# INFORMATION MEMORANDUM FOR AFFIN HWANG STRATEGIC OPPORTUNITY FUND 1

Manager : Affin Hwang Asset Management Berhad

(199701014290)

Trustee : TMF Trustees Malaysia Berhad (200301008392)

This Information Memorandum is dated 13 January 2020.

The Affin Hwang Strategic Opportunity Fund 1 was constituted on 13 January 2020\*.

\* The constitution date of this Fund is also the launch date of this Fund.

The Fund is open for sale during the Offer Period only.

This Information Memorandum has been seen and approved by the directors of Affin Hwang Asset Management Berhad and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm, having made all enquiries which are reasonable in the circumstances, that to the best of their knowledge and belief, there are no other facts omitted which would make any statement herein misleading.

A copy of this Information Memorandum has been lodged with the Securities Commission Malaysia. The Securities Commission Malaysia will not be liable for any non-disclosure on the part of Affin Hwang Asset Management Berhad and takes no responsibility for the contents of this Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the contents of this Information Memorandum.

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 ADVISER.

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

Affin Hwang Asset Management Berhad (199701014290)

### **Registered Office**

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

### **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@affinhwangam.com

Website: www.affinhwangam.com

### Board of Directors of the Manager/AHAM

- Raja Tan Sri Dato' Seri Aman bin Raja Haji Ahmad (Chairman, Non-independent Director)
- Mr Teng Chee Wai (Non-independent Director)
- Ms Eleanor Seet Oon Hui (Non-independent Director)
- Mr Yip Kit Weng (Non-independent Director)
- Encik Faizal Sham bin Abu Mansor (Independent Director)
- Maj. Gen. Dato' Zulkiflee bin Mazlan (R) (Independent Director)

### The Manager's Delegate

(fund valuation & accounting function)

### TMF Trustees Malaysia Berhad (200301008392)

### **Business Address**

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

Tel No.: (603) 2382 4288 Fax No.: (603) 2026 1451

### **The Trustee**

### TMF Trustees Malaysia Berhad (200301008392)

### **Registered & Business Address**

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

Tel No.: (603) 2382 4288 Fax No.: (603) 2026 1451

### Trustee's Delegate (Local and Foreign Custodian)

Standard Chartered Bank Malaysia Berhad (198401003274)

### **Business Address**

Level 26, Equatorial Plaza Jalan Sultan Ismail, 50250 Kuala Lumpur

Tel No. : (603) 2117 7777 Fax No. : (603) 7682 0617

## **GLOSSARY**

the Act or CMSA 2007 Means the Capital Markets and Services Act 2007 as originally enacted and amended

or modified from time to time.

Bursa Malaysia Means the stock exchange managed and operated by Bursa Malaysia Securities

Berhad including such other name as it may be changed to from time to time.

**Business Day** A day on which the Bursa Malaysia is open for trading. The Manager may declare

certain Business Days a non-Business Day when deemed necessary, such as in the

event of market disruption.

**Commencement Date** Means the date of this Information Memorandum and is the date on which sales of

Units of the Fund may first be made. The Commencement Date is also the date of

constitution of the Fund.

**Communiqué** Refers to the notice issued by us, the Manager to you, the Unit Holder.

**Deed(s)** Refers to the Deed dated 16 December 2019 entered into between the Manager and

the Trustee and includes any subsequent amendments and variations to the Deed.

**Defensive Assets** Means money market instruments and/or deposits.

**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.

Development Financial Institutions (DFIs)

Means a development financial institution under the Development Financial

Institutions Act 2002.

**FiMM** Means the Federation of Investment Managers Malaysia.

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

(i) Licensed Bank;

(ii) Licensed Investment Bank;

(iii) Development Financial Institutions (DFIs); or

(iv) Licensed Islamic Bank;

(2) if the institution is outside Malaysia, any institution that is licensed or registered or approved or authorised to provide financial services by the

relevant banking regulator.

**Fitch** Refers to Fitch Ratings Inc.

**Fund** Refers to Affin Hwang Strategic Opportunity Fund 1.

**FX** Means Forex.

Guidelines Guidelines on Unlisted Capital Market Products Under The Lodge And Launch

*Framework* issued by the SC and as amended or modified from time to time.

**Information Memorandum** Means this offer document in respect of this Fund.

Institutional Unit Trust Advisers (IUTA) Means an institution or organisation or corporation that is licensed by the SC for the purpose of carrying out dealing in securities restricted to unit trusts and is duly

registered with the FiMM to market and distribute unit trust funds.

**Investment Date** Means the date on which the investment of the Fund may first be made and it is the

date which begins on the next Business Day immediately after the expiry of the Offer

Period.

A reference to the Fund's anniversary shall be a reference from this Investment Date.

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

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

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

**The Manager / AHAM** Refers to Affin Hwang Asset Management Berhad.

MARC Refers to Malaysian Rating Corporation Berhad.

Maturity Date Means the date on which the Fund automatically terminates and is the date, which

is the second  $(2^{nd})$  anniversary of the Investment Date; if the date is not a Business Day, the "Maturity Date" shall be the first Business Day following the date that is the

second (2<sup>nd</sup>) anniversary of the Investment Date.

**Moody's** Refers to Moody's Investors Service.

MYR Means the Malaysian Ringgit, the lawful currency of Malaysia.

Net Asset Value or 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.

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.

