

Prospectus

# AHAM World Series - India Equity Fund



MANAGER

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

TRUSTEE

**CIMB Commerce Trustee Berhad**  
Registration No.: 199401027349 (313031-A)

This Prospectus is dated 8 November 2024.

The AHAM World Series - India Equity Fund is constituted on 8 November 2024.

*The constitution date for the Fund is also the launch date of the Fund.*

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER. FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 6.



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

### Responsibility Statements

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

### Statements of Disclaimer

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

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

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

### Additional Statements

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

This Prospectus is not intended to and will not be issued and distributed in any country or jurisdiction other than in Malaysia (“Foreign Jurisdiction”). Consequently, no representation has been and will be made as to its compliance with the laws of any Foreign Jurisdiction. Accordingly, no issue or sale of Units to which this Prospectus relates may be made in any Foreign Jurisdiction or under any circumstances where such action is unauthorised.



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

# TABLE OF CONTENTS

|  |    |
|--|----|
| CORPORATE DIRECTORY                                  | 1  |
| ABBREVIATION   | 2  |
| GLOSSARY   | 2  |
| RISK FACTORS   | 6  |
| ABOUT AHAM WORLD SERIES - INDIA EQUITY FUND          | 18 |
| DEALING INFORMATION                                  | 22 |
| FEES, CHARGES AND EXPENSES                           | 28 |
| PRICING  | 31 |
| ABOUT THE TARGET FUND                                | 34 |
| SALIENT TERMS OF THE DEED                            | 46 |
| THE MANAGER  | 52 |
| THE TRUSTEE  | 53 |
| RELATED PARTIES TRANSACTION AND CONFLICT OF INTEREST | 54 |
| TAXATION OF THE FUND                                 | 55 |
| RELEVANT INFORMATION                                 | 64 |
| CONSENTS   | 65 |
| DOCUMENTS AVAILABLE FOR INSPECTION                   | 66 |
| DIRECTORY OF SALES OFFICES                           | 67 |

# CORPORATE DIRECTORY

## **The Manager/AHAM**

### **AHAM Asset Management Berhad**

#### **Registered Office**

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

Tel No. : (603) 2142 3700

Fax No. : (603) 2140 3799

#### **Business Address**

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

Tel No. : (603) 2116 6000

Fax No. : (603) 2116 6100

Toll free line : 1-800-88-7080

E-mail: [customercare@aham.com.my](mailto:customercare@aham.com.my)

Website: [www.aham.com.my](http://www.aham.com.my)

## **The Trustee**

### **CIMB Commerce Trustee Berhad**

#### **Registered Office**

Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470, Kuala Lumpur

Tel No. : (603) 2261 8888

Fax No. : (603) 2261 0099

Website : [www.cimb.com](http://www.cimb.com)

#### **Business Address**

Level 21, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470, Kuala Lumpur

Tel No. : (603) 2261 8888

Fax No. : (603) 2261 9894

E-mail: [ss.corptrust@cimb.com](mailto:ss.corptrust@cimb.com)

Note: You may refer to our website for an updated information on our details.

## ABBREVIATION

|             |  |
|-------------|--|
| <b>AUD</b>  | Australian Dollar.                                     |
| <b>CIS</b>  | Collective investment scheme(s).                       |
| <b>CUTA</b> | Corporate Unit Trust Scheme Advisers.                  |
| <b>ESG</b>  | Environmental, social and governance.                  |
| <b>EU</b>   | European Union.  |
| <b>EUR</b>  | Euro.  |
| <b>FiMM</b> | Federation of Investment Managers Malaysia.            |
| <b>GBP</b>  | British Pound Sterling.                                |
| <b>IUTA</b> | Institutional Unit Trust Scheme Advisers.              |
| <b>MYR</b>  | Ringgit Malaysia.                                      |
| <b>OECD</b> | Organisation for Economic Cooperation and Development. |
| <b>OTC</b>  | Over-the-counter.                                      |
| <b>PHS</b>  | Product Highlights Sheet.                              |
| <b>RMB</b>  | Renminbi.  |
| <b>SC</b>   | Securities Commission Malaysia.                        |
| <b>SGD</b>  | Singapore Dollar.                                      |
| <b>US</b>   | United States of America.                              |
| <b>USD</b>  | United States Dollar.                                  |

## GLOSSARY

|                            |  |
|----------------------------|--|
| <b>AUD Hedged-class</b>    | Represents a Hedged-class issued by the Fund which is denominated in AUD.  |
| <b>Base Currency</b>       | Means the currency in which the Fund is denominated i.e. USD.  |
| <b>Board</b>               | Means the board of directors of AHAM.  |
| <b>Bursa Malaysia</b>      | Means the stock exchange operated by Bursa Malaysia Securities Berhad including such other name as may be amended from time to time.   |
| <b>Business Day</b>        | 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 where the Target Fund is domiciled and/or where the Target Fund is predominantly invested in; (ii) if the jurisdiction of the Target Fund declares that day as a non-business day; and/or (iii) if that day is declared as a non-business day for the Target Fund. |
| <b>Class(es)</b>           | Means any class of Units 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.   |
| <b>CMSA</b>                | Means the Capital Markets and Services Act 2007 as originally enacted and amended or modified from time to time.   |
| <b>Commencement Date</b>   | Means the date on which the sale of Units is first made. The Commencement Date is also the launch date of the Fund.  |
| <b>Commitment Approach</b> | Means an approach for measuring risk or Global Exposure that factors in the market risk of the investments held in the Target Fund, including risk associated with any financial derivatives instruments held by converting the financial derivatives into equivalent positions in the underlying assets of those derivatives (sometimes referred to as "notional exposure"), after netting and hedging arrangements where the market value of underlying security positions may be offset by other commitments related to the same                      |

|   |  |
|---|--|
|   | underlying positions. Global Exposure using the Commitment Approach is expressed as an absolute percentage of total net assets. Under Luxembourg law, Global Exposure related solely to financial derivatives may not exceed 100% of total net assets, and Global Exposure overall (including market risk associated with the Target Fund's underlying investments, which by definition make up 100% of total net assets) may not exceed 200% of total net assets (excluding the 10% that the Target Fund may borrow on a temporary basis for short-term liquidity). |
| <b>Company</b>                          | Means Franklin Templeton Investment Funds.   |
| <b>Covered Bonds</b>                    | Means debt obligations issued by credit institutions and secured by a ring-fenced pool of assets (the "cover pool" or "cover assets") which bondholders have direct recourse to as preferred creditors. Bondholders remain at the same time entitled to a claim against the issuing entity or an affiliated entity of the issuer as ordinary creditors for any residual amounts not fully settled with the liquidation of the cover assets, giving them effectively a double claim or "dual recourse".   |
| <b>CVC Capital Partners Asia Fund V</b> | 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.  |
| <b>Deed</b>                             | Refers to the deed dated 4 September 2024 entered into between the Manager and the Trustee and includes any subsequent amendments and variations to the Deed.  |
| <b>Depository</b>                       | Means J.P. Morgan SE, Luxembourg Branch (the Legal successor of J.P. Morgan Bank Luxembourg S.A.), a Luxembourg-based bank, has been appointed by the Company as the Company's depository bank.  |
| <b>Eligible State</b>                   | Includes any member state of the EU, any member of the OECD, and any other state which the board of directors of the Company deems appropriate.  |
| <b>EU Member State</b>                  | Means Member States of the EU.   |
| <b>EUR Hedged-class</b>                 | Represents a Hedged-class issued by the Fund which is denominated in EUR.  |
| <b>FCM</b>                              | Means the Futures Commission Merchant, an individual or organization which does both of the following: (1) solicits or accepts offers to buy or sell futures contracts, options on futures, off exchange foreign exchange contracts or swaps and (2) accepts money or other assets from customers to support such orders.  |
| <b>Financial Institution</b>            | Means (1) if the institution is in Malaysia –<br><ul style="list-style-type: none"> <li>(i) Licensed Bank;</li> <li>(ii) Licensed Investment Bank; or</li> <li>(iii) Licensed Islamic Bank; or</li> </ul> (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.  |
| <b>Forward Pricing</b>                  | Means the method of determining the price of a Unit which is the NAV per Unit calculated at the next valuation point after a purchase request or a repurchase request, as the case may be, is received by the Manager.   |
| <b>Franklin Templeton</b>               | Refers to Franklin Resources Inc. ("FRI"), and its subsidiaries and affiliates worldwide.  |
| <b>Fund</b>                             | Refers to AHAM World Series – India Equity Fund.   |
| <b>GBP Hedged-class</b>                 | Represents a Hedged-class issued by the Fund which is denominated in GBP.  |
| <b>Guidelines</b>                       | Refers to the <i>Guidelines on Unit Trust Funds</i> issued by the SC and as may be amended from time to time.  |
| <b>Global Exposure</b>                  | Means a measure of the risk exposure for the Target Fund that factors in the market risk exposure of underlying investments, as well as the incremental market risk exposure and implied leverage associated with financial derivative instruments if and where held in the portfolio.   |
| <b>Hedged-class</b>                     | Means a particular Class that aims to reduce the effect of exchange rate fluctuations between the Base Currency and the currency in which the Unit Holders are exposed to through the NAV hedging method carried out by the Fund. The NAV hedging method is undertaken to mitigate substantial currency movements between the Base Currency and the currency of the Hedged-class.  |
| <b>Investment Manager</b>               | Refers to Templeton Asset Management Ltd.  |

|                                 |  |
|---------------------------------|--|
| <b>Licensed Bank</b>            | Means a bank licensed under the Financial Services Act 2013.   |
| <b>Licensed Investment Bank</b> | Means an investment bank licensed under the Financial Services Act 2013.   |
| <b>Licensed Islamic Bank</b>    | Means an Islamic bank licensed under the Islamic Financial Services Act 2013.  |
| <b>LPD</b>                      | Means 31 August 2024 and is the latest practicable date whereby the information disclosed in this Prospectus shall remain relevant and current as at the date of issue of this Prospectus.   |
| <b>Manager / AHAM</b>           | Refers to AHAM Asset Management Berhad.  |
| <b>Management Company</b>       | Refers to Franklin Templeton International Services S.à r.l.   |
| <b>medium to long-term</b>      | Means a period of 3 years and above.   |
| <b>Member State</b>             | Means a member state of the European Economic Area.  |
| <b>Money Market Instruments</b> | Refers to the instruments as defined in Article 2(1) of the UCITS Directive and as referred to in Article 3 of Commission Directive 2007/16/EC.  |
| <b>MYR Class</b>                | Represents a Class issued by the Fund which is denominated in MYR.   |
| <b>MYR Hedged-class</b>         | Represents a Hedged-class issued by the Fund which is denominated in MYR.  |
| <b>NAV per Unit</b>             | 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 Net Asset Value per Unit for each Class; the Net Asset Value per Unit of a Class at a particular valuation point shall be the Net Asset Value of the Fund attributable to that Class divided by the number of Units in Circulation of that Class at the same valuation point.  |
| <b>Net Asset Value or NAV</b>   | 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 Net Asset Value of the Fund attributable to each Class.   |
| <b>Prospectus</b>               | Means this prospectus and includes any supplemental or replacement prospectus, as the case may be.   |
| <b>Regulated Market</b>         | Means a market within the meaning of point 21) of Article 4 of the Directive 2014/65/EC of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments or another regulated market, which operates regularly and is recognised and open to the public in an Eligible State.  |
| <b>Repurchase Charge</b>        | Means a charge imposed pursuant to a repurchase request.   |
| <b>Repurchase Price</b>         | 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.<br><i>The Repurchase Price is equivalent to the initial offer price during the initial offer period and NAV per Unit after the initial offer period.</i>  |
| <b>RMB Hedged-class</b>         | Represents a Hedged-class issued by the Fund which is denominated in RMB.  |
| <b>Sales Charge</b>             | Means a charge imposed pursuant to a purchase request.   |
| <b>Selling Price</b>            | Means the price payable by you for us to create a Unit in the Fund and it shall be exclusive of any Sales Charge.<br><i>The Selling Price is equivalent to the initial offer price during the initial offer period and NAV per Unit after the initial offer period.</i>  |
| <b>SFDR</b>                     | Means the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector.  |
| <b>SGD Hedged-class</b>         | Represents a Hedged-class issued by the Fund which is denominated in SGD.  |
| <b>Special Resolution</b>       | 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. |

