, auditing and financial reporting standards, practices and disclosure requirements applicable to some countries in which the Target Fund may invest may differ from those applicable in Luxembourg in respect of the nature, quality and timeliness of the information disclosed to investors and, accordingly, investment possibilities may be difficult to assess properly.

Investors should note that in certain market conditions, any security could become hard to value or sell at a desired time and price, which increases the risk of investment losses. In addition, certain securities may, by their nature, be hard to value or sell at a desired time and price, especially in any quantity. This includes securities that are labelled as illiquid, as well as a security of any type that represents a small issue, trades infrequently, or is traded on markets that are comparatively small or that have long settlement times. It may therefore not be possible or economically feasible to initiate a transaction or liquidate a position at an advantageous price.

Risk Management Process

The Management Company employs a risk management process which enables it to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of the

portfolio, and a process for accurate and independent assessment of the value of OTC derivative instruments. It shall communicate to the CSSF regularly and in accordance with the detailed rules defined by the latter, the types of financial derivative instruments, the underlying risks, the quantitative limits and the methods which are chosen in order to estimate the risks associated with transactions in financial derivative instruments.

The Management Company will ensure that the Target Fund's global exposure shall not exceed the total net value of the Target Fund. The global exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

The Target Fund may invest within the limits laid down in section above entitled "Investment Restrictions of the Target Fund", in financial derivative instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down under paragraphs 5 (a) to (d) of the "Investment Restrictions of the Target Fund" section above.

The underlying assets of index based financial derivative instruments are not combined to the investment limits laid down under paragraphs 5 (a) to (d) of the "Investment Restrictions of the Target Fund" section above.

When a transferrable security or money market instrument embeds a derivative, the latter must be taken into account when complying with the requirements of the above-mentioned restrictions.

Liquidity Risk Management

The Company operates a liquidity risk management policy which identifies, monitors, and manages liquidity risks. It takes into account the investment strategy; the liquidity profile; the redemption policy and the dealing frequency to ensure that the liquidity profile of the underlying assets of the Target Fund will facilitate compliance with the Target Fund's obligation to meet redemption requests under normal and exceptional market conditions, and to seek to achieve fair treatment and transparency for all investors.

In summary, the Company's liquidity risk management policy includes the following aspects:

- Review of how liquid the Target Fund's portfolio is on an ongoing basis and regular assessment of its ongoing liquidity needs including an assessment of whether the subscription and redemption arrangement are appropriate to the Target Fund's strategy;
- Regular and ongoing scenario modelling and stress testing to ensure that the Target Fund's
 position can withstand changes in market conditions and inform investment decisions. This
 includes extreme scenario testing. Normally the stress testing is performed on a quarterly basis
 but in times of adverse market conditions or during the period where there are large redemption
 requests, the stress tests will be performed more frequently, if necessary;
- Target Fund liquidity is systematically modelled making prudent, but realistic, assumptions of how much of each security could be sold in any one time period. For the Target Fund, regardless of its underlying assets, this information is then aggregated up to give a broad picture of the liquidity path a portfolio would take were it to be sold as fast as possible, but with minimal market impact. This allows the Target Fund to be broken up by liquidity exposure, and illiquid positions to be highlighted; and
- Liquidity oversight is carried out by the independent risk team, who are functionally independent
 of the portfolio management function. The team provides liquidity oversight, and escalates to
 the liquidity committee of the Target Fund. The liquidity committee of the Target Fund has
 representatives from the risk function, from distribution and from the front office. The committee
 generally meets on a quarterly basis, and is responsible for identifying and either escalating or
 resolving liquidity concerns with the Target Fund.

The Company uses the following tools to manage liquidity, ensure a fair treatment of investors and to safeguard the interests of remaining investors however investors should note that there is a risk that these tools may be ineffective to manage liquidity and redemption risk:

Fair value pricing

When there is no reliable price for an asset (e.g. where the underlying markets are closed for trading at the Target Fund's valuation point) or the available price does not accurately reflect the fair value of the Target Fund's holdings, the Company may utilise fair value techniques to make a best estimate of the value of the assets. Please refer to 'Valuation Principles' under the Section 'Buying, Redeeming and Switching Shares' of the Target Fund's Prospectus for further information.

For the purposes of clarification, any fair value adjustment will not be taken into account in the net asset value of the Target Fund when calculating a performance fee for the Target Fund that has a performance fee.

Deferred redemption

If total requests for redemptions (including switches) exceed 10% of the total number of Shares, the Directors are entitled to defer any redemption request in whole or in part, so that the 10% level is not exceeded. Please refer to the 'Possible Deferral or Suspension of Redemptions' paragraph under the Section 'Buying, Redeeming and Switching Shares' of the Target Fund's Prospectus.

Dilution adjustment

Also known as swing pricing. The Directors may, where the level of subscriptions and redemptions meet a predetermined threshold, or where the Directors consider that it is in the best interests of existing investors make an adjustment to the price of Shares to account for the estimated costs and expenses which may be incurred by the Target Fund, in order to protect the interests of remaining investors. Please refer to the 'Swing Pricing' paragraph under the Section 'Buying, Redeeming and Switching Shares' of the Target Fund's Prospectus.

Suspension of dealing

In exceptional circumstances, and in the interests of investors, all subscriptions and redemptions in the Target Fund may be suspended. Investors will not be able to deal in their Shares when this procedure is in place. Please refer to the 'Possible Deferral or Suspension of Redemptions' paragraph under the Section 'Buying, Redeeming and Switching Shares' of the Target Fund's Prospectus.

Market timing and excessive trading

The Janus Henderson Investors Europe S.A. or Janus Henderson Investors UK Limited ("Principal Distributor"), in favour of the Company, may impose a trading fee where the Principal Distributor believes that excessive trading which is to the detriment of other investors has occurred (e.g. if Shares are redeemed or switched within 90 calendar days of purchase). Please refer to the 'Market Timing and Excessive Trading' paragraph under the Section 'Buying, Redeeming and Switching Shares' of the Target Fund's Prospectus.

2.10 Pricing Policy of the Target Fund

The Fund intends to invest into Class A1 (Distribution) Shares of the Target Fund.

The price per Share for each class of the Target Fund will be based on the net asset value of the Target Fund expressed in the base currency of the Target Fund, calculated by the administrator on each valuation point. Despite being within the same legal structure, the liabilities of the Target Fund shall be segregated from the liabilities of other sub-funds of the Company, with third party creditors having recourse only to the assets of the Target Fund concerned.

2.11 Fees Chargeable by the Target Fund

Direct Fees charged by the Target Fund

Initial Charge:

No sales charge will be imposed by the Target Fund on the TAGTF.

Trading Fee (Early Redemption Fee):

TAGTF may be charged up to 1% of the gross amount being redeemed if the redemption of Shares is made within 90 days of the date of purchase of such Shares.

Indirect Fees charged by the Target Fund

*Annual Management Fee:

Class A Shares – 1.20% per annum of the total net assets of the Target Fund.

Under the Fund Management Company Agreement, the management fee for Class A Shares of the Target Fund may be increased with the consent of the Directors, to a maximum rate of 1.50% in respect of the Target Fund. If the management fee actually charged in respect of the Target Fund is increased within the limit of the aforesaid maximum, Shareholders will be notified of the increase three months before the increase becomes effective and may redeem or switch their Shares during this period free of charges.

* Note:

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

Performance Fees

Technical Terms

"Current Day Net Asset Value per Share" or "Current Day NAV" means the net asset value of the Target Fund before any change to performance fee accrual on that day.

"Gross Net Asset Value per Share" or "Gross NAV" means the net asset value of the Target Fund before any deduction is made for any performance fee accrual but after the deduction of all other fees, charges and expenses included in the net asset value of the Target Fund.

"Crystallisation" or "Crystallise" means the point at which any performance fee becomes payable to the Investment Manager.

"High Water Mark" or "HWM" means the initial launch price of Class A Shares of the Target Fund for the first Crystallisation Period or, in subsequent Crystallisation Periods, the net asset value of the Target Fund at the end of the last Crystallisation Period where Crystallisation occurs and a performance fee is paid. The High Water Mark is adjusted for any distribution paid.

"Crystallisation Period" for the Target Fund is the 12 month period starting 1 July and ending 30 June the following year.

"Hurdle Rate" means a rate of return that the Target Fund must achieve before it can charge a performance fee. It may be a set percentage or it may be referenced to a financial rate or index.

"Hurdle NAV" is calculated by applying the Target Fund's Hurdle Rate to the High Water Mark and is used in combination with the High Water Mark to determine whether a performance fee can be accrued.

At the start of the Crystallisation Period the Hurdle NAV will equal the High Water Mark. Thereafter, the Hurdle NAV will be calculated by multiplying the prior day Hurdle NAV by the daily hurdle rate of return.

Overview of Performance Fee Features

A performance fee is payable out of the assets of the Target Fund.

On a daily basis, as at each valuation point of the Target Fund, Class A Shares of the Target Fund may accrue a performance fee of 10% of the outperformance of the Target Fund relative to the Hurdle NAV (subject to the High Water Mark).

The performance reference period for the Target Fund is the whole life of the Target Fund (i.e. from launch until termination).

The net asset value of the Target Fund differs between Share classes of a sub-fund of the Company, therefore separate performance fee calculations will be carried out at the Share class level of the Target Fund, leading to different amounts of performance fees payable. The performance fee accrues daily on the Target Fund and any accrued performance fee is included in the daily calculation of the net asset value of the Target Fund.

The performance fee may Crystallise at the end of each Crystallisation Period and also on net redemption on a dealing day of the Target Fund. Any accrued performance fee in respect of a net redemption on a dealing day of the Target Fund will no longer form part of the performance fee accrual within the Target Fund and will be paid to the Investment Manager as soon as practicable, as opposed to payment of all aggregate accrued performance fee at the end of the relevant Crystallisation Period.

For all base currency and unhedged Share classes of the Target Fund, the performance fee will be calculated with reference to the returns of the net asset value of the Target Fund and the Hurdle NAV in the base currency of the Target Fund.

Unhedged Share classes of the Target Fund may be subject to exchange rate movements which may lead to differences in performance between the relevant unhedged Share class of the Target Fund and the relevant base currency Share class of the Target Fund. In certain circumstances, the relevant unhedged Share classes of the Target Fund may incur a performance fee even if the relevant unhedged Share class of the Target Fund did not receive a positive return.

For the purposes of clarification, where a dilution adjustment or a fair value adjustment has been applied to the net asset value of the Target Fund, this will be excluded for the purposes of the performance fee calculation.

Performance Fee Calculation Methodology Daily Accrual

At each valuation point of the Target Fund, the performance fee accrual adjustment is calculated by comparing the difference between the prior day's net asset value of the Target Fund and the Current Day NAV, with the change in the relevant Hurdle NAV, multiplied by the number of Shares in issue at that valuation point of the Target Fund.

