

Information Memorandum

# AHAM World Series -America Equity Fund

(Formerly known as Affin Hwang World Series - America Equity Fund)

MANAGER

AHAM Asset Management Berhad Registration No.: 199701014290 (429786-T) TRUSTEE

TMF Trustees Malaysia Berhad Registration No.: 200301008392 (610812-W)

This Replacement Information Memorandum is dated 15 December 2023. The AHAM World Series - America Equity Fund was constituted on 19 March 2021. The constitution date of the Fund is also the launch date of the Fund.

A copy of this Information Memorandum has been lodged with the Securities Commission Malaysia. The Securities Commission Malaysia has not authorised or recognised the Fund and a copy of this Information Memorandum has not been registered with the Securities Commission Malaysia. The lodgement of this Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Information Memorandum. The Securities Commission Malaysia is not liable for any non-disclosure on the part of AHAM Asset Management Berhad responsible for the Fund and takes no responsibility for the contents in this Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Information Memorandum, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

This Information Memorandum is to be issued and distributed in Malaysia only. Consequently, no representation has been and will be made as to its compliance with the laws of any foreign jurisdiction.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM AND OBTAIN PROFESSIONAL ADVICE BEFORE SUBSCRIBING TO THE UNITS OF THE FUND. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISE



YOU SHOULD NOT MAKE PAYMENT IN CASH TO A UNIT TRUST CONSULTANT OR ISSUE A CHEQUE IN THE NAME OF A UNIT TRUST CONSULTANT.

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## **CORPORATE DIRECTORY**

## The Manager/AHAM

## **AHAM Asset Management Berhad**

## **Registered Office**

27<sup>th</sup> Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur

Tel No. : (603) 2142 3700 Fax No. : (603) 2140 3799

## **Business Address**

Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur

Tel No.: (603) 2116 6000 Fax No.: (603) 2116 6100 Toll free line: 1-800-88-7080

E-mail: customercare@aham.com.my

Website: www.aham.com.my

#### The Trustee

## TMF Trustees Malaysia Berhad Registered Office & Business Address

10<sup>th</sup> Floor, Menara Hap Seng, No. 1 & 3, Jalan P. Ramlee, 50250 Kuala Lumpur

Tel No. : (603) 2382 4288 Fax No. : (603) 2026 1451 E-mail: malaysia@tmf-group.com

Website: www.tmf-group.com

## **ABBREVIATION**

AUD Australian Dollar.

CIS Collective Investment Schemes.

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

**ETFs** Exchange-traded funds.

ΕU European Union.

**EUR** Euro.

**ESG** Environmental, Social and Governance. **ESMA** European Securities and Markets Authority. **FIMM** Federation of Investment Managers Malaysia.

**GBP** British Pound Sterling. **MYR** Malaysian Ringgit. ОТС Over-the-Counter.

**REITs** Real Estate Investment Trusts.

**RMB** Renminbi Yuan.

SC Securities Commission Malaysia.

SGD Singapore Dollar. UK United Kingdom.

US/USA United States of America. **USD** United States Dollar.

## **GLOSSARY**

commodities

2010 Law Refers to the Luxembourg law of 17 December 2010 on undertakings for collective

investment.

**AUD Hedged-class** Represents a Hedged-class issued by the Fund which is denominated in AUD.

**Ancillary Liquid Assets** Means bank deposits at sight, such as cash held in current accounts with a bank

accessible at any time.

**Base Currency** Means the currency in which the Fund is denominated, i.e. USD.

**Board** Refers to the board of directors of the Company.

Means the stock exchange operated by Bursa Malaysia Securities Berhad including Bursa Malaysia

such other name as it may be amended from time to time.

**Business Day** Means a day on which Bursa Malaysia and/or one or more of the foreign markets in

which the Fund is invested in are open for business/trading. The Manager may declare certain Business Days as non-Business Days when deemed necessary, such as (i) in the event of market disruption; (ii) if the jurisdiction of the Target Fund declares that day as a non-business day; and/or (iii) if the Management Company declares that day

as a non-business day for the Target Fund.

Class(es) Means any number of class(es) of Unit(s) representing similar interests in the assets

of the Fund although a class of Units of the Fund may have different features from

another class of Units of the Fund.

**CMSA** Means the Capital Markets and Services Act 2007 as may be amended from time to

collateral Means the assets provided by a borrower as security to the lender in case the

borrower fails to meet its obligations.

Means the physical goods that fall into one of two categories: hard commodities such as metals (for example, gold, copper, lead, uranium), diamonds, oil and gas; and soft commodities such as agricultural products, wool, cotton and foodstuffs (for example,

cocoa, sugar, coffee).

**communiqué** Refers to the notice issued by the Manager to the Unit Holders.

**Company** Means JPMorgan Funds.

counterparty Means an any financial institution providing services or acting as a party to derivatives

or other instruments or transactions.

CVC Capital Partners Asia

Fund V

Means collectively (1) CVC Capital Partners Asia V L.P.; (2) CVC Capital Partners

Investment Asia V L.P.; and (3) CVC Capital Partners Asia V Associates L.P.

Deed Refers to the deed dated 30 April 2021 and the first supplemental deed dated 27

November 2023 entered into between the Manager and the Trustee and includes any

subsequent amendments and variations to the deed.

**Development Financial** 

Institution

Means a development financial institution under the Development Financial

Institutions Act 2002.

**Director** Means a member of the Board.

Eligible State Means any EU Member State, any member state of the OECD, and any other state

which the Directors deem appropriate with regard to the investment objective of the Target Fund. Eligible States in this category include countries in Africa, the Americas,

Asia, Australasia and Europe.

**EU Member State** Means a member state of the EU.

**EUR Hedged-class** Represents a Hedged-class issued by the Fund which is denominated in EUR.

**Financial Institution** Means (1) if the institution is in Malaysia –

(i) Licensed Bank;

(ii) Licensed Investment Bank;

(iii) Development Financial Institution; or

(iv) Licensed Islamic Bank; or

(2) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to

provide financial services.

**Forward Pricing** Means the method of determining the price of a Unit which is the NAV per Unit at the

next valuation point after an application for purchase or repurchase request is

received by the Manager.

Fund Means AHAM World Series – America Equity Fund (formerly known as Affin Hwang

World Series - America Equity Fund).

**GBP Hedged-class**Represents a Hedged-class issued by the Fund which is denominated in GBP.

Means the "Group of Twenty", the central forum for international cooperation on

financial and economic issues, which comprises: Argentina, Australia, Brazil, Canada, China, France, Germany, India, Indonesia, Italy, Japan, Mexico, Russia, Saudi Arabia,

South Africa, South Korea, Turkey, UK, US and the EU.

**Guidelines** Means the Guidelines on Unlisted Capital Market Products Under The Lodge And

Launch Framework issued by the SC as may be amended from time to time.

**Hedged-class**Means a particular Class that aims to reduce the effect of exchange rate fluctuations

between the Base Currency and the currency in which Unit Holders are exposed to

having invested in that Class, also known as NAV hedging method.

NAV hedging is undertaken regardless of whether the Base Currency is expected to

increase or decline in value relative to the hedged currency.

Information Memorandum Means this offer document in respect of the Fund as may be replaced or amended

from time to time.

investment grade Means the bonds that are considered by a credit rating agency as appearing generally

capable of meeting their payment obligations.

Investment Manager Refers to J.P. Morgan Investment Management Inc., the entity that performs the

investment management and advisory functions for the Target Fund.

JPMorgan Chase & Co. Means the Management Company's ultimate holding company and that company's

direct and indirect subsidiaries and affiliates worldwide.

LIBOR Means the London Interbank Offer Rate, the average rate a bank is willing to pay to

borrow funds from another bank in the London interbank market. Administered by

Intercontinental Exchange and published daily.

**Licensed Bank** Means a bank licensed under the Financial Services Act 2013.

Licensed Investment Bank Means an investment bank licensed under the Financial Services Act 2013.

Licensed Islamic Bank Means an Islamic bank licensed under the Islamic Financial Services Act 2013.

long term Means a period of five (5) years and above.

Management Company Means J.P. Morgan Asset Management (Europe) S.à r.l., the entity with overall

responsibility for business management of the Target Fund.

Manager or AHAM Means AHAM Asset Management Berhad.

MYR Class Represents a Class issued by the Fund which is denominated in MYR.

MYR Hedged-class Represents a Hedged-class issued by the Fund which is denominated in MYR.

NAV Means the value of all the assets of the Fund less the value of all the liabilities of the

Fund at a valuation point. Where the Fund has more than one Class, there shall be a

NAV attributable to each Class.

**NAV per Unit**Means the NAV of the Fund at a particular valuation point divided by the number of

Units in Circulation at the same valuation point. Where the Fund has more than one Class, there shall be a NAV per Unit for each Class; the NAV per Unit of a Class at a particular valuation point shall be the NAV of the Fund attributable to that Class divided by the number of Units in Circulation of that Class at the same valuation point.

OECD Means the Organisation for Economic Co-operation and Development, an

intergovernmental economic organisation with 35 member countries.

Regulated Market Means a market that meets the requirements stated in item 21 of Article 4 of the

European Parliament and the Council Directive 2014/EU of 15 May 2014 on markets in financial instruments (and amending Directive 2002/92/EC and Directive 2011/61/EU) as well as any other market in an Eligible State which is regulated,

operates regularly and is recognised and open to the public.

**Repurchase Charge**Means a charge imposed pursuant to a repurchase request.

Repurchase Price Means the price payable to a Unit Holder by the Manager for a Unit pursuant to a

repurchase request and it shall be exclusive of any Repurchase Charge. The Repurchase Price is equivalent to the initial offer price during the initial offer period

and NAV per Unit after the initial offer period.

**RMB Hedged-class** Represents a Hedged-class issued by the Fund which is denominated in RMB.

Sales Charge Means a charge imposed pursuant to a purchase request.

**Selling Price** Means the price payable by a Unit Holder for the Manager to create a Unit in the Fund

and it shall be exclusive of any Sales Charge.

The Selling Price is equivalent to the initial offer price during the initial offer period

and NAV per Unit after the initial offer period.

SFDR Refers to Regulation 2019/2088 on Sustainability-Related Disclosures in the Financial

Services Sector.

**SGD Hedged-class**Represents a Hedged-class issued by the Fund which is denominated in SGD.

**Share or Shares** Means a share or shares of the Target Fund.

Share Class Means a class of Shares.

**Shareholder** Means any investor recorded as an owner of Shares in the register of the Target Fund.

Sophisticated Investor

Refers to any person (a) who falls within any of the categories of investors set out in

Refers to any person (a) who falls within any of the categories of investors set out in Part 1, Schedules 6 and 7 of the CMSA; (b) who acquires unlisted capital market products where the consideration is not less than two hundred and fifty thousand ringgit or equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; or (c) any other person as may be determined by the

SC from time to time under the Guidelines.

Note: For more information, please refer to our website at www.aham.com.my for the current excerpts of Part 1, Schedules 6 and 7 of the CMSA and the list of other

Sophisticated Investors as permitted by the SC under the Guidelines.

## **Special Resolution**

Means 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" 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.

## **Sustainable Investment**

As defined under SFDR, an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste, and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, or an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations, or an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance.

**Target Fund** 

Refers to JPMorgan Funds - America Equity Fund.

**Target Fund Prospectus** 

Means the prospectus of the Target Fund dated 27 December 2022, as amended,

modified or supplemented from time to time.

Trustee

Refers to TMF Trustees Malaysia Berhad.

UCI

Means an undertaking for collective investment.

**UCITS** 

Means an Undertaking for Collective Investment in Transferable Securities governed by the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities.

**Unit or Units** 

Means 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; if the Fund has more than one Class, it means a unit issued for each Class.

**Units in Circulation** 

Means Units created and fully paid for and which have not been cancelled. It is also the total number of Units issued at a particular valuation point.

Unit Holder, you

Means the person / corporation for the time being who, in full compliance to the relevant laws is a Sophisticated Investor pursuant to the Guidelines including a jointholder.

**USD Class** 

Represents a Class issued by the Fund which is denominated in USD.

**US Person** 

Means a US citizen or US tax resident individual (including a green-card holder, an individual with substantial US presence and an individual who has US permanent or mailing address), US corporation, US partnership, US trust or US estate for US federal income tax purposes.