Offer Period Means a period of not more than forty five (45) days from the Commencement Date

of the Fund, whereby the Units of the Fund are open for sale at its Offer Price.

Offer Price Means the fixed price for each Unit during the Offer Period.

Over-the-Counter (OTC) OTC trades refer to trading of financial instruments directly between two parties

without going through the securities exchange i.e. the financial instruments are not  $% \left( 1\right) =\left( 1\right) \left( 1\right) +\left( 1\right) \left( 1\right) \left( 1\right) +\left( 1\right) \left( 1\right) \left$ 

formally traded on a securities exchange.

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

**RAM** Refers to RAM Rating Services Berhad.

**Repurchase Price** Means the price payable to you by us for a Unit pursuant to a repurchase request and

it shall be exclusive of any Repurchase Charge.

SC Means the Securities Commission Malaysia established under the Securities

Commission Malaysia Act 1993.

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

Selling Price Means the price payable by you to us to create a Unit in the Fund and it shall be

exclusive of any Sales Charge.

**short term** Means a period of less than three (3) years.

Sophisticated Investors Refers to –

an individual whose total net personal assets, or total net joint assets with his or her spouse, exceed MYR 3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence.

(2) an individual who has a gross annual income exceeding MYR 300,000 or its equivalent in foreign currencies per annum in the preceding 12 months.

(3) an individual who, jointly with his or her spouse, has a gross annual income exceeding MYR 400,000 or its equivalent in foreign currencies per annum in the preceding 12 months.

(4) a corporation with total net assets exceeding MYR 10 million or its equivalent in foreign currencies based on the last audited accounts.

(5) a partnership with total net assets exceeding MYR 10 million or its equivalent in foreign currencies.

(6) a unit trust scheme or prescribed investment scheme.

(7) a private retirement scheme.

(8) a closed-end fund approved by SC.

(9) a company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding MYR 10 million or its equivalent in foreign currencies.

(10) a corporation that is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the Act and has assets under

management exceeding MYR 10 million or its equivalent in foreign currencies.

- (11) a statutory body established by an Act of Parliament or an enactment of any State.
- (12) a pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax Act 1967 [Act 53].
- (13) central bank of Malaysia.
- (14) a holder of a capital markets services licence or an executive director or a chief executive officer of a holder of a capital markets services licence.
- (15) a licensed person as defined in the Financial Services Act 2013.
- (16) an Islamic bank as defined in the Islamic Financial Services Act 2013.
- (17) an insurance company licensed under the Financial Services Act 2013.
- (18) a takaful operator registered under the Islamic Financial Services Act 2013.
- (19) a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704].
- (20) an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].
- such other investor(s) as may be permitted by the SC from time to time and/or under the relevant guidelines for wholesale funds.

### **Special Resolution**

Means a resolution passed by a majority of not less than three quarter (¾) of Unit Holders voting at a meeting of the Unit Holders.

For the purpose of terminating the Fund, a Special Resolution is passed by a majority in number representing at least three quarter  $(\frac{3}{4})$  of the value of Units held by the Unit Holders voting at the meeting in person or by proxy.

Standard & Poor's

Refers to Standard & Poor's Financial Services LLC.

**Trustee** 

Refers to TMF Trustees Malaysia Berhad.

**Unit or Units** 

It is a measurement of the right or interest of a Unit Holder and includes a fraction of a Unit.

**Units in Circulation** 

Means Units created and fully paid. It is the total number of Units issued at a particular valuation point.

Unit Holder or Unit Holders or you

Refers to the person for the time being who is in full compliance with the relevant laws and is a Sophisticated Investor pursuant to the Guidelines and the Information Memorandum, is registered pursuant to the Deed as a holder of Units, including a jointholder. In relation to the Fund, means all the Unit Holders of Units in the Fund.

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

# ABOUT AFFIN HWANG STRATEGIC OPPORTUNITY FUND 1

FUND CATEGORY : Fixed Income (Wholesale) BASE CURRENCY : MYR

FUND TYPE : Income FINANCIAL YEAR END : 30 November

### **TENURE OF THE FUND**

The Fund automatically terminates on the second (2<sup>nd</sup>) anniversary from the Investment Date, i.e. the "Maturity Date".

### **OFFER PERIOD & OFFER PRICE**

The Offer Period shall be for a period of not more than 45 calendar days from the Commencement Date of the Fund.

The Offer Period may be shortened if we determine that it is in your best interest.

The Offer Price is the Selling Price and Repurchase Price for each Units of the Fund during the Offer Period and is set at MYR 1.00 only. Units will ONLY be sold during the Offer Period.

We also reserve the right not to proceed with the Fund if the Fund has not achieved a viable size of MYR 50 million at the end of the Offer Period.

### **INVESTORS' PROFILE**

The Fund may be suitable for investors who:

- have two (2) years investment horizon;
- seek capital preservation; and
- > and risk adverse.

### **INVESTMENT OBJECTIVE**

The Fund aims to provide income return whilst seek to repay the capital raised at maturity.

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

All income distribution will be made in the form of cash only.

### PERFORMANCE BENCHMARK

2-years Malayan Banking Berhad fixed deposit rate as at Investment Date.