A performance fee is accrued where the net asset value of the Target Fund outperforms the relevant Hurdle NAV (subject to the High Water Mark).

The performance fee accrual will never fall below zero.

The cumulative performance fee accrual adjustments from the beginning of the Crystallisation Period will be included in the calculation of the net asset value of the Target Fund on that day. Accrual adjustments will also be made to reflect the impact of net cashflows.

The maximum performance fee accrual at each valuation point of the Target Fund is capped at the performance fee percentage rate multiplied by (i) the difference between the Gross NAV and the higher of the High Water Mark and the Hurdle NAV and (ii) the number of Shares in issue at that valuation point of the Target Fund.

Crystallisation Period End

If at the end of a Crystallisation Period, the Gross NAV is above the High Water Mark and the Hurdle NAV, a performance fee may be accrued and Crystallised.

If at the end of a Crystallisation Period, the Gross NAV is below the Hurdle NAV or the High Water Mark, no performance fee will be accrued until the Gross NAV rises above both the High Water Mark and the Hurdle NAV.

Should a performance fee not Crystallise at the end of a Crystallisation Period, any underperformance is carried into the new Crystallisation Period. The High Water Mark for the purpose of calculating the performance fee in the new Crystallisation Period will be the relevant High Water Mark as at the date when a performance fee was last paid.

Payment/Crystallisation

Crystallisation of the performance fee may occur on any net redemption on a dealing day of the Target Fund in respect of the redeemed Shares and on the last dealing day of the Target Fund of each Crystallisation Period, in both cases provided that the relevant conditions have been met as described in the "Performance Fee Calculation Methodology" sub-section of the Target Fund's Prospectus. Any performance fee accrued within the Target Fund at that point is due to the Investment Manager and is paid as soon as practicable.

The performance fee Crystallised on net redemptions in respect of the redeemed Shares will be calculated on a pro rata basis with reference to the total performance fee accrued as at the redemption date. Once the performance fee has Crystallised, no refund will be made in respect of any performance fee paid out at that point even if the net asset value of the Target Fund subsequently falls below the High Water Mark and/or the Hurdle NAV.

High Water Mark

The High Water Mark represents the highest net asset value achieved in respect of the Target Fund and is designed to ensure that investors will not be charged a performance fee in respect of any dealing day of the Target Fund on which the net asset value of the Target Fund is below the highest level achieved. A Hurdle Rate (which may be a set percentage or reference to a financial rate or index) will be applied to the High Water Mark in determining the Hurdle NAV. A performance fee is only charged where the net asset value of the Target Fund has increased above both the High Water Mark and the Hurdle NAV.

A High Water Mark cannot be reset downwards except to reflect any distribution that is paid.

So if, at the end of the Crystallisation Period, the net asset value of the Target Fund has fallen below the High Water Mark, then the High Water Mark will remain unchanged until the Target Fund is no longer underperforming (i.e. the High Water Mark for the purpose of calculating the performance fee in the new Crystallisation Period will be the relevant High Water Mark as at the date when a performance fee was last paid).

Other Expenses:

Other fees and expenses include:

- Shareholder Servicing Fee 0.5% per annum of the average total net assets of the Target Fund
- Depositary and Custody Fees Depositary fee: 0.006% (per annum on the total net assets of the Target Fund), subject to a minimum fee of £1,200.
 - Custody fees: Up to 0.65% (per annum of the value of the assets of the Target Fund) and £120 per transaction.
- Registrar and Transfer Agent Fees up to 0.12% per annum of the total net assets of the Target Fund.
- Administration Fees and Expenses up to 0.18% per annum of the total net assets of the Target Fund.

2.12 Distribution Policy of the Target Fund

The Target Fund may distribute investment income, net realised and unrealised capital gains, and/or, for a limited number of Share classes, distribute capital, subject to the minimum capital requirement imposed by Luxembourg law.

INVESTORS WILL BE SUBJECTED TO HIGHER FEES DUE TO THE LAYERED INVESTMENT STRUCTURE OF THE FUND.

CHAPTER 3: FEES, CHARGES AND EXPENSES

CHARGES DIRECTLY INCURRED ON SALE AND REPURCHASE OF UNITS

3.1 Sales Charge

Sales Charge per Unit imposed by IUTA/ Unit Trust Consultants/ Manager

A maximum of 5.50% of the NAV per Unit of /amount invested in the Fund is imposed.

Notes:

- (1) All Sales Charge is to be rounded to two (2) decimal points. The Manager reserves the right to waive and/or reduce the Sales Charge from time to time at its absolute discretion.
- (2) Investors may negotiate with their preferred distribution channel for a lower Sales Charge. Investment through the distribution channel shall be subjected to their respective terms and conditions.
- (3) All charges disclosed are based on the prevailing NAV per Unit of the Fund.
- (4) Subject to changes, sales commission paid by the Manager to individual and institutional agents will not exceed 100% of the Sales Charge.

Illustration on how the Sales Charge is calculated

Assuming an investor decided to invest RM10,000 in the Fund for MYR Class. The NAV per Unit is RM0.5000 and the Sales Charge is 5.50% of the NAV per Unit. The Sales Charge is calculated based on his investment amount and is illustrated as follows:

| Investment amount | RM | 10,000.00 |
|--|----|-----------|
| Add Sales Charge 5.50% of investment amount (5.50% x RM10,000) | RM | 550.00 |
| Total amount payable by investor | RM | 10,550.00 |

All payments will be rounded to the nearest two decimal points.

3.2 Repurchase Charge

The Manager has no intention to impose any Repurchase Charge.

3.3 Transfer Fee

There will be an administrative charge of RM5 or any other amount as the Manager may deem appropriate.

3.4 Switching Fee

The Manager does not impose any switching fee, however, if the amount of sales charge of the fund that the Unit Holder intends to switch into is more than the sales charge imposed by the fund being switched from, then the difference in the sales charge between the two (2) funds shall be borne by the Unit Holder.

Conversely, no sales charge by the fund that the Unit Holder intends to switch into will be imposed on the Unit Holder, should it be less than or equal to the sales charge paid by the Unit Holder when they invested in the Fund.

The Manager reserves the right to vary the terms of switching.

3.5 Other Charges

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

CHARGES INDRECTLY INCURRED ON SALE OF UNITS

3.6 Annual Management Fee

The annual management fee is paid to the Manager. At present, we are charging up to 1.80% per annum of the NAV of the Fund.

Note:

You will be notified in writing if the annual management fee is to be increased and a supplementary/replacement prospectus disclosing the new higher rate of fees will be issued.

3.7 Annual Trustee Fee (actual rate excluding foreign custodian fee and charges)

The Trustee is entitled to an annual fee of 0.055% per annum of the NAV of the Fund calculated on a daily basis subject to a minimum of RM12,000 per annum.

| Illustration On How Annual Management Fee And Trustee Fee Are Calculated | | | | | |
|---|---------------|--|--|--|--|
| RM | | | | | |
| Total assets of the Fund | 96,753,078.37 | | | | |
| Less: Total liabilities of the Fund | 2,279,486.96 | | | | |
| | 94,473,591.41 | | | | |
| Less: | | | | | |
| Management Fee for the day (say 1.8% p.a.) [(1.8% x RM94,473,591.41) /365 days] | 4,658.97 | | | | |
| Trustee Fee for the day (say 0.055% p.a.) [(0.055% x RM94,473,591.41) / 365 days] | 142.36 | | | | |
| NAV | 94,468,790.08 | | | | |

Note: Please note that the above illustration is exclusive of any payable tax.

3.8 Fund Expenses

Other expenses indirectly incurred by investors when investing in the Fund will be expenses directly related to the management of the Fund such as commission paid to dealers, sub-custodian fee, Auditor fee, valuation fee for valuation by independent valuers for benefits of Fund, taxes, fund accounting and valuation fee, subscription, renewal or licensing of the benchmark fee, etc. For further details, investors are advised to refer to the Deed which is available at the offices of the Manager and Trustee.

3.9 Policy on Rebates and Soft Commissions

TAIM and the Trustee will not retain any rebate from, or otherwise share in any commission with any dealer in consideration for directing dealings in the investments of the Fund. Accordingly, the Manager will credit any commission and discount received in respect of investments, if any, to the Fund.

Notwithstanding the aforesaid, the Manager may retain goods and services ("soft commissions") provided by any dealer if the following conditions are met:

- (a) The soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) Any dealing with the dealer is executed on terms which are the most favourable for the Fund; and
- (c) The availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such dealer, and the Manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

NOTE:

WE MAY FOR ANY REASON AND AT ANY TIME, WAIVE OR REDUCE: (A) ANY FEES (EXCEPT THE TRUSTEE'S FEE); (B) OTHER CHARGES PAYABLE BY YOU IN RESPECT OF THE FUND; AND/OR (C) TRANSACTIONAL VALUES INCLUDING BUT NOT LIMITED TO THE UNITS OR AMOUNTS, FOR ANY UNIT HOLDER AND/OR INVESTMENTS MADE VIA ANY DISTRIBUTION CHANNELS OR PLATFORM.

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

CHAPTER 4: TRANSACTION INFORMATION

4.1 Valuation of the Fund and Bases of Valuation of the Assets of the Fund

4.1.1 Valuation of the Fund

In undertaking any of its investments, the Manager will ensure that all the assets of the Fund are valued in accordance with their respective asset classes and will be valued at fair value in compliance with SC's valuation guidelines at all times. A valuation or revaluation of the Fund may be made at any time provided that it shall be done at least once on each Business Day. Valuation and revaluation of authorised investment will be carried out in accordance with the Deed.

The bases of valuations of the securities/instruments are as follows:

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.

Liquid Assets

Deposits placed with financial institutions will be valued on each day with reference to the nominal values and the accrued interest thereon for the relevant period.

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.

For 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 is 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 rate conversion

Where the value of an asset of the Fund is denominated in foreign currency (in any), the assets are translated to RM for a Valuation Day using the bid foreign exchange rate quoted by Reuters, at United Kingdom time 4.00 p.m. which is equivalent to 11.00 p.m. or 12.00 midnight (Malaysia time) on the same calendar day or such other time as prescribed from time to time by the Federation of Investment Managers Malaysia 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.

Note:

Investors may obtain the latest prices of Units of the Fund by contacting the Manager directly. The Manager may declare certain Business Days to be a non-Business Day, although Bursa Malaysia is open for business, if some of the foreign markets in which the Fund is invested therein are closed for business. This is to ensure that investors will be given a fair valuation of the Fund at all times, be it when buying or redeeming Units of the Fund.