**Valuation Day** 

Means a day on which the Target Fund accepts dealing requests and calculates a net asset value per Share for each Share Class. Subject to any further restrictions specified for the Target Fund, a Valuation Day is a week day other than a day on which any exchange or market on which a substantial portion of the Target Fund's investments is traded, is closed. When dealings on any such exchange or market are restricted or suspended, the Management Company may, in consideration of prevailing market conditions or other relevant factors, decide that a particular day will not be a Valuation Day. 1 January, Easter Monday, 24 – 26 December inclusive and any other day specified in the Target Fund Prospectus in relation to the Target Fund are also non-valuation days. By exception to the above, on 31 December provided it is not a Saturday or Sunday a net asset value per Share for each Share Class will be calculated however no dealing requests will be accepted.

Reference to first person pronouns such as "we", "us" or "our" in this Information Memorandum means the Manager/AHAM.

## ABOUT AHAM WORLD SERIES - AMERICA EQUITY FUND

FUND CATEGORY : Feeder (Wholesale) BASE CURRENCY : USD

FUND TYPE : Growth FINANCIAL YEAR END : 30 September

**DISTRIBUTION POLICY**: The Fund is not expected to make distribution. However, incidental distribution may

be declared whenever is appropriate.

#### INVESTMENT OBJECTIVE

The Fund seeks to achieve capital appreciation over long term period.

Any material change to the Fund's investment objective would require Unit Holders' approval.

### PERFORMANCE BENCHMARK

S&P 500 Index

The risk profile of the Fund is different from the risk profile of the benchmark.

#### ASSET ALLOCATION

- A minimum of 80% of the Fund's NAV to be invested in the Target Fund; and
- > A maximum of 20% of the Fund's NAV to be invested in money market instruments and/or deposits.

## **INVESTMENT STRATEGY**

The Fund will be investing a minimum of 80% of the Fund's NAV in the Target Fund and a maximum of 20% of the Fund's NAV in money market instruments and/or deposits.

We may substitute the Target Fund with another fund that has a similar investment objective with the Fund, if, in our opinion, the Target Fund no longer meets the Fund's investment objective. However, this is subject to the Unit Holder's approval before such change is made.

## **Temporary Defensive Measure**

We may take temporary defensive positions that may be inconsistent with the Fund's principal strategy and asset allocation by reducing its investments in the Target Fund and raise the liquidity levels of the Fund during adverse market conditions that may impact financial markets to protect the Unit Holders' interest. In raising the Fund's liquidity levels, we may also invest in CIS that are able to meet the Fund's investment objective. To manage the risk of the Fund, we may shift the Fund's focus and exposure to lower risk investments such as deposits or money market instruments.

## **Derivatives**

Derivatives trades may be carried out for hedging purposes through financial instruments including, but not limited to, forward contracts, futures contracts and swaps. Futures and forward contracts are generally contracts between two parties to trade an asset at an agreed price on a pre-determined future date whereas swaps is an agreement to swap or exchange two financial instruments between two parties.

The intention of hedging is to preserve the value of the assets from any adverse price movements While the hedging transactions will assist in mitigating the potential foreign exchange losses by the Fund, any potential foreign exchange gains from the hedging strategy will be capped as well.

The Fund adopts commitment approach to measure the Fund's global exposure to derivatives. The commitment approach is a methodology that aggregates the underlying market values or notional values of derivatives after taking into account the possible effects of netting and/or hedging arrangements. The Fund's global exposure from the derivatives position must not exceed 100% of NAV of the Fund at all times.

## **Cross Trades**

We may conduct cross trades between funds which we are currently managing provided that all criteria imposed by the regulators are met. Notwithstanding the aforesaid, cross trades between the personal account of our employee and the Fund's account(s) and between our proprietary trading accounts and the Fund's account(s) are strictly prohibited. Compliance with the criteria would be monitored by our compliance unit, and reported to our compliance and risk management committee to avoid conflict of interests and manipulation that could have a negative impact on investors.

## **PERMITTED INVESTMENTS**

The Fund will invest in the following investments:

- ➤ CIS
- Money market instruments;
- Deposits;
- Derivatives; and
- > Any other form of investments permitted by the SC that is in line with the investment objective and asset allocation of the Fund.

#### **VALUATION POINT OF THE FUND**

The Fund will be valued at 6.00 p.m. on every Business Day (or "trading day" or "T day"). However, if the Fund has exposure to investments outside of Malaysia, the Fund shall be valued at 11.00 a.m. on the next Business Day (or "T + 1 day"). All foreign assets are translated into the Base Currency based on the bid exchange rate quoted by Bloomberg or Refinitiv at 4.00 p.m. (UK time) which is equivalent to 11.00 p.m. or 12.00 midnight (Malaysian time) on the same day, or at such time as stipulated in the investment management standards issued by the FiMM.

## **VALUATION OF ASSETS**

We will ensure that the valuation of the Fund is carried out in a fair manner in accordance to the relevant laws and Guidelines. We will obtain the daily price or value of the assets for the purpose of valuing the Fund in accordance to the Malaysian Financial Reporting Standard 9 issued by the Malaysian Accounting Standards Board. In the absence of daily price or value of the assets, we will use the latest available price or value of the assets respectively. The valuation bases for the permitted investments of the Fund are as follows:

## Unlisted Collective Investment Schemes ("CIS")

Valuation of investments in unlisted CIS shall be based on the last published repurchase price.

## Deposits

Valuation of deposits placed with Financial Institutions will be done by reference to the principal value of the deposits and the interests accrued thereon for the relevant period.

## Money Market Instruments

Valuation of MYR denominated money market instruments will be done using the price quoted by a bond pricing agency ("BPA") registered with the SC. For non-MYR denominated money market instruments, valuation will be done using the average of quotations provided by reputable Financial Institutions. Where the Manager is of the view that the price quoted by BPA differs from the fair value or where reliable market quotations are not available, the fair value will be determined in good faith by the Manager using methods or bases which have been verified by the auditor of the Fund and approved by the Trustee. This may be determined by reference to the valuation of other money market instruments which are comparable in rating, yield, expected maturity date and/or other characteristics.

## Derivatives

Valuation of derivatives will be based on the prices provided by the respective issuers. The issuers generate the market valuation through the use of their own proprietary valuation models, which incorporate all the relevant and available market data with respect to the derivatives (e.g. interest rates, movement of the underlying assets, volatility of the underlying assets, the correlation of the underlying assets and such other factors). For foreign exchange forward contracts ("FX Forwards"), interpolation formula is applied to compute the value of the FX Forwards based on the rates provided by Bloomberg or Refinitiv. If the rates are not available on Bloomberg or Refinitiv, the FX Forwards will be valued based on a fair value as determined in good faith by the Manager, using methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

## Any Other Investments

Fair value as determined in good faith by the Manager, based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

## **ABOUT THE CLASSES**

If you intend to invest in a Class other than MYR Class and MYR Hedged-class, you are required to have a foreign currency account with any Financial Institution as all transactions relating to any foreign currency will ONLY be made through telegraphic transfers.

Classes	USD Class	MYR Hedged -class	SGD Hedged class	AL d- Heda cla	ged-		/IYR class	GBP Hedged- class	EUR Hedged -class	RMB Hedged- class
Initial Offer Price	N/A⁺	N/A <sup>+</sup>	N/A <sup>+</sup>	N/	A <sup>+</sup>		ИYR 50**	GBP 0.50**	EUR 0.50**	RMB 0.50**
	<sup>+</sup> The price shall be ba				dged-	class	, SGD He	dged-class	and AUD H	edged-class
	**The price	of Units o	ffered for	purchase	during	g the	initial o	ffer period.		
Initial Offer Period	The initial AUD Hedge			existing U	SD Cla	iss, N	MYR Hed	ged-class, S	GD Hedge	d-class and
	The initial Informatio			YR Class,	will b	e oi	ne (1) da	ay which is	on the d	ate of this
	be one (1)	day which ed througl	is on the I	aunch dat	e of th	ne pa	articular		he launch d	d-class will date will be nit Holders
Minimum Initial Investment*	USD 10,000	MYR 30,000	SGD 10,000		000 DU		MYR 0,000	GBP 10,000	EUR 10,000	RMB 30,000
Minimum Additional Investment*	USD 5,000	MYR 10,000	SGD 5,000		JD 000		MYR 0,000	GBP 5,000	EUR 5,000	RMB 10,000
Minimum Repurchase Units*	10,000 Units	10,000 Units	10,000 Units		000 its		0,000 Jnits	10,000 Units	10,000 Units	10,000 Units
Minimum Units Held*	10,000 Units	10,000 Units	10,000 Units				0,000 Jnits	10,000 Units	10,000 Units	10,000 Units
Tield	If the balar of Units, yo	ice of your ou will be r oalance of	investme equired to investmer	nt (i.e. tot make an nt. Otherw	al num additi	nber onal	of Units) investm	is less than ent in orde	the minim r to meet t	um holding he required Units in the
Minimum Units Per	20,000	60,000	20,000				0,000	20,000	20,000	60,000
Switch*	Units	Units	Units		its		Jnits	Units	Units	Units
Unitholdings in Different Classes								g Units of th 0,000 to inv		s and other
	Class(es)	USD Class	MYR Hedged- class	SGD Hedged- class	AU Hedg clas	ed-	MYR Class	GBP Hedged- class	EUR Hedged- class	RMB Hedged- class
	NAV per Unit	USD 0.50	MYR 0.50	SGD 0.50	AUD	0.50	MYR 0.50	GBP 0.50	EUR 0.50	RMB 0.50
	Currency exchange	USD 1	USD 1	USD 1	USD		USD 1	USD 1	USD 1	USD 1
	rate	= USD 1	= MYR 4	= SGD 2	= AU		= MYR 4	= GBP 0.75	= EUR 0.95	= RMB 6
	Invested amount	USD 10,000 x USD 1 = USD 10,000	USD 10,000 x MYR 4 = MYR40,000	USD 10,000 x SGD 2= SGD 20,000	USD 10 x AUD AUD 20	2 =	USD 10,00 x MYR 4 = MYR40,00	x GBP 0.75 =	USD 10,000 x EUR 0.95 = EUR 9,500	USD 10,000 x RMB 6 =
	Units received	USD 10,000 ÷ USD 0.50 =	MYR 40,000 ÷ MYR 0.50 = 80,000 Units	SGD 20,000 ÷ SGD 0.50 =	AUD 20 ÷ AUD 0	0,000 0.50 =	MYR 40,00 ÷ MYR 0.50	0 GBP 7,500	EUR 9,500 ÷ EUR 0.50 =	RMB 60,000 RMB 60,000 ÷ RMB 0.50 = 120,000 Units
	Invested an		•			_	,			

<sup>\*</sup> At our discretion, we may reduce the transaction value and Units, including for transactions made via digital channels, subject to terms and conditions disclosed in the respective channels.

Classes	USD Class	MYR Hedged -class	SGD Hedged- class	AUD Hedged- class	MYR Class	GBP Hedged- class	EUR Hedged -class	RMB Hedged- class
	receive les Units and d Units), MY Hedged-cla poll, the vo of Units h advantage meeting to number re	s Units for e 19,000 Unit 'R Hedged- ass (i.e. 40,0 tes by ever- eld by him when votin terminate presenting	of the USD every USD, Gos respectivel class (i.e. 80 000 Units) or y Unit Holder or her. Her at Least threoting at the	BP and EUR y), compare D,000 Units) r RMB Hedg r present in p ice, holding olders' mee a Special Re ee-fourths (3	invested in a d to purchase, SGD Hedged-class (i.e. person or by more numbings. You sl solution will \$/4) of the v	the Fund (i.e. sing Units in ged-class (i.e. 120,000 Ur proxy is proper of Units nould note to alue of the	e. 20,000 Ur MYR Class e. 40,000 Units). Upon a portionate t may not g that in a Ur assed by a	nits, 15,000 (i.e. 80,000 Inits), AUD a voting by o the value ive you an nit Holders' majority in

The Fund may create new Classes without having to seek Unit Holders' prior approval. You will be notified of the issuance of the new Classes by way of communiqué and the investors will be notified of the same by way of a supplemental or replacement information memorandum.

## **ABOUT THE FEES AND CHARGES**

## There are fees and charges involved and you are advised to consider them before investing in the Fund.

You should be aware that all fees, charges and expenses referred to or quoted in this Information Memorandum (including any supplemental information memorandum) and the Deed (including any supplemental deed) are referred to or quoted as being exclusive of any other applicable taxes. We (including the Trustee and other service providers) will charge any other applicable taxes on the fees, charges and expenses in accordance with any other relevant or applicable laws.

## The following are the charges that may be directly incurred by you

## **SALES CHARGE**

Up to 5.50% of the initial offer price of a Class during the initial offer period, and thereafter, on the NAV per Unit of a Class.

#### **REPURCHASE CHARGE**

Nil.

## TRANSFER FEE

Nil.

