

Information Memorandum

# AHAM World Series - Global High Income Fund

(Formerly known as Affin Hwang World Series - Global High Income 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 – Global High Income Fund was constituted on 9 January 2020.

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

27th 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.

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

**ESG** Environmental, Social and Governance.

**EU** European Union.

EUR Euro.

**FiMM** Federation of Investment Managers Malaysia.

**GBP** British Pound Sterling.

MBS / ABS Mortgage-backed and asset-backed securities.

MYR Malaysian Ringgit.

**OECD** Organisation for Economic Co-operation and Development.

OTC Over-the-Counter.

PHS Product Highlights Sheet.

**PRC** People's Republic of China not including Hong Kong, Macau or Taiwan.

**REITS** Real Estate Investment Trusts.

RMB Renminbi Yuan.

SC Securities Commission Malaysia.

SGD Singapore Dollar.
UK United Kingdom.

US United States of America.
USD United States Dollar.
VaR Value-at-Risk.

# **GLOSSARY**

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

investment.

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

time

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 of Directors** Means the board of directors of the JPMorgan Funds.

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

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-valuation 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.

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

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 2 January 2020 and the first supplemental deed dated 8

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

subsequent amendments and variations to the deed.

**deposits** Has the same meaning as per the definition of "deposit" in the Financial Services Act

2013. For the avoidance of doubt, it shall exclude structured deposit.

Deposits with Credit Institutions

Means deposits repayable or withdrawable on demand, with any maturity date 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.

**Development Financial** 

Institution

Means a development financial institution under the Development Financial

Institutions Act 2002.

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

which the Board of Directors deem appropriate with regard to the investment objectives of each Sub-Fund. Eligible States in this category include countries in Africa,

the Americas, Asia, Australasia and Europe.

**EU Member State** Refers to a member state of the EU.

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 – Global High Income Fund (formerly known as Affin

Hwang World Series – Global High Income Fund).

**G20** 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 this Fund as may be replaced or amended

from time to time.

**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.

Manager or AHAM Means AHAM Asset Management Berhad

Management Company Refers to JPMorgan Asset Management (Europe) S.à r.l.

medium to long term Means a period between three (3) to five (5) years.

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.

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.

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

**Selling Price** Means the price payable by the 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.

**Share Class** A class of share of the Target Fund.

**Sophisticated Investor** 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 Act; (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 Act 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.

**Sub-Fund** Means any sub-fund of JPMorgan Funds.

**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 – Income Fund.

**Target Fund Manager** Refers to J. P. Morgan Investment Management Inc.

Target Fund Prospectus Means the offering document 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** Refers to 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 and 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.

**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.

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

# ABOUT AHAM WORLD SERIES - GLOBAL HIGH INCOME FUND

FUND CATEGORY : Fixed Income (Feeder Wholesale) BASE CURRENCY : USD

FUND TYPE : Income FINANCIAL YEAR END : 30 April

### DISTRIBUTION POLICY

Subject to the availability of income, the respective Classes endeavour to distribute income in the following manner:

| USD Class        |
|------------------|
| MYR Class        |
| MYR Hedged-class |
| SGD Hedged-class |
| AUD Hedged-class |
| GBP Hedged-class |
| EUR Hedged-class |
| RMB Hedged-class |

At our discretion, the Fund may distribute (1) realised income, (2) realised capital gains (3) unrealised income, (4) unrealised capital gains, (5) capital or (6) a combination of any of the above.

### **INVESTMENT OBJECTIVE**

The Fund aims to provide regular income over the medium to long term period.

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

# PERFORMANCE BENCHMARK

Bloomberg US Aggregate Bond Index (Total Return Gross)

The risk profile of this 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 with Financial Institutions.

We may substitute the Target Fund with another fund that has a similar 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 Position**

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 a 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:

- Collective investment schemes;
- Money market instruments;
- Deposits;
- Derivatives; and
- > Any other form of investments as may be determined by the Manager from time to time that is in line with the Fund's objective.

# **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 below:

# > Unlisted Collective Investment Schemes

Valuation of investments in unlisted collective investment schemes shall be valued 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 an 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 by the Manager in good faith, 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 the particular foreign currency will ONLY be made through telegraphic transfers.