|                               |  |
|-------------------------------|--|
| <b>Sustainable Investment</b> | Means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.   |
| <b>Target Fund</b>            | Refers to Franklin India Fund.   |
| <b>Target Fund Prospectus</b> | Means the prospectus of the Target Fund dated August 2024, as amended, modified or supplemented from time to time.   |
| <b>Trustee</b>                | Refers to CIMB Commerce Trustee Berhad.  |
| <b>UCIs</b>                   | Means an undertaking for collective investment within the meaning of Article 1, paragraph (2), point a) and b) of Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended from time to time.  |
| <b>UCITS Directive</b>        | Means Directive 2009/65/EC on the co-ordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as amended by Directive 2014/91/EU, as amended from time to time.   |
| <b>Unit(s)</b>                | Means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit of the Fund; if the Fund has more than one Class, it means a unit issued for each Class.   |
| <b>Units in Circulation</b>   | Means Units created and fully paid for and which have not been cancelled.<br><i>It is also the total number of Units issued at a particular valuation point.</i>   |
| <b>Unit Holder(s), you</b>    | Means the person / corporation registered as the holder of a Unit or Units including persons jointly registered.   |
| <b>US Person</b>              | 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), a US corporation, US partnership, US trust or US estate for US federal income tax purposes.                                  |
| <b>USD Class</b>              | Represents a Class issued by the Fund which is denominated in USD.   |
| <b>Valuation Day</b>          | Means a day on which the New York Stock Exchange is open for normal business (other than during a suspension of normal dealing), further information on the applicable Valuation Days for the Target Fund can be found on the website: <a href="http://www.franklintempleton.lu">http://www.franklintempleton.lu</a> |

**Note:**

Reference to first person pronouns such as “we”, “us” or “our” in this Prospectus means the Manager/AHAM.



# RISK FACTORS

This section provides you with information on the risks associated with investing in the Fund.

## 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 our day-to-day management of the Fund which will impact the performance of the Fund. For example, our investment decisions as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant laws or guidelines due to factors such as human error, fraud, dishonesty or weaknesses in operational process and systems, may adversely affect the performance of the Fund.

### ➤ **Performance Risk**

The 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 the distribution of income.

### ➤ **Operational Risk**

This risk refers to the possibility of a breakdown in our internal controls and policies. The breakdown may be a result of human error, system failure or fraud where our employees collude with one another. This risk may cause monetary loss and/or inconvenience to you. We will regularly review our internal policies and system capability to mitigate instances of this risk. Additionally, we maintain a strict segregation of duties to mitigate instances of fraudulent practices amongst our employees.

### ➤ **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 or financing to finance your investment. The inherent risk of investing with borrowed or financed money includes you being unable to service the loan or 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 or financing.

### ➤ **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 that occur at the Target Fund level, where the market value or fair value of a material portion of the Target Fund's assets cannot be determined. Such exceptional circumstances involve the suspension of dealing by the Target Fund upon the occurrence of any events mentioned in the section "*Suspension of Dealing and Calculation of Net Asset Value of the Target Fund*" in this Prospectus. 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.

\* For further information on repurchase process during suspension period, please refer to "*What is the Repurchase Proceeds Payout Period*" section below.

➤ **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

---

Specific risks relating to the Fund are as below:

➤ **Concentration Risk**

The Fund is a feeder fund which invests in a single CIS. Any adverse effect on the Target Fund will inevitably affect the Fund as well. The performance of the Fund is also dependent on the performance of the Target Fund. This risk may be mitigated as the Manager is allowed to take temporary defensive positions in response to adverse market conditions. The Manager is also able to substitute the Target Fund with another fund with similar objective of the Fund if, in the Manager's opinion, the Target Fund no longer meets the Fund's objective subject to Unit Holders' approval with prior notification to the SC.

For a better understanding of the risks associated to the Target Fund, please refer to the section "*Specific risks of the Target Fund*" below.

➤ **Currency Risk**

The currency risk is applicable to the investments of the Fund which are denominated in a different currency than the Base Currency. Any fluctuation in the exchange rate between the Base Currency and the currencies in which the non-USD investments are denominated may have an impact on the value of these non-USD investments. You should be aware that if the currencies in which the non-USD investments are denominated 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 non-USD investment.

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 fluctuations of NAV of the respective Hedged-class. You should note, however, that if the exchange rate moves favourably, the Hedged-class will not benefit from any upside in currency movement due to the hedging strategy. In addition, hedging is subject to a minimum investment size of entering into a forward contract and the cost of hedging which may affect returns of the respective Hedged-class.

➤ **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 redemption of shares of the Target Fund. The Investment Manager may extend the period for payment of redemption proceeds of the Target Fund to such period as stated in the sections "*Payment Of Sale Proceeds Of The Target Fund*" and "*What Is The Repurchase Proceeds Payout Period?*" in this Prospectus or suspend the redemption of shares of the Target Fund, 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 redemption 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.

➤ **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 the 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 investments issued by such issuer to mitigate potential losses that may arise.

➤ **Country Risk**

Investments of the Fund in the Target Fund which is domiciled in Luxembourg may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the laws or regulations of Luxembourg. For example, the deteriorating economic condition of such country may adversely affect the value of the investments undertaken by the Fund. This in turn may cause the NAV of the Fund or prices of Units to fall.

➤ **Target Fund Manager Risk**

The Target Fund (which the Fund invests in) is managed by the Management Company and the Investment Manager. It is important to note that the Manager has no control over the investment management techniques and operational controls of the Target Fund. Thus, mismanagement of the Target Fund (i.e. breach of its prescribed investment restriction due to human error) may negatively affect the Fund (as an investor of the Target Fund). Should such a situation arise, the Manager may propose to invest in other alternative CIS that is consistent with the investment objective of the Fund provided always that the approval of the Unit Holders has been obtained.

**The above description outlines all applicable risks to the Fund without prioritizing any specific order of importance. Investments in unit trust funds may also expose you to additional risks over time. If in doubt, please consult a professional adviser.**

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

Specific risks relating to the Target Fund are as below:

➤ **Market Risk**

The market values of securities owned by the Target Fund will go up or down, sometimes rapidly or unpredictably. Securities may decline in value due to factors affecting individual issuers, securities markets generally or particular industries or sectors within the securities markets. The value of a security may go up or down due to general market conditions which are not specifically related to a particular issuer, such as real or perceived adverse economic conditions, changes in the general outlook for revenues or corporate earnings, changes in interest or currency rates or adverse investor sentiment generally. They may also go up or down due to factors that affect an individual issuer, a particular industry or sector, such as changes in production costs and competitive conditions within an industry or a specific country. Unexpected events such as natural or environmental disasters (earthquakes, fires, floods, hurricanes, tsunamis) and other severe weather-related phenomena generally, or widespread disease, including pandemics and epidemics, have been and can be highly disruptive to economies of individual companies, sectors, industries, nations, markets and adversely impacting currencies, interest and inflation rates, credit ratings, investor sentiment, and other factors affecting the value of the Target Fund's investments. Given the interdependence among global economies and markets, conditions in one country, market, or region are likely to adversely affect markets, issuers, and/or foreign exchange rates in other countries. These disruptions could prevent the Target Fund from executing advantageous investment decisions in a timely manner and could negatively impact the Target Fund's ability to achieve its investment objective.

During a general downturn in the securities markets, multiple asset classes may decline in value. When markets perform well, there can be no assurance that securities held by the Target Fund will participate in or otherwise benefit from the advance. All investments in financial markets may decrease in value.

➤ **Emerging Market Risk**

The Target Fund's investments in the securities issued by corporations, governments, and government related entities in different nations and denominated in different currencies involve certain risks. These risks are typically increased in developing countries and emerging markets. Such risks, which can have adverse effects on portfolio holdings, may include: (i) investment and repatriation restrictions; (ii) currency fluctuations; (iii) the potential for unusual market volatility as compared to more industrialised nations; (iv) government involvement in the private sector; (v) limited investor information and less stringent investor disclosure requirements; (vi) shallow and substantially smaller liquid securities markets than in more industrialised countries, which means the Target Fund may at times be unable to sell certain securities at desirable prices; (vii) certain local tax law considerations; (viii) limited regulation of the securities markets; (ix) international and regional political and economic developments; (x) possible imposition of exchange controls or other local governmental laws or restrictions; (xi) the increased risk of adverse effects from deflation and inflation; (xii) the possibility of limited legal recourse for the Target Fund; and (xiii) the custodial and/or the settlement systems may not be fully developed.

The liquidity of securities issued by corporations and public-law entities in emerging markets may be substantially smaller than with comparable securities in industrialised countries.

In particular, in respect of high-risk emerging market countries, the net asset value of the Target Fund, the marketability and the returns derived from the Target Fund's investments may be significantly affected by uncertainties such as political or diplomatic developments, social and religious instability, changes in government policies, taxation and interest rates, currency conversion and repatriation, and other political, economic, legislative or regulatory developments in emerging markets and, in particular, the risks of expropriation, nationalisation and confiscation of assets and changes in legislation relating to the level of foreign ownership. All of these events may adversely affect the overall investment climate and, in particular investment opportunities for the Target Fund. The denomination "emerging markets" covers a wide range of countries with differing economic and political situations. A degree of portfolio concentration in high-risk emerging market countries will entail greater exposure to the risks described above for a given portfolio.

➤ **Concentration Risk**

The Target Fund intends to maintain a portfolio with holdings in a relatively limited number of issuers or a concentrated allocation to a given economic sector, market segment or geographical area. By being less diversified, the Target Fund may be more volatile than broadly diversified sub-funds of the Company, or may be exposed to greater risk since under performance of one or a few positions, sectors or geographical areas will have a greater impact on the Target Funds' assets. The Target Fund may be adversely affected as a result of such greater volatility or risk.

➤ **Foreign Currency Risk**

Since the Company values the portfolio holdings of the Target Fund in USD, changes in currency exchange rates adverse to USD may affect the value of such holdings and the Target Fund's yield thereon.

Since the securities, including ancillary liquid assets, bank deposits, money market instruments and money market funds, held by the Target Fund may be denominated in currencies different from its base currency, the Target Fund may be affected favourably or unfavourably by exchange control regulations or changes in the exchange rates between such reference currency and other currencies. Changes in currency exchange rates may influence the value of the Target Fund's shares, and also may affect the value of dividends and interests earned by the Target Fund and gains and losses realized by the Target Fund. If the currency in which a security is denominated appreciates against the base currency, the price of the security could increase. Conversely, a decline in the exchange rate of the currency would adversely affect the price of the security.

To the extent that the Target Fund or any of its share class seeks to use any strategies or instruments to hedge or to protect against currency exchange risk, there is no guarantee that hedging or protection will be achieved. Unless otherwise stated in the Target Fund's investment policy, there is no requirement that the Target Fund seeks to hedge or to protect against currency exchange risk in connection with any transaction.