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

### **ASSET ALLOCATION**

Defensive Assets	Minimum of 80% of the Fund's NAV	
Active Assets	Maximum of 20% of the Fund's NAV	

### **INVESTMENT STRATEGY**

To achieve the objective of the Fund, we intend to invest a minimum of 80% of the Fund's NAV in money market instruments and/or deposits ("Defensive Assets"), and a maximum of 20% of the Fund's NAV in options or structured warrants ("Active Assets").

We strive to achieve 100% capital repayment at maturity of the Fund by investing a minimum of 80% of the Fund's NAV in Defensive Assets. We will invest only in Defensive Assets issued by financial institutions with a minimum credit rating of AA3 by RAM or AA- by MARC or equivalent rating by other recognized rating agencies. The maturity proceeds from the

investments in Defensive Assets could potentially match the capital of the investor (including sales charge imposed on the subscription of Units during the Initial Offer Period), subject to no occurrence of credit default by the financial institutions.

In order to provide potential capital appreciation of the Fund, we may invest up to a maximum of 20% of the Fund's NAV in Active Assets. At the Investment Date of the Fund, the Fund will only invest in one type of Active Assets and will remain so until the Maturity of the Fund. We will take a view on the underlying asset of the Active Assets, which is gold related underlying which may including but not limited to XAU/USD rate and/or Gold ETF, in order to establish a long position to gain a specific underlying exposure. For example, if we expect gold related underlying to perform in the prevailing market conditions, we may long gold related underlying through the Active Assets. Investment in Active Assets will expose investors to the price fluctuations of gold related underlying that the Active Assets are linked to. As a result, any fluctuation in the price of the Active Assets may also lead to fluctuations in the NAV of the Fund i.e. if the price of the Active Assets sees a drop in price, the NAV of the Fund will also be negatively impacted. As the Active Assets are structured by an external party, investments into the Active Assets will also expose the Fund to counterparty risk, which we will attempt to mitigate by carrying out a stringent selection process on the counterparty prior to an investment being made.

The currency denomination of the Active Assets that the Fund intends to invest is in United States dollar (USD). This implies that the potential return of the Fund is subject to currency risk, specifically the USDMYR fluctuations. If the USDMYR appreciated at the maturity date, the Fund will receive higher return. For example, if the USDMYR appreciated by 5%, the return received will be higher in value by 5%. On contrary, if the USDMYR depreciated at the maturity date, the Fund will receive lower return. For example, if the USDMYR depreciated by 5%, the return received will be lower in value by 5%.

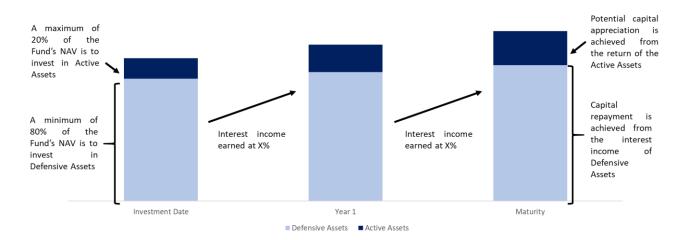
At the Maturity Date of the Fund, we will redeem or sell all the assets of the Fund and return all proceeds to you (based on the number of Units you hold) after deducting applicable Fund expenses and fees.

The payment of proceeds to be paid to you, however, is expected to be within two (2) weeks from the Maturity Date and will not be more than two (2) month from the Maturity Date.

\*Capital repayment on Maturity Date is SUBJECT TO the credit and default risk of the financial institutions where money market instruments are placed with and may result in losses.

Please refer to "Pertinent Information of the Fund" section for a better understanding of the mechanics of the investment return of the Fund.

### Pertinent Information of the Fund



Below is an illustration on how the capital repayment\* is achieved by investing in Defensive Assets. Let's assume the following:

The NAV of the Fund as at the Investment Date	MYR 100 million
Investment in Defensive Assets as at Investment Date	MYR 94.26 million <sup>1</sup>
Interest rate	3% p.a.
Interest income as at Year 1	MYR 94.26 million x 3% = MYR 2.83 million
Return of the investment as at Year 1	MYR 94.26 million + MYR 2.83 million = MYR 97.09 million
Interest income as at Maturity Date	MYR 97.09 million x 3% = MYR 2.91 million
Return of the investment as at Maturity Date	MYR 97.09 million + MYR 2.91 million = MYR 100.00 million

### Formula for calculating:-

Interest income as at Year 1 = Investment in Defensive Assets as at Investment Date x interest rate

Return of the investment as at Year 1 = Investment in Defensive Assets as at Investment Date + Interest income as at Year 1

Interest income as at Maturity Date = Return of the investment as at Year 1 x interest rate

Return of the investment as at Year 1 + Interest income as at Maturity Date

Below is an illustration on how the potential capital appreciation is achieved by investing in the Active Assets. Let's assume the following:

Investment Date		
The NAV of the Fund as at Investment Date	MYR 100 million	
Investment in the Active Assets	MYR 5.55 million	
Notional amount of the Active Assets	MYR 100 million	
USDMYR exchange rate	4.40	

<sup>\*</sup>The Fund is not a capital guaranteed nor a capital protected fund.

<sup>&</sup>lt;sup>1</sup> This figure is the present value (PV) of the NAV of the Fund as at the Investment Date. The PV is the current worth of a future sum of money or stream of cash flows, given a specified rate of return. With regards to the above, the PV of the NAV of the Fund at the Investment Date has to be calculated in order to ascertain the exact amount that we can place in the Defensive Assets, based on the interest rate of the money market instruments and/or deposits could achieve.