### **SWITCHING FEE**

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

## The following are the fees and expenses that you may indirectly incur when you invest in the Fund

With the issuance of multiple Classes in the Fund, the indirect fees and/or charges for the Fund are apportioned based on the size of the Class relative to the whole Fund. This means that the multi-class ratio is calculated by taking the "value of a Class before income and expenses" for a particular day and dividing it with the "value of the Fund before income and expenses" for that same day. This apportionment is expressed as a ratio and calculated as a percentage.

As an illustration, assuming there is an indirect fee chargeable to the Fund of USD 100 and assuming further the size of the USD Class over the size of the Fund is 60% whereas the size of the MYR Hedged-class over the size of the Fund is 40%, the ratio of the apportionment based on the percentage will be 60:40, 60% being borne by the USD Class and 40% borne by the MYR Hedged-class.

## **ANNUAL MANAGEMENT FEE**

The management fee is up to 1.80% per annum of the NAV of the Fund (before deducting the management fee and trustee fee) and is calculated using the Base Currency. The management fee is accrued daily and payable monthly to the Manager.

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund is USD 120 million for that day, the accrued management fee for that day would be:

USD 120 million x 1.80%

365 days = USD 5,917.81 per day

The management fee is only charged at the Fund level. The management fee chargeable by the Target Fund will be paid out of the annual management fee charged by us at the Fund level. There is no double charging of the management fee.

## **ANNUAL TRUSTEE FEE**

The trustee fee is up to 0.06% per annum of the NAV of the Fund (excluding foreign custodian fees and charges) (before deducting the management fee and trustee fee) and is calculated using the Base Currency. In addition to the annual trustee fee, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities. The trustee fee is accrued daily and payable monthly to the Trustee.

Please note that the example below is for illustration only:

Assuming that the NAV of the Fund is USD 120 million for that day, the accrued trustee fee for that day would be:

## USD 120 million x 0.06%

365 days = USD 197.26 per day

#### **ADMINISTRATIVE FEE**

Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund or each Class may be charged to the Fund or each Class respectively. These would include (but are not limited to) the following:

- Commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (Where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
- Taxes and other duties charged on the Fund by the government and/or other authorities;
- Costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- Costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- 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;
- Costs and expenses incurred in relation to the distribution of income (if any);
- Any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund;
- 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 or commenced by either of them for the benefit of the Fund or a Class (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);
- Costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent; and
- Other fees and expenses related to the Fund allowed under the Deed.

## MAXIMUM RATE OF FEES AND CHARGES ALLOWABLE BY THE DEED

We may impose higher fees and charges up to the following stated maximum rate, provided that we have taken the necessary procedures to increase the fees and charges.

Sales Charge	6.00% of the NAV per Unit of a Class
Repurchase Charge	1.00% of the NAV per Unit of a Class
Annual Management Fee	3.00% per annum of the NAV of the Fund
Annual Trustee Fee	0.10% per annum of the NAV of the Fund (excluding foreign custodian fees and charges)

## **REBATES AND SOFT COMMISSIONS**

We or any of our delegates thereof will not retain any rebate or soft commission from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the investments of the Fund. Accordingly, any rebate or shared commission should be directed to the account of the Fund.

The soft commissions can be retained by us or any of our delegates thereof provided that:-

- the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- > any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- > we or our delegates will not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

# ABOUT THE TARGET FUND - JPMORGAN FUNDS - AMERICA EQUITY FUND

BASE CURRENCY : USD

INCEPTION DATE OF THE TARGET FUND : 16 November 1988

COUNTRY OF ORIGIN : Luxembourg

**REGULATORY AUTHORITY** : CSSF

## JPMORGAN FUNDS ("THE COMPANY")

The Target Fund is a sub-fund of the Company. The Company is a Société anonyme, qualifying as a société d'investissement à capital variable ("SICAV"). The Company was incorporated on 14 April 1969 and is regulated by the CSSF.

The Company qualifies as an UCITS under Part 1 of the 2010 Law, complies with all applicable UCITS legislation (including EC Directive 2009/65 as amended and related directives and regulations) and is registered on the official list of collective investment undertakings maintained by the CSSF.

## JPMORGAN ASSET MANAGEMENT (EUROPE) S.à r.I ("THE MANAGEMENT COMPANY")

The Board has appointed the Management Company to perform investment management, administrative and marketing functions and as domiciliary agent. The Management Company is a Société à responsabilité limitée (S.à r.l). The Company was incorporated on 20 April 1988 in Luxembourg and is regulated by the CSSF.

The Management Company can delegate to third parties some or all of its activities, subject to applicable laws. For example, so long as it retains control and supervision, the Management Company can appoint one or more investment managers to handle the day-to-day management of the Target Fund's assets, or one or more advisors to provide investment information, recommendations and research concerning prospective and existing investments. The Management Company can also appoint various service providers.

## J.P MORGAN INVESTMENT MANAGEMENT INC. ("THE INVESTMENT MANAGER")

The Investment Manager is regulated by the US Securities and Exchange Commission. The Investment Manager is responsible for day-to-day management of the Target Fund's portfolios in accordance with the Target Fund's investment objective and policies. The Investment Manager may, from time to time, sub-delegate part or all of the investment management function to one or more affiliates of JPMorgan Chase & Co.

## INVESTMENT OBJECTIVE OF THE TARGET FUND

The investment objective of the Target Fund is to provide long-term capital growth by investing primarily in a concentrated portfolio of US companies.

## **INVESTMENT PROCESS OF THE TARGET FUND**

Investment approach:

- Uses a fundamental, bottom-up stock selection process.
- Concentrated, high-conviction portfolio that seeks to identify the most attractive investment ideas from the value and growth investment universes.

## ESG approach:

The Target Fund promotes a broad range of environmental and/or social characteristics through its inclusion criteria for investments that promote environmental and / or social characteristics. It is required to invest at least 51% of its assets in such securities. It also promotes certain norms and values by excluding particular companies from the portfolio.

Through its inclusion criteria, the Target Fund promotes environmental characteristics which may include effective management of toxic emissions and waste, as well as good environmental record. It also promotes social characteristics which may include effective sustainability disclosures, positive scores on labour relations and management of safety issues.

Through its exclusion criteria, the Target Fund promotes certain norms and values such as support for the protection of internationally proclaimed human rights and reducing toxic emissions, by fully excluding companies that are involved in particular activities such as manufacturing controversial weapons and applying maximum revenue, production or distribution percentage thresholds to others such as those that are involved in thermal coal and tobacco. No benchmark has been designated for the purpose of attaining the environmental or social characteristics.

A combination of the Investment Manager's proprietary ESG scoring methodology and/or third-party data are used as indicators to measure the attainment of the environmental and/ or social characteristics that the Target Fund promotes. The methodology is based on a company's management of relevant environmental or social issues such as its toxic emissions, waste management, labour relations and safety issues. To be included in the 51% of the Target Fund's assets promoting environmental and/or characteristics, a company must score in the top 80% relative to its peers on either its environmental score or social score and follow good governance practices.

To promote certain norms and values, the Investment Manager utilises data to measure a company's participation in activities potentially contrary to the Target Fund's exclusion policy such as companies manufacturing controversial weapons. The data may be obtained from investee companies themselves and/or supplied by third party service providers (including proxy data). Data inputs that are self-reported by companies or supplied by third-party providers may be based on data sets and assumptions that may be insufficient, of poor quality or contain biased information. Third party data providers are subject to rigorous vendor selection criteria which may include analysis on data sources, coverage, timeliness, reliability and overall quality of the information, however, the Investment Manager cannot guarantee the accuracy or completeness of such data.

Screening on that data results in full exclusions on certain potential investments and partial exclusions based on maximum percentage thresholds on revenue, production or distribution on others. A subset of the "Adverse Sustainability Indicators" as set out in the EU SFDR Regulatory Technical Standards is also incorporated in the screening and the relevant metrics are used to identify and screen out identified violators.

The Sustainable Investments that the Target Fund partially intends to make are subject to a screening process that seeks to identify and exclude, from qualifying as a Sustainable Investment, those companies which the Investment Manager considers the worst offending companies, based on a threshold determined by the Investment Manager, in relation to certain environmental considerations. Such considerations include climate change, protection of water and marine resources, transition to a circular economy, pollution and protection of biodiversity and ecosystems. The Investment Manager also applies a screen that seeks to identify and exclude those companies that the Investment Manager considers to be in violation of the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights based on data supplied by third party service providers.

The objectives of the Sustainable Investments that the Target Fund partially intends to make may include any individual or combination of the following: environmental objectives (i) climate risk mitigation, (ii) transition to a circular economy; social objectives (i) inclusive and sustainable communities - increased female executive representation, (ii) inclusive and sustainable communities - increased female representation on boards of directors and (iii) providing a decent working environment and culture.

Contribution to such objectives is determined by either (i) products and services sustainability indicators which may include the percentage of revenue derived from providing products and / or services that contribute to the relevant sustainable objective, such as a company producing solar panels or clean energy technology that meets the Investment Manager's proprietary thresholds contributing to climate risk mitigation; or (ii) being an operational peer group leader contributing to the relevant objective. Being a peer group leader is defined as scoring in the top 20% relative to peers based on certain operational sustainability indicators. For example, scoring in the top 20% relative to peers on total waste impact contributes to a transition to a circular economy.

The binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics are:

- The requirement to invest at least 51% of the Target Fund's assets in companies with positive environmental and/or social characteristics.
- The values and norms based screening to implement full exclusions in relation to companies that are involved in certain activities such as manufacturing controversial weapons and applying maximum revenue, production or distribution percentage thresholds to others such as those that are involved in thermal coal and tobacco.
- The requirement for all companies in the portfolio to follow good governance practices.

The Target Fund also commits to investing at least 10% of its assets in Sustainable Investments.

## **INVESTMENT POLICIES OF THE TARGET FUND**

Main investment exposure:

At least 67% of its assets invested in equities of companies that are domiciled or carrying out the main part of their economic activity, in the US. The Target Fund will invest in approximately 20 to 40 companies.

At least 51% of its assets are invested in companies with positive environmental and/or social characteristics that follow good governance practices as measured through the Investment Manager's proprietary ESG scoring methodology and/or third party data.

The Target Fund invests at least 10% of its assets excluding Ancillary Liquid Assets, deposits with credit institutions, money market instruments, money market funds and derivatives for efficient portfolio management ("EPM"), in Sustainable Investments, as defined under SFDR, contributing to environmental or social objectives.

The Investment Manager evaluates and applies values and norms based screening to implement exclusions. To support this screening, it relies on third party provider(s) who identify an issuer's participation in or the revenue which they derive from activities that are inconsistent with the values and norms based screens.

The Target Fund systematically includes ESG analysis in its investment decisions on at least 90% of securities purchased.

Other investment exposures:

Canadian companies.

Up to 20% of its net assets in Ancillary Liquid Assets and up to 20% of its assets in deposits with credit institutions, money market instruments and money market funds for managing cash subscriptions and redemptions as well as current and exceptional payments.

Up to 100% of its net assets in Ancillary Liquid Assets for defensive purposes on a temporary basis, if justified by exceptionally unfavourable market conditions.

## Derivatives:

- Used for EPM and hedging.
- Types: Futures.
- Total Return Swap ("TRS") including Contracts for Difference ("CFD"): none.
- Global exposure calculation method: commitment.

Techniques and instruments:

Securities lending: 0% to 20% expected; 20% maximum.

Currencies:

Target Fund's base currency: USD

Currencies of asset denomination: typically, USD.

Hedging approach: not applicable.

## INVESTMENT RESTRICTIONS OF THE TARGET FUND

## **Permitted Assets, Techniques and Instruments**

The table below describes the types of assets, techniques, and instruments that the Target Fund can invest in and use.

The Target Fund shall not acquire assets that come with unlimited liability attached, underwrite securities of other issuers, or issue warrants or other rights to subscribe for its Shares.