Incorrect Valuation/ Pricing of Fund

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

The Trustee shall not consider an incorrect valuation and/or pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy of zero point five per centum (0.5%) or more of the NAV per Unit attributable to a Class unless the total impact on a Unit Holder's account of each Class is less than RM10.00 or in the case of a foreign currency Class, less than 10.00 denominated in the foreign currency denomination of the Class. An incorrect valuation and/or pricing not considered to be of minimal significance by the Trustee shall result in reimbursement of moneys in the following manner:

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

4.2 Pricing Policy

TAIM adopts the single pricing policy with entry fee method to price the Units in relation to investment and repurchase of Units. This means that selling of Units by TAIM (i.e. when you purchase Units and invest in the Fund) and repurchase of Units by TAIM (i.e. when you redeem your Units and liquidate your investment) will be carried out at NAV per Unit (the actual value of a Unit). The Sales Charge or Repurchase Charge (if any) would be computed separately based on your investment or repurchase amount. The single price for investment and repurchase of Units shall be the daily NAV per Unit at the next valuation point after TAIM receives the investment or repurchase application (i.e., forward prices are used).

The NAV of the Fund is calculated every Business Day. It is the sum of the value of all investments held by the Fund (calculated in accordance with the Deed) including income derived by the Fund which has not been distributed to Unit Holders, less all amounts owing or payable in respect of the Fund including any provisions that the Trustee or TAIM consider should be made at the same valuation point.

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 of the Fund) relative to the value of the Fund (also quoted in the base currency of the Fund), which is shown as multi-class ratio.

| 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) | EUR Hedged Class (USD) |
|---|---------------|--------------------|------------------------------|------------------------------|------------------------------|--------------------|------------------------------|------------------------------|
| Net Asset Value BF | 44,232,573.92 | 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 |
| Multi Class Ratio (MCR) % | | 18.77013955 | 6.73299120 | 29.35902558 | 23.87492188 | 7.91282259 | 3.42508782 | 9.92501139 |
| Class gains | 1,652.18 | - | 1,550.80 | 6,998.13 | (3,984.55) | - | (1,355.20) | (1,557.00) |
| Gains, Income and Expenses | 195,922.51 | 36,774.93 | 13,191.45 | 57,520.94 | 46,776.34 | 15,503.00 | 6,710.52 | 19,445.33 |
| Gross Asset Value Before Fee | 44,430,148.61 | 8,339,290.78 | 2,992,917.56 | 13,050,771.76 | 10,603,284.26 | 3,515,548.10 | 1,520,359.82 | 4,407,976.33 |
| Management Fee | (2,191.08) | (411.25) | (147.60) | (643.60) | (522.90) | (173.37) | (74.98) | (217.38) |
| Trustee Fee | (66.95) | (12.57) | (4.51) | (19.67) | (15.98) | (5.30) | (2.29) | (6.64) |
| Net Asset Value | 44,427,890.58 | 8,338,866.96 | 2,992,765.45 | 13,050,108.49 | 10,602,745.38 | 3,515,369.43 | 1,520,282.55 | 4,407,752.31 |
| Units in Circulation | | 15,400,000.00 | 7,600,000.00 | 100,000,000.00 | 29,000,000.00 | 28,000,000.00 | 19,600,000.00 | 7,340,000.00 |
| Exchange Rate | | 1.0000 | 1.3700 | 4.1500 | 1.4700 | 4.2000 | 6.9500 | 0.9030 |
| NAV Per Unit in Fund Currency | | 0.54148487 | 0.39378493 | 0.13050108 | 0.36561191 | 0.12554891 | 0.07756544 | 0.60051121 |
| NAV Per Unit in Class Currency | | 0.54148487 | 0.53948535 | 0.54157950 | 0.53744951 | 0.52730541 | 0.53907978 | 0.54226163 |
| NAV Per Unit in Class Currency (Rounded to four | decimals) | 0.5415 | 0.5395 | 0.5416 | 0.5374 | 0.5273 | 0.5391 | 0.5423 |

Note: Please note that the above illustration is exclusive of any payable tax.

Making an Investment

The Unit price of the Fund is calculated every Business Day based on the NAV of the Fund and the number of Units in circulation.

Investors may invest in the Fund on any Business Day. The number of Units allocated is determined by dividing the investment amount (excluding Sales Charge) with the NAV per Unit at the next valuation point after the Manager receives the investment application, rounded to the nearest four decimal places.

Assuming the NAV per Unit in MYR Class is RM0.5000 and the amount of Sales Charge that is imposed by us is 5.50% of the NAV per Unit; if a Unit Holder intends to invest a sum of RM10,000.00 in the Fund, the amount payable by a Unit Holder will be as follows:

| Unit issued | = Investment amount / NAV per Unit |
|---------------------------------------|-------------------------------------|
| | = RM10,000.00 / RM0.5000 |
| | = 20,000 Units |
| | |
| Total amount of Sales Charge incurred | = Unit issued x Sales Charge |
| | = 20,000 Units x [5.50% x RM0.5000] |
| | = 20,000 Units x RM0.0275 |
| | = RM550.00 |
| | |
| Total amount payable | = Investment amount + Sales Charge |
| | = RM10,000.00 + RM550.00 |
| | = RM10,550.00 |

Note: Please note that the above illustration is exclusive of any payable tax.

Determining the Repurchase Amount

Investors may repurchase their investment on any Business Day by giving the repurchase notice to the Manager. The repurchase amount is calculated by multiplying the NAV per Unit at the next valuation point after TAIM receives the repurchase application, with the number of Units held.

Example: Determining the Repurchase Amount (For MYR Class where the Repurchase Charge is 0.00%)

Prospectus in respect of the TA Global Technology Fund

| Number of Units to be repurchased | | 20,000.00 | | |
|--|----|-----------|--|--|
| If for example, the NAV per Unit calculated at the next valuation point was RM0.5000, the repurchase v would be: | | | | |
| Multiply by NAV per Unit | RM | 0.5000 | | |
| Repurchase value | RM | 10,000.00 | | |
| Less Repurchase Charge | RM | NIL | | |
| Net amount payable to investor | RM | 10,000.00 | | |

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

Policy on rounding adjustment

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

4.3 What Do I Need to Consider Before Investing?

Please note that TAIM may for any reason at any time, waive existing procedures, or introduce and implement new procedures in respect of the Fund. This may apply either generally (for all investors) or specifically (for any particular investor) at its discretion. Also note that different procedures may apply when an investor transacts Units via an IUTA.

TAIM has the absolute right to reject any application and/ or request without any obligation to provide reasons for its rejection.

Am I Eligible To Invest In The Fund?

The following are eligible to invest in the Fund:

- a) any individual over 18 years of age, investing individually or as jointholders using joint names;
- b) any child (i.e. any individual under 18 years old) provided the moneys are held by an adult on his or her behalf; and
- c) any institution including a company, corporation, co-operative, trust or pension fund.

How Much Do I Need To Invest?

There is no limit on how much you may invest but the minimum initial investment of the Fund is stated in Section 4.4 of this Prospectus.

Where Can Investment Applications Be Made?

Applications can be made at TAIM's head office in Kuala Lumpur or at any of its business centres. Alternatively, you may approach the nearest branch of any of our IUTA throughout Malaysia. Also, for your convenience, the addresses and telephone numbers of TAIM offices are listed in Chapter 12 of this Prospectus.

| Minimum | USD | MYR | AUD | SGD | EUR | MYR | RMB | |
|------------|--|---------|------------------------------------|--------|---------|----------|--------|--|
| Initial | Class | Class | Hedged | Hedged | Hedged | Hedged | Hedged | |
| Investment | | | Class | Class | Class | Class | Class | |
| | USD1,000 | RM1,000 | RM1,000 AUD1,000 SGD1,000 EUR1,000 | | RM1,000 | RMB1,000 | | |
| | or such other lower amount as we may decide from time to time. | | | | | | | |
| Minimum | USD | MYR | AUD | SGD | EUR | MYR | RMB | |
| Additional | Class | Class | Hedged | Hedged | Hedged | Hedged | Hedged | |
| Investment | | | Class | Class | Class | Class | Class | |
| | USD100 | RM100 | AUD100 | SGD100 | EUR100 | RM100 | RMB100 | |
| | or such other lower amount as we may decide from time to time. | | | | | | | |

4.4 Purchase of Units

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 12, List of TA Investment Management Berhad's office, Institutional UTS Advisers and Authorised Distributors for details.

The completed documents, together with 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 application forms 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 should not be an indication of acceptance of application by us or completion of transaction. We shall not be responsible for applications not processed as a result of incomplete transmission of fax. Valid application received by our office on or before 4.00 p.m. on any Business Day be it via fax, send in by post or walk-in, will be processed based on NAV per Unit calculated at the end of the Business Day. Any application received by us after 4.00 p.m. will be deemed to have been received on the next Business Day. If an application is received by us on non-Business Day, such application request will be processed based on the NAV per Unit calculated at the close of the next Business Day. We reserve the right to reject any application that is unclear, incomplete and/ or not accompanied by the required documents. Incomplete applications will not be processed until all the necessary information has been received.

We and the Trustee may temporarily suspend the subscription of Units of the Class or Fund, subject to the requirements in the Guidelines and in the circumstance as set out under Section 1.13.2(g) of the Prospectus.

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 and 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 telegraphic transfers.

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

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

4.5 Redemption of Units

| USD Class | MYR Class | AUD Hedged Class | SGD Hedged Class | EUR Hedged Class | MYR Hedged Class | RMB Hedged Class |
|-----------|--------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 500 Units | 500 Units | 500 Units | 500 Units | 500 Units | 500 Units | 500 Units |

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

Redemption of Units can be made by completing the transaction form available from any of our offices or by sending written instructions to any of our offices on any Business Day.

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

a) your investment account number;

b) the name of the Fund and its Class that you wish to redeem your Units from;

c) the number of Units that you intend to redeem; and

d) instruction on what we should do with the money (e.g. credit into your bank account).

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

The Fund will be valued on a daily basis and the daily prices of the Fund will be published on the next Business Day. The Fund's Unit prices are available on our website <u>www.tainvest.com.my</u>, Federation of Investment Managers Malaysia (FIMM)'s website, our head office or any of our business centres listed in the Chapter 12, 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 or before 4.00 p.m. on a Business Day will be processed based on the NAV per Unit calculated at the end of the Business Day. Any redemption request received by us after 4.00 p.m. will be deemed to have been received on the next Business Day. If the redemption request is received by us on non-Business Day, such redemption request will be processed based on the NAV per Unit calculated at the close of the next Business Day.

As this is a feeder fund where the receipt of redemption proceeds from the Target Fund will be generally paid to the Fund within five (5) business days and in view that this is a multi-class fund which is subject to currency conversion, we will require to convert the Classes denominated in currencies that are different from the base currency of the Fund into the respective currency of the Classes before processing the payment of redemption proceeds to you. When determining the payment period of redemption proceeds, we will also take into consideration the cut off time imposed by the banks for any remittance, currencies' holiday and/or payment through nominee system for investor who invest in Units with an IUTA. Hence, the redemption proceeds will be paid to you within the period set out below based on the respective Classes.