| Classes                              | USD<br>Class   | MYR<br>Class                               | MYR<br>Hedged-<br>class                    | SGD<br>Hedged-<br>class                    | AUD<br>Hedged-<br>class                    | GBP<br>Hedged-<br>class                   | EUR<br>Hedged-<br>class                   | RMB<br>Hedged-<br>class                     |  |  |
|--------------------------------------|--|--|--|--|--|---|---|---|--|--|
| Initial Offer<br>Price               | N/A <sup>+</sup>   | MYR<br>0.50**                              | N/A <sup>+</sup>                           | N/A <sup>+</sup>                           | N/A <sup>+</sup>                           | N/A <sup>+</sup>                          | EUR<br>0.50**                             | RMB<br>0.50**                               |  |  |
|                                      | <sup>+</sup> The price of Units for USD Class, MYR Hedged-class, SGD Hedged-class, GBP Hedged- class and AUD Hedged-class shall be based on the NAV per Unit.  **The price of Units offered for purchase during the initial offer period.  |  |  |  |  |   |   |   |  |  |
| Initial Offer<br>Period              | Memorand<br>The initial  | lum.<br>offer period                       | for the exi                                | sting USD C                                | lass, MYR H                                |   |   | Information<br>ed-class, GBP                |  |  |
|                                      | The initial on the lau   | nch date of                                | for EUR Hed<br>the particul                | lged-class ar<br>ar Class, an              | nd RMB Hed                                 | n date will b                             | oe dissemina                              | day which is ated through                   |  |  |
| Minimum Initial Investment*          | USD<br>10,000  | MYR<br>30,000                              | MYR<br>30,000                              | SGD<br>10,000                              | AUD<br>10,000                              | GBP<br>10,000                             | EUR<br>10,000                             | RMB<br>30,000                               |  |  |
| Minimum<br>Additional<br>Investment* | USD<br>5,000   | MYR<br>10,000                              | MYR<br>10,000                              | SGD<br>5,000                               | AUD<br>5,000                               | GBP<br>5,000                              | EUR<br>5,000                              | RMB<br>10,000                               |  |  |
| Minimum<br>Repurchase<br>Units*      | 10,000<br>Units  | 10,000<br>Units                            | 10,000<br>Units                            | 10,000<br>Units                            | 10,000<br>Units                            | 10,000<br>Units                           | 10,000<br>Units                           | 10,000<br>Units                             |  |  |
| Minimum Units<br>Held*               | 10,000<br>Units  |  |  |  |  | 10,000<br>Units                           | 10,000<br>Units                           |   |  |  |
|                                      | If the balance of your investment (i.e. total number of Units) is less than the minimum holding of Units, you will be required to make an additional investment in order to meet the required minimum balance of investment. Otherwise, we may withdraw all your holding of Units in the Fund and pay the proceeds to you. |  |  |  |  |   |   |   |  |  |
| Minimum Units<br>Per Switch*         | 20,000<br>Units  | 60,000<br>Units                            | 60,000<br>Units                            | 20,000<br>Units                            | 20,000<br>Units                            | 20,000<br>Units                           | 20,000<br>Units                           | 60,000<br>Units                             |  |  |
| Unitholdings<br>in Different         | You should note that there are differences when purchasing Units of the USD Class and other Classes in the Fund. For illustration purposes, assuming you have USD 10,000 to invest:  |  |  |  |  |   |   |   |  |  |
| Classes                              | Class(es)  | USD Class                                  | MYR Class/<br>MYR<br>Hedged-<br>class      | SGD<br>Hedged-<br>class                    | AUD<br>Hedged-<br>class                    | GBP<br>Hedged-<br>class                   | EUR<br>Hedged-<br>class                   | RMB<br>Hedged-<br>class                     |  |  |
|                                      | NAV per<br>Unit  | USD 0.50                                   | MYR 0.50                                   | SGD 0.50                                   | AUD 0.50                                   | GBP 0.50                                  | EUR 0.50                                  | RMB 0.50                                    |  |  |
|                                      | Currency<br>exchange<br>rate   | USD 1<br>= USD 1                           | USD 1<br>= MYR 4                           | USD 1<br>= SGD 2                           | USD 1<br>= AUD 2                           | USD 1<br>= GBP 0.75                       | USD 1<br>= EUR 0.95                       | USD 1<br>= RMB 6                            |  |  |
|                                      | Invested amount  | USD 10,000 x<br>USD 1 = USD<br>10,000      | USD 10,000 x<br>MYR 4 =<br>MYR40,000       | USD 10,000 x<br>SGD 2= SGD<br>20,000       | USD 10,000 x<br>AUD 2 = AUD<br>20,000      | USD 10,000 x<br>GBP 0.75 = GBP<br>7,500   | USD 10,000 x<br>EUR 0.95 = EUR<br>9,500   | USD 10,000 x<br>RMB 6 = RMB<br>60,000       |  |  |
|                                      | Units received   | USD 10,000 ÷<br>USD 0.50 =<br>20,000 Units | MYR 40,000 ÷<br>MYR 0.50 =<br>80,000 Units | SGD 20,000 ÷<br>SGD 0.50 =<br>40,000 Units | AUD 20,000 ÷<br>AUD 0.50 =<br>40,000 Units | GBP 7,500<br>÷ GBP 0.50 =<br>15,000 Units | EUR 9,500<br>÷ EUR 0.50 =<br>19,000 Units | RMB 60,000<br>÷ RMB 0.50 =<br>120,000 Units |  |  |

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

| Classes | USD<br>Class  | MYR<br>Class  | MYR<br>Hedged-<br>class   | SGD<br>Hedged-<br>class   | AUD<br>Hedged-<br>class  | GBP<br>Hedged-<br>class  | EUR<br>Hedged-<br>class   | RMB<br>Hedged-<br>class  |
|---------|---|---|---|---|--|--|---|--|
|         | By purchas less Units f 19,000 Uni 80,000 Uni Hedged-cla in person comore numl You should only be pas | ing Units of<br>or every USI<br>ts respective<br>ts), SGD Hed<br>ass (i.e. 120,0<br>or by proxy is<br>over of Units<br>note that in | D, GBP and E<br>ely), compare<br>ged-class (i.e<br>000 Units). U<br>s proportion<br>may not give<br>a a Unit Hold<br>ajority in nun | NAV per Unit as, GBP Hedg UR invested ed to purcha e. 40,000 Unit pon a voting ate to the value ers' meeting aber represe | ged-class and in the Fund asing Units ir ts), AUD Hed by poll, the alue of Units vantage whe to terminate inting at leas | I EUR Hedge<br>(i.e. 20,000<br>n MYR Class,<br>dged-class (i.<br>votes by evented by him<br>en voting at the Fund, at<br>t three-fourt | d-class, you<br>Units, 15,000<br>/MYR Hedge<br>e. 40,000 Un<br>ery Unit Hold<br>or her. Hen<br>Unit Holders<br>a Special Res<br>ths (3/4) of t<br>erson or by p | O Units and d-class (i.e. its) or RMB der present ce, holding meetings. olution will he value of |

The Fund may create new Classes in respect of the Fund 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/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 3.00% 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 this 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 & expenses" for a particular day and dividing it with the "value of the Fund before income & 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 1.50% per annum of the NAV of the Fund and is calculated using the Base Currency (before deducting the management fee and trustee fee). 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 1.50%

365 days = USD 4,931.51 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), and is calculated using the Base Currency (before deducting the management fee and trustee fee). The trustee fee is accrued daily and payable monthly to the Trustee. 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.