	Security/Transaction	Requirements	Details
1.	Transferable securities and money market instruments	Must be listed or traded on a Regulated Market.	Recently issued securities must include in their terms of issue a commitment to apply for official listing on a Regulated Market and such admission must be received within 12 months of issue.
2.	Money instruments that do not meet the requirements in row 1	Must be subject (at the securities or issuer level) to regulation aimed at protecting investors and savings and must meet one of the following:  • be issued or guaranteed by a central, regional or local authority, or a central bank of an EU Member State, the European Central Bank, the European Investment Bank, the EU, a public international body to which at least one EU Member State belongs, a sovereign nation, or a member state of a federation;  • be issued by an undertaking of any securities that qualify under row 1 (with exception of recently issued securities); or  • be issued or guaranteed by an institution that is subject to, and complies with, EU prudential supervision rules or other rules the CSSF considers to be at least as stringent.	Can also qualify if the issuer belongs to a category approved by the CSSF, is subject to investor protections that are equivalent to those described directly at left, and meets one of the following criteria:  • is issued by a company with at least EUR 10 million in capital and reserves that publishes annual accounts consistent with fourth Directive 78/660/EEC;  • is issued by an entity dedicated to financing a group of companies at least one of which is publicly listed; or  • is issued by an entity dedicated to financing securitization vehicles that benefit from a banking liquidity line.
3.	Transferable securities and money market instruments that do not meet the requirements in rows 1 and 2	Limited to 10% of the Target Fund's assets.	
4.	Units of UCITS or other UCIs that are not linked to the Company*	Must be limited by constitutional documents to investing no more than 10% of assets in aggregate in other UCITS or other UCIs. If the target investment is an "other UCI", it must:  • invest in UCITS-allowable investments;  • be authorised by an EU Member State or by a state the CSSF considers to have equivalent laws on supervision, with adequate cooperation between authorities sufficiently ensured.	<ul> <li>issue annual and semi-annual reports that enable an assessment of assets, liabilities, income and operations over the reporting period; and</li> <li>offer investor protections that are equivalent to those of a UCITS, in particular as to the rules on asset segregation, borrowing, lending and uncovered sales.</li> </ul>

	Security/Transaction	Requirements	Details
5.	Units of UCITS or other UCIs that are linked to the Company*	Must meet all requirements in row 4.  The Company's annual report must state the total annual management	The underlying UCITS/UCI cannot charge the Target Fund any fees for buying or redeeming shares.
		and advisory fees charged both to the Target Fund and to the UCITS/other UCIs in which the Target Fund has invested during the relevant period.	Company policy: there is no net annual management fee charged to the Target Fund by any linked UCITS/UCIs.
6.	Shares of other sub- funds of the Company ("target sub-funds")	Must meet all requirements in row 5.  The target sub-funds cannot invest, in turn, in the Target Fund (reciprocal ownership).	The Target Fund surrenders all voting rights in shares it acquires.  The shares do not count as assets of the Target Fund for purposes of minimum asset thresholds imposed by the 2010 Law.
7.	Real estate and commodities, including precious metals	Direct ownership of precious metals and other commodities, or certificates representing them, is prohibited. Indirect investment exposure is allowed through permitted investments outlined in this table.	The Target Fund may only directly purchase real estate or other tangible property that is directly necessary to its business.
8.	Deposits with credit institutions	Must be repayable or withdrawable on demand, and any maturity date must be no more than 12 months.	The credit institutions must either have a registered office in an EU Member State or, if not, be subject to prudential supervision rules the CSSF consider to be at least as stringent as EU rules.
9.	Ancillary Liquid Assets	Limited to 20% of the Target Fund's net assets for managing cash subscriptions and redemptions as well as current and exceptional payments. Up to 100% of the Target Fund's net assets on a temporary basis, if justified by exceptionally unfavourable market conditions to mitigate risks relative to such exceptional market conditions in the best interests of shareholders.	
10.	Derivatives and equivalent cash- settled instruments	Underlying assets must be those described in rows 1, 2, 4, 5, 6 and 8 or must be financial indices, interest rates, foreign exchange rates or currencies consistent with the Target Fund's investment objectives and policies. All usage must be adequately captured by the risk management process described in "About the Risk Management Process of the Target Fund" below.	

Security/Transaction	Requirements	Details
Security/Transaction  11. Securities lending and repurchase transactions	Requirements  Must be used for efficient portfolio management only.  The volume of transactions must not interfere with the Target Fund's pursuit of its investment policy or its ability to meet redemptions. With loans of securities and with repurchase transactions, the Target Fund must ensure that it has sufficient assets to settle the transaction.  All counterparties must be subject to EU prudential supervision rules or to rules the CSSF consider to be at least as stringent.  The Target Fund may lend securities: directly to a counterparty-  • through a lending system organised by a financial institution that specialises in this type of transaction; and	For each transaction, the Target Fund must receive and hold collateral that is at least equivalent, at all times during the lifetime of the transactions, to the full current value of the securities lent.  The Target Fund must have the right to terminate any of these transactions at any time and to recall the securities that have been lent or are subject to the repurchase agreement.
	<ul> <li>through a standardised lending system organised by a recognised clearing institution.</li> </ul>	
12. Borrowings	The Target Fund is not allowed to borrow in principle except if it is on a temporary basis and represent no more of 10% of the Target Fund's assets.	The Target Fund may however acquire foreign currency by means of back-to-back loans.
13. Short sales	Direct short sales are prohibited.	Short positions may be acquired only through derivatives.

<sup>\*</sup>A UCITS/UCI is considered to be linked to the Company if both are managed or controlled by the same Management Company or another affiliated entity.

In keeping with Luxembourg law, the Management Company has implemented a policy that restrict investments in securities issued by companies that have been identified by third party providers as being involved in the manufacture, production or supply of cluster munitions, depleted uranium ammunition and armour or anti-personnel mines.

## **Diversification Requirements**

To ensure diversification, the Target Fund cannot invest more than a certain percentage of its assets in one issuer or single body, as defined below.

For purposes of this table, companies that share consolidated accounts in accordance with Directive 2013/341/EU or with recognised international accounting rules are considered to be a single body.

				Maximum investment, as a % of the Target Fund's n assets (except where noted)		
	Category of securities	In any one issuer	In aggregate	Other restrictions	Exceptions	
A.	Transferable securities and money market instruments issued or guaranteed by	35%	35%		The Target Fund may invest up to 100% of its assets in as few as six issues if it is investing in accordance with the principle of risk	

					s a % of the Target Fund's net pt where noted)
Category of securities	In any one issuer	In aggr	egate	Other restrictions	Exceptions
a sovereign nation, any EU public local authority, or any public international body to which one or more EU Member States belongs.					spreading and meets both of the following criteria:  it invests no more than 30% in any one issue; and  the securities are issued by an EU Member State, its local authorities or agencies, a member state of the OECD or of the G20, Singapore, Hong Kong or by a public international bodies of which one or more EU Member State belongs.  The exception described for row B applies to this row as well.
B. Any transferable securities and money market instruments other than those described in row A.	10%	20%		20% in transferable securities and money market instruments within the same group. 40% in aggregate in all issuers in which the Target Fund has invested more than 5% of its assets (does not include deposits with financial institutions subject to prudential supervision and securities referred to under row A).	
C. Deposits with credit institutions.	20%				
D. OTC derivatives with a counterparty that is a credit institution as defined in row 8 of the table above.	Max risk exposure 10%				
E. OTC derivatives with any other counterparty.	Max risk exposure 5%				
F. Units of UCITS or UCIs as defined in rows 4 and 5 of the table above	With no specthe Target Fand policies, 1 in one or mor UCIs. With statement:  20% in an UCI	und's ob 10% in agg e UCITS o a s	ojective gregate or other specific	Target sub-funds of an umbrella structure whose assets and liabilities are segregated are considered as a separate UCITS or other UCI.  Assets held by the UCITS or other UCIs do not	

			Maximum investment, as a s assets (except v	•
Category of securities	In any one issuer	In aggregate	Other restrictions	Exceptions
	UCIs othe	nggregate in all r than UCITS aggregate in all	count for purposes of complying with rows A to E of this table.	

## **Limits to Prevent Concentration of Ownership**

These limits are intended to prevent the Target Fund from the risks that could arise (for itself or an issuer) if it were to own a significant percentage of a given security or issuer.

Category of securities	Maximum owne	rship, as a % of the to	otal value of the securities issued
Securities carrying voting rights	Less than would enable the Target Fund to exercise significant influence over the management of an issuer.		These rules do not apply to:     securities described in row A of the table above;     shares of a non-EU company that invests mainly in its home country and represents the only way to invest in that country in
Non-voting securities of any one issuer  Money market securities of any one issuer	10%	These limits can be disregarded at purchase if at that	<ul> <li>accordance with the 2010         Law; and         shares of subsidiaries that provide management, advice or marketing in their country, when done as a way     </li> </ul>
Shares of any UCITS or other UCI	25%	time the gross amount of money market instruments, or the net amount of the instruments in issue, cannot be calculated.	of effecting repurchase transactions for Shareholders in accordance with the 2010 Law.

The Target Fund does not need to comply with the investment limits described above under "Diversification Requirements" and "Limits to Prevent Concentration of Ownership" when exercising subscription rights attaching to transferable securities or money market instruments which form part of its assets, so long as any violations of the investment restrictions resulting from the exercise of subscription rights are corrected as described above under "Investment Restrictions of the Target Fund".

## HOW THE TARGET FUND USES DERIVATIVES, INSTRUMENTS AND TECHNIQUES.

The Target Fund may use derivatives for any of the following purposes as described below:

Hedging

Derivatives used for the purpose of hedging seek to reduce risk such as credit risk and market risk. Hedging can take place at a portfolio level.

Efficient Portfolio Management ("EPM")

EPM means the cost-effective use of derivatives, instruments and techniques to reduce risks or costs or to generate additional capital or income. The techniques and instruments will relate to transferable securities or money market instruments, and the risks generated will be consistent with the Target Fund's risk profile and be adequately captured by the risk management process.

The Target Fund may enter into listed futures contracts on equities, indices, or other instruments or options on such contracts.

## Types of Instruments and Techniques the Target Fund Can Use

The Target Fund may also use the following instruments and techniques for the purposes of EPM (as described above):

Securities lending

The lending of any transferable securities or money market instruments the Target Fund holds to counterparties approved by the Company (which may include affiliates of JPMorgan Chase & Co). All securities lent will be held in custody by the depositary (or a sub-custodian acting on the depositary's behalf) in a registered account open in the depositary's books for safekeeping. The generally low levels of counterparty risk and market risk associated with securities lending are further mitigated by, respectively, counterparty default protection from the lending agent and the receipt of collateral. Securities lending is an EPM technique used by the Target Fund to enhance returns consistent with the Target Fund's risk profile in order to meet the investment objective of the Target Fund. It is not a technique that contributes to the implementation of the investment strategy of the Target Fund. When securities are lent, the lending agent charges a fee to the borrower, based on demand / market conditions which generates additional income for the Target Fund. In addition, cash collateral provided by the borrower may be re-invested to produce additional returns.

## **Disclosures of Use of Instruments and Techniques**

Securities lending

The expected and maximum proportion of the net asset value of the Target Fund that can be lent out is disclosed above in "Investment Policies of the Target Fund".

## **Counterparties to Derivatives and Techniques**

The Company or the Management Company as its authorised delegate must approve counterparties before they can serve as such for the Target Fund. To be approved a counterparty must:

- be considered creditworthy by the Management Company;
- 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 applied to the selection process, these elements are typically taken into account;
- · comply with prudential rules considered by the CSSF as equivalent to EU prudential rules; and
- typically have a public credit rating of at least A-.

No counterparty to the Target Fund's derivative can serve as an investment manager of the Target Fund or otherwise have any control or approval over the composition or management of the Target Fund's investments or transactions or over the assets underlying a derivative.

## **Collateral Policies**

These policies apply to assets received from counterparties in connection with transactions in securities lending and other than currency forwards. Such collateral must meet the requirements of ESMA guidelines 2014/937 including the standards for liquidity, valuation, issue, credit quality, correlation and diversification. Collateral received from a counterparty in any transaction may be used to offset the overall exposure to that counterparty.

In general, for collateral received in connection with EPM, no single issue, measured across all counterparties, should account for more than 20% of the Target Fund's net asset value.

In addition, for securities lending, the collateral received is of high quality and the risks are mitigated by the lending agent's agreement to indemnify against counterparty default. As a result, no maturity constraints apply to the collateral received.

An appropriate stress testing policy is in place for the Target Fund if it receives collateral for at least 30% of its assets to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable an adequate assessment of the liquidity risks attached to the collateral.

Collateral will be valued on each Valuation Day, using the last available market prices and taking into account appropriate discounts determined for each asset class based on the haircut as set out in "Permitted Collateral and Levels of Collateralisation" below. The collateral will be marked to market daily and may be subject to daily variation margin requirements.

## **Permitted Collateral and Levels of Collateralisation**

Where the Target Fund enters into securities lending, the permitted types of collateral, level of collateral required and haircut policies (the discount the Target Fund applies to collateral value as a way of limiting exposure to market and liquidity risk) are as shown below. These haircut levels are systematically applied to all collateral received by the Target Fund and are not reviewed or modified when valuing the collateral.

Activity	Securities lending
Level of collateralisation	Full collateralisation plus a haircut, expressed below as a
	percentage of gross counterparty exposure.