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

Payment of redemption proceeds shall be made based on the selected payment method stated in the transaction form received by our head office or 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 the FIMM. We, however, shall not be held liable for any error or omission in the NAV per Unit published by any third party as this is beyond our control. In the event of any discrepancies 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 mode from time to time, which shall be communicated to you in writing.

We and the Trustee may temporarily suspend the redemption or switching of Units of the Class, subject to the requirements in the Guidelines and in the circumstance as set out under Section 1.13.2(g) of the Prospectus.

4.6 Cooling-off Policy

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

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

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

- (a) if the NAV per Unit on the day the Units were first purchased ("original price") is higher than the price of a Unit at the point of exercise of the cooling-off right ("market price"), the market price at the point of cooling-off; or
- (b) if the market price is higher than the original price, the original price at the point of cooling-off; and
- (c) the sales charge per Unit originally imposed on the day the Units were purchased.

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

4.7 Minimum Holdings

| USD Class | MYR Class | AUD Hedged Class | SGD Hedged Class | EUR Hedged Class | MYR Hedged Class | RMB Hedged Class |
|-----------|--------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 500 Units | 500 Units | 500 Units | 500 Units | 500 Units | 500 Units | 500 Units |

The minimum holdings of Units of the Class is 500 Units or such other lesser number of Units as we may from time to time decide.

4.8 Policy on Gearing

The Fund may borrow cash/obtain cash financing for the purpose of meeting repurchase requests for Units and for short-term bridging requirements. However, we shall ensure that:-

- (i) The Fund's cash borrowing/financing is only on a temporary basis and that borrowings/financing are not persistent;
- (ii) The borrowing/financing period should not exceed one month;
- (iii) The aggregate borrowings/financing of the Fund should not exceed 10% of the Fund's NAV at the time the borrowing/financing is incurred; and
- (iv) The Fund may only borrow/obtain financing from financial institutions/Islamic financial institutions.

Except as otherwise provided under the Guidelines, none of the cash or investments of the Fund may be lent. Further, the Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.

4.9 Securities Lending and Repurchase Transaction

The Fund does not engage in the securities lending and repurchase transactions.

4.10 Transfer of Units

| USD Class | MYR Class | AUD Hedged Class | SGD Hedged Class | EUR Hedged Class | MYR Hedged Class | RMB Hedged Class |
|-----------|--------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 500 Units | 500 Units | 500 Units | 500 Units | 500 Units | 500 Units | 500 Units |

Transfer can be made by completing a transfer form. A transfer will be effected subject to the minimum balance and terms and conditions applicable for the Fund. For partial transfer of Units, the minimum balance that must be retained in the Fund is 500 Units or such sum as determined by the Trustee and the Manager from time to time.

TAIM has the right to impose an administrative charge of RM5.00 or any other amount, as the Manager may deem appropriate.

4.11 Switching Facility

| USD Class | MYR Class | AUD Hedged Class | SGD Hedged Class | EUR Hedged Class | MYR Hedged Class | RMB Hedged Class |
|-----------|--------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 500 Units | 500 Units | 500 Units | 500 Units | 500 Units | 500 Units | 500 Units |

Switching is available between the Classes of the Fund and between a Class and any other TAIM funds (or its classes of units), which are denominated in the same currency.

(a) for switching out of the Class

- the minimum redemption of Units of the Class that you intend to switch out; and
- the minimum holding of Units (after the switch) of the Class will be applicable to you, unless you are redeeming from the Class entirely.

(b) for switching into the Class

• 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.

Note: The Manager has the discretion to lower the minimum Units for switching from time to time.

Switching will be made at the prevailing NAV per Unit of the Fund to be switched from on a Business Day when the switching request is received and accepted by us on or before the cut off time of 4.00 p.m., subject to any terms and conditions imposed by the intended fund to be switched into, if any. If we receive your switching request after 4.00 p.m., we will process your request on the next Business Day.

Please note that the net asset value per unit of a fund (or its class) to be switched out and the net asset value per unit of the fund to be switched into may be of different Business Days. The table below sets out as a guide when the Unit Holder switches out of a fund into another fund managed by us. All switches will be transacted based on the net asset value per unit of the fund on the same day except for the following:

| Switch Out | Switch In | Pricing Day (NAV) | | |
|---------------------------|-------------------------|-------------------|--|--|
| | | Switch Out | Switch In | |
| Non-money market fund* | Non-money market fund** | T Day | T+1 Day | |
| Non-money market fund | Money market fund | T Day | At the next valuation point, subject to clearance of payment and money received by the intended fund. | |

| Money market Money market fund fund | T Day | At the next valuation point, subject to clearance of payment and money received by the intended fund. |
|-------------------------------------|-------|--|
|-------------------------------------|-------|--|

Note:

* For certain funds with foreign investment exposure, the valuation point may be after the close of Bursa Malaysia but before 5.00p.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 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).

For avoidance of doubt, NAV of the funds managed by us will be published on our website or FIMM's website.

Currently, there is no restriction on the frequency of 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 discouraged especially for Muslim Unit Holders.

We reserve the right to vary the terms and conditions of switching from time to time and inform the Unit Holders accordingly.

4.12 Payment Method

Payment for the investment can be made by any of the following methods:

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

Any of the above instruments drawn on a bank in Malaysia may be used to make payment for your investment. The name to which the payment to be made is:-

| Classes | Account Name |
|---|--------------------------------------|
| MYR Class and MYR Hedged Class | TAIM CLIENTS' TRUST A/C - COLLECTION |
| Classes other than MYR Class and MYR Hedged Class | TAIM TRUST A/C COLLECTION |

(b) Telegraphic Transfer / Rentas Transfer / Interbank GIRO

Any of the payment mode via the above can be credited into our Maybank accounts according to the Classes as follows:

| Classes | Account Number | Account Name |
|---|-------------------|---|
| MYR Class and MYR Hedged Class | 5143 5640 0987 | TAIM CLIENTS' TRUST A/C - COLLECTION |
| Classes other than MYR Class and MYR Hedged Class | 7143 5600 8995 | TAIM TRUST A/C COLLECTION |

All fees, charges and expenses incurred or to be incurred for payment shall be borne by Unit Holders.

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

4.13 How to Buy, Sell, Switch and Transfer

| Transaction | Documents Required* | Minimum Amounts | Documentstobereceivedbyinvestors |
|----------------------|---|--|---|
| Investment (Buy) | For New Investor(s): Individual Investor(s): Account opening form; and Copy of NRIC / passport. For applicants below 18 years of age (joint holder), copy of identity card or birth certificate is required. Non-Individual Investor(s): Account opening form; A certified true copy of the certificate of incorporation; memorandum and article of association or constitution; form 24 or return for the allotment of shares under section 78 of the Companies Act 2016, form 44 or notice under section 46 of the Companies Act 2016 and form 49 or notice under section 58 of the Companies Act 2016; board resolution with list of authorised signatories and company seal (if applicable); The latest audited financial statement; and Certified true copy of NRIC or passport or other form of identification of directors. For Existing Investor(s): Investment form; and Investor suitability assessment form, if any. Non-Individual Investor(s): Investment form; and A certified true copy of board resolution with list of authorised signatories and company seal (if applicable). | Initial Investment USD1,000, AUD1,000, SGD1,000, EUR1,000, RM1,000, RMB1,000 or such other amount as the Manager may decide from time to time for TAGTF Additional Investment USD100, AUD100, SGD100, EUR100, RM100, RMB100 or such other amount as the Manager may decide from time to time for TAGTF | Successful applicants will be issued a transaction advice slip Unsuccessful applicants will be notified & application money will be refunded within thirty (30) days of receipt of the application |
| Redemption (Sell) | Transaction form; <i>or</i> Written instructions clearly stating account number, Fund's name and number of Units to be redeemed and payment instruction; Copy of NRIC (if applicable); and Copy of bank statement. | 500 Units or such other lesser number of Units as the Manager may decide from time to time | Transfer payment via Interbank Giro (IBG)Transaction advice slipCheque • Transaction advise slip; and • Redemption cheque or deposited slip |
| Switching | Individual Investor(s): Transaction form; and Investor suitability assessment form (for switching to new investment fund). | 500 Units Switching is available between the Classes of the Fund and | Transaction advice slip |

Prospectus in respect of the TA Global Technology Fund

| | | | 1 | |
|-------------|---|--------------------------|-------------------------------------|------|
| | Non-Individual Investor(s): | between a Class and | | |
| | Transaction form; and | any other TAIM funds | | |
| | • A certified true copy of board resolution with list of | (or its class of units), | | |
| | authorised signatories and company seal (if applicable); | which are | | |
| | and/or | denominated in the | | |
| | • Investor suitability assessment form (for switching to | same currency. | | |
| | new investment fund). | | | |
| Transfer | Individual Investor(s): | 500 Units | Transaction adv | vice |
| | Transfer form; and | | slip | |
| | Copy of NRIC / passport. | | | |
| | If the transferee is new account holder: - | | | |
| | Account opening form; and | | | |
| | Copy of NRIC / passport; | | | |
| | • For applicants below 18 years of age (joint | | | |
| | holder), copy of identity card or birth | | | |
| | certificate is required. | | | |
| | Non-Individual Investor(s): | | | |
| | Transfer form. | | | |
| | If the transferee is new account holder: - | | | |
| | Account opening form; | | | |
| | • A certified true copy of the certificate of | | | |
| | incorporation; memorandum and article of | | | |
| | association or constitution; form 24 or return | | | |
| | for the allotment of shares under section 78 | | | |
| | of the Companies Act 2016, form 44 or notice | | | |
| | under section 46 of the Companies Act 2016 and form 49 or notice under section 58 of the | | | |
| | Companies Act 2016; board resolution with | | | |
| | list of authorised signatories and company | | | |
| | seal (if applicable); | | | |
| | • The latest audited financial statement; and | | | |
| | • Certified true copy of NRIC or passport or | | | |
| | other form of identification of directors. | | | |
| | | | | |
| Cooling-Off | Cooling-off form; or | N/A | Transaction adv | /ice |
| | • Written instructions clearly stating your intention to cool | | slip | |
| | off the transaction, the value of investment, Fund's | | | , |
| | name and payment instruction. | | Payment | for |
| + 14/ | | 1 | cooling-off | |

* We reserve the right to request additional documents from you as we deemed appropriate from time to time.

There are no restrictions as to the frequency of redemption or switching to be made on any of the funds managed by TAIM.

Notes:

- 1. Successful applicants will be issued a transaction advice slip whereas unsuccessful applicants will be notified and application money will be refunded within thirty (30) days of receipt of the application.
- 2. TAIM reserve the right to request additional documents from applicants to support the application.
- 3. In the case of a partial redemption of Units, switching or transfer, the minimum balance that must be retained in the Fund is 500 Units. If the number of Units drops below the minimum balance, due to redemption, switching or transfer, further investments will be required within one (1) month until the balance of the investment is restored to at least the minimum balance. Failure to maintain the minimum balance empowers TAIM to withdraw your entire investment in the Fund and forward the proceeds to you.