Currency management strategies may substantially change the Target Fund's exposure to currency exchange rates and could result in losses to the Target Fund if currencies do not perform as the Investment Manager expects. In addition, currency management strategies, to the extent that they reduce the Target Fund's exposure to currency risks, may also reduce the Target Fund's ability to benefit from favourable changes in currency exchange rates. There is no assurance that the Investment Manager's use of currency management strategies will benefit the Target Fund or that they will be, or can be, used at appropriate times. Furthermore, there may not be perfect correlation between the amount of exposure to a particular currency and the amount of securities in the portfolio denominated in that currency. Investing in foreign currencies for purposes of gaining from projected changes in exchange rates, as opposed to hedging currency risks applicable to the Target Fund's holdings, further increases the Target Fund's exposure to foreign investment losses.

➤ **Liquidity Risk**

Liquidity risk takes two forms i.e., asset side liquidity risk and liability side liquidity risk. Asset side liquidity risk refers to the inability of the Target Fund to sell a security or position at its quoted price or market value due to such factors as a sudden change in the perceived value or credit worthiness of the position, or due to adverse market conditions generally. Liability side liquidity risk refers to the inability of the Target Fund to meet a redemption request, due to the inability of the Target Fund to sell securities or positions in order to raise sufficient cash to meet the redemption request. Markets where the Target Fund's securities are traded could also experience such adverse conditions as to cause exchanges to suspend trading activities. Reduced liquidity due to these factors may have an adverse impact on the net asset value of the Target Fund and, as noted, on the ability of the Target Fund to meet redemption requests in a timely manner.

Certain securities are illiquid due to a limited trading market, financial weakness of the issuer, legal or contractual restrictions on resale or transfer, or that are otherwise illiquid in the sense that they cannot be sold within seven days at approximately the price at which the Target Fund values them. Securities that are illiquid involve greater risk than securities with more liquid markets. Market quotations for such securities may be volatile and/or subject to large spreads between bid and ask prices. Illiquidity may have an adverse impact on market price and the Target Fund's ability to sell particular securities when necessary to meet the Target Fund's liquidity needs or in response to a specific economic event.

### ➤ **Convertible and Hybrid Securities Risk**

A convertible security is generally a debt obligation, preferred stock or other security that pays interest or dividends and may be converted by the holder within a specified period of time into common stock at a specified conversion price. The value of convertible securities may rise and fall with the market value of the underlying stock or, like a debt security, vary with changes in interest rates and the credit quality of the issuer. A convertible security tends to perform more like a stock when the underlying stock price is high relative to the conversion price (because more of the security's value resides in the option to convert) and more like a debt security when the underlying stock price is low relative to the conversion price (because the option to convert is less valuable). Because its value can be influenced by many different factors, a convertible security is not as sensitive to interest rate changes as a similar non-convertible debt security, and generally has less potential for gain or loss than the underlying stock.

Hybrid securities are those that, like convertible securities described above, combine both debt and equity characteristics. Hybrids may be issued by corporate entities (referred to as corporate hybrids) or by financial institutions (commonly referred as contingent convertible bonds or "CoCos"). Hybrid securities are subordinated instruments that generally fall in the capital structure between equity and other subordinated debt, i.e. such securities will be the most junior securities above equity. Such securities will generally have a long maturity and may even be perpetual in nature. Coupon payments may be discretionary and as such may be cancelled by the issuer at any point, for any reason, and for any length of time. The cancellation of coupon payments may not amount to an event of default. Hybrid securities are callable at pre-determined levels. It cannot be assumed that hybrid securities, including perpetual securities, will be called on the call date. The Target Fund may not receive return of principal on a given call date or on any date.

Contingent convertible securities issued by financial institutions ("CoCos"), which became popular following the 2008-2009 financial crisis as a way of mitigating the impact of stressed market conditions, have certain additional characteristics not typical of corporate hybrids. For CoCos, conversion is tied to a pre-specified trigger event based on the capital structure of the financial institution and/or to when the regulator deems the bank to be no longer viable. The contingent convertible bond may convert to equity or, alternatively, may be purely loss absorbing and convert to nothing. Trigger levels may differ from one issue to the next and the risk of conversion will depend on the distance of the capital ratio to the trigger level and/or the point at which the regulator deems the issuer no longer viable (i.e. the bonds are "bail-in-able" at the "point of non-viability" or "PONV"), making it difficult for the Investment Manager to anticipate the triggering events that would require the debt to convert into equity or be simply loss absorbing. It may also be difficult for the Investment Manager to assess how the securities will behave upon conversion. Because conversion occurs after a specified event, conversion may occur when the share price of the underlying equity is less than when the bond was issued or purchased. Whereas traditional convertible securities are convertible at the option of the holder and the holder of such bonds will generally convert when the share price is higher than the strike price (i.e. when the issuer is doing well), CoCos tend to convert when the issuer is in crisis and needs additional equity or loss absorption in order to survive. As a result, there is greater potential for capital loss with CoCos compared to conventional convertible securities. The trigger could be activated through a material loss in capital as represented in the numerator or an increase in risk weighted assets (due to a shift to riskier assets) as measured in the denominator. Unlike for corporate hybrids, cancelled coupon payments do not generally accumulate and are instead written off. Holders of CoCos may see their coupons cancelled while the issuer continues to pay dividends on common equity, unlike the case of corporate hybrids which typically have so-called "dividend pusher/stopper clauses" which link the payment of hybrid coupons to equity dividends. CoCos may suffer from capital structure inversion risk, since investors in such securities may suffer loss of capital when equity holders do not in the event the pre-defined trigger is breached before the regulator deems the issuer non-viable (if the regulator declares non-viability before such a breach, the normal creditor hierarchy should apply). The value of CoCos may be subject to a sudden drop in value should the trigger level be reached. The Target Fund may be required to accept cash or securities with a value less than its original investment or, in the event of instances where the contingent convertible bond is intended to be only loss absorbing, the Target Fund may lose its entire investment.

### ➤ **Counterparty Risk**

Counterparty risk is the risk to each party of a contract that the counterparty will fail to perform its contractual obligations and/or to respect its commitments under the term of such contract, whether due to insolvency, bankruptcy or other cause.

When OTC or other bilateral contracts are entered into (e.g. OTC derivatives), the Company may find itself exposed to risks arising from the solvency of its counterparties and from their inability to respect the conditions of these contracts.

## ➤ **Derivative Instruments Risk**

The performance of derivative instruments depends largely on the performance of an underlying currency, security, index or other reference asset, and such instruments often have risks similar to the underlying instrument, in addition to other risks. The Target Fund may use options, futures, options on futures, and forward contracts on currencies, securities, indices, interest rates or other reference assets for hedging and/or efficient portfolio management. Derivative instruments involve costs and can create economic leverage in the Target Fund's portfolio which may result in significant volatility and cause the Target Fund to participate in losses (as well as gains) in an amount that significantly exceeds the Target Fund's initial investment. In the case of futures transactions, the amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the Target Fund. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders.

Transactions in options may also carry a high degree of risk. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the Target Fund is fixed, the Target Fund may sustain a loss well in excess of that amount. The Target Fund will also be exposed to the risk of the purchaser exercising the option and the Target Fund will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the Target Fund holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced. The risk of loss to the Target Fund for a swap transaction on a net basis depends on which party is obliged to pay the net amount to the other party. If the counterparty is obliged to pay the net amount to the Target Fund, the risk of loss to the Target Fund is the loss of the entire amount that the Target Fund is entitled to receive; if the Target Fund is obliged to pay the net amount, the Target Fund's risk of loss is limited to the net amount due (please also refer to "Swap Agreements risk" as described in the Target Fund Prospectus).

Certain derivatives have the potential for a high degree of leverage regardless of the size of the initial investment. The use of leverage may cause the Target Fund to liquidate portfolio positions to satisfy its obligations or to meet asset segregation requirements when it may not be advantageous to do so. Other risks include illiquidity, mispricing or improper valuation of the derivative instrument, and imperfect correlation between the value of the derivative and the underlying instrument so that the Target Fund may not realise the intended benefits. Their successful use will usually depend on the Investment Manager's ability to accurately forecast movements in the market relating to the underlying instrument. Should a market or markets, or prices of particular classes of investments move in an unexpected manner, especially in unusual or extreme market conditions, the Target Fund may not achieve the anticipated benefits of the transaction, and it may realise losses, which could be significant. If the Investment Manager is not successful in using such derivative instruments, the Target Fund's performance may be worse than if the Investment Manager did not use such derivative instruments at all. To the extent that the Target Fund uses such instruments for hedging purposes, there is the risk of imperfect correlation between movements in the value of the derivative instrument and the value of the underlying investment or other asset being hedged. There is also the risk, especially under extreme market conditions, that an instrument, which usually would operate as a hedge, provides no hedging benefits at all.

The Target Fund may engage in transactions involving derivative instruments that trade on exchanges or that may be privately negotiated and trade OTC and not on an exchange. Exchange-traded derivatives include futures, options, options on futures, and warrants. Examples of OTC derivative instruments include currency forwards, interest rate swaps, credit default swaps, total return swaps or contracts for differences. Use of such OTC instruments could result in a loss if the counterparty to the transaction (with respect to forward currency contracts and other OTC derivatives) does not perform as promised, including because of such counterparty's bankruptcy or insolvency. This risk may be heightened during volatile market conditions. Collateral is employed for many OTC derivative transactions – it needs to be transferred to the counterparty if the Target Fund has a net loss on a given transaction and the Target Fund may hold collateral received from the counterparty to the Target Fund if the Target Fund has a net gain on a given transaction. The value of the collateral may fluctuate, however, and it may be difficult to sell, so there are no assurances that the value of collateral held will be sufficient to cover the amount owed to the Target Fund or will not be absorbed by other outstanding obligations of the counterparty. Other risks include the inability to close out a position because the trading market becomes illiquid (particularly in the OTC markets) or the availability of counterparties becomes limited for a period of time. In addition, the presence of speculators in a particular market could lead to price distortions. To the extent that the Target Fund is unable to close out a position because of market illiquidity, the Target Fund may not be able to prevent further losses of value in its derivatives holdings and the Target Fund's liquidity may be impaired to the extent that it has a substantial portion of its otherwise liquid assets marked as segregated to cover its obligations under such derivative instruments. The Target Fund may also be required to take or make delivery of an underlying instrument that the Investment Manager would otherwise have attempted to avoid. Some derivatives can be particularly sensitive to changes in interest rates or other market prices. While the Target Fund may intend to use derivative strategies on a regular basis, it is not obligated to actively engage in these transactions, generally or in any particular kind of derivative, if the Investment Manager elects not to do so due to availability, cost or other factors.

Financial derivative instruments may be used for, among other purposes, synthetic short selling. According to the Law of 17 December 2010, the short selling of securities or any physical instrument is not permitted. In order to replicate short exposure to hedge a long position in the same or a similar asset, synthetic short selling can be accomplished through the use of derivatives. The purchase of credit default swaps (“CDS”), for example, for a particular issuer without owning a debt obligation of that issuer effectively results in the Target Fund having a short exposure to that issuer. The Target Fund may also purchase credit default swaps to hedge an existing position in the same issuer. Purchasing a put option on a stock, debt obligation, or a currency without owning the stock, debt obligation or currency is also effectively going short (and again such a transaction may be entered into for the purpose of hedging an existing position). The only investment at risk in such strategies is the premium paid for the CDS or option, unlike the case of going short actual stocks, bonds or currencies where the full investment in such assets is at risk. Another synthetic short selling strategy is the selling of interest rate futures which will benefit from a rise in interest rates, thereby replicating going short interest rates. Where premium is paid for such synthetic short selling strategies (e.g. for credit default swaps or put options), there is the possibility of losing the entire investment if no credit event occurs (in the case of credit default swaps) or the option expires worthless (because the underlying asset did not fall below the strike price). Where a futures contract is entered into (e.g. selling interest rate futures), the potential loss is governed by the degree to which interest rates move down instead of up, the conversion factor applied vis-à-vis the basket of eligible securities, the time to delivery, and the notional amount associated with the contract. Additional strategies similar to these may be implemented with similar consequences and potential risks. Risk is mitigated by virtue of daily adjustment of variation margin and/or the maintenance of eligible collateral against the position. There is no assurance that such synthetic short selling strategies as described herein will be as effective in achieving short exposure for hedging purpose as actual short selling strategies.