Please note that the example below is for illustration only:

Assuming that that 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;
- 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 will 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-INCOME FUND

BASE CURRENCY : USD

INCEPTION DATE : 2 June 2014
COUNTRY OF ORIGIN : Luxembourg

**REGULATORY AUTHORITY** : Commission de Surveillance du Secteur Financier ("CSSF")

(Luxembourg Financial Sector Supervisory Authority)

# **ABOUT JPMORGAN FUNDS ("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.

The Board of Directors has overall responsibility for the Company's investment activities and other operations.

# JPMORGAN ASSET MANAGEMENT (EUROPE) S.À R.L. ("MANAGEMENT COMPANY")

The Board of Directors has appointed the Management Company to perform investment management, administrative and marketing functions and as domiciliary agent. The Management Company typically serves for an indefinite period and the Board of Directors can replace the Management Company.

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. The Target Fund Manager and all service providers typically serve for an indefinite period and the Management Company can replace them periodically.

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

The Target Fund Manager is authorised and regulated by the US Security and Exchange Commission. The Target Fund Manager is responsible for day-to-day management of the Target Funds' portfolios in accordance with the Target Fund's investment objectives and policies. The Target Fund 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 AND INVESTMENT POLICY OF THE TARGET FUND

The investment objective of the Target Fund is to provide income by investing primarily in debt securities. The Target Fund uses a globally integrated research driven investment process that focuses on analysing fundamental, quantitative and technical factors across countries, sectors and issuers. It uses an unconstrained approach to finding the best investment ideas across multiple fixed income sectors and countries with a focus on generating a consistent income distribution. It dynamically shifts among sectors and countries and adjusts duration depending on market conditions. Income is managed to minimise fluctuations in periodic dividend payments.

At least 67% of the Target Fund's assets will be invested in debt securities issued in developed and emerging markets such as debt securities issued by governments and their agencies, state and provincial governmental entities and supranational organisations, corporate debt securities, MBS/ABS and covered bonds. Issuers may be located anywhere in the world, including emerging markets (excluding onshore or offshore debt securities of the PRC).

The Target Fund may invest up to 70% of its assets in MBS and/or ABS of any credit quality. MBS which may be agency (issued by quasi US government agencies) and non-agency (issued by private institutions) refers to debt securities that are backed by mortgages, including residential and commercial mortgages, and ABS refers to those that are backed by other types of assets such as credit card debt, car loans, consumer loans and equipment leases.

The Target Fund may invest up to 25% of its assets in convertible securities, up to 10% of its assets in equities, including preferred securities and REITs and up to 10% of its assets in contingent convertible bonds. There are no credit quality or maturity restrictions with respect to the debt securities in which the Target Fund may invest.

The Target Fund Manager will manage the income of the Target Fund to help minimise fluctuations in periodic dividend payments.

The Target Fund may use derivatives for the purposes of hedging and for efficient portfolio management.

Derivatives used for the purpose of hedging seek to reduce risk such as credit, currency, market and interest rate (duration) risk. Hedging can take place at a portfolio level or, in respect of currency or duration hedging, at Share Class level.

Efficient portfolio management 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 will invest at least 51% of its assets in issuers with positive environmental and/or social characteristics that follow good governance practices as measure through the Target Fund Manager's proprietary ESG scoring methodology and/or third party data.

The Target Fund invests at least 5% of its assets excluding Ancillary Liquid Assets, Deposits with Credit Institutions, money market instruments, money market funds and derivatives for efficient portfolio management, in Sustainable Investments, as defined under SFDR, contributing to environmental or social objectives. The Target Fund 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 75% of non-investment grade and emerging market sovereign and 90% of investment grade securities purchased. The Target Fund may invest in Deposits with Credit Institutions, money market instruments and money market funds for investment purposes. The Target Fund may hold up to 100% of its assets in these instruments on a temporary basis for defensive purposes.

The Target Fund may also invest up to 20% of net assets in Ancillary Liquid Assets for managing cash subscriptions and redemptions as well as current and exceptional payments. The Target Fund can also invest up to 100% of net assets in Ancillary Liquid Assets for defensive purposes on a temporary basis, if justified by exceptionally unfavourable market conditions.

# **Additional Information**

Derivatives: Used for hedging, efficient portfolio management. The global exposure of the Target Fund is measured by the absolute VaR methodology. The Target Fund's expected level of leverage is 150% of the net asset value of the Target Fund (indictive only), although it is possible that leverage might significantly exceed this level from time to time.

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

The Target Fund issues several Share Classes and may issue new Share Classes with different features and requirements in future. The Fund will have full discretion to decide on Share Class to invest and may switch to different Share Class. Such decision will be made in the best interest of investors. Investors should note that the investment objective, investment strategy and risk profile of the Fund remain the same regardless the investment of the Fund in different Share Class.

# INVESTMENT RESTRICTIONS OF THE TARGET FUND

The Target Fund, and the Company itself, must comply with all applicable EU and Luxembourg laws and regulations, notably the 2010 Law, as well as certain circulars, guidelines and other requirements.

This section describes the types of assets, techniques and instruments that are permitted as a matter of law and regulation, as well as the applicable limits, restrictions and requirements. In case of any discrepancy with the 2010 Law itself, the latter (in the original French) will prevail. In the case of any detected violation of the investment restrictions

applicable to the Target Fund, the Target Fund Manager must make compliance with these restrictions a priority in its securities trades and management decisions, while taking due account of the interests of shareholders.

Except where noted, all percentages and restrictions apply to the Target Fund individually, and all asset percentages are measured as a percentage of its total net assets.

# **Permitted Assets, Techniques and Instruments**

The table below describes the types of assets, techniques and instruments that the Company and the Target Fund can invest in and use. The Target Fund may set limits that are more restrictive in one way or another, based on its investment objectives and policies as more fully described under the section of "Sub-Fund Descriptions" of the Target Fund Prospectus. The Target Fund's usage of any asset, technique or transaction must be consistent with its investment policies and restrictions.