### Salient Terms on Active Assets:

Terms	Details
Strike Rate	means the initial price of the Gold-related underlying on trade date of the Active Assets
Final Fixing Rate	means the price of the Gold-related underlying on the final valuation date of the Active Assets
Knock-out Observation Period	daily, during the tenure of the Active Assets
Knock-out Event	the Gold-related underlying Fixing Rate of any Observation Date is at or greater than the Knock-out Barrier Level
Knock-out Barrier Level	between 115% to 130% from Strike Rate
Rebate	means the interest that shall be received by investors in the event of Knock-out

Payout of the Active Assets as below:

1) If the Knock-out Event has occurred:

Investment amount x Rebate x FX Adjustment Factor\*

2) If the Knock-out Event has not occurred:

Investment amount x Max (0, 
$$\frac{Strike\ Rate}{Final\ Fixing\ Rate} - 1$$
) x FX Adjustment Factor\*

Note:

\* FX Adjustment Factor = S1 / S0 , rounded to 4 decimal places

S1 = The USD/MYR FX rate on Maturity Date

S0 = The USD/MYR FX rate on Investment Date

Analysis below indicating that returns on Active Assets vary according to Gold-related underlying Final Fixing Rate for each scenario and for this purpose, the assumptions are as follows: .

- > Strike Rate is equal to USD 1,500
- ➤ Knock-out Barrier Level is equal to 125%
- > FX Adjustment Factor is equal to 1.05
- > Rebate is equal to 9%

The Active Assets linked to Gold-related underlying that enables the investor to either gain:

1) Payout equivalent to Final Fixing Rate minus Strike Rate upon maturity adjusted by the FX movement, if the gold-related underlying is above the Strike Rate and there is no occurrence of Knock Out Event. Please refer to scenario 1 below; or

**Scenario 1**: Knock Out Event has not happened and Final Fixing Rate is above the Strike Rate (USD 1,500.00) but below the Barrier Level (USD 1,875.00).

Gold-related underlying on Fixing Date (USD)*	Investment Amount (MYR)	FX Adjustment Factor	Return (MYR)	Return (%)
1,550.00	100,000.00	1.0500	3,500.00	3.50%
1,600.00	100,000.00	1.0500	7,000.00	7.00%

Gold-related underlying on Fixing Date (USD)*	Investment Amount (MYR)	FX Adjustment Factor	Return (MYR)	Return (%)
1,650.00	100,000.00	1.0500	10,500.00	10.50%
1,700.00	100,000.00	1.0500	14,000.00	14.00%
1,750.00	100,000.00	1.0500	17,500.00	17.50%
1,800.00	100,000.00	1.0500	21,000.00	21.00%
1,850.00	100,000.00	1.0500	24,500.00	24.50%
1,874.00	100,000.00	1.0500	26,180.00	26.18%

2) Rebate to be received upon maturity adjusted by the FX movement, if there is occurrence of Knock Out Event. Please refer to scenario 2 below; or

Scenario 2: Knock Out Event has happened.

Gold-related underlying on Fixing Date (USD)	Investment Amount (MYR)	FX Adjustment Factor	Return (MYR)	Return ( %)
1,350.00	100,000.00	1.0500	9,450.00	9.45%
1,400.00	100,000.00	1.0500	9,450.00	9.45%
1,450.00	100,000.00	1.0500	9,450.00	9.45%
1,500.00	100,000.00	1.0500	9,450.00	9.45%
1,550.00	100,000.00	1.0500	9,450.00	9.45%

3) Zero payout if the gold-related underlying Final Fixing Rate is at or below the Strike Rate and there is no occurrence of Knock Out Event. Please refer to scenario 3 below.

**Scenario 3**: Knock Out Event has not happened and gold-related underlying Final Fixing Rate is below the Strike Rate (USD 1,500.00).

Gold-related underlying on Fixing Date (USD)*	Investment Amount (MYR)	FX Adjustment Factor	Return (MYR)	Return (%)
1,450.00	100,000.00	1.0500	-	0.00%
1,400.00	100,000.00	1.0500	1	0.00%
1,350.00	100,000.00	1.0500	-	0.00%
1,300.00	100,000.00	1.0500	-	0.00%
1,250.00	100,000.00	1.0500	-	0.00%

### Note:

<sup>\*</sup> Price source from London Bullion Market Association.

### PERMITTED INVESTMENT

- Options;
- Structured products;
- Structured warrants;
- Money market instruments;
- Deposits;
- Derivatives; and
- Any other form of investments as may be permitted by the SC from time to time which is in line with the objective of the Fund.

### INVESTMENT RESTRICTIONS AND LIMITS

The purchase of the permitted investments set out above shall not contravene the following limits:-

- a) The total value of the Fund's investments in deposits and/or money market instruments shall not be less than 80% of the Fund's NAV;
- b) The value of the Fund's investment in options or structured warrants with any single counter-party shall not exceed 20% of the Fund's NAV; and
- c) Any other investment limits or restrictions imposed by the relevant regulatory authorities or pursuant to the Guidelines, any laws and/or regulations applicable to the Fund.