Under recent financial reforms, certain types of derivatives (i.e., certain swaps) are, and others eventually are expected to be, required to be cleared through a central counterparty. Central clearing is designed to reduce counterparty credit risk and increase liquidity compared to OTC swaps, but it does not eliminate those risks completely. With cleared swaps, there is also a risk of loss by the Target Fund of its initial and variation margin deposits in the event of bankruptcy of the FCM with which the Target Fund has an open position in a swap contract. If an FCM does not provide accurate reporting, the Target Fund is also subject to the risk that the FCM could use the Target Fund's assets to satisfy its own financial obligations or the payment obligations of another customer to the central counterparty. With cleared swaps, the Target Fund may not be able to obtain as favourable terms as it would be able to negotiate for a bilateral, uncleared swap. In addition, an FCM may unilaterally amend the terms of its agreement with the Target Fund, which may include the imposition of position limits or additional margin requirements with respect to the Target Fund's investment in certain types of swaps. Central counterparties and FCMs generally can require termination of existing cleared swap transactions at any time, and can also require increases in margin above the margin that is required at the initiation of the swap agreement.

The regulation of cleared and uncleared swaps, as well as other derivatives, is a rapidly changing area of law and is subject to modification by government and judicial action. In addition, regulators and exchanges in many jurisdictions are authorised to take extraordinary actions in the event of a market emergency, including, for example, the implementation or reduction of speculative position limits, the implementation of higher margin requirements, the establishment of daily price limits and the suspension of trading. It is not possible to predict fully the effects of current or future regulation. New requirements, even if not directly applicable to the Target Fund, may increase the cost of the Target Fund's investments and cost of doing business, which could adversely affect investors of the Target Fund.

The use of derivative strategies may also have a tax impact on the Target Fund. The timing and character of income, gains or losses from these strategies could impair the ability of the Investment Manager to utilise derivatives when it wishes to do so.

#### ➤ **Equity Risk**

Investments in equity securities offer the potential for substantial capital appreciation. However, such investments also involve risks, including issuer, industry, market and general economic related risks. Although the Investment Manager will use diversification to reduce some of these risks, adverse developments or perceived adverse developments in one or more of these areas could cause a substantial decline up to a total loss of the value of equity securities owned by the Target Fund.

Additionally, the Target Fund may invest in specific types of securities bearing additional price risks or liquidity risks, specific to their nature. Such securities may include but are not limited to (i) special purpose acquisition companies (“SPACs”) which may have no existing business operations (ii) private investments in public equity (“PIPE”) and/or (iii) initial public offerings (“IPOs”).

➤ **Participatory Notes Risk**

Participatory notes also known as p-notes are financial instruments that may be used by the Target Fund to obtain exposure to an equity investment, including common stocks and warrants, in a local market where direct ownership is not allowed. Investment in participatory notes may involve an OTC transaction with a third party. Therefore, the Target Fund investing in participatory notes may be exposed not only to movements in the value of the underlying equity, but also to the risk of counterparty default, which may in the event of counterparty default result in the loss of the full market value of the equity.

➤ **Private Companies Risk**

Investments in securities issued by private companies involve a significant degree of risk and uncertainties compared to publicly traded equity. These investments are usually made in companies that have existed for a short period of time, with little business experience and therefore any forecast of future growth in value is subject to a high level of uncertainty.

Investments in securities issued by private companies are also subject to limited liquidity as they are not traded in an organized market.

➤ **Smaller and Midsize Companies Risk**

While smaller and midsize companies may offer substantial opportunities for capital growth, they also involve substantial risks and should be considered speculative. Historically, smaller and midsize company securities have been more volatile in price than larger company securities, especially over the short term. Among the reasons for the greater price volatility are the less certain growth prospects of smaller and midsize companies, the lower degree of liquidity in the markets for such securities, and the greater sensitivity of smaller and midsize companies to changing economic conditions.

In addition, smaller and midsize companies may lack depth of management, be unable to generate funds necessary for growth or development, have limited product lines or be developing or marketing new products or services for which markets are not yet established and may never become established. Smaller and midsize companies may be particularly affected by interest rate increases, as they may find it more difficult to borrow money to continue or expand operations, or may have difficulty in repaying any loans which are floating-rate.

These risks are typically increased for securities issued by smaller companies registered or performing a significant part of their activities in developing countries and emerging markets, especially as the liquidity of securities issued by companies in emerging markets may be substantially smaller than with comparable securities in industrialised countries.

➤ **Sustainability Risk**

The Investment Manager considers that sustainability risks are relevant to the returns of the Target Fund. The integration of sustainability risks in the investment decision process may have the effect of excluding profitable investments from the investment universe of the Target Fund and may also cause the Target Fund to sell investments that will continue to perform well.

Appreciation of sustainability risk is to a degree subjective and there is no guarantee that all investments made by the Target Fund will reflect beliefs or values of any particular investor of the Target Fund on Sustainable Investments.

A sustainability risk could materialise as the occurrence of an environmental, social or governance event or condition causing material negative impact on the value of one or several investments and thus negatively affecting the returns of the Target Fund.

Sustainability risks can manifest themselves in different ways, such as but not limited to:

- failure to comply with environmental, social or governance standards resulting in reputational damage, causing fall in demand for products and services, or loss of business opportunities for a company or industry group;
- changes in laws, regulations or industry norms giving rise to possible fines, sanctions or change in consumer behavior affecting a company or an entire industry's prospects for growth and development;
- changes in laws or regulations, may generate higher demand for, and thus undue increase in prices of securities of companies perceived as meeting higher ESG standards. Prices of such securities may become more volatile if perception from market participants about companies' adherence to ESG standards changes; and
- changes in laws or regulations, may incentivize companies to provide misleading information about their environmental, social or governance standards or activities.



Commonly considered sustainability risk factors are split into environment, social, and governance, such as but not limited to the following topics:

a) Environment

- Climate mitigation;
- Adjustment to climate change;
- Protection of biodiversity;
- Sustainable use and protection of water and maritime resources;
- Transition to a circular economy, avoidance of waste, and recycling;
- The avoidance and reduction of environmental pollution;
- Protection of healthy ecosystems; and
- Sustainable land use.

b) Social affairs

- Compliance with recognized labor law standards (no child and forced labor, no discrimination);
- Compliance with employment safety and health protection;
- Appropriate remuneration, fair working conditions, diversity, and training and development opportunities;
- Trade union rights and freedom of assembly;
- Guarantee of adequate product safety, including health protection;
- Application of the same requirements to entities in the supply chain; and
- Inclusive projects or consideration of the interests of communities and social minorities.

c) Corporate Governance

- Tax honesty;
- Anti-corruption measures;
- Sustainability management by the board;
- Board remuneration based on sustainability criteria;
- The facilitation of whistle-blowing;
- Employee rights guarantees; and
- Data protection guarantees;

Sustainability risks can lead to a significant deterioration in the financial profile, profitability or reputation of an underlying investment and thus may materially impact its market price or liquidity.

➤ **Warrants Risk**

Investments in and holding of warrants may result in increased volatility of the net asset value of the Target Fund, which may make use of warrants, and accordingly are accompanied by a higher degree of risk.

➤ **Credit Risk**

Credit risk, a fundamental risk relating to all fixed income securities as well as Money Market Instruments, is the chance that an issuer will fail to make principal and interest payments when due. Issuers with higher credit risk typically offer higher yields for this added risk. Conversely, issuers with lower credit risk typically offer lower yields. Generally, government securities are considered to be the safest in terms of credit risk, while corporate debt, especially those with poorer credit ratings, have the highest credit risk. Changes in the financial condition of an issuer, changes in economic and political conditions in general, or changes in economic and political conditions specific to an issuer (particularly a sovereign or supranational issuer), are all factors that may have an adverse impact on an issuer's credit quality and security values. Related to credit risk is the risk of downgrade by a rating agency. Rating agencies such as Standard & Poor's Financial Services LLC., Moody's Investors Service and Fitch Ratings Inc., among others, provide ratings for a wide array of fixed income securities (corporate, sovereign, or supranational) which are based on their creditworthiness. The agencies may change their ratings from time to time due to financial, economic, political, or other factors, which, if the change represents a downgrade, can adversely impact the value of the affected securities.

➤ **Dividend-paying Equity Risk**

There can be no guarantee that the companies that the Target Fund invests in and which have historically paid dividends will continue to pay dividends or to pay dividends at the current rates in the future. The reduction or discontinuation of dividend payments may have a negative impact on the value of the Target Fund's holdings and consequently, the Target Fund may be adversely impacted.

➤ **Initial Public Offerings Risk**

The Target Fund may invest in IPO. IPO risk is the risk that the market values of IPO shares may experience high volatility from factors such as the absence of a prior public market, unseasoned trading, the limited number of shares available for trading and limited information about the issuer. Additionally, the Target Fund may hold IPO shares for a very short period of time, which may increase the Target Fund's expenses. Some investments in IPOs may have an immediate and significant impact on the Target Fund's performance.

➤ **Dilution and Swing Pricing Risk**

The actual cost of purchasing or selling the underlying investments of the Target Fund may be different from the carrying value of these investments in the Target Fund's valuation. The difference may arise due to dealing and other costs (such as taxes) and/or any spread between the buying and selling prices of the underlying investments.

These dilution costs can have an adverse effect on the overall value of the Target Fund and thus the net asset value per share of the Target Fund may be adjusted in order to avoid disadvantaging the value of investments for existing shareholders. The size of the adjustment impact is determined by factors such as the volume of transactions, the purchase or sale prices of the underlying investments and the valuation method adopted to calculate the value of such underlying investments of the Target Fund.

➤ **Class Hedging Risk**

The Company may engage in currency hedging transactions with regard to a certain share class (the "hedged share class"). Hedging transactions are designed to reduce, as much as possible, the currency risk for investors.

Any financial instruments used to implement such hedging strategies with respect to one or more classes of the Target Fund shall be assets and/or liabilities of the Target Fund as a whole, but will be attributable to the relevant class(es) and the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant class. Any currency exposure of a class may not be combined with or offset against that of any other class of the Target Fund. The currency exposure of the assets attributable to a class may not be allocated to other classes. No intentional leveraging should result from currency hedging transactions of a class although hedging may exceed 100% by a small margin as in the case of a net investment flow to or from a hedged share class the hedging may not be adjusted and reflected in the net asset value of the hedged share class of the Target Fund until the following or a subsequent business day of the Target Fund following the Valuation Day on which the instruction was accepted.

There is no guarantee that attempts to hedge currency risk will be successful and no hedging strategy can eliminate currency risk entirely. Should a hedging strategy be incomplete or unsuccessful, the value of the Target Fund's assets and income can remain vulnerable to fluctuations in currency exchange rate movements.

In the case of a net investment flow to or from a hedged share class the hedging may not be adjusted and reflected in the net asset value of the hedged share class of the Target Fund until the following or a subsequent business day of the Target Fund following the Valuation Day on which the instruction was accepted.

There may be circumstances in which a hedging transaction may reduce currency gains that would otherwise arise in the valuation of the Target Fund. The gains/losses on and the costs of such hedging transactions will accrue solely to the relevant hedged share class of the Target Fund.

This risk for holders of any hedged share class of the Target Fund may be mitigated by using any of the efficient portfolio management techniques and instruments (including currency options and forward currency exchange contracts, currency futures, written call options and purchased put options on currencies and currency swaps), within the conditions and limits imposed by the Luxembourg financial supervisory authority.