The Target Fund may 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.

| No. | Security / Transaction   | Requirements  | Details   |
|-----|--|---|---|
| 2.  | Transferable securities and money market instruments  Money market instruments                         | Must be listed or traded on a Regulated Market.  Must be subject (at the securities or  | 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.  Can also qualify if the issuer belongs   |
|     | that do not meet the requirements in row 1   | 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)  • 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 | 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  • is issued by an entity dedicated to financing securitisation 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 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:   | <ul> <li>issue annual and semi-annual reports that enable an assessment of assets, liabilities, income and operations over the reporting period</li> <li>offer investor protections that are equivalent to those of a</li> </ul>  |

| No.  | Security / Transaction                                       | Requirements   | Details  |
|------|--|--|--|
| 5.   | Units of UCITS or other UCIs that are linked to the Company* | <ul> <li>invest in UCITS-allowable investments</li> <li>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</li> <li>Must meet all requirements in row 4.</li> <li>The Company's annual report must state the total annual management and advisory fees charged both to</li> </ul> | UCITS, in particular as to the rules on asset segregation, borrowing, lending and uncovered sales  The underlying UCITS/UCI cannot charge the Target Fund any fees for buying or redeeming shares.  Company policy: there is no net annual management fee charged to |
| 6.   | Shares of other Sub-Funds of                                 | the Target Fund and to the UCITS/other UCIs in which the Target Fund has invested during the relevant period.  Must meet all requirements in row   | the Target Fund by any linked UCITS/UCIs.  The Target Fund surrenders all  |
| . J. | the Company ("target Sub-<br>Funds")                         | 5. The target Sub-Fund cannot invest, in turn, in the Target Fund (reciprocal ownership).  | 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<br>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 net assets for managing cash subscriptions and redemptions as well as current and exceptional payments.  Up to 100% of 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 "Management and Monitoring of Derivatives Risk" section below.                                | OTC derivatives must meet all of the following criteria:  • be subject to reliable and verifiable independent daily valuations  • be able to be sold, liquidated or closed by an offsetting transaction at their fair value at any time at the Company's initiative  |

| No. | Security / Transaction  | Requirements   | Details  |
|-----|---|--|--|
|     |   |  | be with counterparties that are<br>institutions subject to<br>prudential supervision and that<br>belong to categories approved<br>by the CSSF  |
|     |   |  | See also "How the Sub-Funds Use Derivatives, Instruments and Techniques" section of the Target Fund Prospectus.  |
| 11. | Securities lending, repurchase transactions and reverse repurchase transactions | 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.   | 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. |
|     |   | 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  • through a standardised lending system organised by a recognised clearing institution | See also "How the Sub-Funds Use Derivatives, Instruments and Techniques" section of the Target Fund Prospectus.  |
| 12. | Borrowing   | The Company is not allowed to borrow in principle except if it is on a temporary basis and represents no more of 10% of the Target Fund's assets.  | The Company 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 seeks to 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 antipersonnel mines. More information on the Management Company's policy on restrictions applying to cluster munitions is available from the Management Company.

# **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 net assets (except where noted)

| Category of securities   | In any one issuer           | In agg | regate | Other restrictions  | Exceptions  |
|--|-----------------------------|--------|--------|---|---|
| A. Transferable securities and money market instruments issued or guaranteed by a sovereign nation, any EU public local authority, or any public international body to which one or more EU Member States belongs. | 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 spreading and meets both of the following criteria:  • it invests no more than 30% in any one issue  • 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 C applies to this row as well. |
| B. Bonds issued by a credit institution whose registered office is in an EU Member State and which is subject by law to special public supervision designed to protect bondholders*.                               | 25%                         |        |        | 80% in any issuer in whose bonds the Target Fund has invested more than 5% of assets.   |   |
| C. Any transferable securities and money market instruments other than those described in rows A and B above.  | 10%                         | 20%    | 35%    | 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 and OTC derivative contracts with financial institutions subject to prudential supervision and securities referred to under rows A and B). |   |
| D. Deposits with Credit Institutions.  | 20%                         |        |        |   |   |
| E. OTC derivatives with a counterparty that is a credit institution as defined in row 8 above (first table in "Permitted Assets, Techniques and Instruments" section).   | Max risk<br>exposure<br>10% |        |        |   |   |

| Category of securities  | In any one issuer In aggregate   |  |  | Other restrictions   | Exceptions |
|---|--|--|--|--|------------|
| F. OTC derivatives with any other counterparty.   | Max risk<br>exposure<br>5%   |  |  |  |            |
| G. Units of UCITS or UCIs as defined in rows 4 and 5 above (first table in "Permitted Assets, Techniques and Instruments" section). | objective 10% in aggre more UCITS With a spec • 20% in or UCI • 30% in a UCIs ot | arget and po egate in or other ific state any one aggregat her than n aggreg | Fund's olicies, one or UCIs. ment: UCITS | 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 count for purposes of complying with rows A - F of this table. |            |

<sup>\*</sup> In particular, all sums deriving from their issuance must be invested in accordance with the law in assets that, for the life of the bonds, are capable of covering all claims attaching to the bonds and in case of issuer bankruptcy would be used, on a priority basis, to reimburse principal and accrued interest.

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

The Target Fund does not need to comply with the investment limits described above under "Diversification Requirements" section and "Limits to Prevent Concentration of Ownership" section 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 under "General Investment Policies" section of the Target Fund Prospectus.

# **Management and Monitoring of Derivatives Risk**

The Management Company uses a risk-management process, approved and supervised by its board of managers, to monitor and measure at any time the overall risk profile of the Target Fund, including the risk of each OTC derivatives position.

Any derivatives embedded in transferable securities or money market instruments count as derivatives held by the Target Fund, and any exposure to transferable securities or money market instruments gained through derivatives (except certain index-based derivatives) counts as investment in those securities or instruments.

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 its total assets under any circumstances.