The abovementioned limits and restrictions will be complied with at all times based on the up-to-date value of the Fund, and the value of their investments and instruments. However, a 5% allowance in excess of any limits or restrictions may be permitted where the limit or restriction is breached through the appreciation or depreciation of the NAV of the Fund (whether as a result of an appreciation or depreciation in value of the investments, or as a result of repurchase of units or payment made from the Fund). The Manager will not make any further acquisitions to which the relevant limit is breached and the Manager, within three months from the date of the breach will take all necessary steps and actions to rectify the breach.

### **DISTRIBUTION POLICY**

Depending on the level of income the Fund generates, the Fund will provide distribution at the end of the maturity.

### **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 will be valued at 11.00 a.m. on the next Business Day (or "trading day + 1"). All foreign assets are translated into the base currency of the Fund i.e. MYR, based on the latest available bid exchange rate quoted by Bloomberg/Reuters at 4.00 p.m. (United Kingdom time) which is equivalent to 11 p.m. or 12 a.m. midnight (Malaysian time) on the same day, or at such time as stipulated in the investment management standards issued by the FiMM.

### **CROSS TRADES POLICY**

The Manager may conduct cross trades between funds it currently manages provided that all criteria imposed by the regulators are met. Notwithstanding, cross trades between the personal account of an employee of the Manager and the Fund's account(s); and between the Manager's proprietary trading accounts and the Fund's account(s) are strictly prohibited. Compliance with the criteria are monitored by the Compliance Unit of the Manager and reported to the Manager's Compliance and Risk Management Committee, to avoid conflict of interests and manipulation that could have a negative impact on investors.

### **VALUATION OF ASSETS**

We will ensure that the valuation of the Fund is to be 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.

### 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

The valuation of MYR denominated money market instruments will be done using the price quoted by a Bond Pricing Agency registered with the SC. For foreign money market instruments, valuation will be done using the indicative yield quoted by independent and reputable institutions.

### > Derivatives and Structured Products

The valuation of derivatives and structured products will be based on the price provided by the respective issuers or structurer. The issuers generate the market valuation through the use of their own proprietary valuation models, which incorporates all the relevant and available market data with respect to the derivatives and structured products (e.g. interest rates, movement of the underlying asset, volatility of the underlying assets, the correlation of the underlying assets and other such factors). For foreign exchange forward contracts ("FX Forwards"), we will apply interpolation formula to compute the value of the FX Forwards based on the rates provided by the Bloomberg or Reuters. If the rates are not available on the Bloomberg or Reuters, the FX Forwards will be valued by reference to the average indicative rate quoted by at least 3 independent dealers. In the case where the Manager is unable to obtain quotation from 3 independent dealers, the FX Forwards will be valued in accordance to fair value as determined by us in good faith, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Investors are advised that certain types of securities are required to be held until such securities mature for the "actual value" to be realised. Any sale of such securities prior to its maturity may attract costs and penalties that would result in a value which is less than its "actual value". As such, any valuation of such securities (prior to its maturity) is merely indicative of what the value might be and does not represent the "actual value" of such securities.

## ABOUT THE FEES AND CHARGES

There are fees and charges involved and you are advised to consider the fees and charges 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 tax which may be imposed by the relevant authority. We (including the Trustee and other service providers) will charge the applicable tax, if any, on the fees, charges and expenses in accordance with the relevant laws.

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

### **SALES CHARGE**

1.80% on the Offer Price and it is non-negotiable.

### **REPURCHASE CHARGE**

5.00% on the NAV per Unit, if repurchase of Units is made after the Investment Date of the Fund.

### Notes:

- (1) There will not be any Repurchase Charge applicable on repurchase request made before the Investment Date;
- (2) The Manager will retain the Repurchase Charge and;
- (3) The Repurchase Charge is not negotiable.

### TRANSFER FEE

Nil.

### **SWITCHING FEE**

Not applicable as the switching facility is not available for this Fund.

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

### **ANNUAL MANAGEMENT FEE**

Nil

### **ANNUAL TRUSTEE FEE**

The Fund pays an annual trustee fee of up to 0.04% per annum of the NAV of the Fund (excluding foreign custodian fees and charges). The Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities.

The trustee fee is calculated and accrued daily and payable monthly to the Trustee.

Assuming that the NAV of the Fund is MYR 120 million for the day, then the daily accrued trustee fee would be:-

MYR 120 million x 0.04%

365 days = MYR 131.51 per day

### **FUND EXPENSES**

Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund may be charged to the Fund. 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 the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- Costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- Costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- Costs and expenses incurred in relation to the distribution of income (if any);
- Any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund;
- Costs, fees and expenses incurred for the fund valuation and accounting of the Fund; 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 as stated in the Deed to increase the fees and charges.

Sales Charge	1.80% of the Offer Price
<b>Repurchase Charge</b> 5.00% on the NAV per Unit, if repurchase of Units is made after the Investment Date the Fund.	
Annual Management Fee 3.00% per annum of the NAV of the Fund calculated and accrued daily	
Annual Trustee Fee	0.10% per annum of the NAV of the Fund calculated and accrued daily (excluding foreign custodian fees and charges)

### **REBATES AND SOFT COMMISSIONS**

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

The soft commission can be retained by us or our delegates provided that;-

- the goods and services are of demonstrable benefit to the Unit Holder in the form of research and advisory services that assist in the decision-making process relating to the Fund's investments; and
- any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund.

# UNDERSTANDING THE RISKS OF THE FUND

Below are the risks associated with the investments of the Fund that you should consider before investing.