Collateral types accepted:	
Cash	2%
Cash with a mismatch of currency of exposure and currency of collateral	5%
High quality government bonds	2%
High quality government bonds with a mismatch of currency of exposure and currency of collateral	5%
US treasuries (bills, bonds, notes and strips)	2%
Equities	10%

## Lending Agent, Collateral Agent and Collateral Manager

For securities lending, the current lending agent and collateral agent is J.P. Morgan SE – Luxembourg Branch.

## **Reinvestment of Collateral**

Cash collateral will either be placed in bank deposits or invested in high-quality government bonds or short-term money market funds that calculate a daily net asset value and are rated AAA or equivalent. To the extent required by the CSSF, reinvestment of cash collateral must be taken into account for the calculation of the Target Fund's global exposure. All investments will meet diversification requirements disclosed above.

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

## **Counterparty and Collateral Risk**

Collateral is received from counterparties in connection with transactions in securities lending other than currency forwards. A counterparty may become unable or unwilling to meet its obligations to the Target Fund, resulting in losses to the Target Fund.

In the event of default, the counterparty would forfeit its collateral on the transaction. However, if a transaction is not fully collateralised, the collateral may not cover the credit exposure to the counterparty. Collateral may be held either by the depositary or its sub-custodians or by a third-party custodian and there is a risk of loss if the custodian or sub-custodian are negligent or become insolvent.

## ABOUT THE RISK MANAGEMENT PROCESS OF THE TARGET FUND

Global exposure is a measure designed to monitor the Company's use of derivatives and is used as part of the overall risk management process. The Company must ensure that the global exposure of the Target Fund relating to derivatives does not exceed 100% of the total net assets of the Target Fund. The Target Fund's overall risk exposure shall consequently not exceed 200% of its total net assets. In addition, this overall risk exposure may not be increased by more than 10% by means of temporary borrowings so that the Target Fund's overall risk exposure may not exceed 210% of the Target Fund's total assets under any circumstances.

Approach	Description
Commitment	The Target Fund calculates its global exposure by taking into account either the market value of an equivalent position in the underlying asset or the derivative's notional value, as appropriate. This approach allows the Target Fund to reduce its global exposure by taking into account the effects of any hedging or offsetting positions. Note that with the
	commitment approach, certain types of risk-free transactions, leverage-free
	transactions and non- leveraged swaps can be excluded from the calculation.

## FEES AND CHARGES OF THE TARGET FUND

Initial Charge	Up to 5.00% of the net asset value per Share.  Please note that the Fund will not be charged the initial charge when it invests in the Target Fund.	
Switch Charge	Up to 1.00% of the net asset value per Share.  Please note that the Fund will not be charged the switch charge when it switches from a Share Class to another Share Class.	
Redemption Charge	Up to 0.50% of the net asset value per Share.  Please note that the Fund will not be charged the redemption charge when it redeems from the Target Fund.	
Performance Fee	Not applicable.	
Annual Management and Advisory Fee	Up to 1.50% per annum of the net asset value of the Target Fund.  Please note that management fee will only be charged once at the Fund level.  The management and advisory fee charged by the Target Fund will be paid out of the annual management fee charged by us at the Fund level. There is no double charging of management fee.	
Distribution Fee	Up to 0.75% of the net asset value per Share.	
Other Fees and Expenses	The Target Fund may also incur indirect fees including the operating and administrative expenses of up to 0.30% of the net asset value per Share.	

## SUSPENSION OF CALCULATION OF NET ASSET VALUE OF THE TARGET FUND

Temporarily suspend or defer the calculation of net asset value or deals in the Target Fund and/or its Share Class when any of the following is true:

- any exchange or market, on which a substantial portion of the Company's investments is traded, is closed, otherwise than for public holidays, or while dealings on any such exchange or market are restricted or suspended;
- any transfer of funds involved in the realisation, acquisition or disposal of investments or payments due on sale
  of such investments by the Company cannot, in the opinion of the Directors, be effected at normal prices or rates
  of exchange or be effected without seriously prejudicing the interests of the Shareholders or the Company;
- a breakdown exists in any of the communications normally employed in valuing any of the Company's assets, or there is any other reason that the price or value of any of the Company's assets cannot be promptly and accurately ascertained;
- the Company, the Target Fund or a Share Class is being, or may be, wound up on or following the date on which notice is given of the meeting of Shareholders at which a resolution to wind up the Company, the Target Fund or a Share Class is proposed;
- any state of affairs exists that, in the view of the Board, constitutes an emergency as a result of which disposal or valuation of investments of the Target Fund by the Management Company is impracticable;
- the Board has determined that there has been a material change in the valuation of a substantial proportion of the investments of the Company attributable to a particular sub-fund of the Company, and has further decided, in order to safeguard the interests of the Shareholders of the Company and the Target Fund, to delay the preparation or use of a valuation or carry out a later or subsequent valuation;
- the net asset value of any subsidiary of the Company may not be determined accurately;
- in the case of a merger, if the Board deems this to be justified for the protection of the Shareholders; and/or
- any other circumstance exists where a failure to do so might result in the Company or its Shareholders incurring
  any liability to taxation or suffering other pecuniary disadvantages or other detriment that the Company or its
  Shareholders might not otherwise have suffered.

A suspension will apply to all types of deals in shares (except transfers) and will apply at the Target Fund or Share Class level as applicable.

In connection with suspensions the Company will refuse to accept requests to buy, switch or redeem Shares during the time the Board has suspended the calculation of its net asset value. During this time Shareholders may withdraw their request. Any requests that are not withdrawn will be dealt on the next Valuation Day once the suspension is over.

Shareholders will be informed of any suspension or deferral as appropriate.

Limit how many Shares are redeemed for the Target Fund on any Valuation Day.

On any Valuation Day, the Management Company will not be obliged to process redemption and switch out requests in their entirety, when the total net outflow from the Target Fund exceeds 10% of the total net assets of the Target Fund. The Management Company may decide that redemption and switch out requests in excess of 10% shall be deferred to the next Valuation Day. All redemption and switch out requests whose processing is delayed by this, either partially or in full, will be processed in the order of the Valuation Day on which they were accepted for redemption, subject to any suspensions of dealing requests or further imposition of the 10% daily limit.

This Information Memorandum describes the features of the Target Fund in accordance with the Target Fund Prospectus and we recommend that this Information Memorandum should be read in conjunction with the Target Fund Prospectus which is available at the business address of the Manager. We take all reasonable efforts to ensure the accuracy of the disclosure in this Information Memorandum in relation to the Target Fund, including obtaining the confirmation from an Investment Manager. However, in the event of any inconsistency or ambiguity in relation to the disclosure, including any word or phrase used in this Information Memorandum regarding the Target Fund as compared to the Target Fund Prospectus, the Target Fund Prospectus shall prevail.

# UNDERSTANDING THE RISKS OF THE FUND AND THE TARGET FUND

Below are the risks associated with the investments of the Fund and the Target Fund.

It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not possible to protect investments against all risks. You are recommended to read the whole of this Information Memorandum to assess the risks associated to the Fund. If necessary, you should consult your professional adviser(s) for a better understanding of the risks.

	GENERAL RISKS OF THE FUND
Market risk	Market risk arises because of the factors that affect the entire market place. Factors such as economic growth, political stability and social environment are some examples of conditions that have an impact on businesses, whether positive or negative. Market risk cannot be eliminated but may be reduced through diversification. It stems from the fact that there are economy-wide perils, or instances of political or social instability which threaten all businesses. Hence, the Fund will be exposed to market uncertainties and fluctuations in the economic, political and social environment that will affect the market price of the investments either in a positive or negative way.
Fund management risk	This risk refers to the day-to-day management of the Fund by us which will impact the performance of the Fund. For example, investment decisions undertaken by us as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant laws or guidelines due to factors such as human error, fraud, dishonesty or weaknesses in operational process and systems, may adversely affect the performance of the Fund.
Performance risk	The Fund is a feeder fund which invests in another CIS, namely the Target Fund. The performance of the Fund very much depends on the performance of the Target Fund. If the Target Fund does not perform in accordance with its investment objective, the performance of the Fund will also be impacted negatively. The performance of the Target Fund and consequently of the Fund may go down as well as up, depending on the circumstances prevailing at a particular given time. On that basis, there is never a guarantee that investing in the Fund will produce a positive investment returns in accordance with its investment objective.
Inflation risk	This is the risk that your investment in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce your purchasing power even though the value of the investment in monetary terms has increased.
Loan / Financing risk	This risk occurs when you take a loan/financing to finance your investment. The inherent risk of investing with borrowed/financed money includes you being unable to service the loan/financing repayments. In the event Units are used as collateral, you may be required to top-up your existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the loan/financing.
Operational risk	This risk refers to the possibility of a breakdown in the Manager's internal controls and policies. The breakdown may be a result of human error, system failure or fraud where employees of the Manager collude with one another. This risk may cause monetary loss and/or inconvenience to you. The Manager will review its internal policies and system capability to mitigate instances of this risk. Additionally, the Manager maintains a strict segregation of duties to mitigate instances of fraudulent practices amongst employees of the Manager.

	GENERAL RISKS OF THE FUND
Related party transaction risk	The Fund may also have dealings with parties related to AHAM. Nevertheless, it is our policy that all transactions with related parties are to be executed on terms which are best available to the Fund and which are not less favourable to the Fund than an arm's length transaction between independent parties.
Suspension of repurchase request risk	Having considered the best interests of Unit Holders, the repurchase requests by the Unit Holders may be subject to suspension due to exceptional circumstances, where the market value or fair value of a material portion of the Fund's assets cannot be determined or such other circumstances as may be determined by the Manager, where there is good and sufficient reason to do so.
	Such exceptional circumstances may include, amongst other, suspension of dealing by the Target Fund. In such case, Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund.

	SPECIFIC RISKS OF THE FUND
Concentration risk	The Fund is a feeder fund which invests in a single CIS. Any adverse effect on the Target Fund will inevitably affect the Fund as well. The performance of the Fund is also dependent on the performance of the Target Fund. This risk may be mitigated as we are allowed to take temporary defensive positions in response to adverse market conditions. We are also able to substitute the Target Fund with another fund with similar investment objective of the Fund if, in our opinion, the Target Fund no longer meets the Fund's investment objective subject to Unit Holders' approval.  For better understanding of the risks associated to the Target Fund, please refer to the "Risks of the Target Fund" below.
Liquidity risk	This is the risk that the Shares of the Target Fund that is held by the Fund cannot be readily sold and converted into cash. This can occur when there is a restriction on realisation of Shares of the Target Fund. The Investment Manager may suspend the realisation of Shares of the Target Fund, or delay the payment of realisation proceeds in respect of any realisation request received, during any period in which the determination of the net asset value of the Target Fund is suspended. As a result, the Fund may not be able to receive the repurchase proceeds in a timely manner which in turn may delay the payment of repurchase proceeds to the Unit Holders. In managing liquidity risk, we will maintain sufficient liquidity level for the purposes of meeting repurchase requests.  Please refer to the "Suspension of Dealing in Units" section of this Information Memorandum for more details.
Counterparty risk	Counterparty risk is the risk associated with the ongoing ability and willingness of the issuers to derivatives ("Investments") to fulfill their respective financial commitments to the Fund in a timely manner. Bankruptcy, fraud or regulatory non-compliance arising out of and/or in connection with the issuer may impair the operations and/or the performance of the Fund. However, we will conduct stringent credit selection process of the issuer of the Investments prior to commencement of Investments and monitoring mechanisms established by us may potentially mitigate this risk. If, we are of the opinion there is material adverse change to an issuer, we may consider unwinding the issuer's Investments to mitigate potential losses that may arise.
Country risk	Investments of the Fund in the Target Fund which is domiciled in Luxembourg may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of Luxembourg. For example, the deteriorating economic condition of that country may adversely affect the value of the investments undertaken by the Fund and in turn may cause the NAV of the Fund or prices of Units to fall.