# Risk monitoring approaches

| Approach                                 | Description   |
|--|---|
| Absolute Value at<br>Risk (Absolute VaR) | VaR seeks to estimate the maximum potential loss the Target Fund could experience in a month (20 trading days) under normal market conditions. The estimate is based on the previous 36 months of the Target Fund's performance, and is measured at a 99% confidence level. VaR is calculated in accordance with these parameters using an absolute approach, as defined below. |
|  | Absolute Value at Risk (Absolute VaR) The Absolute VaR limits the maximum VaR that the Target Fund can have relative to its net asset value. The Absolute VaR of a Target Fund cannot exceed 20% of its net asset value.  |

# Leverage

As the Target Fund uses the Absolute VaR approach, it must also calculate its expected level of leverage. The Target Fund's expected level of leverage is an indicative level not a regulatory limit and the actual level may exceed the expected level from time to time. However, the Target Fund's use of derivatives will remain consistent with its investment objective and policies and risk profile and will comply with its VaR limit.

Leverage is a measure of total exposure of all derivatives and is calculated as the "sum of the notionals" without any netting of opposing positions. As the leverage calculation considers neither sensitivity to market movements nor whether it increases or decreases the overall Target Fund's risk, it may not be representative of the actual investment risk level within the Target Fund.

# FEES AND CHARGES OF THE TARGET FUND

| Initial Charge                        | Up to 3.00% of amount invested.  |  |  |  |
|---------------------------------------|--|--|--|--|
| Redemption Charge                     | Up to 0.50% per annum of the net asset value of the Target Fund.   |  |  |  |
| Switch Charge                         | Up to 1.00% of the NAV of the shares in the new Share Class.   |  |  |  |
| Management and Advisory Fee           | Up to 1.00% 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 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 1.00% per annum of the net asset value of the Target Fund.   |  |  |  |
| Operating and Administrative Expenses | Up to 0.20% per annum of the net asset value of the Target Fund.   |  |  |  |

# 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 members of the Board of 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 of Directors, 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 of Directors has determined that there has been a material change in the valuation of a substantial proportion of the investments of the Company attributable to the Target Fund, and has further decided, in order to safeguard the interests of the shareholders and the Company, 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 of Directors 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 of Directors has suspended the calculation of net asset value of the Target Fund. During this time shareholders may withdraw their request. Any requests that are not withdrawn will be dealt on the next valuation day of the Target Fund once the suspension is over.

The 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 of the Target Fund. On any valuation day of the Target Fund, 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 of the Target Fund. 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 of the Target Fund 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 the Management Company. 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 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 law 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                      | This Fund is a feeder fund which invests in another collective investment scheme, 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 objective, the performance of the Fund will also be impacted negatively. The performance of the Target Fund and consequently of this 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 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.   |  |  |  |  |  |
| 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   |  |  |  |  |  |

|                                | GENERAL RISKS OF THE FUND  |
|--------------------------------|--|
|                                | 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. |
| 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.                             |

|                    | SPECIFIC RISKS OF THE FUND  |  |  |  |
|--------------------|---|--|--|--|
| Concentration risk | This Fund is a feeder fund which invests in a single collective investment scheme. 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 objective of the Fund if, in our opinion, the Target Fund no longer meets the Fund's objective subject to Unit Holders' approval.   |  |  |  |
|                    | For better understanding of the risks associated with 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 Target Fund 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.   |  |  |  |
| 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.  |  |  |  |
| Currency risk      | As the investments of the Fund may be denominated in currencies other than the Base 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.   |  |  |  |

|                                  | SPECIFIC RISKS OF THE FUND  |
|----------------------------------|---|
|                                  | 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 Hedged-class 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 cost of hedging which may affect returns of the respective Hedged-class.                     |
| Target Fund Manager risk         | As a feeder fund, the Fund invests in the Target Fund which is managed by the Target Fund Manager. It is important to note that the Manager has no control over the investment technique and knowledge, operational controls and management of the Target Fund Manager. 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 situation arise, the Manager may propose to invest in other alternative collective investment scheme that is consistent with the investment objective of the Fund provided always that the approval of the Unit Holders has been obtained.   |
| Distribution out of capital risk | The Fund may distribute income out of capital. Such capital distributions represent a return or withdrawal of part of the amount of your original investment and/or capital gains attributable to the original investment and will result in a reduction in the NAV per Unit of a Class and reduce the capital available for future investment and capital growth. Future capital growth may therefore be constrained.  |
| Counterparty risk                | Counterparty risk is the risk associated with the ongoing ability and willingness of the issuers to derivatives ("investments") to fulfil 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 issuers may impair the operations and/or the performance of the Fund. However, we will conduct stringent credit selection process of the issuers 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 investment to mitigate potential losses that may arise. |

| urrency hedging used to minimise the effect of exchange rate fluctuations will not rfect. Shareholders may have exposure to currencies other than the Share Class and are also exposed to the risks associated with the instruments used in the  |
|--|
| ng process.  |
| hedged or under-hedged positions may arise unintentionally due to factors de the control of the Management Company, however, over-hedged positions will exceed 105% of the net asset value of the currency hedged Share Class and undered positions will not fall below 95% of the net asset value of the currency hedged Class. The hedged positions will be kept under review to ensure that undered positions do not fall below the level set out above and are not carried forward month to month and that over-hedged positions materially in excess of 100% will be carried forward from month to month. |
|  |