4. 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 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.

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

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. TASH, a wholly owned subsidiary of TAE, is the holding company of TAIM. TAE, an investment holding company has years of exposure and experience in investing in the Malaysian securities markets.

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

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 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 times yearly or as and when circumstances require.

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

5.4 Investment Team

The information on the investment team and the designated fund manager of the Fund can be obtained from our website at <u>https://www.tainvest.com.my/our-people/</u>.

5.5 Material Litigation

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

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

CHAPTER 6: TRUSTEE

6.1 Duties and Responsibilities

The Trustee's role is to act as custodian of the Fund under them and to exercise all due care and diligence in carrying out their functions and duties and to safeguard the rights and interests of all Unit Holders by ensuring that the Manager performs its duties and obligations in accordance with the Deed, the Guidelines and all relevant laws.

6.2 Profile of the Trustee

Maybank Trustees Berhad ("MTB" or "the Trustee") is the trustee of the Fund with its registered office at 8th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.

MTB was incorporated on 12 April 1963 and registered as a trust company under the Trust Companies Act 1949 on 11 November 1963. It was one of the first local trust companies to provide trustee services with the objective of meeting the financial needs of both individual and corporate clients.

6.3 Experience in Trustee Business

MTB has acquired experience in the administration of unit trust funds/ schemes since 1991.

6.4 Roles, Duties and Responsibilities of the Trustee

The Trustee's role is mainly to act as custodian of the Fund and to exercise all due diligence and vigilance in carrying out its functions and duties to safeguard the rights and interests of the Unit Holders. The Trustee is the legal owner of the assets in the Fund. The Trustee will exercise oversight functions over the operation and management of the Fund by the management company to safeguard the interests of the Unit Holders.

6.5 Trustee's Disclosure of Material Litigation and Arbitration

As at the Last Practicable Date, save for the suit mentioned herein below, the Trustee is not engaged in any material litigation as plaintiff or defendant and the Trustee is not aware of any proceedings, pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.

Several holders of the bonds ("Bondholders") issued by Aldwich Berhad [In Receivership] ("Aldwich") had sued Aldwich for its failure to settle its indebtedness to the Bondholders following the default of the said bonds in 2010 and named the Trustee as one of the 6 co-defendants under Kuala Lumpur High Court Civil Suit No. D-22NCC-1622-11/2012 ("Aldwich Bondholders' Suit"). The claim against the Trustee was for the sum of RM177,248,747.31 or any other sum that the Court deems fit and proper. The other co-defendants are the holding company of Aldwich ("Holding Company"), the Chief Executive Officer of the holding company of Aldwich ("CEO"), the Security Agent and the Reporting Accountant. The Trustee denied all allegations and claimed trial.

The High Court had on 24 July 2017 delivered its judgement on the Aldwich Bondholders' Suit ("Judgement") that (a) all the defendants [i.e. Aldwich, Holding Company, CEO, Security Agent, Trustee and Reporting Accountant] are liable to the Bondholders for the sum of RM177,248,747.31 ("Judgement Sum"); (b) Aldwich, Holding Company and CEO are 100% liable for the Judgement Sum; and (c) among the Security Agent, Trustee and Reporting Accountant, liability is apportioned in the proportion of 50%, 30% and 20% of the Judgement Sum respectively.

The Trustee filed an appeal against the Judgement ("Appeal") at the Court of Appeal. On 18 September 2019, the Court of Appeal dismissed the Appeal and affirmed the decision of the High Court.

On 16 October 2019, the Trustee had filed its Leave Motion to the Federal Court. The Leave Motion was partially heard on 21 January 2021, 3 September 2021 and 16 February 2022. The Leave Motion was unanimously dismissed by the Federal Court on 16 February 2022.

CHAPTER 7: SALIENT TERMS OF THE DEED

7.1 Rights and Liabilities as a Unit Holder

Rights of Unit Holders

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

- 1) to receive distributions, if any, of the Fund;
- 2) to participate in any increase in the NAV of Units of the Fund;
- 3) to call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- 4) to exercise the cooling-off right (only for individual investors);
- 5) to receive annual and semi-annual reports on the Fund; and
- 6) to exercise such other rights and privileges as provided for in the Deed.

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

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:

- 1) A Unit Holder would not be liable for nor would a Unit Holder be required to pay any amount in addition to the payment for Units of the Fund as set out in this Prospectus and the Deed.
- 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.

Note:

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

7.2 Maximum Fees and Charges Permitted

The maximum rate of direct fees and charges allowable by the Deed are as follows:

| Maximum Rate of Sales Charge | Maximum Rate of Repurchase Charge |
|------------------------------|--------------------------------------|
| 10% of the NAV per Unit | 5% of the NAV per Unit |

The maximum rate of indirect fees and charges allowable by the Deed are as follows:

| Maximum Rate of Annual Management Fee | Maximum Rate of Annual Trustee Fee (excluding foreign custodian fee and charges) |
|--|--|
| 2.0% per annum of the NAV of the | 0.2% per annum of the NAV of the Fund subject to a |
| Fund. | minimum of RM18,000 per annum calculated and |
| | accrued daily (excluding foreign custodian fees and |
| | charges). |

Increase in Fees and Charges from the maximum rate provided in the Deed

The maximum Sales Charge, Repurchase Charge, annual management fee or annual trustee fee set out in the Deed can only be increased if a Unit Holders' meeting has been held in accordance with the Deed. Thereafter, a supplemental deed proposing a modification to the Deed to increase the aforesaid maximum charges and fees is required to be submitted for registration with the SC accompanied by a resolution of not less than two-thirds (2/3) of all Unit Holders present and voting at the Unit Holders' meeting sanctioning the proposed modification to the Deed.

7.3 Procedures to Increase the Direct and Indirect Fees and Charges

Sales Charge

The Manager may not charge a Sales Charge at a rate higher than that disclosed in a prospectus unless:

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

Repurchase Charge/Redemption Charge

The Manager may not charge a Repurchase Charge at a rate higher than that disclosed in a prospectus unless:

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

Annual Management Fee

The Manager does not intend to impose an annual management fee at a rate higher than that disclosed in a prospectus unless:

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

Annual Trustee Fee

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

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

7.4 Permitted Expenses

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

- (a) commissions/fees paid to dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/ or other authorities;
- (c) costs, fees and expenses properly incurred by the Auditor;
- (d) fees for the valuation of any investment of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;

- (g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or a Class or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides to pay out of its own pockets;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians;
- (p) fees in relation to fund accounting; and
- (q) costs, fees and expenses incurred for the subscription, renewal and/or licensing of the benchmark index.

7.5 The Manager's Right to Retire

The Manager has the power to retire in favour of some other corporation by giving to the Trustee three (3) months' notice in writing of the Manager's desire so to do, or such lesser time as the Manager and the Trustee may agree upon, and subject to the fulfillment of the following conditions:

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

7.6 The Manager's Powers to Remove / Replace Trustee

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

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

• the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 1965 (now known as Companies Act 2016) or any relevant law.

The Trustee may be removed and another trustee may be appointed by Special Resolution of the Unit Holders at a duly convened meeting of which notice has been given to the Unit Holders in accordance with the Deed.

7.7 Trustee's Right to Retire

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

7.8 Power of Trustee to Remove or Replace the Manager

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

- if the Manager goes into liquidation (except voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or ceases to carry on business or if a receiver shall be appointed in respect of any undertaking or assets of the Manager or if any encumbrance shall take possession of any of the Manager's assets;
- if a Special Resolution is duly passed by the Unit Holders that the Manager be removed;
- if the Manager is in breach of its obligations;
- if the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the Unit holders' interest to do so after the Trustee has given notice to them of that opinion and the reasons for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of the Unit Holders;

In any of the above occurs, the Manager shall upon receipt of a written notice from the Trustee ipso facto cease to be the Manager of the Fund and the Trustee shall by writing appoint some other corporation already approved by the relevant authorities to be the Manager of the Fund; upon and subject to such corporation entering into such deed or deeds as the Trustee may consider to be necessary or desirable to be entered into by such corporation in order to secure the due performance of its duties as Manager for the Fund.

7.9 Termination of the Fund and/or the Class(es)

Termination of the Fund

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

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

Subject to the provisions of the relevant laws, the Manager may, without having to obtain the prior approval of the Unit Holders, terminate the Fund and wind up the Fund if such termination:

- (a) is required by the relevant authorities; or
- (b) is in the best interests of Unit Holders and the Manager in consultation with the Trustee deems it to be uneconomical for the Manager to continue managing the Fund.

Notwithstanding the aforesaid, if the Fund is left with no Unit Holder, the Manager shall be entitled to terminate the Fund.

Upon the termination of the Fund, the Trustee shall:

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

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

In the event of the Fund is terminated:

- (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;
- (b) the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of the Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by the Deed and all relevant laws;
- (c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and
- (d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.

Termination of a Class

If the Fund has more than one Class, the Manager may terminate a particular Class in accordance with the relevant laws. The Manager may only terminate a particular Class if the termination of that Class does not prejudice the interests of Unit Holders of any other Class. For the avoidance of doubt, the termination of a Class shall not affect the continuity of any other Class of the Fund.

Notwithstanding the above and subject to the provisions of any relevant law, the Manager may without having to obtain the prior approval of the Unit Holders, terminate a particular Class if the termination of that Class is in the best interests of the Unit Holders of the Class and the Manager in consultation with the Trustee deems it to be uneconomical for the Manager to continue managing the Class.

If at a meeting of Unit Holders to terminate a Class, a Special Resolution to terminate the class of Units is passed by the Unit Holders:

- (a) the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution; and
- (b) the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class by the Auditor. Upon the completion of the termination of that Class, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class.

7.10 Meetings of Unit Holders

The Deed provides that the Trustee, Unit Holders or the Manager may convene Unit Holders' meetings. A resolution of Unit Holders may be required pursuant to the Deed for specific purposes as required under the Deed.

7.11 Quorum Required for Convening a Unit Holders Meeting

- (a) The quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund or a Class, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a Class shall be two (2) Unit Holders, whether present in person or by proxy.
- (b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund or a Class, as the case may be, at the time of the meeting.
- (c) If the Fund or a Class, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders.

7.12 Unit Holders' Meeting Convened by 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 or of a particular Class, as the case may be, at the registered office of the Manager, summon a meeting of the Unit Holders of the Fund or that Class by:

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

7.13 Unit Holders' Meeting Convened by Manager or Trustee

The Manager or Trustee may convene a Unit Holders' meeting by giving Unit Holders written notice in the manner prescribed by the Deed or the relevant laws.

CHAPTER 8: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST

Policies and Procedures on Dealing with Conflict of Interest

The Manager has in place policies and procedures contained in its rules of business conduct, which regulates its employees' securities dealings to deal with any conflict of interest situations. A declaration of securities trading is required of all employees to ensure that there is no potential conflict of interest between the employees' securities trading and the execution of the employees' duties to the Manager and customers of the Manager.