## SPECIFIC RISKS OF THE FUND As the investments of the Fund may be denominated in currencies other than the Base **Currency risk** Currency, any fluctuation in the exchange rate between the Base Currency and the currencies in which the investments are denominated may have an impact on the value of these investments. You should be aware that if the currencies in which the investments are denominated (other than in USD) depreciate against the Base Currency, this will have an adverse effect on the NAV of the Fund in the Base Currency and vice versa. You should note that any gain or loss arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investment. Currency risk at the Fund level The impact of the exchange rate movement between the Base Currency and the currency of the underlying investments of the Fund (other than in USD) may result in a depreciation of the value of the investments as expressed in the Base Currency. Currency risk at the Class level The impact of the exchange rate movement between the Base Currency and the currency of the respective Classes (other than USD Class) may result in a depreciation of your holdings as expressed in the Base Currency. Currency risk at the Hedged-class level Currency hedging reduces the effect of exchange rate movements for the Hedged-class, but it does not entirely eliminate currency risk between the Hedged-class and the Base Currency (not a perfect hedge). Hence, the unhedged portion of the respective Hedgedclass will still be affected by the exchange rate movements and it may cause fluctuation of NAV of the respective Hedged-class. You should note, however, that if the exchange rate moves favourably, the Hedged-class would not benefit from any upside in currency movement due to the hedging strategy. In addition, hedging is subject to a minimum investment size of entering into a forward contract and the cost of hedging which may affect returns of the respective Hedged-class. The Target Fund (which the Fund invests in) is managed by the Investment Manager. It **Investment Manager risk** is important to note that the Manager has no control over the investment management techniques and operational controls of the Target Fund. Thus, mismanagement of the Target Fund (i.e. breach of its prescribed investment restriction due to human error) may negatively affect the Fund (as an investor of the Target Fund). Should such a

	RISKS OF THE TARGET FUND
Fund structure risks	The Board may decide to liquidate the Target Fund under certain circumstances.     It is possible that the net proceeds of any liquidation for a Shareholder may be less than the amount they initially invested.
	<ul> <li>In the event the Board decides to suspend the calculation of net asset value per Share or to defer redemption and switch requests for the Target Fund, Shareholders may not receive the proceeds of their investment at the desired time or price.</li> </ul>
	• If a large proportion of the Shares of the Target Fund are held by a small number of Shareholders, or a single Shareholder, including funds or mandates over which the Investment Manager or its affiliates have investment discretion, the Target Fund is subject to the risk that these Shareholder(s) redeem their Shares in large amounts. These transactions could adversely affect the Target Fund's ability to conduct its investment policies and/or the Target Fund becomes too small to operate efficiently and needs to be liquidated or merged.

of the Unit Holders has been obtained.

situation arise, the Manager may propose to invest in other alternative CIS that is consistent with the investment objective of the Fund provided always that the approval

### **RISKS OF THE TARGET FUND**

## Regulatory risks

- The Company is domiciled in Luxembourg. Therefore, any protections provided by the regulatory framework of other jurisdictions may differ or may not apply.
- The Company qualifies as a UCITS and is subject to the investment laws, regulations and guidance set down by the EU, the ESMA and the CSSF. As a result of the Target Fund being managed by an affiliate of JPMorgan Chase & Co. or being registered in other jurisdictions, it may be subject to narrower investment restrictions which could limit its investment opportunities.
- The Management Company is a member of JPMorgan Chase & Co. and is therefore subject to additional banking rules and regulations in the US which may also impact the Company and its investors. For instance, under the Volcker Rule, a US regulation, JPMorgan Chase & Co., together with its employees and directors, cannot own more than 25% of the Target Fund beyond the permitted seeding period (generally three years from the date of the launch of the Target Fund); as a result, in cases where JPMorgan Chase & Co. continues to hold a seed position representing a significant portion of the Target Fund's assets at the end of the permitted seeding period, it may be required to reduce its seed position and the anticipated or actual redemption of Shares owned by JPMorgan Chase & Co. could adversely affect the Target Fund. This may require the sale of portfolio securities before it is desirable, resulting in losses to other Shareholders or could result in the liquidation of the Target Fund.
- LIBOR discontinuance or unavailability risk

LIBOR rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. The UK Financial Conduct Authority has announced that certain tenors and currencies of LIBOR will cease to be published or representative of the underlying market and economic reality they are intended to measure on certain future dates. There is no assurance that the dates announced by the Financial Conduct Authority will not change or that the administrator of LIBOR and/or regulators will not take further action that could impact the availability, composition or characteristics of LIBOR or the currencies and/or tenors for which LIBOR is published, and it is recommended that Shareholders consult their advisors to stay informed of any such developments. Public and private sector industry initiatives are currently underway to implement new or alternative reference rates to be used in place of LIBOR. There is no assurance that any such alternative reference rate will be similar to or produce the same value or economic equivalence as LIBOR or that it will have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability, which may affect the value or liquidity or return on certain of the Target Fund's derivatives and other instruments or investments comprising some or all of the Target Fund's portfolio and result in costs incurred in connection with closing out positions and entering into new trades. These risks may also apply with respect to changes in connection with other interbank offering rates (e.g., Euribor) and a wide range of other index levels, rates and values that are treated as benchmarks and are the subject of recent regulatory reform.

## **Political risks**

The value of the Target Fund's investments may be affected by uncertainties such as international political developments, civil conflicts and war, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. For example, assets could be compulsorily re-acquired without adequate compensation. Events and evolving conditions in certain economies or markets may alter the risks associated with investments in countries or regions that historically were perceived as comparatively stable becoming riskier and more volatile. These risks are magnified in emerging market countries.

	RISKS OF THE TARGET FUND	
Legal risks	• There is a risk that legal agreements in respect of certain derivatives, instruments and techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in tax or accounting laws. In such circumstances, the Target Fund may be required to cover any losses incurred. Furthermore, certain transactions are entered into on the basis of complex legal documents. Such documents may be difficult to enforce or may be the subject of a dispute as to interpretation in certain circumstances. Whilst the rights and obligations of the parties to a legal document may be governed by English law, in certain circumstances (for example insolvency proceedings) other legal systems may take priority which may affect the enforceability of existing transactions.	
	• The Company might be subject to certain contractual indemnification obligations the risk of which may be increased in respect of the Target Fund. The Company will not, and potentially none of the service providers, carry any insurance for losses for which the Company may be ultimately subject to an indemnification obligation. Any indemnification payment with respect to the Target Fund would be borne by the Target Fund and will result in a corresponding reduction in the price of the Shares.	
Management risk	As the Target Fund is actively managed, it relies on the skill, expertise and judgement of the Investment Manager. There is no guarantee that the investment decisions made by the Investment Manager or any investment processes, techniques or models used will produce the desired results.	
	• For liquidity and to respond to unusual market conditions, the Target Fund, in accordance with its investment policy, may invest all or most of its assets in Ancillary Liquid Assets for temporary defensive purposes. Investments in Ancillary Liquid Assets may result in lower yield than other investments, which if used for temporary defensive purposes rather than an investment strategy, may prevent the Target Fund from meeting its investment objective.	
Concentration risk	To the extent that the Target Fund invests a large portion of its assets in a limited number of securities, issuers, industries, sectors, or within a limited geographical area, it is likely to be more volatile and carry a greater risk of loss than a sub-fund of the Company that invests more broadly.	
	When the Target Fund is concentrated in a particular country, region, or sector, its performance will be more strongly affected by any political, economic, environmental or market conditions within that area or affecting that economic sector.	
Derivatives risk	The value of derivatives can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the derivative and therefore, investment in such instruments may result in losses in excess of the amount invested by the Target Fund.	
	The pricing and volatility of many derivatives sometimes diverges from strictly reflecting the pricing or volatility of their underlying reference asset(s). In difficult market conditions, it might be impossible or unfeasible to place orders that would limit or offset the market exposure or financial losses created by certain derivatives.	
	Changes in tax, accounting, or securities laws could cause the value of a derivative to fall or could force the Target Fund to terminate a derivative position under disadvantageous circumstances.  Exchange-traded derivatives:	
	While exchange-traded derivatives are generally considered lower-risk than OTC derivatives, there is still the risk that a suspension of trading in derivatives or in their underlying assets could make it impossible for the Target Fund to realise gains or avoid losses, which in turn could cause a delay in handling redemptions of Shares. There is also a risk that settlement of exchange-traded derivatives through a transfer system might not happen when or as expected.	
	Risks relating to specific derivative instruments:  • Futures: The amount of initial margin relative to the value of a futures contract is small so transactions may be "leveraged" or "geared" in terms of market exposure. A relatively small market movement will therefore have a proportionately larger impact which may work for or against the investor.	

	RISKS OF THE TARGET FUND
Hedging risk	Any measures that the Target Fund takes that are designed to offset specific risks could work imperfectly, might not be feasible at times, or could fail completely. The Target Fund can use hedging within its portfolio to mitigate, duration, market or credit risk. Hedging involves costs, which reduce investment performance.
Security exclusion risk	Exclusion of companies from the Target Fund's portfolio that do not meet certain ESG criteria or are not considered socially responsible may cause the Target Fund to perform differently compared to similar sub-funds of the Company that do not have such a policy.
Securities lending risk	The use of securities lending exposes the Target Fund to counterparty risk and to liquidity risk. The default of a counterparty, together with any fall in value of the collateral (including the value of any reinvested cash collateral) below that of the value of the securities lent, may result in a loss to the Target Fund and may restrict the Target Fund's ability to meet delivery obligations under security sales or redemption requests.
Short positions risk	Taking a short position (a position whose value moves in the opposite direction from the value of the security itself) through derivatives creates losses for the Target Fund when the underlying security's value rises. These losses are theoretically unlimited as there is no restriction on the price to which a security may rise, whereas the loss from a cash investment in the security cannot exceed the amount invested.  Using short positions to achieve net short exposure to a particular market, sector or currency may increase the volatility of the Target Fund.  The short selling of investments may be subject to changes in regulations, which could create losses or the inability to continue using short positions as intended or at all.
Style bias risk	As the Target Fund is concentrated in a value or growth investment style, it may be subject to periods of underperformance as value stocks and growth stocks tend to outperform at different times.
Thematic risk	To the extent that the Target Fund invests a large portion of its assets in a single theme it is likely to be more volatile and carry a greater risk of loss than a sub-fund of the Company that invests more broadly. The Target Fund may be subject to periods of underperformance and could be disproportionately affected by political, taxation, regulation, or government policy prejudicial to the theme which could lead to decreased liquidity and increased volatility in the value of the relevant securities.
Equities risk	The value of equities may go down as well as up in response to the performance of individual companies and general market conditions, sometimes rapidly or unpredictably.  If a company goes through bankruptcy or a similar financial restructuring, its shares in issue typically lose most or all of their value.  Equity exposure may also be obtained through equity related securities such as warrants, depositary receipts, convertible securities, index and participation notes and equity-linked notes, which may be subject to greater volatility than the underlying reference asset and are also exposed to the risk of counterparty default.
Convertible securities risk	Convertible securities have characteristics of both debt and equity securities and carry credit, default, equity, interest rate, liquidity and market risks.  A convertible security acts as a debt security and generally entitles the holder to receive interest paid or accrued until the convertible security matures or is redeemed, converted or exchanged. Before conversion, convertible securities generally have characteristics similar to both debt and equity securities. The value of convertible securities tends to decline as interest rates rise and, because of the conversion feature, tends to vary with fluctuations in the market value of the underlying securities. Convertible securities are usually subordinated to comparable non-convertible securities. Convertible securities generally do not participate directly in any dividend increases or decreases of the underlying securities, although the market prices of convertible securities may be affected by any dividend changes or other changes in the underlying securities.

	RISKS OF THE TARGET FUND	
Participation notes risk	Participation notes are exposed not only to movements in the value of the underlying equity, but also to the risk of counterparty default, both of which could result in the loss of the full market value of the participation note.	
REITs risk	REITs and real estate related investments are subject to the risks associated with the ownership of real estate which may expose the Target Fund to increased liquidity risk, price volatility and losses due to changes in economic conditions and interest rates.	
Smaller companies risk	Stocks of smaller companies which may be less liquid, more volatile and tend to carry greater financial risk than stocks of larger companies.	
UCITS, UCIs and ETFs	Investments in units of underlying funds (such as UCITS, UCIs and ETFs) subject the Target Fund to the risks associated with the investments of these underlying funds. Investment decisions in respect of the underlying funds are made independently of the Target Fund, therefore there can be no assurance that effective diversification of the Target Fund's exposure will always be achieved.  Certain underlying funds traded on exchanges may be thinly traded and experience large spreads between the "ask" price quoted by a seller and the "bid" price offered by a buyer.	
	The price and movement of an ETF and/or closed-end fund designed to track an index may not track the underlying index and may result in a loss. In addition, ETFs and closed-end funds traded on an exchange may trade at a price below their net asset value (also known as a discount).	
Commodities risk	The value of securities in which the Target Fund invests may be influenced by movements in commodity prices which can be very volatile.	
	Commodities and other materials are often disproportionately affected by political, economic, weather and terrorist-related events, and by changes in energy and transportation costs. To the extent that the financial health of any company, industry, country or region is linked to commodity or materials prices, the value of its securities can be affected by trends in those prices.	
Liquidity risk	Certain securities, especially those that trade infrequently or on comparatively small markets, may be hard to buy or sell at a desired time and price, particularly in respect of larger transaction sizes.	
	In extreme market situations, there may be few willing buyers and the investments cannot be readily sold at the desired time or price, and the Target Fund may have to accept a lower price to sell the investments or may not be able to sell the investments at all. Trading in particular securities or other instruments may be suspended or restricted by the relevant exchange or by a governmental or supervisory authority and the Target Fund may incur a loss as a result. An inability to sell a portfolio position can adversely affect the Target Fund's value or prevent the Target Fund from being able to take advantage of other investment opportunities.	
	Liquidity risk also includes the risk that the Target Fund will not be able to pay redemption proceeds within the allowable time period because of unusual market conditions, an unusually high volume of redemption requests, or other uncontrollable factors. To meet redemption requests, the Target Fund may be forced to sell investments at an unfavourable time and/or conditions.	
	Investment in small and mid-capitalisation stocks will be especially subject to the risk that during certain periods, the liquidity of particular issuers or industries, or all securities within a particular investment category, will shrink or disappear suddenly and without warning as a result of adverse economic, market or political events, or adverse investor perceptions whether or not accurate.	
	The Management Company has implemented certain tools to manage liquidity risk including, but not limited to:	
	<ul> <li>Temporarily suspending or deferring the calculation of net asset values of the Target Fund or deals in the Target Fund and/or Share Class, as set out in the Target Fund Prospectus.</li> </ul>	
	Limiting redemptions of Shares on any Valuation Day to 10% of the total net assets of the Target Fund, as set out the Target Fund Prospectus.	