|  | RISKS OF THE TARGET FUND  |  |  |  |  |
|--|---|--|--|--|--|
|  | and only occurs where the currency hedged Share Class uses a hedging method whereby the base currency of the Target Fund is systematically hedged to the Share Class currency of the currency hedged Share Class. Accordingly, whilst the hedging seeks to minimise the effect of exchange rate fluctuations between the base currency of the Target Fund and that of the Currency Hedged Share Class, there may be currency risk in the portfolio.   |  |  |  |  |
| Spill-over risk relating to hedged Share Classes | As there is no legal segregation of assets and liabilities between different Share Classes in the Target Fund, there is a risk that, under certain circumstances, hedging transactions relating to currency hedged Share Classes could have an adverse impact on other Share Classes in the Target Fund. Although spill-over risk will be mitigated, it cannot be fully eliminated, as there may be circumstances where it is not possible or practical to do so. For example, where the Target Fund needs to sell securities to fulfil financial obligations specifically related to a currency hedged Share Classes which may adversely affect the net asset value of the other Share Classes in the Target Fund. For a list of Share Classes with a potential spill-over risk, go to jpmorganassetmanagement.lu. |  |  |  |  |
| 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 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.   |  |  |  |  |
|  | Investor should refer to the Target Fund Prospectus for the full description on:  OTC derivatives;  Risks relating to specific OTC derivative instruments;  Exchange-traded derivatives; and  Risks relating to specific derivative instruments.  |  |  |  |  |
| Distribution of capital risk                     | The Target Fund Manager may manage the income of the Target Fund to minimise fluctuations in periodic distribution payments. This may include distribution of investors' invested capital. Such erosion of capital will reduce the potential for long-term capital growth and may be tax inefficient in certain countries.  |  |  |  |  |
| 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 currency, duration, market or credit risk, and, with respect to any designated Share Classes, to hedge either the currency exposure or the effective duration of the Share Class. Hedging involves costs, which reduce investment performance.  |  |  |  |  |
| 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   |  |  |  |  |

|                                   | RISKS OF 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.   |
| Contingent convertible bonds risk | Contingent convertible bonds are likely to be adversely impacted should specific trigger events occur (as specified in the contract terms of the issuer). This may result in the bond converting to equity at a discounted share price, the value of the bond being written down, temporarily or permanently, and/or coupon payments ceasing or being deferred.  |
|                                   | Contingent convertible bonds can perform poorly even when the issuer and/or its equities are performing well. Contingent convertible bonds are structured such that the occurrence of a trigger event (such as the issuer's capital ratio or share price falling to a particular level for a certain period of time) may render the bond worthless or may trigger a conversion to equity that is likely to be disadvantageous to the bondholder. With contingent convertible bonds, the date and amount of any repayment of principal is uncertain as their termination and redemption require regulatory approval, which may not be granted in certain circumstances.   |
| 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.   |
| Debt securities risk              | All debt securities (bonds) including those issued or guaranteed by governments and their agencies carry credit risk and interest rate risk.   |
|                                   | Government debt  |
|                                   | Government debt securities, including those issued by local governments and government agencies are subject to market risk, interest rate risk and credit risk. Governments may default on their sovereign debt and holders of sovereign debt (including the Target Fund) may be requested to participate in the rescheduling of such debt and to extend further loans to the governmental entities. There is no bankruptcy proceeding by which sovereign debt on which a government has defaulted may be collected in whole or in part. Global economies are highly dependent on one another and the consequences of the default of any sovereign state may be severe and far reaching and could result in substantial losses to the Target Fund. Investment in local government debt may include debt securities issued by US municipalities (municipal securities). The risk of a municipal security generally depends on the financial and credit status of the issuer. Changes in a US municipality's financial health may make it difficult for the municipality to make interest and principal payments when due. Under some circumstances, municipal securities might not pay interest unless the state legislature or municipality authorises money for that purpose. Municipal securities may be more susceptible to downgrades or defaults during recessions or similar periods of economic |

# **RISKS OF THE TARGET FUND**

effect on the market prices of the municipal securities and thus the value of the Target Fund's investments. These risks could decrease the Target Fund's income or hurt the ability to preserve capital and liquidity. In addition to being downgraded, an insolvent municipality may file for bankruptcy. The reorganisation of a municipality's debts may significantly affect the rights of creditors and the value of the securities issued by the municipality and the value of the Target Fund's investments.

# Investment grade debt

With investment grade debt securities, the likeliest form of credit risk is a credit downgrade, which typically will cause a security's value to fall. It is unlikely, though not unknown, for an investment grade bond to go into default. The downgrading of debt securities may affect the liquidity of investments in bonds. Other market participants may be attempting to sell debt securities at the same time as the Target Fund, causing downward pricing pressure and contributing to illiquidity. The ability and willingness of bond dealers to "make a market" in debt securities may be impacted by both regulatory changes as well as the growth of bond markets. This could potentially lead to decreased liquidity and increased volatility in the debt markets.

Bonds are particularly susceptible to interest rate changes and may experience significant price volatility. If interest rates increase, the value of the Target Fund's investments typically declines. In a historically low interest environment, risks associated with rising interest rates are heightened. On the other hand, if interest rates fall, the value of the investments generally increases. Securities with greater interest rate sensitivity and longer maturities tend to produce higher yields, but are subject to greater fluctuations in value.

# Below investment grade debt

Below investment grade debt securities are typically more volatile and less liquid than investment grade debt and have significantly greater risk of default. They are typically lower rated and will usually offer higher yields to compensate for the reduced creditworthiness of the issuer.

Credit downgrades are more likely than for investment grade bonds, and can lead to more significant changes in value, for below investment grade bonds. Below investment grade bonds are sometimes less sensitive to interest rate risk, but are more sensitive to general economic news, as issuers of below investment grade bonds tend to be in weaker financial health and therefore are presumed to be more vulnerable in a deteriorating economy.

# Subordinated debt

Subordinated debt securities are more likely to suffer a partial or complete loss in the case of any default or bankruptcy of the issuer, because all obligations to holders of senior debt must be satisfied first.

Certain subordinated bonds are callable meaning the issuer has the right to buy it back at a specified date and price. If the bond is not "called", the issuer can extend the maturity date further or defer or reduce the coupon payment.

# **Unrated debt**

The credit quality of bonds that have not been rated by an independent rating agency will be determined by the Target Fund Manager at the time of the investment. Investments in unrated bonds are subject to those risks of a rated security of comparable quality.