Manager

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

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

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

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

Advisers

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

Trustee's declaration

MTB has confirmed that they have no interest/ potential interest or conflict of interest/ potential conflict of interest with the Manager and the Fund.

CHAPTER 9: TAX ADVISER'S LETTER

Private and Confidential The Board of Directors TA Investment Management Berhad 23rd Floor, Menara TA One 22, Jalan P. Ramlee 50250 Kuala Lumpur

Our Ref NBG/AZYY/AMSY

Contact Ext. 7598 / 7085

19 January 2023

Dear Sirs

Re: Taxation of the Fund and Unit Holders

This letter has been prepared for inclusion in the Prospectus in respect of the TA Global Technology Fund ("the Fund").

Taxation of the Fund

Income Tax

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

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

The Fund may receive dividends, interest^{N1} and other income from investments outside Malaysia. Income derived from sources outside Malaysia and received in Malaysia was previously exempt from Malaysian income tax. However, such income may be subject to tax in the country from which it is derived.

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

^{N1} Pursuant to Section 2(7) of the Act, any reference to interest shall apply, mutatis mutandis, to gains or profits received and expenses incurred by an Islamic fund, in lieu of interest, in transactions conducted in accordance with the principles of Syariah.

Where the same foreign income has been taxed in both Malaysia and the foreign country, a tax credit in the form of bilateral relief under a Double Tax Agreement ("DTA") or unilateral relief under the domestic law (if there is no available DTA or a limited DTA which does not provide such relief) may be given in respect of such income, subject to conditions.

Gains from the realisation of investments by the Fund will not be subject to income tax in Malaysia. However, such gains may be subject to tax in the country from which it is derived.

Interest income or profits earned by the Fund from the following are exempt from tax:-

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

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

- securities or bonds issued or guaranteed by the Government; or
- debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission; or
- Bon Simpanan Malaysia issued by the Central Bank of Malaysia.

Tax deductions in respect of the Fund's expenses such as manager's remuneration, expenses on maintenance of register of unit holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage ("permitted expenses") are allowed based on a prescribed formula subject to a minimum of 10% and a maximum of 25% of the total permitted expenses.

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

Real Property Gains Tax ("RPGT")

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

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

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

Sales Tax and Service Tax

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

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

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

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

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

Taxation of Unit Holders

Income Tax

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

Corporate unit holders, resident or non-resident in Malaysia, would be taxed at the corporate tax rate of 24% (effective from YA 2016), on distributions of income from the Fund to the extent of an amount equivalent to their share of the total taxable income of the Fund.

Corporate unit holders in Malaysia with paid-up capital in the form of ordinary shares of RM2.5 million and below will be subject to a tax rate of 17% on chargeable income of up to RM600,000, effective from YA 2020. This concessionary income tax rate is given only to corporate unit holders having gross business income for the relevant year of assessment of not more than RM50 million, in addition to the share capital requirement. For chargeable income in excess of RM600,000, the tax rate of 24% is still applicable.

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

Based on the Finance Act 2021, a corporate tax rate of 33% ("Cukai Makmur") will be levied on corporate unit holders with chargeable income exceeding RM100 million. Corporate unit holders with chargeable income below RM100 million will still be taxed at tax rate of 24%. However, the chargeable income in respect of foreign source income received in Malaysia from 1 July 2022 is exempted from the application of Cukai Makmur, computed based on a prescribed formula. The Cukai Makmur is effective for YA 2022 only.

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

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

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

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

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

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

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

Service Tax

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

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

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

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

Yours faithfully

Neoh Beng Guan Executive Director

KPMG Tax Services Sdn Bhd

CHAPTER 10: ADDITIONAL INFORMATION

10.1 Reports and up-to-date information relating to the Fund

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

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

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

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

10.2 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;
- Unaudited semi-annual report for the half year of the Fund's financial year; and
- Annual audited report for the Fund's financial year-end.

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

Where Units Can Be Purchased or Redeemed

In relation to the information on where Units can be purchased or redeemed, please refer to the addresses and contact numbers of the offices of TAIM as disclosed in Chapter 12 of this Prospectus.

AIMS@TA Investment

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

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

10.3 Anti-Money Laundering Policy

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

10.4 Deed(s)

| Principal Deed | 4 March 2011 |
|-----------------------|----------------------------|
| Supplementary Deed(s) | First - 29 January 2020 |
| | Second – 23 September 2022 |

10.5 Financial Year End

31 May

10.6 Unclaimed Moneys Policy

Any moneys (other than unclaimed distribution) 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.

10.7 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 be reinvested into additional Units of the Fund at the NAV per Unit 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 distribution payment will be dealt with in accordance with the requirement of the Unclaimed Moneys Act 1965.

10.8 Consent Statement

The Trustee and Janus Henderson Investors Europe S.A. have given their consent for the inclusion of their names and statements in the form and context in which they appear in this Prospectus and have not withdrawn such consent.

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

10.9 Distribution Channels

The Fund is distributed via the following channels:

- TAIM
- Unit trust consultants
- IUTAs

The addresses and contact numbers of the head office, business centres of TAIM and the approved IUTAs are disclosed in Chapter 12 of this Prospectus.

All transactions can be done at the above channels (except IUTA channels, where Unit Holders are required to visit their servicing bank channels) and the forms are available at our head office and business centres. For further details, you may refer to the table on "How to Buy, Sell, Switch and Transfer".

CHAPTER 11: DOCUMENTS AVAILABLE FOR INSPECTION

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

- (a) The Deed and the supplemental deeds of the Fund (if any);
- (b) The Prospectus and supplementary or replacement prospectus (if any);
- (c) The latest annual and semi-annual reports of the Fund;
- (d) Each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts (if any);
- (e) The audited financial statements of the Manager and the Fund for the current financial year (where applicable) and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- (f) All reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus (if any). Where a summary expert's report is included in the Prospectus, the corresponding full expert's report should be made available for inspection (if any);
- (g) Writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus; and
- (h) All consents given by experts disclosed in the Prospectus.

CHAPTER 12: 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: <u>investor.taim@ta.com.my</u> Website: <u>www.tainvest.com.my</u>

| Miri Business Centre | Lot 1251, 1 st Floor Centrepoint Commercial Centre (Phase 1) Jalan Melayu,98000 Miri Sarawak Tel: 085-430 415 |
|----------------------------------|---|
| Kota Kinabalu Business Centre | Unit 4-1-02, 1 st Floor Block 4, Api-Api Centre Jalan Centre Point 88000 Kota Kinabalu, Sabah Tel: 088-268 023 Fax: 088-248 463 |
| Kuching Business Centre | 2 nd Floor, Lot 13008, SL26, Block 16, KCLD Gala City Commercial Centre Jalan Tun Jugah 93350 Kuching Sarawak Tel: 082-265 979 |
| Penang Business Centre | 15-1-8, Bayan Point, Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801 Fax: 04-611 9805 |
| Melaka Business Centre | 57A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-288 2687 |
| Ipoh Business Centre | 29A, Jalan Niaga Simee Arena Niaga Simee 31400 Ipoh Perak Tel : 05-350 0399 |
| Johor Bahru Business Centre | 37-01, Jalan Molek 1/29 Taman Molek 81100 Johor Bahru |

Johor Tel: 07-3611781

Institutional UTS Advisers or Authorised Distributors

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

| TA | | TMENT er of the TA Group | | | | | | NT OPENING FORM dual & Corporate) |
|---|--|---|-------------------------------------|---|--|----------------------------------|--|--|
| accompanied by the and understand the Highlights Sheet of | e Prospectus(es)/ e contents in the the Funds before | s of the Capital Markets a Information Memorandun Prospectus(es)/ Informat completing this Form. erably in BLACK INK and | n(s) and Supplen tion Memorandui | nental(s) (if any). m(s) and Suppler | Investors are | e required to read | □ Individual □ Individual with Joint □ Corporate | Cash Investment EPF Investment EPF No. |
| 1. INDIVIDU | AL – PRINCII | PAL APPLICANT | | | | | | • |
| Full Name (as in N | IRIC/ Passport): | | | | | NRIC No: | | |
| | | | | | | Passport No: | Pas | sport expiry date: |
| | | | | | , | cify Country/Citizenship below): | | |
| | • • | nt in foreign currency) | | Occupation | _ | · · · | | · |
| $\square \ge RM100K \square$ | | 500,000 \square RM500,00 $\square \ge$ RM3 Mil | 01-RM1.0 Mil | Student Professiona | □ Non - E> al □ Per | | ecutive Management | Director Businessman |
| Annual Income | □ N/A □ | Below RM72,000 | RM72,001 to RM | 1120,000 🗌 R | M120,001 to | RM300,000 | RM300,001 to RM600,000 | RM600,001 and above |
| Source of Income | Busine | ss 🗌 Employment | Savings | Inheritar | nce | Others (please sp | ecify) | |
| Religion 🗌 Islam | Christian | Hindu Buddhist | Others: | r | Mother's Mai | den Name: | | |
| BUSINESS / E | MPLOYMENT | DETAILS - PRINC | IPAL APPLI | CANT | | | | |
| Name of Company | /Employer: | | | | | | | |
| Nature of Business | 5: | | | | | Designa | ation: | |
| 2. INDIVIDU | AL – JOINT A | PPLICANT | | | | | | |
| Full Name (as in N | IRIC/ Passport): | | | | | NRIC No: Passport No: | Pas | sport expiry date: |
| Date of Birth | Gender | Marital Status | Race | | | Nationality | | |
| (DD/MM/1111): | (DD/MM/YYYY): Male Single Married Bumiputra Chinese Malaysian Non Malaysian (please specify Country/Citizenship be Female Other: Indian Others Country: Citizenship: | | | | | | | |
| Estimated Net Worth (or equivalent in foreign currency) | | | | | | | | |
| | | 500,000 | 01-RM1.0 Mil | Student | Non - E> | | ecutive Management | Director Businessman |
| Annual Income | | | RM72,001 to RM | 1120,000 □R | M120,001 to | | | RM600,001 and above |
| Source of Income | Busine | ss 🗍 Employment | Savings | Inheritar | nce 🗌 | Others (please sp | ecify) | |
| Religion 🗌 Isla | | n 🗌 Hindu 🔲 Buddh | | | Relati | ionship with Princi | pal Applicant: | |
| Phone No: (House |) | Mobile N | | | Email: | | | |
| BUSINESS / B | MPLOYMEN | T DETAILS - JOIN | APPLICAN | т | | | | |
| Name of Company | //Employer: | | | | | | Nature of Business: | |
| Designation: | | | Phone No | : (Office) | | | Email: | |
| 3. NON-INDI | VIDUAL (CON | MPANY / INSTITUT | TION / ASSO | CIATION / C | ORGANIZ | ATION) | | |
| Name of Company | // Institution (as | per Certificate of Incorp | ooration): | | | | Company Registration No | :: |
| Beneficial Owner (if applicable): NRIC No: Passport No: | | | | | NRIC No: Passport No: | Pass | port expiry date: | |
| | | | | | Date of Incorporation (DD/MM/YYYY): | | | |
| Authorised Contact Person 1: Phone No: | | | | | | | | |
| Authorised Contac | t Person 2: | | | | | Phone No: | | |
| _ | rth (or equivaler | nt in foreign currency) | Status | | | | Source of Income | |
| ☐ ≤RM100K | 1500.000 | | | ted in Malaysia, ted in Malaysia, | | | Disposal of non-core b | usiness / assets / investments |
| RM500,001-RN | | | | ited in Malaysia, ited outside Mala | | | Cash in hand / surplus | - |
| ⊇ ≥RM1.0 Mil ≤ | RM3.0 Mil | | | lease specify) | | | |) |
| □ ≥ RM3 Mil | _ ≥ RM3 Mil | | | | | | | |

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

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

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

Note:

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

All information will be treated with strictest confidence.