The hedging strategy may substantially limit the investors of the relevant hedged share class of the Target Fund from benefiting from any potential increase in value of the share class of the Target Fund expressed in the reference currency(ies), if the hedged share class currency falls against the reference currency(ies). Additionally, investors of the hedged share class of the Target Fund may be exposed to fluctuations in the net asset value per share of the Target Fund reflecting the gains/losses on and the associated transactions costs of the relevant financial instruments used to implement the hedging strategy. The gains/losses on and the transactions costs of the relevant financial instruments will accrue solely to the relevant hedged share class.

Further, the hedging strategy may act as a drag or boost to performance as a result of the interest rate differential between the hedged share class currency and the reference currency(ies). Where there is a positive interest rate differential between the hedged share class currency over the reference currency(ies) an increase in relative performance of the hedged share class over the reference currency(ies) class may be observed. The opposite may be true and it should be noted that if the interest rate of the reference currency of the hedged share class is lower than the interest rate of the base currency of the Target Fund, the interest rate carry is likely to be negative and a decrease in relative performance of the hedged share class may be observed.

➤ **Legal and Regulatory Risk**

The Target Fund must comply with various legal requirements, including requirements imposed by the securities laws and companies laws in various jurisdictions, including the Grand Duchy of Luxembourg.

The interpretation and application of legislative acts can be often contradictory and this may impact the enforceability of the various agreements and guarantees entered into by the Target Fund. Legislation could be imposed retrospectively or may be issued in the form of internal regulations not generally available to the public. The interpretation and application of laws and regulations can be often contradictory and uncertain particularly in respect of matters relating to taxation.

Courts may not adhere to the requirements of the law and the relevant contract and it cannot be guaranteed that any recourse or judgment obtained in a foreign court will be enforced in certain jurisdictions where the assets relating to securities held by the Target Fund are located.

**The risks outlined above are the key risks of the Target Fund and we recommend that this section be read in conjunction with the Target Fund Prospectus which is available at the business address of the Manager as stated in section “Documents Available for Inspection”. We take all reasonable efforts to ensure the accuracy of the disclosure in relation to the specific risks of 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 section regarding the specific risks of the Target Fund as compared to the Target Fund Prospectus, the Target Fund Prospectus shall prevail.**

---

## **RISK MANAGEMENT**

---

In our day-to-day running of the business, we employ a proactive risk management approach to manage portfolio risks, operational risks and liquidity risks. The Board has established a board compliance and risk management committee to oversee AHAM’s risk management activities both at operational level and at portfolio management level to ensure that the risk management process is in place and functioning. The board compliance and risk management committee comprise of at least three (3) Board members and is chaired by an independent director. At the operational level, we have established a compliance and risk oversight committee with the primary function of identifying, evaluating and monitoring risks as well as to formulate internal control measures to manage and mitigate the exposure to risks that may affect the performance of the Fund, returns to the investors or Unit Holders’ interest within a clearly defined framework and is primarily responsible for ensuring that the policies and procedures that have been implemented are reviewed on an on-going basis with periodic assessments. The compliance and risk oversight committee and the board compliance and risk management committee deliberate on any non-compliances and risk management issues on a quarterly basis.

As the Fund will be investing a minimum of 85% of its NAV in the Target Fund, the risk management of the Fund will largely be held at the level of the Target Fund. Nevertheless, we will conduct a stringent screening process by conducting fundamental analysis of economic, political and social factors to evaluate their likely effects on the performance of the markets and sectors and any risks associated with it.

To manage non-compliance risks, we use, inter alia, an information technology system that is able to monitor the trading of investment to ensure compliance with the Fund’s investment limits and restrictions. We also undertake stringent evaluation of movements in market prices and regularly monitor, review and report to the person(s) or members of a committee undertaking the oversight function of the Fund to ensure that the Fund’s investment objective is met. Regular portfolio reviews by senior members of the investment team further reduce the risk of implementation inconsistencies and guidelines violations.

We will also closely monitor the performance of the Target Fund by looking at the Target Fund’s standard deviation, tracking error and measures of excess return. We will also obtain regular updates from the Management Company and the data obtained will be reviewed on a quarterly basis, or as and when extreme market conditions or price movement in the Target Fund occur.

We also have in place a credit risk management process to reduce counterparty risk of derivatives whereby such risk arises when the counterparties are not able to meet their contractual obligations. Prior to entering into a contract with the counterparties, we will conduct an evaluation on the credit standing of the counterparties to ensure they are able to meet their contractual obligations. It is important to note that an event of downgrade does not constitute a default. If we are of the view that the downgrade in the rating of the counterparty may lead to high credit risk, we will not hesitate to take pre-emptive measures to unwind these positions.

## Liquidity Risk Management

We have established liquidity risk management policies to enable us to identify, monitor and manage the liquidity risk of the Fund in order to meet the repurchase requests from the Unit Holders with minimal impact to the Fund as well as safeguarding the interests of the remaining Unit Holders. Such policies take into account, amongst others, the asset class of the Fund and the repurchase policy of the Fund.

To manage the liquidity risk, we have put in place the following procedures:

- a) The Fund may hold a maximum of 15% of its NAV in money market instruments and/or deposits. This will allow the Fund to have sufficient buffer to meet the Unit Holders' repurchase request;
- b) Regular review by the designated fund manager on the Fund's investment portfolio including its liquidity profile;
- c) Daily monitoring of the Fund's net flows and periodic liquidity stress testing of the Fund's assets against repurchase requests during normal and adverse market conditions are performed as pre-emptive measures in tracking the Fund's liquidity status. This will ensure that we are prepared and able to take the necessary action proactively to address any liquidity concerns, which would mitigate the potential risks in meeting Unit Holders' repurchase requests; and
- d) Suspension of repurchase requests from the Unit Holders under exceptional circumstances that occur at the Target Fund level, where the market value or fair value of a material portion of the Target Fund's assets cannot be determined. Such exceptional circumstances involve the suspension of dealing by the Target Fund upon the occurrence of any events mentioned in section "*Suspension of Dealing and Calculation of Net Asset Value of the Target Fund*" in this Prospectus. During the suspension period, the repurchase requests from the Unit Holders will be accepted but will not be processed. Such repurchase requests will only be processed on the next Business Day once the suspension is lifted. That said, the action to suspend repurchase requests from the Unit Holders shall be exercised only as a last resort by the Manager.

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

# ABOUT AHAM WORLD SERIES - INDIA EQUITY FUND

|                            |  |
|----------------------------|--|
| <b>Fund Category</b>       | : Feeder   |
| <b>Fund Type</b>           | : Growth   |
| <b>Base Currency</b>       | : USD  |
| <b>Financial Year End</b>  | : 30 September   |
| <b>Distribution Policy</b> | : The Fund is not expected to make distribution. However, incidental distribution may be declared whenever is appropriate. |
| <b>Deed(s)</b>             | : Deed dated 4 September 2024.   |

## INVESTMENT OBJECTIVE

The Fund seeks to provide capital appreciation over the medium to long-term period.

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

## INITIAL OFFER PRICE AND INITIAL OFFER PERIOD

| USD Class | MYR Class | MYR Hedged-class | SGD Hedged-class | AUD Hedged-class | GBP Hedged-class | EUR Hedged-class | RMB Hedged-class |
|-----------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|
| USD 0.50  | MYR 0.50  | MYR 0.50         | N/A              | N/A              | N/A              | N/A              | N/A              |

- The initial offer period for USD Class, MYR Class and MYR Hedged-class shall be for a period of not more than twenty-one (21) calendar days from the Commencement Date. The initial offer period may be shortened if we determine that it is in your best interest.
- The initial offer period for SGD Hedged-class, AUD Hedged-class, GBP Hedged-class, EUR Hedged-class and RMB Hedged-class will be one (1) day which is on the launch date of the particular Class. The launch date will be disseminated through official communication channels and communiqués to the Unit Holders and a supplemental/replacement prospectus will be issued for the launch of the particular Class.

## BENCHMARK

MSCI India Index

Source: [www.msci.com/](http://www.msci.com/)

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

*Kindly note that the benchmark of the Fund is the same as the benchmark of the Target Fund.*

## ASSET ALLOCATION

- A minimum of 85% of the Fund's NAV will be invested in the Target Fund; and
- A maximum of 15% of the Fund's NAV will be invested in money market instruments, deposits and/or derivatives for hedging purposes.

## INVESTMENT STRATEGY

The Fund will be investing a minimum of 85% of the Fund's NAV in the Target Fund and a maximum of 15% of the Fund's NAV in money market instruments, deposits and/or derivatives for hedging purposes.

While the Fund is highly invested in the Target Fund, we will ensure that the Fund has sufficient liquidity to meet the repurchase requests made by the Unit Holders. We may take temporary defensive positions that may be inconsistent with the Fund's principal strategy by reducing its investment in the Target Fund and raise liquidity levels of the Fund by investing in money market instruments and/or deposits during adverse market conditions to protect the Unit Holders' interest. As a result, we will be able to minimise the negative impact to the Fund's performance. However, the temporary defensive position will result in the Fund's performance not in line with the Target Fund's performance.

When the temporary defensive position is no longer required, we will resume the Fund's asset allocation by investing at least 85% of the Fund's NAV in the Target Fund.

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 Holders' approval before any such changes are made.

### **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 (2) 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 (2) financial instruments between two (2) parties.

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

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

### **Cross Trades Policy**

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

## **PERMITTED INVESTMENTS**

- CIS;
- Money market instruments;
- Deposits; and
- Derivatives.

## **INVESTMENT RESTRICTIONS AND LIMITS**

- The Fund's assets must be relevant and consistent with the investment objective of the Fund.
- The Fund must invest at least 85% of its NAV in units or shares of a single CIS.
- The Fund may invest up to 15% of its NAV in:
  - i. money market instruments that are dealt in or under the rules of an eligible market with residual maturity not exceeding 12 months;
  - ii. short-term deposits; and
  - iii. derivatives for hedging purpose.
- The Fund must not invest in:
  - i. a fund-of-funds;
  - ii. a feeder fund; and
  - iii. any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.
- The value of the Fund's investments in money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV ("Single Issuer Limit")<sup>1</sup>.

- The value of the Fund's placement in deposits with any single Financial Institution must not exceed 15% of the Fund's NAV ("Single Financial Institution Limit")<sup>2</sup>.
- The aggregate value of the Fund's investments in, or exposure to, a single issuer through money market instruments, deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives, must not exceed 15%<sup>3</sup> of the Fund's NAV ("Single Issuer Aggregate Limit")<sup>4</sup>.
- The value of the Fund's investments in money market instruments issued by any group of companies must not exceed 15% of the Fund's NAV ("Group Limit")<sup>5</sup>.
- The Single Financial Institution Limit above does not apply to placements of deposits arising from:
  - i. subscription monies received prior to the commencement of investment by the Fund;
  - ii. liquidation of investments prior to the termination of the Fund, where the placement of deposits with various Financial Institutions would not be in the best interests of Unit Holders; or
  - iii. monies held for the settlement of repurchase or other payment obligations, where the placement of deposits with various Financial Institutions would not be in the best interest of Unit Holders.
- The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size.
- The Fund's global exposure from its derivatives position should not exceed its NAV at all times.
- For investments in derivatives, the exposure to the underlying assets of the derivative must not exceed the investment restrictions or limitations applicable to such underlying assets and investments stipulated in the Guidelines.
- For investments in OTC derivatives, the maximum exposure of the Fund to the counterparty, calculated based on the method prescribed in the Guidelines, must not exceed 10% of the Fund's NAV.

#### **Temporary Defensive Positions:**

In the event of temporary defensive positions, certain investment restrictions and limits will be adjusted or applied. During such periods, the following limits will apply:

- <sup>1</sup> The Single Issuer Limit above may be raised to 35% of the Fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency.
- <sup>2</sup> The Single Financial Institution Limit must not exceed 20% of the Fund's NAV.
- <sup>3</sup> The Single Issuer Aggregate Limit must not exceed 25% of the Fund's NAV.
- <sup>4</sup> Where the Single Issuer Limit is increased to 35% of the Fund's NAV, the Single Issuer Aggregate Limit above may be raised, subject to the above Group Limit not exceeding 35% of the Fund's NAV.
- <sup>5</sup> The Group Limit must not exceed 20% of the Fund's NAV.