# Distressed debt

Distressed debt and securities in default carry a high risk of loss as the issuing companies are either in severe financial distress or in bankruptcy.

# 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 that do not have such a policy.

|                       | RISKS OF THE TARGET FUND  |
|-----------------------|---|
| Emerging markets risk | Investments in emerging markets involve higher risks than those of developed markets and can be subject to greater volatility and lower liquidity.  |
|                       | <ul> <li>Emerging market countries may experience political, economic and social instability<br/>which can lead to legal, fiscal and regulatory changes affecting returns to investors.</li> <li>These may include policies of expropriation and nationalization, sanctions or other<br/>measures by governments and international bodies.</li> </ul>   |
|                       | <ul> <li>The legal environment in certain countries is uncertain. Legislation may be imposed<br/>retrospectively or may be issued in the form of non-public regulations. Judicial<br/>independence and political neutrality cannot be guaranteed and state bodies and<br/>judges may not adhere to the requirements of the law.</li> </ul>  |
|                       | <ul> <li>Existing legislation may not yet be adequately developed to protect shareholder<br/>rights and there may be no concept of fiduciary duty to shareholders on the part of<br/>management.</li> </ul>   |
|                       | - High interest rates and inflation rates can mean that businesses have difficulty in obtaining working capital and local management may be inexperienced in operating companies in free market conditions.   |
|                       | <ul> <li>Custody and settlement practices may be less developed and it may be difficult to<br/>prove beneficial ownership or to protect ownership rights. Investment may carry<br/>risks associated with delayed registration of securities and delayed or failed<br/>settlement. There may be no secure method of delivery against payment (meaning<br/>payment may have to be made prior to receipt of the security).</li> </ul>          |
|                       | - The securities markets in some countries lack the liquidity, efficiency and regulatory or supervisory controls of more developed markets.   |
|                       | - The absence of reliable pricing information may make it difficult to assess reliably the market value of a security.  |
|                       | - Emerging market currencies can be extremely volatile and may become subject to exchange control regulations. It may not always be practical or economical to hedge the exposure of certain currencies.  |
|                       | - Many emerging market economies are heavily dependent on commodities or natural resources and are therefore vulnerable to market demand and world prices for these products.   |
|                       | - Tax laws in certain countries are not clearly established. Taxes may be imposed suddenly and may change with retrospective effect subjecting the Target Fund to additional charges.   |
|                       | - Accounting, auditing and financial reporting standards may be inconsistent or inadequate.   |
|                       | For purposes of risk, the category of emerging markets includes markets that are less developed, such as most countries in Asia, Latin America, Eastern Europe, the Middle East and Africa as well as countries that have successful economies but whose investor protections are questionable, such as Russia, Ukraine and China. Broadly developed markets are those of Western Europe, the US, Canada, Japan, Australia and New Zealand. |
| 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.   |
| MBS / ABS risk        | MBS and ABS depend on the cash flows from a specified pool of financial assets and are subject to greater credit, liquidity and interest rate risk and may be more volatile than other bonds.   |

|                           | RISKS OF THE TARGET FUND  |
|---------------------------|---|
|                           | MBS / ABS prices and yields typically reflect the assumption that they will be paid off before maturity. When interest rates fall, these securities are often paid off early, as the borrowers of the underlying debt refinance at lower interest rates (prepayment risk). Subsequently the Target Fund may have to reinvest in lower-yielding securities. When interest rates rise, the underlying debt tends to be repaid later than expected, and can therefore increase the duration, and hence the volatility, of these securities. In addition, investments in MBS / ABS may be less liquid than other bonds.   |
|                           | To-be-announced (TBA) securities, which are MBS or ABS that are purchased sight unseen 48 hours before they are issued, can fall in value between the time the Target Fund commits to the purchase and the time of delivery.  |
| Preferred securities risk | Preferred equities are susceptible to interest rate and credit risk as they comprise certain characteristics of bonds. They are often less liquid than other securities of the same issuer, and their right to receive dividends before other shareholders still does not guarantee that any dividends will be paid. In certain instances, preferred securities may be redeemed by the issuer prior to a specified date, which may negatively impact the return of the security.  |
| 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.   |
| Credit risk               | A bond will generally lose value if the issuer's financial health deteriorates, or appears likely to. An issuer could go into default (become unwilling or unable to make payments on their bonds), which often will make the bond illiquid or worthless.   |
| Currency risk             | Movements or changes in currency exchange rates could adversely affect the value of the Target Fund's securities and the price of the Target Fund's shares.  Exchange rates can change rapidly and unpredictably for a number of reasons including changes in interest rates or in exchange control regulations.  |
| Interest rate risk        | When interest rates rise, bond prices tend to fall. This risk is greater the longer the maturity or duration of the bond. It also can affect investment grade bonds more than below investment grade bonds.   |
| 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 debt securities, small and mid-capitalisation stocks and emerging market issuers 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:  |

# **RISKS OF THE TARGET FUND** Temporarily suspending or deferring the calculation of net asset values or deals in the Target Fund and/or Share Class, as set out in "Suspension of Calculation of Net Asset Value of the Target Fund" section of the Target Fund Prospectus. Limiting redemptions of shares of the Target Fund on any valuation day of the Target Fund to 10% of the total net assets of the Target Fund, as set out in "Suspension of Calculation of Net Asset Value of the Target Fund" section of the Target Fund Prospectus. 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 "Swing Pricing" section of the Target Fund Prospectus. Applying alternative valuation methods when it believes the interests of shareholders or the Company justify it, as set out in "Fund Rights Related to NAV Calculation and Dealing Arrangements" section of the Target Fund Prospectus. The Management Company has also implemented a liquidity risk management framework in order to manage liquidity risk. For more information on the liquidity risk management framework, please see am.jpmorgan.com/content/dam/jpm-amaem/emea/regional/en/supplemental/notice-to-shareholders/our-commitment-toliquiditymanagement-ce-en.pdf. Further information about the Target Fund's liquidity estimates is available upon request from the registered office of the Management Company. 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 preexisting risks to the Target Fund, lead to temporary suspensions or deferrals on the calculation of net asset values and interrupt the Company's operations. The full impact of the COVID-19 pandemic is currently unknown. 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. Sustainability risk Sustainability risk is defined in the EU Sustainable Finance Disclosure Regulation as "an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment". The Management Company considers sustainability risk as risks that are reasonably likely to materially negatively impact the financial condition or operating performance of a company or an issuer and therefore the value of that investment. In addition to a material negative impact on the value of the Target Fund, sustainability risk may increase the Target Fund's volatility and / or magnify pre-existing risks to the Target Fund.