	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. 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, fraudulent, dishonesty or weaknesses in operational process and systems, may adversely affect the performance of the Fund.
Liquidity risk	Liquidity risk refers to two scenarios. The first is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario exists where the investment, by its nature, is thinly traded. This will have the effect of causing the investment to be sold below its fair value which would adversely affect the NAV of the Fund.
Performance risk	The performance of the Fund depends on the financial instruments that the Fund purchases. If the instruments do not perform within expectation or if there is a default, then, the performance of the Fund will be impacted negatively. The performance of the Fund may also be impacted if the allocation of assets is not properly done. This is where the experience and expertise of the fund managers are important and the risk on the lack of experience and expertise of the fund managers has been highlighted above. On that basis, there is never a guarantee that investing in the Fund will produce the desired investment returns or on the distribution of income.
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.
Operational risk	Operational risk is the risk of loss due to the breakdown, deficiencies or weaknesses in the operational support functions resulting in the operations or internal control processes producing an insufficient degree of customer quality or internal control by the Manager. Operational risk is typically associated with human error, system failure, fraud and inadequate or defective procedures and controls.

	SPECIFIC RISKS OF THE FUND
Credit and default risk	Credit risk relates to the creditworthiness of the issuers of the money markets instruments and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the instruments. In the case of rated investments, this may lead to a credit downgrade. Default risk relates to the risk of an issuer of the instruments either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the instruments. This could adversely affect the value of the Fund.
Interest rate risk	This risk refers to the impact of interest rate changes on the valuation of the money market instruments. When interest rates rise, the instruments prices generally decline and this may lower the market value of the instruments. The reverse may apply when interest rates fall.
Counterparty risk	Counterparty risk concerns the Fund's investment in Active Assets. Counterparty risk is prevalent as the potential returns derived from the Active Assets are dependent on the ongoing ability and willingness of the issuer i.e. a financial institution 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 issuer may impair the operations and/or the performance of the Fund. However, stringent credit selection process of the issuer of the Active Assets by us prior to commencement of the Active Assets and monitoring mechanisms established by us may potentially mitigate this risk. If, in our opinion there is material adverse change to an issuer we may consider unwinding the issuer's Investments to mitigate potential losses that may arise.
Structured product risk	This risk arises from investments into instruments such as structured warrants issued by a third party. The NAV of the Fund will be impacted by the valuation of the structured product. Factors that may impact the valuation of the structured products will include, but not limited to movement of the underlying asset, volatility of the underlying assets, interest rate levels, the correlation of the underlying assets and other such factors. Any change in the aforesaid factors would either positively or negatively impact the valuation of the structured products hence impacting the NAV of the Fund. As such, the Fund's NAV will be exposed to potential price volatility, which will be dependent on the valuation of the structured products that the Fund invested in.
Derivatives risk	The Fund may be investing in derivative such as option. Valuation of derivatives takes into account a multitude of factors such as movement of the underlying assets, the correlation of the underlying assets with the Fund, the implied future direction of the underlying assets and other factors. Any diverse changes of the factors mentioned above, may result in a lower NAV price and higher volatility for the Fund's NAV.
Concentration risk	The Fund will only purchase a single investment instruments which the Active Assets and as such there is a lack of diversification. The ability of the Fund to achieve its objective is dependent entirely on the performance of the Active Assets.
Currency risk	Currency risk is also known as foreign exchange risk where the risk is associated with the Fund's underlying investments which are denominated in different currencies than the Fund's base currency, i.e. MYR. The impact of the exchange rate movement between MYR and the currencies of the underlying investments may result in depreciation or appreciation of the value of the Fund's investments as expressed in MYR.
Country risk	The foreign investments of the Fund may be affected by risks specific to the country in which it invests in. Such risks, which include changes in a country's economic fundamentals, social and political stability, currency movements and foreign investment policies, may have an impact on the prices of the Fund's investments in such countries. Consequently, it may also affect the Fund's NAV.

	SPECIFIC RISKS OF THE FUND
Repurchase risk	You are reminded to be prepared to commit your investment until the Maturity Date. Any repurchase request made by you will be based on Forward Pricing which is the NAV per Unit at the next valuation point. The NAV per Unit at that valuation point may be lower than your investment outlay. You are also reminded that exiting this Fund prior to the Maturity Date will attract a repurchase charge and this may further reduce any monies payable to you. If the sale of assets of the Fund cannot be liquidated at appropriate price or on adequate terms and is as such not in the interest of existing Unit Holders, the Trustee may refuse the said request in accordance with the Deed, irrespective of the size or amount of the repurchase request.

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 Information Memorandum to assess the risks associated with the Fund. If necessary, you should consult your professional adviser(s) for a better understanding of the risks.

# **DEALING INFORMATION**

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

### 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 details.

# WHAT ARE THE MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT, MINIMUM UNITS HELD AND MINIMUM UNITS OF REPURCHASE?

Minimum Initial Investment	MYR 10,000	
Minimum Additional Investment	MYR 5,000	
Minimum Units Held	10,000 Units	
Minimum Units of Repurchase	10,000 Units	

- At our discretion, we may reduce the minimum initial investment amount, minimum additional investment amount, minimum Units held and minimum Units of repurchase.
- Any additional investments can only be made during the Offer Period.

### **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 during the Offer Period. Units will ONLY be sold during the Offer Period.
- 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.