In respect of the above investment restrictions and limits, any breach as a result of any (a) appreciation or depreciation in value of the Fund's investments; (b) repurchase of Units or payment made out of the Fund; or (c) downgrade in or cessation of a credit rating, must be rectified as soon as practicable within three months from the date of the breach unless otherwise specified in the Guidelines. Nevertheless, the three-month period may be extended if it is in the best interests of Unit Holders and the Trustee's consent has been obtained. Such extension must be subject to at least a monthly review by the Trustee.

## **VALUATION OF THE FUND**

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

The valuation bases for the permitted investments of the Fund are as follows:

➤ **CIS**

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

➤ **Money Market Instruments**

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

➤ **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.

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

## VALUATION POINT FOR 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. (United Kingdom 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.

## FINANCING AND SECURITIES LENDING

The Fund is not permitted to borrow or lend cash or other assets in connection with its activities. However, the Fund may borrow cash for the purpose of meeting repurchase requests for Units and for bridging requirements. Such borrowings are subjected to the following:

- the Fund's borrowing is only on a temporary basis and that borrowings are not persistent;
- the borrowing period should not exceed one (1) month;
- the aggregate borrowings of the Fund should not exceed 10% of the Fund's NAV at the time the borrowing is incurred; and
- the Fund only borrows from Financial Institutions.

The Fund does not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.

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



# DEALING INFORMATION

You must read and understand the content of this Prospectus (and any supplemental prospectus) and the PHS before investing.

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

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

## PURCHASE AND REPURCHASE OF UNITS

### WHO IS ELIGIBLE TO INVEST?

- An individual who is at least eighteen (18) years of age. In the case of joint application, the jointholder whose name appears first in the register of Unit Holders must be at least eighteen (18) years of age.
- A corporation such as registered businesses, co-operative, foundations and trusts.
- 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  |
|---|--|
| <ul style="list-style-type: none"> <li>• Account opening form;</li> <li>• Suitability assessment form;</li> <li>• Personal data protection notice form;</li> <li>• Client acknowledgement form;</li> <li>• A copy of identity card or passport or any other document of identification; and</li> <li>• Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self-certification Form.</li> </ul> | <ul style="list-style-type: none"> <li>• Account opening form;</li> <li>• Suitability assessment form;</li> <li>• Personal data protection notice form;</li> <li>• Certified true copy of memorandum and articles of association*;</li> <li>• Certified true copy of certificate of incorporation*;</li> <li>• Certified true copy of form 24 and form 49*;</li> <li>• Certified true copy of form 8, 9, 13, 20 and 44 (where applicable)*;</li> <li>• Latest audited financial statement;</li> <li>• Board resolution relating to the investment;</li> <li>• A list of the authorised signatories;</li> <li>• Specimen signatures of the respective signatories;</li> <li>• Declaration of Beneficial Ownership; and</li> <li>• Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Self-certification Form.</li> </ul> <p><i>* or any other equivalent documentation issued by the authorities.</i></p> |

### 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](http://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”), we will create your Units 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.

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

|                                       | USD Class   | MYR Class   | MYR Hedged-class | SGD Hedged-class | AUD Hedged-class | GBP Hedged-class | EUR Hedged-class | RMB Hedged-class |
|---------------------------------------|-------------|-------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Minimum Initial Investment*</b>    | USD 1,000   | MYR 1,000   | MYR 1,000        | SGD 1,000        | AUD 1,000        | GBP 1,000        | EUR 1,000        | RMB 1,000        |
| <b>Minimum Additional Investment*</b> | USD 100     | MYR 100     | MYR 100          | SGD 100          | AUD 100          | GBP 100          | EUR 100          | RMB 100          |
| <b>Minimum Units for Repurchase*</b>  | 2,000 Units | 2,000 Units | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      |
| <b>Minimum Holding of Units*</b>      | 2,000 Units | 2,000 Units | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      |

\* 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.

## WHAT IS THE DIFFERENCE BETWEEN PURCHASING USD CLASS AND OTHER CLASSES?

- You should note that there are differences when purchasing Units of the USD Class and other Classes. For illustration purposes, assuming you have USD 10,000 to invest:

|                               | USD Class                            | MYR Class                            | MYR Hedged-class                     | SGD Hedged-class                     | AUD Hedged-class                     | GBP Hedged-class                    | EUR Hedged-class                    | RMB Hedged-class                      |
|-------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|-------------------------------------|---------------------------------------|
| <b>NAV per Unit</b>           | USD 0.50                             | MYR 0.50                             | MYR 0.50                             | SGD 0.50                             | AUD 0.50                             | GBP 0.50                            | EUR 0.50                            | RMB 0.50                              |
| <b>Currency exchange rate</b> | USD 1.00 = USD 1.00                  | USD 1.00 = MYR 4.00                  | USD 1.00 = MYR 4.00                  | USD 1.00 = SGD 3.00                  | USD 1.00 = AUD 3.00                  | USD 1 = GBP 0.75                    | USD 1 = EUR 0.95                    | USD 1 = RMB 6                         |
| <b>Invested amount *</b>      | USD 10,000 x USD 1.00 = USD 10,000   | USD 10,000 x RM 4.00 = MYR 40,000    | USD 10,000 x RM 4.00 = MYR 40,000    | USD 10,000 x SGD 3.00 = SGD 30,000   | USD 10,000 x AUD 3.00 = AUD 30,000   | USD 10,000 x GBP 0.75 = GBP 7,500   | USD 10,000 x EUR 0.95 = EUR 9,500   | USD 10,000 x RMB 6 = RMB 60,000       |
| <b>Units received **</b>      | USD 10,000 ÷ USD 0.50 = 20,000 Units | MYR 40,000 ÷ MYR 0.50 = 80,000 Units | MYR 40,000 ÷ MYR 0.50 = 80,000 Units | SGD 30,000 ÷ SGD 0.50 = 60,000 Units | AUD 30,000 ÷ AUD 0.50 = 60,000 Units | GBP 7,500 ÷ GBP 0.50 = 15,000 Units | EUR 9,500 ÷ EUR 0.50 = 19,000 Units | RMB 60,000 ÷ RMB 0.50 = 120,000 Units |

Notes:

\* Invested amount = USD 10,000 x currency exchange rate of the Class

\*\* Units received = Invested amount ÷ NAV per Unit of the Class

By purchasing Units of the USD Class you will receive less Units for every USD invested in the Fund (i.e. 20,000 Units), compared to purchasing Units in MYR Class (i.e. 80,000 Units), MYR Hedged-class (i.e. 80,000 Units), SGD Hedged-class (i.e. 60,000 Units), AUD Hedged-class (i.e. 60,000 Units) and RMB Hedged-class (120,000 Units). Although there is a difference in the number of Units, such Classes would have the same voting rights as the investment value of each Class, converted to the Base Currency, is the same.

Higher investment value in the Base Currency (regardless of unit holdings) may give you an advantage when voting at Unit Holders’ meetings as you have more voting rights due to the larger investment value in the Base Currency owned (except in situations where a show of hands is required to pass a resolution). However, you should also note that in a Unit Holders’ meeting to terminate the Fund, a Special Resolution may only be passed by a majority in number representing at least ¾ of the value of the Units held by Unit Holders voting at the meeting, and not based on the number of Units owned.

## HOW TO REPURCHASE UNITS?

- It is important to note that, you must meet the above 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 holding 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.
- 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”), Units will be repurchased 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 nine (9) Business Days\* or within eleven (11) Business Days\*\*\* from the day the repurchase request is received by us, provided that all documentations are completed and verifiable.
- Where there is a suspension of dealing in Units by the Fund, due to exceptional circumstances as disclosed in the section “*Suspension of Dealing in Units*” in this Prospectus (which resulted from the suspension of dealing by the Target Fund as disclosed in the section “*Suspension of Dealing and Calculation of Net Asset Value of The Target Fund*” in this Prospectus), the repurchase requests from the Unit Holders will be accepted but will not be processed. This will result in the delay of processing the repurchase requests and such repurchase requests will only be processed on the next Business Day once the suspension is lifted. In this regard, you will be paid within nine (9) Business Days\* (under normal circumstances) or eleven (11) Business Days\*\*\* (under unforeseen circumstances) once the suspension of dealing in Units is lifted. However, for repurchase request that has been accepted prior to the suspension, AHAM will process the repurchase request and make the repurchase payment to Unit Holder within nine (9)\* or eleven (11)\*\*\* Business Days from the day that the repurchase request is received by us.
- Where the board of directors of the Company extends the period for payment of sale proceeds of the Target Fund (which may not exceed thirty (30) Business Days) as described in the section “*Payment Of Sale Proceeds Of The Target Fund*” in this Prospectus, the above repurchase proceeds payout period will be extended accordingly. In this regard, you will be paid within thirty-six (36) Business Days\*\* or within thirty-eight (38) Business Days\*\*\* from the day the repurchase request is received by us or once the suspension of dealing in Units is lifted, as the case may be.

### Notes:

\* Under normal circumstances, we will require one (1) Business Day to submit the repurchase request to the Target Fund and the Target Fund will require three (3) Business Days to make repurchase proceeds to the Fund. Upon receiving the repurchase proceeds from the Target Fund, we will pay the repurchase proceeds to you within five (5) Business Days.

\*\*Should the board of directors of the Company extends the period for payment of sale proceeds of the Target Fund to thirty (30) Business Days, we will require one (1) Business Day to submit the repurchase request to the Target Fund and the Target Fund will require thirty (30) Business Days to make repurchase proceeds to the Fund. Upon receiving the repurchase proceeds from the Target Fund, we will pay the repurchase proceeds to you within five (5) Business Days.

\*\*\* However, should there be any unforeseen circumstances (such as operational, settlement, network or system disruptions between the clearing houses, banks, Trustee, administrator (if any), custodian and/or Management Company), the Manager may require up to two (2) additional Business Days to receive the repurchase proceeds from the Target Fund.

- You will be notified by way of a communiqué should there be any deferment from the nine (9) Business Days payout period.

## 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 Prospectus or with our authorised distributors.
- You may obtain a copy of this Prospectus, the PHS and application forms from the abovementioned locations. Alternatively, you may also visit our website at [www.aham.com.my](http://www.aham.com.my).

## WHO SHOULD I CONTACT IF I HAVE QUESTION OR NEED ADDITIONAL INFORMATION?

- 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 email us at [customer@aham.com.my](mailto:customer@aham.com.my).

## COOLING-OFF PERIOD

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 first purchased.

- 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
- 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 seven (7) Business Days from our receipt of the cooling-off application.

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

We will process your cooling-off request if your cooling-off 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.

## SWITCHING FACILITY

Switching facility enables you to switch:

- between Classes; or
- into any of our funds (or its classes), provided that the fund (or its class) is denominated in the same currency as the Class that you intend to switch out, 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. In addition, you must observe the minimum Units per switch as follows:

| USD Class   | MYR Class   | MYR Hedged-class | SGD Hedged-class | AUD Hedged-class | GBP Hedged-class | EUR Hedged-class | RMB Hedged-class |
|-------------|-------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 2,000 Units | 2,000 Units | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      | 2,000 Units      |

*At our discretion, we may reduce the transaction of Units, including for transactions made via digital channels, subject to the terms and conditions disclosed in the respective channels.*

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 request that we deem to be contrary to the best interests of the Fund and/or the existing Unit Holders of a particular Class.

The process of the switching application is as below:

➤ **Switching between Classes 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:

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

## TRANSFER FACILITY

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 number 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.