# **RISKS OF THE TARGET FUND**

Sustainability risk may be particularly acute if it occurs in an unanticipated or sudden manner and it may also cause investors to reconsider their investment in the Target Fund and create further downward pressure on the value of the Target Fund.

Evolving laws, regulations and industry norms may impact on the sustainability of many companies / issuers, particularly in respect of environmental and social factors. Any changes to such measures could have a negative impact on the relevant companies / issuers which may result in a material loss in value of an investment in them.

Sustainability risk may impact a specific country, region, company or issuer or have a broader impact regionally or globally and adversely impact markets or issuers across several countries or regions.

Assessment of sustainability risk requires subjective judgements, which may include consideration of third party data that is incomplete or inaccurate. There can be no guarantee that the Target Fund Manager will correctly assess the impact of sustainability risk on the Target Fund's investments.

The Management Company has adopted a policy in respect of the integration of sustainability risks in the investment decision-making process for all actively managed strategies, including the Target Fund, with the purpose (at a minimum and where reasonably possible / practicable) of identifying and acting to manage and mitigate these risks.

Sustainability risk of the Target Fund is considered to have a lower likely impact on its returns due to the sustainability risk mitigating nature of their investment strategies which may implement exclusions, forward looking investment policies seeking sustainable financial return and active engagement with companies / issuers.

# **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 the particular 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 this 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;  |
| Client acknowledgement form;                                   | Certified true copy of memorandum and articles of  |
| A copy of identity card or passport or any other               | association*;  |
| document of identification; and                                | <ul> <li>Certified true copy of certificate of incorporation*;</li> </ul>  |
| • Foreign Account Tax Compliance Act ("FATCA")                 | <ul> <li>Certified true copy of form 24 and form 49*;</li> </ul>   |
| and 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<br>Common Reporting Standard ("CRS") Self-<br>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:

|          | d-class, A | MYR Hedged<br>AUD Hedged-cla | ,   | Based on the NAV per Unit of a Class for that Business Day.  |
|----------|------------|------------------------------|-----|--|
| MYR Clas | -,         | Hedged-class                 | and | 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 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,<br>SGD Hedged-class, AUD Hedged-class and<br>GBP Hedged-class | Based on the NAV per Unit of a Class for that Business Day.  |
|--|--|
| MYR 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 each Class and thereafter, the NAV per Unit of the respective Class. Forward Pricing will be used to determine the Selling Price and the Repurchase Price of the respective Class after the initial offer period, 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 PHS 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 the 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 of the Fund; 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 interest 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 of the Fund

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:

| Southalian Out Found                 | Constabling In Frond  | Pricing Day        |  |
|--------------------------------------|-----------------------|--------------------|--|
| Switching Out Fund Switching In Fund |                       | Switching Out Fund | Switching In Fund  |
| Money market fund                    | Non-money market fund | T Davi             | T Day  |
| Non-money market fund                | Non-money market fund | T 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.

# **DISTRIBUTION POLICY**

Subject to the availability of income, the respective Classes endeavour to distribute income in the following manner:

| USD Class        |               |  |  |
|------------------|---------------|--|--|
| MYR Class        | Monthly basis |  |  |
| MYR Hedged-class |               |  |  |
| SGD Hedged-class |               |  |  |
| AUD Hedged-class | Monthly basis |  |  |
| GBP Hedged-class |               |  |  |
| EUR Hedged-class |               |  |  |
| RMB Hedged-class |               |  |  |

At our discretion, the Fund may distribute (1) realised income, (2) realised capital gains (3) unrealised income, (4) unrealised capital gains, (5) capital or (6) a combination of any of the above. The rationale for distribution out of

capital is to allow the Fund the ability to distribute income on a regular basis in accordance with the income distribution policy of the Fund.

Having the option to tap into the additional sources of income from (3) unrealised income, (4) unrealised capital gains and/or (5) capital (i.e. collectively known as "distribution out of capital") would give the Manager the flexibility to increase the amount of income distributable to Unit Holders after taking the distribution out of capital risk into consideration.

Distribution out of capital has a risk of eroding the capital of the Fund. Payment of distribution out of capital amounts to a return or withdrawal of part of an investor's original investment or from any capital gains attributable to that original investment. Any distribution involving any payment out of capital of the Fund will result in an immediate reduction of the NAV per Unit. As a result, the value of future returns would be diminished.

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 in the Fund 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 Ms Esther Teo and you may obtain her 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 and/or capital (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) of all the Unit Holders of the Fund or of a particular Class, as the case may be, whichever is less, summon a meeting of the Unit Holders of the Fund or 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 of the Fund 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 Act.

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 created 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 such Unit Holders, and subject to and in accordance with the relevant laws. The Manager may only terminate a particular Class if the termination of that Class does not prejudice the interests of Unit Holders of any other Class. 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 the Information Memorandum

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

We 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 issued thereafter.

# **INCORRECT PRICING**

We 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             | АНАМ              | Fund                                 |
| Under valuation and/or pricing in relation to the purchase and creation of Units | AHAM              | Fund                                 |
| Under valuation and/or pricing in relation to the repurchase of Units            | Fund              | Unit Holder or former Unit<br>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 in the Fund.

# 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

1st 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)

Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia. Toll Free Number: 1800 88 7080 T: +603 2116 6000

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