### **HOW TO MAKE PAYMENT FOR PURCHASE APPLICATION?**

Bank Transfer

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. You may obtain our bank account details from our online download center at www.affinhwangam.com.

➤ Cheque, Bank Draft or Money Order

Issuance of cheque, bank draft or money order should be made payable to "Affin Hwang Asset Management Berhad-CTA", crossed and drawn on a local bank. You are required to write your name, identity card number or business registration number at the back of the cheque, bank draft or money order.

> Bank charges or other bank fees, if any, will be borne by you.

### WHAT IS THE PROCESS OF THE PURCHASE APPLICATION?

- During the Offer Period, if we receive your purchase application on a Business Day, we will create your Units based on the offer price of the Fund. Units will ONLY be sold during the Offer Period.
- > Sale of Units will be honoured upon receipt of complete set of documents together with the proof of payments.

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

- > You must meet the minimum holding of Units after a repurchase transaction. If you insist on making a repurchase request knowing that after the transaction you will hold less than the minimum holdings of Units, we may withdraw all your holding of Units and pay the proceeds to you.
- 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.
- > In the transaction form, you may choose to receive the repurchase proceeds in the manner of a cheque or bank transfer. If cheque is your option, we will issue the cheque in your name. If bank transfer is your option, 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.
- Any incurred bank charges and other bank fees due to a withdrawal by cheque, bank transfer or other special arrangement method will be borne by you.

### WHAT IS THE PROCESS OF REPURCHASE APPLICATION?

- > During the Offer Period, if we receive your repurchase application on a Business Day, we will repurchase your Units based on the Offer Price of the Fund. After the Offer Period, 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"), Units will be repurchased based on the NAV per Unit of the Fund 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.
- > In addition, the Trustee may suspend the repurchase of Units requests:
  - (i) where the Trustee considers that it is not in the interests of the existing Unit Holders to permit the assets of the Fund to be sold or that the assets cannot be liquidated at an appropriate price or on adequate terms and immediately call a Unit Holders' meeting to decide on the next course of action; or
  - (ii) without the consent of the Unit Holders, due to exceptional circumstances when there is a good and sufficient reason to do so having regard to the interests of the Unit Holders. In such case, the period of the suspension shall not exceed 21 days of the commencement of the suspension.

### WHAT IS THE REPURCHASE PROCEEDS PAYOUT PERIOD?

You will be paid within ten (10) days from the day the repurchase request is received by us, provided that all documentations are completed and verifiable.

### WHAT IS THE PRICING OF UNITS?

Any applicable Sales Charge and Repurchase Charge are payable separately from the Selling Price and Repurchase Price. During Offer Period, the Selling Price and the Repurchase Price is equivalent to the Offer Price. After the Offer Period, Forward Pricing will be used to determine the Repurchase Price per Unit of the Fund, which is the NAV per Unit for the Fund as at the next valuation point after the repurchase request is received by us.

### WHERE TO PURCHASE AND REPURCHASE UNITS?

- > Units can be purchased and repurchased at any of the location listed in "Directory of Sales Office" section.
- You may obtain a copy of the Information Memorandum, PHS and application forms from the abovementioned location. Alternatively, you may also visit our website at www.affinhwangam.com.

### WHAT ARE THE SWITCHING OPTIONS?

Switching facility is not available for this 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. There is no minimum amount of Units required to effect a transfer except that the transferor and transferee must hold the minimum holdings of Units to remain as a Unit Holder.

It is important to note that we are at the liberty to disregard or refuse to process the transfer application if the processing of such instruction 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. The person who is in receipt of the Units must be a Sophisticated Investor as well.

### **HOW DO I RECEIVE THE INCOME DISTRIBUTION?**

All income shall be paid in cash. There will be no option for you to reinvest the income in the form of additional Units for this Fund.

For telegraphic transfer option, payment will be transferred to your bank account within seven (7) Business Days after the distribution date.

For cheques option, you will receive the cheque by mail within seven (7) Business Days after the distribution date, which will be sent to the last known address recorded in the Fund's register of Unit Holders.

At the Maturity Date of the Fund, we will redeem or sell the assets of the Fund, and return all proceeds to you (based on the number of Units you hold), subject to the applicable Fund expenses and fees. The payment of income and proceeds is expected to be paid to you within two (2) weeks from the Maturity Date and will not be more than two (2) month from the Maturity Date.

# 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. In early 2014, AHAM was acquired by the Affin Banking Group ("Affin") and hence, is now supported by a homegrown financial services conglomerate. Affin has over 39 years of experience in the financial industry which focuses on commercial, Islamic and investment banking services, money broking, fund management and underwriting of life and general insurance business. Meanwhile, AHAM has 16 years' experience in the fund management industry. Additionally, AHAM is also 27% owned by Nikko Asset Management International Limited, a wholly-owned subsidiary of Tokyo-based Nikko Asset Management Co., Ltd., an Asian investment management franchise. AHAM offers a wide range of products, comprising conventional equity, balanced, bond, money market, capital guaranteed, capital protected, global, structured and feeder funds, as well as Shariah-compliant equity, Islamic money market and Islamic fixed income funds.