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.

## 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 that occur at the Target Fund level, where the market value or fair value of a material portion of the Target Fund’s assets cannot be determined. Such exceptional circumstances involve the suspension of dealing by the Target Fund upon the occurrence of any events mentioned in section “*Suspension of Dealing and Calculation of Net Asset Value of the Target Fund*” in this Prospectus. 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 dealings 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.

\* The action to impose suspension shall only be exercised as a last resort by the Manager, as disclosed in the section on “*Liquidity Risk Management*”.

## DISTRIBUTION POLICY

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

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/EUR/SGD/RMB/GBP/AUD 300.00 will be automatically reinvested on your behalf.

### 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.

To enable the cash payment process, Unit Holders investing in Classes other than MYR Class and MYR Hedged-class are required to have a foreign currency account with any Financial Institution denominated in the respective currency Classes.

### Reinvestment Process

We will create 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.

**Unit prices and distributions payable, if any, may go down as well as up.**

## UNCLAIMED MONEYS

Any monies payable to you which remain unclaimed after two (2) years from the date of payment, or such other period as may be prescribed by the Unclaimed Moneys Act 1965 will be paid to the Registrar of Unclaimed Monies in accordance with the requirements of the Unclaimed Moneys Act 1965.

# FEES, CHARGES AND EXPENSES

**!** There are fees and charges involved and investors 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 Prospectus (including any supplemental prospectus) 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.

## CHARGES

The following are the charges that you may **directly** incur when you buy or redeem Units of the Fund.

### SALES CHARGE

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

*Note: All Sales Charge will be rounded up to two (2) decimal places.*

### 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.

## FEES AND EXPENSES

With the issuance of multiple Classes in this Fund, the fees and expenses for the Fund are apportioned based on the size of the Class relative to the whole Fund, which is also known as multi-class ratio. 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% being borne by the MYR Hedged-class.

We may (in our sole and absolute discretion), waive or reduce the amount of any fees (except the trustee fee) and expenses of the Fund, either for all the investors or a particular investor.

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

## ANNUAL MANAGEMENT FEE

The annual management fee is up to 1.80%\* per annum of the NAV of the Fund (before deducting the management fee and trustee fee) and is calculated using the Base Currency. The management fee is calculated and 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 200 million for that day, the accrued management fee for that day would be:

$$\frac{\text{USD } 200,000,000 \times 1.80\%}{365 \text{ days}} = \text{USD } 9,863.01 \text{ per day}$$

\* *The specific management fee charged to the Fund is disclosed at the "Fee & Charges" section of the Fund on our website at [www.aham.com.my](http://www.aham.com.my). Please refer to our website for the up-to-date information.*

## ANNUAL TRUSTEE FEE

The annual trustee fee is up to 0.04%\* per annum of the NAV of the Fund (excluding foreign custodian fees and charges) (before deducting the management fee and trustee fee) and is calculated using the Base Currency. 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 the NAV of the Fund is USD 200 million for that day, the accrued trustee fee for that day would be:

$$\frac{\text{USD } 200,000,000 \times 0.04\%}{365 \text{ days}} = \text{USD } 219.18 \text{ per day}$$

\* *The specific trustee fee charged to the Fund is disclosed at the "Fee & Charges" section of the Fund on our website at [www.aham.com.my](http://www.aham.com.my). Please refer to our website for the up-to-date information.*

## ADMINISTRATIVE FEES

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/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes (if any);
- taxes and other duties charged on the Fund by the government and/or other authorities;
- costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;



- costs, fees and expenses incurred in the termination of the Fund or a Class or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;
- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund, a Class or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund or a Class 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 ordered by the court not to be reimbursed by the Fund);
- remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- costs and expenses incurred in relation to the distribution of income (if any);
- (where the custodial function is delegated by the Trustee) charges and fees paid to the sub-custodians for taking into custody any foreign assets of the Fund;
- fees, charges, costs and expenses relating to the preparation, printing, posting, registration and/or lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant laws;
- costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent;
- any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred as mentioned above; and
- other fees and expenses related to the Fund allowed under the Deed.

Expenses related to the issuance of this Prospectus will be borne by the Manager.

## REBATES AND SOFT COMMISSIONS 5.07

We or any of our delegates 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 commission can be retained by us or our delegates 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
- the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, 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.

**All fees and charges payable by you are subject to all applicable taxes and/or duties as may be imposed by the government and/or the relevant authorities from time to time.**

# PRICING

## COMPUTATION OF NAV AND NAV PER UNIT

In this section, you will be introduced to certain terms used to explain how the Fund arrives at its NAV and consequently, NAV per Unit for each Class. Under this section, please note the following definitions:

|  |  |
|--|--|
| “Value of the Fund before Income and Expenses” | Refers to the current value of the Fund inclusive of purchases and/or repurchases before the next valuation point. |
| “Value of a Class before Income and Expenses”  | Refers to the current value of a Class inclusive of purchases and/or repurchases before the next valuation point.  |

You should also note that the NAV of the Fund is determined by deducting the value of all the Fund’s liabilities from the value of all the Fund’s assets, at a particular valuation point. The NAV per Unit of a Class is the NAV of the Fund attributable to a Class divided by the number of Units in Circulation for that particular Class, at the same valuation point.

Please refer to section “*Valuation Point for The Fund*” of this Prospectus for an explanation of the valuation point.

For illustration purposes, the following is the computation of NAV per Unit for a particular day for the Classes. The multi-class ratio will vary and be apportioned accordingly when further Class(es) are introduced by us:-

|  | Fund<br>(USD)         | USD Class<br>(USD)    | MYR Class<br>(USD)   | MYR Hedged-<br>class<br>(USD) | SGD Hedged-<br>class<br>(USD) | AUD Hedged-<br>class<br>(USD) | GBP Hedged-<br>class<br>(USD) | EUR Hedged-<br>class<br>(USD) | RMB Hedged-<br>class<br>(USD) |
|--|-----------------------|-----------------------|----------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Value of the Fund / Class before Income and Expenses                       | 500,000,000.00        | 150,000,000.00        | 50,000,000.00        | 50,000,000.00                 | 50,000,000.00                 | 50,000,000.00                 | 50,000,000.00                 | 50,000,000.00                 | 50,000,000.00                 |
| <b>Multi-class ratio *</b>   | <b>100.00%</b>        | <b>30.00%</b>         | <b>10.00%</b>        | <b>10.00%</b>                 | <b>10.00%</b>                 | <b>10.00%</b>                 | <b>10.00%</b>                 | <b>10.00%</b>                 | <b>10.00%</b>                 |
| Add: Income  | 2,700,000.00          | 810,000.00            | 270,000.00           | 270,000.00                    | 270,000.00                    | 270,000.00                    | 270,000.00                    | 270,000.00                    | 270,000.00                    |
| Gross asset value / GAV  | 502,700,000.00        | 150,810,000.00        | 50,270,000.00        | 50,270,000.00                 | 50,270,000.00                 | 50,270,000.00                 | 50,270,000.00                 | 50,270,000.00                 | 50,270,000.00                 |
| Less: Fund expenses  | (150,000.00)          | (45,000.00)           | (15,000.00)          | (15,000.00)                   | (15,000.00)                   | (15,000.00)                   | (15,000.00)                   | (15,000.00)                   | (15,000.00)                   |
| <b>NAV of the Fund (before deduction of management and trustee fees)</b>   | <b>502,550,000.00</b> | <b>150,765,000.00</b> | <b>50,255,000.00</b> | <b>50,255,000.00</b>          | <b>50,255,000.00</b>          | <b>50,255,000.00</b>          | <b>50,255,000.00</b>          | <b>50,255,000.00</b>          | <b>50,255,000.00</b>          |
| Less: Management fee for the day (1.80% p.a.)                              | (24,783.29)           | (7,434.99)            | (2,478.33)           | (2,478.33)                    | (2,478.33)                    | (2,478.33)                    | (2,478.33)                    | (2,478.33)                    | (2,478.33)                    |
| Less: Trustee fee for the day (0.04% p.a.)                                 | (550.74)              | (165.22)              | (55.07)              | (55.07)                       | (55.07)                       | (55.07)                       | (55.07)                       | (55.07)                       | (55.07)                       |
| <b>NAV of the Fund (after deduction of management fee and trustee fee)</b> | <b>502,524,666.00</b> | <b>150,757,399.80</b> | <b>50,252,466.60</b> | <b>50,252,466.60</b>          | <b>50,252,466.60</b>          | <b>50,252,466.60</b>          | <b>50,252,466.60</b>          | <b>50,252,466.60</b>          | <b>50,252,466.60</b>          |
| Total Units in Circulation   | 502,000,000           | 200,800,000           | 200,800,000          | 200,800,000                   | 50,200,000                    | 50,200,000                    | 50,200,000                    | 50,200,000                    | 50,200,000                    |
| NAV per Unit of a Class in Base Currency**                                 |                       | 1.0010                | 1.0010               | 1.0010                        | 1.0010                        | 1.0010                        | 1.0010                        | 1.0010                        | 1.0010                        |
| Currency exchange rate   |                       | USD 1 = USD 1         | USD 1 = MYR 4        | USD 1 = MYR 4                 | USD 1 = SGD 3                 | USD 1 = AUD 3                 | USD 1 = GBP 0.75              | USD 1 = EUR 0.95              | USD 1 = RMB 6                 |
| <b>NAV per Unit in currency Class ***</b>                                  |                       | <b>USD 1.001</b>      | <b>MYR 4.004</b>     | <b>MYR 4.004</b>              | <b>SGD 3.003</b>              | <b>AUD 3.003</b>              | <b>GBP 0.7507</b>             | <b>EUR 0.9509</b>             | <b>RMB 6.006</b>              |

### Notes:

- \* Multi-class ratio is apportioned based on the size of the Class relative to the whole Fund. This means the multi-class ratio is calculated by taking the *Value of a Class before Income and Expenses* for a particular day and dividing it with the *Value of the Fund before Income and Expenses* for that same day. This apportionment is expressed as a ratio and calculated as a percentage.
- \*\* NAV per Unit of a Class is derived by dividing the NAV of a Class with the Units in Circulation of the particular Class. The rounding policy is four (4) decimal points for the purposes of publication of the NAV per Unit of a Class. However, the rounding policy will not apply when calculating the Sales Charge and Repurchase Charge (where applicable).
- \*\*\* NAV per Unit in currency Class is derived from the NAV per Unit of a Class in the Base Currency multiplied by the currency exchange rate for the particular Class.

## 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 or in the case of a foreign currency Class, less than 10.00 denominated in the foreign currency denomination of the Class. An incorrect valuation and/or pricing not considered to be of minimal significance by the Trustee will result in reimbursement of moneys in the following manner:

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

## COMPUTATION OF SELLING PRICE AND REPURCHASE PRICE

Under a single pricing regime, the Selling Price and the Repurchase Price are equivalent to the NAV per Unit. Any applicable Sales Charge and Repurchase Charge are payable separately from the Selling Price and the Repurchase Price.

During the initial offer period, the Selling Price and the Repurchase Price are equivalent to the initial offer price. Forward Pricing will be used to determine the Selling Price and the Repurchase Price after the initial offer period, i.e. the NAV per Unit as at the next valuation point after we receive the purchase request or repurchase request.