	RISKS OF THE TARGET FUND
	<ul> <li>Adjusting the Target Fund's net asset value to compensate for dilutions that can arise in connection with large net flows of cash into or out of the Target Fund, as set out in the Target Fund Prospectus.</li> </ul>
	<ul> <li>Applying alternative valuation methods when it believes the interests of Shareholders or the Company justify it, as set out in the Target Fund Prospectus.</li> </ul>
	The Management Company has also implemented a liquidity risk management framework in order to manage liquidity risk.
Market risk	The value of the securities in which the Target Fund invests changes continually and can fall based on a wide variety of factors affecting financial markets generally or individual sectors.
	Economies and financial markets throughout the world are becoming increasingly interconnected, which increases the likelihood that events or conditions in one country or region will adversely impact markets or issuers in other countries or regions. Furthermore, global events such as war, terrorism, environmental disasters, natural disasters or events, country instability, and infectious disease epidemics or pandemics may also negatively affect the value of the Target Fund's investments.
	For example, an outbreak of COVID-19, a coronavirus disease, has negatively affected economies, markets and individual companies throughout the world, including those in which the Target Fund may invest. The effects of this pandemic, and other epidemics and pandemics that may arise in the future, may presently and/or in the future have a significant negative impact on the value of the Target Fund's investments, increase the
	Target Fund's volatility, negatively impact the Target Fund's pricing, magnify pre- existing risks to the Target Fund, lead to temporary suspensions or deferrals on the calculation of net asset values of the Target Fund and interrupt the Company's operations. The full impact of the COVID-19 pandemic is currently unknown.

## **DEALING INFORMATION**

You are advised NOT to make payment in cash to any individual agent when purchasing Units of the Fund.

If you intend to invest in a Class other than MYR Class and MYR Hedged-class, you are required to have a foreign currency account with any Financial Institution as all transactions relating to any foreign currency will ONLY be made via telegraphic transfers.

## WHO IS ELIGIBLE TO INVEST?

- You must be at least eighteen (18) years old and a Sophisticated Investor in order to invest in the Fund. Please refer to the "Glossary" chapter of this Information Memorandum for the definition of "Sophisticated Investor".
- Please note that if you are a US Person, you are not eligible to subscribe to the Units of the Fund. If we become aware that you are a US Person who holds Units of the Fund, we will issue a notice requiring you to:-
  - redeem your Units; or
  - transfer your Units to a non-US Person,

within thirty (30) days from the date of the said notice.

#### **HOW TO PURCHASE UNITS?**

- > You may submit the purchase request by completing an application form and returning it to us between 8.45 a.m. to 3.30 p.m. on a Business Day.
- > You are required to provide us with the following completed forms and documents. However, we reserve the right to request for additional documentations before we process the purchase application.

Individual or Jointholder	Corporation
Account opening form;	Account opening form;
Suitability assessment form;	Suitability assessment form;
Personal data protection notice form;	Personal data protection notice form;
<ul><li>Client acknowledgement form;</li><li>A copy of identity card or passport or any other</li></ul>	<ul> <li>Certified true copy of memorandum and articles of association*;</li> </ul>
document of identification; and	• Certified true copy of certificate of incorporation*;
Foreign Account Tax Compliance Act ("FATCA") and	<ul> <li>Certified true copy of form 24 and form 49*;</li> </ul>
Common Reporting Standard ("CRS") Self- certification Form.	• Certified true copy of form 8, 9, 13, 20 and 44 (where applicable)*;
	Latest audited financial statement;
	Board resolution relating to the investment;
	A list of the authorised signatories;
	Specimen signatures of the respective signatories; and
	Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self- certification Form.
	* or any other equivalent documentation issued by the authorities.

## HOW TO MAKE PAYMENT FOR PURCHASE APPLICATION?

- You may transfer the purchase payment into our bank account via telegraphic transfer or online transfer, and include your name in the transaction description for our reference. Payment must be made in the currency of the Class which you intend to invest into. You may obtain our bank account details from our online download center at www.aham.com.my.
- Bank charges or other bank fees, if any, will be borne by you.

## WHAT IS THE PROCESS OF THE PURCHASE APPLICATION?

If we receive your purchase application at or before 3.30 p.m. on a Business Day (or "T day"), the Units will be created in the following manner:

USD Class, MYR Hedged-class, SGD Hedged-class and AUD Hedged-class	Based on the NAV per Unit of a Class for that Business Day.	
MYR Class, GBP Hedged-class, EUR Hedged-class and RMB Hedged-class	Based on the initial offer price of a Class during the initial offer period and thereafter, NAV per Unit of a Class for that Business Dav.	

- Any purchase request received or deemed to have been received by us after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day"), unless a prior arrangement is made to our satisfaction.
- Sale of Units will be honoured upon receipt of a complete set of documents together with the proof of payments.

### **HOW TO REPURCHASE UNITS?**

It is important to note that, you must meet the minimum holding of Units for a particular Class after a repurchase transaction.

If you insist on making a repurchase request knowing that after the transaction you will hold less than the minimum holding of Units for a particular Class, we may withdraw all your holding of Units for that particular Class and pay the proceeds to you.

We may, with the consent of the Trustee, reserve the right to defer your repurchase request if such transaction would adversely affect the Fund or the interest of the Unit Holders.

- You may submit the repurchase request by completing a transaction form and returning it to us between 8.45 a.m. to 3.30 p.m. on a Business Day.
- > Payment of the repurchase proceeds will be made via bank transfer where proceeds will be transferred to your bank account. Where Units are held jointly, payment will be made to the person whose name appears first in the register of Unit Holders.
- Bank charges or other bank fees, if any, will be borne by us.

## WHAT IS THE PROCESS OF REPURCHASE APPLICATION?

For a repurchase request received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"), the Units will be repurchased in the following manner:

USD Class, MYR Hedged-class, SGD Hedged-class and AUD Hedged-class	Based on the NAV per Unit of a Class for that Business Day.
MYR Class, GBP Hedged-class, EUR Hedged-class and RMB Hedged-class	Based on the initial offer price of a Class during the initial offer period and thereafter, NAV per Unit of a Class for that Business Day.

- Any repurchase request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").
- Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.

## WHAT IS THE REPURCHASE PROCEEDS PAYOUT PERIOD?

You will be paid within ten (10) Business Days from the day the repurchase request is received by us, provided that all documentations are completed and verifiable ("Payment Period"). Please note that such Payment Period may be extended in the event of a temporarily suspension of dealing in Units or the calculation of the net asset value of the Target Fund and/or its Share Class is deferred or the payment period of the Target Fund is extended.

## WHAT IS THE PRICING OF UNITS?

- During the initial offer period, the Selling Price and Repurchase Price for all Classes are equivalent to the initial offer price of the Class. After the initial offer period, Forward Pricing will be used to determine the Selling Price and the Repurchase Price of the respective Class, i.e. the NAV per Unit of each Class as at the next valuation point after we receive the purchase request or repurchase request.
- Any applicable Sales Charge and Repurchase Charge are payable separately from the Selling Price and Repurchase Price.

## WHERE TO PURCHASE AND REPURCHASE UNITS?

- Units can be purchased and repurchased at any of the location listed in the "Directory of Sales Offices" section in this Information Memorandum or with our authorised distributors.
- You may obtain a copy of this Information Memorandum, the product highlights sheet and application forms from the abovementioned location. Alternatively, you may also visit our website at www.aham.com.my.

## WHAT IS COOLING-OFF RIGHT?

- You have the right to apply for and receive a refund for every Unit that you have paid for within six (6) Business Days from the date we received your purchase application.
- You will be refunded for every Unit held based on the prices mentioned below and the Sales Charge of the particular Class imposed on the day those Units were purchased.
  - (i) If the price of a 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"), you will be refunded based on the market price at the point of cooling-off; or
  - (ii) If the market price is higher than the original price, you will be refunded based on the original price at the point of cooling-off.
- You will be refunded within ten (10) Business Days from our receipt of the cooling-off application.

Please note that the cooling-off right is applicable to you if you are an individual investor and are investing in any of our funds for the first time. However, if you are a staff of AHAM or a person registered with a body approved by the SC to deal in unit trust funds, you are not entitled to this right.

## WHAT IS THE PROCESS OF COOLING-OFF APPLICATION?

We will process your cooling-off request if your request is received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"). Any cooling-off request received after 3.30 p.m. will be transacted on the next Business Day (or "T+1 day").

Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.

## WHAT ARE THE SWITCHING OPTIONS?

You are able to switch:

- between Classes; or
- into any of our funds (or its classes), provided that the fund (or its class) is denominated in the same currency as the Class that you intend to switch out of, and it is subject to the terms and conditions applicable for the respective funds.

However, you must meet the minimum holding of Units requirements of the Class that you switched out from and the minimum investment amount of the fund (or its class) that you intend to switch into.

You are also to note that we reserve the right to reject any switching requests that are regarded as disruptive to efficient portfolio management, or requests that we deem to be contrary to the best interests of the Fund and/or the existing Unit Holders of a particular Class.

The process of the switching application is as below:

## > Switching between Classes

You must complete a switching transaction form and submit it to us together with relevant supporting documents, if any. If we receive your switching request at or before the cut-off time of 3.30 p.m. on a Business Day, we will process it using the NAV per Unit of a Class for that Business Day (or "T Day"). If we receive your switching request after 3.30 p.m., we will process it using the NAV per Unit of a Class calculated at the end of the next Business Day (or "T + 1 Day").

## Switching from the Classes of this Fund into other funds (or its class) managed by AHAM

You must complete a switching transaction form and submit it to us at or before the cut-off time of 3.30 p.m. on a Business Day (or "T Day") together with relevant supporting documents, if any. If we receive your switching request after 3.30 p.m., we will process your request on the next Business Day (or "T + 1 Day").

You should note that the pricing day of a fund (or its class) may not be on the same day as when we receive your switching application. Please see below the pricing policy of switching for all our funds:

Switching Out Fund Switching In Fund		Pricing Day	
		Switching Out Fund	Switching In Fund
Money market fund	Non-money market fund	T Day	T Day
Non-money market fund	Non-money market fund	i Day	
Money market fund	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

## **CAN I TRANSFER MY UNITS TO ANOTHER PERSON?**

> You are allowed to transfer your Units, whether fully or partially, to another person by completing the transfer transaction form and returning it to us on a Business Day. The transfer must be made in terms of Units and not in terms of USD, MYR, SGD, AUD, GBP, EUR or RMB value. There is no minimum amount of Units required to effect a transfer except that the transferor and transferee must hold the minimum holding of Units to remain as a Unit Holder of a Class.

It is important to note that we are at liberty to disregard or refuse to process the transfer application if the processing of such instruction will be in contravention of any law or regulatory requirements, whether or not having the force of law and/or would expose us to any liability.

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

## HOW DO I RECEIVE THE INCOME DISTRIBUTION?

Income distribution, if any, will be paid out in the currencies in which the Classes are denominated. You may elect the mode of distribution in cash payment or additional Units by way of reinvestment by ticking the appropriate column in the application form. You may also inform us, at any time before the income distribution date of your wish of receiving cash payment or additional Units via reinvestment. All distribution will be automatically reinvested into additional Units if you do not elect the mode of distribution in the application form.

Any distribution payable which is less than or equal to the amount of USD/MYR/SGD/AUD/GBP/EUR/RMB 300.00 would be automatically reinvested.