### 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 its funds. The investment team will meet at least once a week or more should the need arise. The designated fund manager of the Fund is:-

### Mr David Ng Kong Cheong - Chief Investment Officer

Mr David joined AHAM in 2002 as Head of Equities and assumed the role of Chief Investment Officer in September 2006. He has been responsible for successfully steering AHAM's investments through a tumultuous decade of multiple crisis. His astute and decisive guidance on broad investment strategies which includes interpreting market signals and making timely asset allocation calls has allowed AHAM to remain ahead of its peers. A decade later, he has built the investment team from just four (4) fund managers to a forty (40) strong group featuring an impressive resume across different investment specialties, coverage and geographies. Under his foresight and vision, the team has evolved from being equity-heavy to encompass strong local and regional multi-asset and sector investment capabilities. His absolute return investment philosophy and bottom-up stock selection technique has garnered recognition for AHAM with its multiple award wins, having been voted "CIO of the Year" for Malaysia by Asia Asset Management 2013 awards. Mr David's philosophy of subscribing to the long-term, not taking excessive risk, and investing into quality throughout all the portfolios has set the blueprint for AHAM's investments in years to come. He is well-known in the industry for his discipline, prudence and reasonable attitude to investing. He graduated with a double degree in Bachelor of Commerce (Accounting) and Bachelor of Law from Monash University in Melbourne, Australia and is also a Chartered Financial Analyst (CFA) charterholder.

### ABOUT THE TRUSTEE - TMF TRUSTEES MALAYSIA BERHAD

The Trustee is part of TMF Group, an independent global service provider in the trust & fiduciary sector. The group has more than 125 offices in 83 jurisdictions in the world. The Trustee 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 of the Fund. 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.

# RELEVANT INFORMATION

### **SALIENT TERMS OF THE DEED**

### **Your Rights and Liabilities**

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

- (a) To receive the distribution of income, participate in any increase in the value of the Units and to other such rights and privileges as set out under the Deed for the Fund;
- (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 annual and quarterly reports.

However, you would not have the right to require the transfer to the Unit Holder of any of the investments or assets of the Fund. Neither would you have the right to interfere with or question the exercise by the Trustee or the Manager on his behalf, of the rights of the Trustee as trustee of the investments or assets of the Fund.

You are not liable to the followings:-

- (a) For any amount in excess of the purchase price paid for the Units as determined pursuant to the Deed at the time the Units were purchased;
- (b) For any obligation to indemnify the Trustee and/or the Manager in the event that the liabilities incurred by the Trustee and the Manager 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 NAV of the Fund, and any right of indemnity of the Trustee and/or the Manager shall be limited to recourse to the Fund.

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

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, whichever is less, summon a meeting of the Unit Holders by:-

- (a) 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; 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 apply to 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) of all the Unit Holders, whichever is the lesser number.

### Unit Holders' Meeting Convened By The Trustee

Notwithstanding anything herein the Deed contained, and unless otherwise required or allowed by the relevant laws, a meeting of the Unit Holders summoned by the Trustee for the purpose of authorising the exercise of the right to vote by the Manager and/or the Trustee in respect of any shares forming part of the investments of the Fund which are held by the Manager and/or the Trustee at any election for the appointment of any director of a corporation whose shares are so held shall be summoned by:

- (a) sending by post at least fourteen (14) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders; and
- (b) publishing at least fourteen (14) 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.

All such notices and advertisement to the Unit Holders shall specify the place, time and terms of the resolutions to be proposed.

Where the Trustee summons a Unit Holders' meeting in the event:

- (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.

Or where 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 5.9.1 of the Deed; and
- (e) deciding on the reasonableness of the annual management fee charged to the Fund or each Class.

Then, a meeting of the Unit Holders summoned by the Trustee 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 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.

### 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.

### Quorum Required for Convening A Unit Holders' Meeting

The quorum required for a meeting of the Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy, provided that if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy; 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 at the time of the meeting.

### **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.

# 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 at a rate higher than that disclosed in a prevailing information memorandum unless:-

- (a) we have notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; and
- (b) a supplemental/replacement information memorandum is issued thereafter.

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 a prevailing information memorandum unless:

- (a) both the trustee and the Manager have come to an agreement on the higher rate;
- (b) we 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 unless the total impact on your account is less than MYR 10.00, if applicable. 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 repurchase and cancellation of Units.	AHAM	Fund
Under valuation and/or pricing in relation to the repurchase and cancellation of Units	Fund	Unit Holder or former Unit Holder

### POLICY ON GEARING AND MINIMUM LIQUID ASSETS REQUIREMENTS

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. In structuring the portfolio of the Fund, we will maintain sufficient liquid assets to ensure short term liquidity in the Fund to meet operating expenses.

### **UNCLAIMED MONIES**

Any monies payable to you which remain unclaimed after twelve (12) months from the date of payment will be paid to the Registrar of Unclaimed Monies by the Manager in accordance with the requirements of the Unclaimed Moneys Act 1965.

## INVESTORS INFORMATION

### How can I keep track of my investment?

You may obtain the daily Fund price from our website at www.affinhwangam.com. The daily prices are based on information available one (1) Business Day 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@affinhwangam.com.

### **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 Capital Market Intermediaries, 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 OFFICE**

### **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@affinhwangam.com Website: www.affinhwangam.com

### **PENANG**

No. 10-C-23 & 10-C-24, Precinct 10 Jalan Tanjung Tokong 10470 Penang

Tel: 04 – 899 8022 Fax: 04 – 899 1916

### PERAK

13A Persiaran Greentown 7 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

### **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

### SABAH

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