Section 1 – Suitability Assessment

Please circle your scores:

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

Total the score for questions 1 to 10

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

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

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

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

I declare that:

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

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

For Office Use:

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

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

INSTRUCTIONS (Please read these instructions before completing the form)

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

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

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

Please complete in **BLOCK LETTERS**

PART 1. IDENTIFICATION OF INDIVIDUAL - PRINCIPAL APPLICANT

First Name (Given Name)

Last Name (Family Name)

Identification No.

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

PART 2. TAX RESIDENCY DECLARATION

Please tick one option and complete as appropriate:

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

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

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

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

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

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

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

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

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

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

PART 3. DECLARATION & SIGNATURE

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

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

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

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

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

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

Please complete in **BLOCK LETTERS**

PART 1. IDENTIFICATION OF INDIVIDUAL – JOINT APPLICANT

First Name (Given Name)

Last Name (Family Name)

Identification No.

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

PART 2. TAX RESIDENCY DECLARATION

Please tick one option and complete as appropriate:

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

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

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

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

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

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

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

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

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

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

PART 3. DECLARATION & SIGNATURE

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

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

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

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

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

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

INSTRUCTIONS (Please read these instructions before completing the form)

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

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

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

Please complete in **BLOCK LETTERS**

PART 1. IDENTIFICATION OF ACCOUNT HOLDER

Name of Entity/Organisation

(as per Company Registration Certificate)

Company Registration No.

Country of Incorporation

PART 2. TAX RESIDENCY DECLARATION

Please tick one option and complete as appropriate:

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

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

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

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

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

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

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

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

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

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

PART 3. ENTITY TYPE

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

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

| P | PART 4. NAME OF CONTROLLING PERSON | | |
|----|------------------------------------|--|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |

PART 5. DECLARATION & SIGNATURE

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

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

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

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

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

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

DEFINITIONS

Account Holder

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

Active NFE

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

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

Controlling Person(s)

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

Entity

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

Financial Institution

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

NFE

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

Passive NFE

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

Related Entity

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

Reportable Person

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

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

Reportable Account

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

INSTRUCTIONS (Please read these instructions before completing the form)

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

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

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

Please complete in **BLOCK LETTERS**

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

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

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

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

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

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

PART 2. TAX RESIDENCY DECLARATION

Please tick one option and complete as appropriate:

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

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

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

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

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

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

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

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

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

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

PART 3. TYPE OF CONTROLLING PERSON

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

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

PART 4. DECLARATION & SIGNATURE

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

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

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

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

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

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

Account Holder

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

Controlling Person

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

Controlling Person of a trust

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

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

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

Entity

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

Passive NFE

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

Reportable Account

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

Reportable Jurisdiction

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

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

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

* Please delete where annronriate

| neuse delete inicie appropriater | | |
|--|--|-----------------------|
| | | |
| Principal Applicant / Authorised Signatory 1 Date | Principal Applicant / Authorised Signatory 2 (if any) Date: | |
| I declare that I am a sophisticated Investor | ☐ I declare that I am a sophisticated investor | Company Seal or Stamp |

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

You are advised to read and understand the Information Memorandum and Supplemental Information Memorandum(s) (if any) relating to the Fund before investing in the Fund and for additional terms including but not limited to, minimum initial and subsequent investment amount.

Please tick (<) in the appropriate box(es) below. Only a "Sophisticated Investor(s)" may invest in a wholesale fund. A "Sophisticated Investor(s)" refers to: -

| Category of | Definition |
|----------------------------------|---|
| Investors | |
| A. Accredited | A unit trust scheme, private retirement scheme or prescribed investment scheme. |
| investors | Bank Negara. A licensed person or a registered person. An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator. A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the Commission. A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704]. An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705]. A chief executive officer or a director of any person referred to in paragraphs 3, 4, 5, 6 and 7.P.U. (A) 51. A closed-end fund approved by the Commission. |
| B. High-net worth entities | A company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies. A corporation that - is a public company under the Companies Act 2016 which is approved by the Commission to be a trustee under the Act and has assets under its management, exceeding ten million ringgit or its equivalent in foreign currencies; or is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies. A corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts. A partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies. A statutory body established under any laws unless otherwise determined by the Commission P.U. (A) 52. A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967. |
| C. High-net worth individuals | An individual - whose total net personal assets, or total net joint assets with his or her spouse, exceeding three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence; who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; who jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies; or |
| D. Consideration ≥ RM 250,000 | An individual who acquires unlisted capital market products where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for transaction whether such amount is paid for in cash or otherwise. A company/corporation/institution who acquire unlisted capital market products where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for transaction whether such amount is paid for in cash or otherwise. |

A "wholesale fund" means a unit trust scheme established where the units are to be issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units are to be made, exclusively to sophisticated investors. Please note that this Declaration is not the only term relating to investments into a Wholesale Fund.

NOTES AND CONDITIONS

INSTRUCTIONS 1.

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

2. DOCUMENTS REQUIRED

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

b) Principal (EPF Investment)

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

> A photocopy of principal applicant NRIC/passport.

c) Company/Institution/Association

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

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

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

PRINCIPAL APPLICANT 3.

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

JOINT APPLICANT

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

ACCOUNT OPERATING INSTRUCTION 5.

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

6. PAYMENT

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

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

Denominated in MYR Currency

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

minated in other than MVD Currencies

| Fund | Account Number | Payable to | | |
|--|----------------|---------------------------|--|--|
| TA Funds / 3 rd Party Funds | 7143 5600 8995 | TAIM TRUST A/C COLLECTION | | |

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

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

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

OTHER CHARGES 7.

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

COOLING-OFF PERIOD 8.

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

9. DISTRIBUTION INSTRUCTION

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

(a) Reinvestment

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

(b) Payout

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

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

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

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

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

10. RIGHT OF THE MANAGER

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

11. NOTES & CONDITIONS RELATING TO THIRD PARTY FUNDS

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

12. GENERAL

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

13. CONTACT DETAILS

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

14. INDEMNITY

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

15. UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

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

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

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

16. MONEY LAUNDERING STATEMENTS

The applicant hereby warrants that:-

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

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

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

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

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

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

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

 - maintained by Bursa Malaysia Depository Sdn.Bhd., TAIM may use your personal data for the following purposes ("Purposes"): (a) To enable it to discharge its duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, any other written law, the rules of Bursa Malaysia Berhad and its related companies (hereinafter collectively referred to as "Bursa Malaysia") or any cooperation arrangement with any relevant authority or any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant local or foreign laws:
 - (b) To enable it to discharge its contractual obligations;
 - To provide investor and other capital market education events and activities; (c)
 - (d) To enable the resolution of a concern or complaint;
 - To create directories or data bases whether for publication or not: (e) (f)
 - To provide on going information about events and programs, our products and services to people that we believe may be interested in such event, programs, products and services:
 - To provide services; (g)
 - (h) To research, develop and improve our events, programs, products and services; and
 - For any other purpose that is incidental or ancillary or in furtherance to the above purposes.
- Your personal data is collected from various sources, including information you have provided us, information from third parties and information in the public domain. 5. You may access and request for correction of your personal data. Please contact us using any of the following modes if you have any enquiries or complaints in respect of your personal data:
 - Designated Contact Person Customer Service TA Investment Management Berhad 23th Floor Menara TA One, 22 Jalan P Ramlee Mailing address: 50250 Kuala Lumpur Telephone No .: (603) 2031 6603 Fax No.: (603) 2031 4479 E-mail address: investor.taim@ta.com.my

In accordance with the Act:

6

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

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

Updated v5.8.2022



INVESTMENT FORM

| by t cont | accordance with the requirements of the Capital Markets and Services Act 2007, this Forn the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any). Investi tents in the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any pre completing this Form. | □ Individual □ Joint | □ Cash Investment □ EPF Investment | | | | | | |
|--|---|---|---|---|--------------------------|---------------------------------------|--|--|--|
| Con | pplete in BLOCK LETTERS , preferably in BLACK INK and tick ($$) where applicable. | □ Corporate | (EPF No |) | | | | | |
| | INDIVIDUAL / NON-INDIVIDUAL APPLICANT DETAILS | | | | | | | | |
| Prin | cipal Applicant's Full Name (as in NRIC/ Passport) / Name of Company/ Institution | n (as per Certificate of I | ncorporation): | | | | | | |
| | cipal Applicant's NRIC / Passport /Company Registration No: | Passport expiry date | : Contact No | : | | | | | |
| Joir | tt Applicant's Full Name (as in NRIC/ Passport): | | | | | | | | |
| Join | Joint Applicant's NRIC /Passport: Passport expiry date: Contact No: | | | | | | | | |
| Sou | rce of Investment 🗌 Business 📄 Employment 📄 Savings 📄 I | Inheritance Oth | ers (please specify) | | | | | | |
| Pur | pose of Investment Savings Retirement Education | ion Funding Ot | hers (please specify) | | | | | | |
| SU | ITABILITY ASSESSMENT DECLARATION | | | | | | | | |
| | Are there any changes to your risk profiling from your last investment? | | | | | | | | |
| | No Yes (please complete the "Investor Suitability Assessment Form") | ") | | | | | | | |
| Not | e: Investment in the Fund must be according to the latest risk profile. | | | | | | | | |
| 2. C | Does your investment's risk profile fall within the same Fund's risk category? | | | | | | | | |
| | No (please complete the "Investor Suitability Assessment Form") Yes | | | | | | | | |
| 2. | INVESTMENT PAYMENT DETAILS | | | | | | | | |
| | Cheque / Banker's Cheque / Cashier's Cheque No: | Online Trans | fer | | | | | | |
| | Transaction Over the Bank Counter /Telegrahpic Transfer | | | | | | | | |
| | | | | | | | | | |
| 2) F 3) E | heque without the applicant name printed on it must be accompanied with the bank statement. For banker's cheque & cashier's cheque, must provide the bank application form. Inclose proof of payment (e.g. payment slip/fund transfer receipt) together with copy of the bank to payment from a third party account of the applicant is allowed. | L | of applicant(s) name and | bank account numbe | er. | | | | |
| 2) F 3) E 4) N | or banker's cheque & cashier's cheque, must provide the bank application form. inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank | L | of applicant(s) name and | bank account numbe | er. | | | | |
| 2) F 3) E 4) N | or banker's cheque & cashier's cheque, must provide the bank application form. inclose proof of payment (e.g payment slip/fund transfer receipt) together with copy of the bank lo payment from a third party account of the applicant is allowed. | (es)^ Distribution 3rd party fur | of applicant(s) name and Instruction (All nds will be auto vested) | bank account numbe Sales Charge % | er. Investment Amount | | | | |
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| 2) F 3) E 4) A 3. 1. 2. 3. 4. 5. | Fund Name Class(e INITIAL INVESTMENT Class(e for banker's cheque & cashier's cheque, must provide the bank application form. Class(e INITIAL INVESTMENT Class(e fund Name Class(e of Units | t: k statement for verification (es)^ Distribution 3 rd party fun rein C Reinvest C R Reinvest C R R R R R R R R R R R R R R R R R R R | Instruction (All hds will be auto vested) Payout Payout Payout Payout Payout | Sales | | | | | |
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| 2) F 3) E 4) ∧ 3. 1. 2. 3. 4. 5. 4. 4. 1. | Fund Name Class(e ADDITIONAL INVESTMENT Intersection Fund Name Class(e Control Class(e) Class(e) | t: k statement for verification (es)^ Distribution 3 rd party fun einvest Reinvest Reinvest Reinvest Reinvest (es)^ Account | Instruction (All ads will be auto vested) Payout Payout Payout Payout Payout Payout | Sales Charge % | Investment Amount | | | | |
| 2) F 3) E 4) A 3. 3. 4. 5. 5. 4. 2. 2. | Fund Name Class(e ADDITIONAL INVESTMENT Intersection Fund Name Class(e Control Class(e) Class(e) | t: k statement for verification (es)^ Distribution 3 rd party fun einvest Reinvest Reinvest Reinvest Reinvest (es)^ Account | Instruction (All ads will be auto vested) Payout Payout Payout Payout Payout Payout | Sales Charge % | Investment Amount | | | | |
| 2) F 3) E 4) A 3. 1. 2. 3. 4. 5. 4. 5. 4. 3. 3. | Fund Name Class(e ADDITIONAL INVESTMENT Intersection Fund Name Class(e Control Class(e) Class(e) | t: k statement for verification (es)^ Distribution 3 rd party fun einvest Reinvest Reinvest Reinvest Reinvest (es)^ Account | Instruction (All ads will be auto vested) Payout Payout Payout Payout Payout Payout | Sales Charge % | Investment Amount | | | | |
| 2) F 3) E 4) A 3. 3. 4. 5. 5. 4. 2. 2. | Fund Name Class(e ADDITIONAL INVESTMENT Intersection Fund Name Class(e Control Class(e) Class(e) | t: k statement for verification (es)^ Distribution 3 rd party fun einvest Reinvest Reinvest Reinvest Reinvest (es)^ Account | Instruction (All ads will be auto vested) Payout Payout Payout Payout Payout Payout | Sales Charge % | Investment Amount | | | | |

Total

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

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

5. DECLARATION & SIGNATURE

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

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

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

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

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

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

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

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

| Principal Applicant Date | / Authorised Signatory 1 | Joii Dai | nt Applicant / Authorised Signatory 2 (if any) te | | Company Seal | or Stamp |
|-----------------------------|--------------------------|-------------|--|-------------------|--------------|-------------------|
| FOR DISTRIBUTOR'S USE ONLY | | | FOR OFFICE USE ONLY | | | |
| Consultant | Name: | | Remarks | | | Attended By/Date |
| IUTA | Code: | | | | | Approved By/ Date |
| | Date: | | Received By/Date | Processed By/ Dat | e: | Verified By/ Date |

NOTES AND CONDITIONS 1. INSTRUCTIONS

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

2. DOCUMENTS REQUIRED

a) Principal/Joint Applicant - (Cash Investment)

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

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

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

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

3. PAYMENT

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

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

Denominated in MYR Currency

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

Denominated in other than MYR Currencies

| Fund | Account Number | Payable to |
|--|----------------|---------------------------|
| TA Funds / 3 rd Party Funds | 7143 5600 8995 | TAIM TRUST A/C COLLECTION |

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

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

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

. COOLING-OFF PERIOD

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

5. DISTRIBUTION INSTRUCTION

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

(a) Reinvestment

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

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

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

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

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

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

6. RIGHT OF THE MANAGER

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

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

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

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

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

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

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

8. GENERAL

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

. INDEMNITY

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

10. CONTACT DETAILS

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

11. UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

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

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

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

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

12. MONEY LAUNDERING STATEMENTS

The applicant hereby warrants that: -

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

Updated v3.12.2021



TRANSACTION FORM

| Prospec Prospec | In accordance with the requirements of the Capital Markets and Services Act 2007, this Form should not be circulated unless accompanied by the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any). Investors are required to read and understand the contents in the Prospectus(es)/ Information Memorandum(s) and Supplemental(s) (if any) and Product Highlights Sheet of the Funds before completing this Form. Complete in BLOCK LETTERS , preferably in BLACK INK and tick ($$) where applicable. | | | | | | | |
|--|--|----------------------|--------------|-----------------------|------------------|---------|---------|-------|
| 1. INDIVIDUAL / NON-INDIVIDUAL APPLICANT DETAILS | | | | | | | | |
| Principal Applicant's Full Name (as in NRIC/ Passport) /Name of Company/ Institution (as per Certificate of Incorporation): | | | | | | | | |
| Principa | Principal Applicant's NRIC / Passport / Company Registration No: Passport expiry date: Contact No: | | | | | | | |
| Joint Ap | Joint Applicant's Full Name (as in NRIC/ Passport): | | | | | | | |
| Joint Ap | oplicant's NRIC /Passport No: | ry date: | Contact No: | | | | | |
| 2. SV | VITCHING | | | | | | | |
| | Switch From | Swi | itch To | Class(es)^ of Unit | Sales Charge% | Units | | |
| | ount No | 1 | | | | 🗌 Full | Partial | |
| ¹ Fun | d Name | Fund Name | | | | | | units |
| | ount No | 1 | | | | 🗌 Full | Partial | |
| 2 Fun | d Name | Fund Name | | | | | | units |
| | ount No | [| | | | 🗌 Full | Partial | |
| 3 Fun | d Name | Fund Name | | | | | | units |
| | ount No | | | | | 🗌 Full | Partial | |
| 4 Fun | d Name | Fund Name | | | | | | units |
| | ount No | | | | | 🗌 Full | Partial | |
| 5 Fun | d Name | Fund Name | | | | | | units |
| SUITABILITY ASSESSMENT DECLARATION | | | | | | | | |
| 1. Are there any changes to your risk profiling from your last investment? | | | | | | | | |
| No Yes (please complete the "Investor Suitability Assessment Form") Note: Investment in the Fund must be according to the latest risk profile. | | | | | | | | |
| 2. Does | s your investment's risk profile fall within the sam | ne Fund's risk categ | jory? | | | | | |
| No (please complete the "Investor Suitability Assessment Form") Yes | | | | | | | | |
| 3. REDEMPTION | | | | | | | | |
| | Fund Name | Ac | count Number | Class(es)^ of Unit | | Units | | |
| 1 | | | | | Full | Partial | | units |
| 2 | | | | | 🗌 Full 🔲 | Partial | | units |
| 3 | | | | | Full | Partial | | units |
| 4 | | | | | Full | Partial | | units |
| 5 | | | | | 🗌 Full 🔲 | Partial | | units |

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

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

| 4. PAYMENT MODE (For CASH Investment Only) Redemption proceed | Other Requests | |
|--|--|--|
| Note: a) Applicant is required to provide the correct details per their bank record. TA b) Please enclose photocopy of the bank passbook or bank statement as suppo | Authorised by Principal Applicant | |
| i) Transfer payment via IBG ii) T.T/Rentas (charges incurred will be borned by the investor and will be deduced) | ted upfront from the redemption proceed) | Redemption payment payable to Joint Applicant |
| Kindly complete the below as per Bank details | Account Corporate Account | |
| Principal Applicant Name / Corporate Name (as per bank record): | | |
| Joint Account Name (as per bank record): | | |
| Bank Name: | Bank Account Number : | |
| Currency: MYR Other Currency Class: | Bank Swift Code: | Signature (Principal Applicant) |

5. DECLARATION & SIGNATURE

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

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

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

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

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

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

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

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

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

NOTES AND CONDITIONS

1. INSTRUCTIONS

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

2. DOCUMENTS REQUIRED

a) Principal / Joint Applicant Redemption

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

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

separate forms are to be completed.

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

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

з. REDEMPTION

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

SWITCHING 4.

d)

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

RIGHT OF THE MANAGER 5.

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

6. NOTES & CONDITIONS RELATING TO THIRD PARTY FUNDS

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

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

7. GENERAL

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

8. INDEMNITY

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

updated v3.12.2021

| HEAD OFFIC | CE | TA Investment Management Berhad 23rd Floor, Menara TA One 22 Jalan P. Ramlee 50250 Kuala Lumpur Tel: 03-2031 6603 I Fax: 03-2031 4479 |
|---------------------------|------|---|
| MELAKA Business Ce | ntre | 57A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-288 2687 |
| PENANG Business Ce | ntre | 15-1-8, Bayan Point Medan Kampung Relau 11900 Pulau Pinang Tel: 04-645 9801 I Fax: 04-611 9805 |
| KOTA KINAE Business Ce | | Unit 4-1-02, 1st Floor Block 4, Api-Api Centre Jalan Centre Point 88000 Kota Kinabalu, Sabah Tel: 088-268 023 I Fax: 088-248 463 |
| KUCHING Business Ce | ntre | 2nd Floor, Lot 13008, SL26, Block16, KCL Gala City Commercial Centre Jalan Tun Jugah 93350 Kuching, Sarawak Tel: 082-265 979 |
| MIRI Business Ce | ntre | Lot 1251, 1st Floor Centrepoint Commercial Centre (Phase 1) Jalan Melayu, 98000 Miri, Sarawak Tel: 085-430 415 |
| IPOH Business Ce | ntre | 29A, Jalan Niaga Simee Arena Niaga Simee 31400 Ipoh, Perak Tel: 05-350 0399 |

JOHOR BAHRU **Business Centre** 37-01, Jalan Molek 1/29 Taman Molek 81100 Johor Bahru Johor Tel: 07-3611781

KCLD

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