## Cash Payment Process

Income distribution by way of cash payment will be paid via telegraphic transfer. Income will be transferred to your bank account within seven (7) Business Days after the distribution date.

## Reinvestment Process

We will create the Units based on the NAV per Unit of the Class at the income payment date which is within two (2) Business Days after the distribution date. There will not be any cost for reinvestments of those additional Units, i.e. no Sales Charge will be imposed on such reinvestment.

## SUSPENSION OF DEALING IN UNITS

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealing in Units due to exceptional circumstances or such other circumstances as may be determined by the Manager, where there is good and sufficient reason to do so. The Manager will cease the suspension as soon as practicable after the exceptional circumstances have ceased, and in any event, within twenty-one (21) days from the commencement of suspension.

The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interest of the Unit Holders for the dealing in Units to remain suspended, subject to a weekly review by the Trustee.

The Trustee may suspend the dealing in Units, if the Trustee, on its own accord, considers that exceptional circumstances have been triggered. In such a case, the Trustee shall immediately call for a Unit Holders' meeting to decide on the next course of action.

## RELATED PARTIES TO THE FUND

#### **ABOUT THE MANAGER - AHAM**

AHAM was incorporated in Malaysia on 2 May 1997 and began its operations under the name Hwang–DBS Capital Berhad in 2001. AHAM has more than 20 years' experience in the fund management industry. In 2022, AHAM's ultimate major shareholder is CVC Capital Partners Asia Fund V, a private equity fund managed by CVC Capital Partners ("CVC"), which has approximately 68.35% controlling interest in AHAM. CVC is a global private equity and investment advisory firm with approximately USD125 billion of assets under its management. AHAM is also 20% owned by Nikko Asset Management Co., Ltd., a Tokyo-based asset management company, and 7% owned by Lembaga Tabung Angkatan Tentera.

## Our Role as the Manager

We are responsible for the investment management and marketing of the Fund; servicing Unit Holders' needs; keeping proper administrative records of Unit Holders and the Fund; ensuring compliance with stringent internal procedures and guidelines of relevant authorities.

#### **Our Investment Team**

Our investment team comprises a group of portfolio managers who possess the necessary expertise and experience to undertake the fund management of our unit trust funds. The investment team will meet at least once a week or more should the need arise. The designated fund manager of the Fund is Mr. David Ng and you may obtain his profile from our website at www.aham.com.my.

## **ABOUT THE TRUSTEE - TMF TRUSTEES MALAYSIA BERHAD**

The Trustee is part of the TMF Group, an independent global service provider in the trust and fiduciary sector. The group has more than 125 offices in over 83 jurisdictions in the world. TMF Group started in Malaysia in 1992 with its first office in Labuan International Business Financial Centre (IBFC), providing trust and fiduciary services. The Kuala Lumpur office was established in 2003 to support the Labuan office in servicing Malaysian clients and to undertake domestic trust business.

## **Duties and Responsibilities of the Trustee**

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit Holders. In performing these functions and duties, the Trustee has to exercise all due care and vigilance and is required to act in accordance with the provisions of the Deed, all relevant laws and the Guidelines. Apart from being the legal owner of the Fund's assets, the Trustee is also responsible for ensuring that the Manager performs its duties and obligations in accordance with the provisions of the Deed, all relevant laws and the Guidelines.

## Trustee's Delegate

The Trustee has appointed Standard Chartered Bank Malaysia Berhad ("SCBMB") as the custodian of the quoted and unquoted investments of the Fund. SCBMB was incorporated in Malaysia under the same name on 29 February 1984 under the Companies Act 1965 (now known as Companies Act 2016) as a public limited company and is a direct subsidiary of Standard Chartered Bank (Singapore) Limited and an indirect subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a license on 1 July 1994 under the Banking and Financial Institution Act 1989 (now known as Financial Services Act 2013).

SCBMB is responsible for the Fund's assets settlement and custodising the Fund's asset. The assets are held in the name of the Fund through the custodian's wholly owned subsidiary and nominee company, Cartaban Nominees (Tempatan) Sdn Bhd. All investments are automatically registered into the name of the Fund. The custodian acts only in accordance with the instructions from the Trustee.

## RELEVANT INFORMATION

## **SALIENT TERMS OF THE DEED**

## Your Rights and Liabilities

You have the right, among others, to the following:-

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

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

You are not liable to the following:-

- (a) For any amount in excess of the purchase price paid for the Units as determined in accordance with the Deed at the time the Units were purchased and any charges payable in relation thereto; or
- (b) For any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

## **Provisions Regarding Unit Holders' Meetings**

## 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 (irrespective of the Class), 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 (irrespective of the Class), the quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be two (2) Unit Holders (irrespective of the Class), 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 (irrespective of the Class) of the Fund or a particular 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 of the Fund or a Class, as the case may be.

## Unit Holders' Meeting convened by the Unit Holders

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

- (a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders of the Fund or Unit Holders of a particular Class, as the case may be, at the Unit Holders' last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder's last known address; and
- (b) 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.

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

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

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

## Unit Holders' Meeting convened by the Manager

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

## Unit Holders' Meeting convened by the Trustee

The Trustee may summon a Unit Holders' meeting where:

- (a) the Manager is in liquidation;
- (b) in the opinion of the Trustee, the Manager has ceased to carry on business; or
- (c) in the opinion of the Trustee, the Manager has, to the prejudice of Unit Holders, failed to comply with the Deed or contravened any of the provisions of the CMSA.

The Trustee may also summon a Unit Holders' meeting for any purpose including, without limitation, for the purpose of:

- (a) requiring the retirement or removal of the Manager;
- (b) giving instructions to the Trustee or the Manager if the Trustee considers that the investment management policies of the Manager are not in the interests of Unit Holders;
- (c) securing the agreement of the Unit Holders to release the Trustee from any liability;
- (d) deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to Clause 5.9.3 of the Deed; and
- (e) deciding on the reasonableness of the annual management fee charged to the Fund or each Class.

Unless otherwise required or allowed by the relevant laws, a meeting of the Unit Holders summoned by the Trustee pursuant to the aforesaid shall be summoned by:

- (a) sending by post at least twenty-one (21) days before the date of the proposed meeting a notice of the proposed meeting to each of the Unit Holders at the Unit Holder's last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager at the jointholder's last known address; and
- (b) publishing at least twenty-one (21) days before the date of the proposed meeting an advertisement giving notice of the meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities.

## **Termination of the Fund**

The Fund may be terminated or wound up subject to a Special Resolution being passed at a Unit Holders' meeting to terminate or wind up the Fund.

The Manager may determine the trust and wind up the Fund without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events:

- (a) if any new law shall be passed which renders it illegal; or
- (b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Fund and the termination of the Fund is in the best interests of the Unit Holders.

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

## **Termination of a Class**

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

The Manager may terminate a particular Class without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events:

- (a) if any new law shall be passed which renders it illegal; or
- (b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Class and the termination of the Class is in the best interests of the Unit Holders.

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

## Procedures to be taken to increase the Fees and Charges from the current amount stipulated in this Information Memorandum

The Manager may not charge a Sales Charge and/or Repurchase Charge (if any) at a rate higher than that disclosed in this Information Memorandum unless:-

- (a) the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge;
- (b) a supplemental/replacement information memorandum in respect of the Fund setting out the higher charge is lodged and issued.

The Manager or the Trustee may not charge an annual management fee and/or an annual trustee fee at a rate higher than that disclosed in this Information Memorandum unless:

- (a) the Manager has come to an agreement with the Trustee on the higher rate;
- (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; and
- (c) a supplemental/replacement information memorandum stating the higher rate is lodged and issued thereafter.

## **INCORRECT PRICING**

The Manager will take immediate action to rectify any incorrect valuation and/or pricing of the Fund and/or the Units and to notify the Trustee and the SC of the same unless the Trustee considers the incorrect valuation and/or pricing of the Fund and/or the Units is of minimal significance.

The Trustee will 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 0.5% or more of the NAV per Unit attributable to a Class unless the total impact on your account of each Class is less than MYR 10.00 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 will result in reimbursement of moneys in the following manner:

	Reimbursement by:	Receiving parties:
Over valuation and/or pricing in relation to the purchase and creation of Units	Fund	Unit Holder
Over valuation and/or pricing in relation to the repurchase of Units	AHAM	Fund
Under valuation and/or pricing in relation to the purchase and creation of Units	АНАМ	Fund
Under valuation and/or pricing in relation to the repurchase of Units	Fund	Unit Holder or former Unit Holder

## FINANCING AND SECURITIES LENDING

The Fund is not permitted to borrow cash or other assets (including the borrowing of securities within the meaning of the SC's Securities Borrowing and Lending Guidelines [SBL Guidelines]) in connection with its activities.

Except for securities lending as provided under the SBL 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.

## **UNCLAIMED MONIES**

Any monies payable to you which remain unclaimed after twelve (12) months from the date of payment will be dealt as follows:-

- (a) we may reinvest the unclaimed distribution proceeds provided that you still have an account with us; or
- (b) we will pay to the Registrar of Unclaimed Monies in accordance with the requirements of the Unclaimed Moneys Act 1965.

## INVESTORS INFORMATION

## How can I keep track of my investments?

You may obtain the daily Fund price from our website at www.aham.com.my. As the Fund has exposure to investments in foreign jurisdiction, the daily prices are based on information available two (2) Business Days prior to publication.

We will provide you with an annual report and a quarterly report within two (2) months after the end of the financial period the report covers. In addition, we will also send you a monthly statement confirming the current Unit holdings and transactions relating to your Units.

## Who should I contact if I need additional information of the Fund?

You can seek assistance from our customer service personnel at our toll free number 1-800-88-7080 between 8.45 a.m. to 5.30 p.m. on a Business Day. Alternatively, you can e-mail us at customercare@aham.com.my.

## **ANTI-MONEY LAUNDERING POLICIES AND PROCEDURES**

Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and the SC's Guidelines on Prevention of Money Laundering and Terrorism Financing for Reporting Institutions in the Capital Market, it is our responsibility to prevent AHAM from being used for money laundering and terrorism financing activities. To this end, we have established an Anti-Money Laundering/Counter-Financing of Terrorism Framework (AML/CFT Framework) and put in place anti-money laundering process and procedures to combat such activities. This includes a robust due diligence process and procedures for client on-boarding (such as know-your-client procedures and customer due diligence) as well as ongoing monitoring of clients' transactions to detect any suspicious transactions.

To meet our regulatory obligations to verify the identity of our clients and to verify the source of funds, we may request for additional information from you. Information requested may include, but not limited to, supporting documents, documentary evidence to support information given and could extend to documents regarding identity of beneficial owners (if applicable). We reserve the right to reject an application to invest in the Fund should clients fail to provide the information required. Furthermore, where a particular transaction is deemed suspicious, we have an obligation under the AMLATFPUAA to notify the relevant authority of the transaction.

## **DIRECTORY OF SALES OFFICES**

## AHAM ASSET MANAGEMENT BERHAD:

## **HEAD OFFICE**Ground Floor, Menara Boustead

69 Jalan Raja Chulan 50200 Kuala Lumpur Tel: 03 – 2116 6000 Fax: 03 – 2116 6100 Toll Free No: 1-800-88-7080

Email: customercare@aham.com.my Website: www.aham.com.my

## **PENANG**

No. 123, Jalan Macalister 10450 Georgetown

Penang

Toll Free No: 1800-888-377

## **PERAK**

1, Persiaran Greentown 6 Greentown Business Centre 30450 Ipoh, Perak Tel: 05 - 241 0668 Fax: 05 – 255 9696

## JOHOR

Unit 22-05, Level 22 Menara Landmark No. 12, Jalan Ngee Heng 80000 Johor Bahru, Johor Tel: 07 – 227 8999 Fax: 07 – 223 8998

## MELAKA

Ground Floor
No. 584 Jalan Merdeka
Taman Melaka Raya
75000 Melaka
Tel: 06 -281 2890
Fax: 06 -281 2937

## **SABAH**

Unit 1.09(a), Level 1, Plaza Shell 29, Jalan Tunku Abdul Rahman 88000 Kota Kinabalu, Sabah Tel: 088 - 252 881

Fax: 088 - 288 803

## **SARAWAK**

Ground Floor, No. 69 Block 10, Jalan Laksamana Cheng Ho 93200 Kuching, Sarawak Tel: 082 – 233 320

Fax: 082 – 233 663

1<sup>st</sup> Floor, Lot 1291 Jalan Melayu, MCLD 98000 Miri, Sarawak Tel: 085 - 418 403 Fax: 085 - 418 372

# AHAM Asset Management Berhad Registration No: 199701014290 (429786-T)

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