### Calculation of Selling Price

For illustration purposes, let's assume the following:

| Class                            | USD Class  | MYR Class  | MYR Hedged-class                                   | SGD Hedged-class                                   | AUD Hedged-class                                   | GBP Hedged-class                                   | EUR Hedged-class                                   | RMB Hedged-class                                   |
|----------------------------------|--|--|--|--|--|--|--|--|
| Investment Amount                | USD 10,000   | MYR 10,000   | MYR 10,000   | SGD 10,000   | AUD 10,000   | GBP 10,000   | EUR 10,000   | RMB 10,000   |
| Selling Price per Unit           | USD 0.50   | MYR 0.50   | MYR 0.50   | SGD 0.50   | AUD 0.50   | GBP 0.50   | EUR 0.50   | RMB 0.50   |
| Number of Units Received*        | USD 10,000 ÷<br>USD 0.50<br>= 20,000 Units         | MYR 10,000 ÷<br>MYR 0.50<br>= 20,000 Units         | MYR 10,000 ÷<br>MYR 0.50<br>= 20,000 Units         | SGD 10,000 ÷<br>SGD 0.50<br>= 20,000 Units         | AUD 10,000 ÷<br>AUD 0.50<br>= 20,000 Units         | GBP 10,000 ÷<br>GBP 0.50<br>= 20,000 Units         | EUR 10,000 ÷<br>EUR 0.50<br>= 20,000 Units         | RMB 10,000 ÷<br>RMB 0.50<br>= 20,000 Units         |
| Sales Charge                     | 5.50%  | 5.50%  | 5.50%  | 5.50%  | 5.50%  | 5.50%  | 5.50%  | 5.50%  |
| Sales Charge Paid By Investor**  | 5.50% x USD<br>0.50 x 20,000<br>Units<br>= USD 550 | 5.50% x MYR<br>0.50 x 20,000<br>Units<br>= MYR 550 | 5.50% x MYR<br>0.50 x 20,000<br>Units<br>= MYR 550 | 5.50% x SGD<br>0.50 x 20,000<br>Units<br>= SGD 550 | 5.50% x AUD<br>0.50 x 20,000<br>Units<br>= AUD 550 | 5.50% x GBP<br>0.50 x 20,000<br>Units<br>= GBP 550 | 5.50% x EUR<br>0.50 x 20,000<br>Units<br>= AUD 550 | 5.50% x RMB<br>0.50 x 20,000<br>Units<br>= RMB 550 |
| Total Amount Paid By Investor*** | USD 10,000 +<br>USD 550<br>= USD 10, 550           | MYR 10,000 +<br>MYR 550<br>= MYR 10, 550           | MYR 10,000 +<br>MYR 550<br>= MYR 10, 550           | SGD 10,000 +<br>SGD 550<br>= SGD 10, 550           | AUD 10,000 +<br>AUD 550<br>= AUD 10, 550           | GBP 10,000 +<br>AUD 550<br>= GBP 10, 550           | EUR 10,000 +<br>EUR 550<br>= EUR 10, 550           | RMB 10,000 +<br>RMB 550<br>= RMB 10, 550           |

Formula for calculating:-

$$\text{* Number of Units received} = \frac{\text{Investment Amount}}{\text{Selling Price per Unit}}$$

$$\text{** Sales Charge paid by investor} = \text{Sales Charge} \times \text{Selling Price per Unit} \times \text{Number of Units received}$$

$$\text{*** Total amount paid by investor} = \text{Investment Amount} + \text{Sales Charge paid by investor}$$

## Calculation of Repurchase Price

For illustration purposes, let's assume the following:-

| Class  | USD Class                               | MYR Class                               | MYR Hedged-class                        | SGD Hedged-class                        | AUD Hedged-class                        | GBP Hedged-class                        | EUR Hedged-class                        | RMB Hedged-class                        |
|--|---|---|---|---|---|---|---|---|
| Units Repurchased                                | 20,000 Units                            | 20,000 Units                            | 20,000 Units                            | 20,000 Units                            | 20,000 Units                            | 20,000 Units                            | 20,000 Units                            | 20,000 Units                            |
| Repurchase Price per Unit                        | USD 0.50                                | MYR 0.50                                | MYR 0.50                                | SGD 0.50                                | AUD 0.50                                | GBP 0.50                                | EUR 0.50                                | RMB 0.50                                |
| Repurchase Amount <sup>^</sup>                   | 20,000 Units x USD 0.50<br>= USD 10,000 | 20,000 Units x MYR 0.50<br>= MYR 10,000 | 20,000 Units x MYR 0.50<br>= MYR 10,000 | 20,000 Units x SGD 0.50<br>= SGD 10,000 | 20,000 Units x AUD 0.50<br>= AUD 10,000 | 20,000 Units x GBP 0.50<br>= GBP 10,000 | 20,000 Units x EUR 0.50<br>= EUR 10,000 | 20,000 Units x RMB 0.50<br>= RMB 10,000 |
| Repurchase Charge                                | 0.00%                                   | 0.00%                                   | 0.00%                                   | 0.00%                                   | 0.00%                                   | 0.00%                                   | 0.00%                                   | 0.00%                                   |
| Repurchase Charge Paid By Investor <sup>^^</sup> | 0.00% x USD 10,000<br>= USD 0.00        | 0.00% x MYR 10,000<br>= MYR 0.00        | 0.00% x MYR 10,000<br>= MYR 0.00        | 0.00% x SGD 10,000<br>= SGD 0.00        | 0.00% x AUD 10,000<br>= AUD 0.00        | 0.00% x GBP 10,000<br>= GBP 0.00        | 0.00% x EUR 10,000<br>= EUR 0.00        | 0.00% x RMB 10,000<br>= RMB 0.00        |
| Total Amount Received By Investor <sup>^^^</sup> | USD 10,000 - USD 0.00<br>= USD 10,000   | MYR 10,000 - MYR 0.00<br>= MYR 10,000   | MYR 10,000 - MYR 0.00<br>= MYR 10,000   | SGD 10,000 - SGD 0.00<br>= SGD 10,000   | AUD 10,000 - AUD 0.00<br>= AUD 10,000   | GBP 10,000 - GBP 0.00<br>= GBP 10,000   | EUR 10,000 - EUR 0.00<br>= EUR 10,000   | RMB 10,000 - RMB 0.00<br>= RMB 10,000   |

Formula for calculating:-

<sup>^</sup> Repurchase amount = Units repurchased x Repurchase Price per Unit

<sup>^^</sup> Repurchase Charge paid by investor = Repurchase Charge x Repurchase Amount

<sup>^^^</sup> Total amount received by investor = Repurchase Amount - Repurchase Charge paid by investor

## ABOUT THE TARGET FUND

|                                |   |   |
|--------------------------------|---|---|
| <b>Name of the Target Fund</b> | : | Franklin India Fund   |
| <b>Base Currency</b>           | : | USD   |
| <b>Date of Establishment</b>   | : | 25 October 2005   |
| <b>Country of Origin</b>       | : | Luxembourg  |
| <b>Regulatory Authority</b>    | : | Commission de Surveillance du Secteur Financier ("CSSF")<br>(Luxembourg Financial Sector Supervisory Authority) |

### FRANKLIN TEMPLETON INVESTMENT FUNDS (the "Company")

The Target Fund is a sub-fund of the Company. The Company is incorporated in Luxembourg under the laws of the Grand Duchy of Luxembourg as a société anonyme and qualifies as a société d'investissement à capital variable ("SICAV").

The Company is registered on the official list of undertakings for collective investment in transferable securities pursuant to Part I of the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as may be amended from time to time (the "Law of 17 December 2010"). The Company qualifies as an Undertaking for Collective Investment in Transferable Securities ("UCITS") under Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended.

### FRANKLIN TEMPLETON INTERNATIONAL SERVICES S.À R.L. (the "Management Company")

The board of directors of the Company has appointed Franklin Templeton International Services S.à r.l. as the management company by a management company services agreement dated 15 January 2014 to be responsible on a day-to-day basis under the supervision of the board of directors of the Company, for providing administration, marketing, investment management and advice services in respect of the Target Fund. The Management Company may delegate part or all of the investment management services of the Target Fund to the Investment Manager.

The Management Company was incorporated on 17 May 1991 under the laws of the Grand Duchy of Luxembourg and its articles of incorporation are deposited with the Luxembourg Registre de Commerce et des Sociétés. The Management Company is approved as a management company regulated by chapter 15 of the Law of 17 December 2010. The Management Company is part of Franklin Templeton.

### TEMPLETON ASSET MANAGEMENT LTD. (the "Investment Manager")

Templeton Asset Management Ltd. has been appointed by the Management Company to act as investment manager of the Target Fund and to provide day-to-day management in respect of the investment and re-investment of the net assets of the Target Fund.

The Investment Manager and its affiliates serve as advisers for a wide variety of public investment mutual funds and private clients in many nations. Franklin Templeton has been investing globally for over 60 years and provides investment management and advisory services to a worldwide client base, including over 24 million shareholder accounts. The Investment Manager is indirect wholly owned subsidiaries of FRI. Through its subsidiaries, FRI is engaged in various aspects of the financial services industry.

### INVESTMENT OBJECTIVE OF TARGET FUND

The investment objective of the Target Fund is capital appreciation.

The Target Fund invests principally\* in equity securities including common stock, preferred stock and convertible securities, as well as in warrants, participatory notes, and depository receipts of (i) companies registered in India, (ii) companies which perform a predominant part of their business in India, and (iii) holding companies which hold a predominant part of their participations in companies referred to in (i) and (ii), all of them across the entire market capitalisation spectrum from small to large-cap companies.

The Investment Manager also considers ESG factors as an integral component of its fundamental investment research and decision process. The environmental and/or social characteristics (within the meaning of Article 8 SFDR) promoted by the Target Fund are detailed in section *"Environmental and/or social characteristics"* below.

The Target Fund may also, in accordance with the investment restrictions, invest up to 5% of its net assets in securities issued by private companies provided that the contemplated investments qualify as transferable securities under paragraphs (1) or (2) a) of Article 41 of the Law of 17 December 2010.

In addition, the Target Fund may seek investment opportunities in fixed income securities issued by any of the above-mentioned entities as well as Money Market Instruments.

The Target Fund may hold ancillary liquid assets (i.e. bank deposits at sight, such as cash held in current accounts with a bank accessible at any time) up to 20% of its net assets in response to adverse market, economic, political, or other conditions, or to meet liquidity, redemption, and short-term investing needs. On a temporary basis and if justified by exceptionally unfavourable market conditions, the Target Fund may, in order to take measures to mitigate risks relative to such exceptional market conditions in the best interests of its shareholders, hold ancillary liquid assets up to 100% of its net assets.

The Target Fund may further utilise financial derivative instruments for hedging and/or efficient portfolio management. These financial derivative instruments may be dealt in either on Regulated Markets or OTC, and may include, inter alia, swaps, forwards and futures contracts (including those on equity indices) as well as options (including warrants).

The Target Fund uses the Commitment Approach to calculate the Global Exposure of the Target Fund.

Notes:

\*It generally means that at least two-thirds of the Target Fund's net assets (without taking into account ancillary liquid assets) shall be invested into such security, country, region or industry.

### **Environmental and/or social characteristics**

The environmental and/or social characteristics promoted by the Target Fund vary by the composition of the portfolio as they are specific to each company or industry the Target Fund invests in. These characteristics could include the reduction of greenhouse gas ("GHG") emissions, resource efficiency, waste prevention and recycling, pollution prevention and control, good labour standards, fair wages, diversity and gender balance, health & safety practices, or alignment with the international business conduct principles.

The Investment Manager seeks to attain these characteristics by:

- (a) favoring issuers with a proprietary score of 1 (appropriate) or better for their ESG profile, as captured by the Investment Manager's proprietary ESG methodology;
- (b) committing to have an ESG score at Target Fund level higher than the MSCI ESG score of the MSCI India Index; and/or
- (c) implementing negative screens as part of its investment process and will not invest in companies which according to the Investment Manager's analysis:
  - Repeatedly and/or seriously violate the United Nations Global Compact principles (the "UNGC Principles"), without positive perspective;
  - Manufacture or distribute nuclear weapons or controversial weapons defined as anti-personnel mines, biological & chemical weaponry, depleted uranium and cluster munitions or those that manufacture components intended for use in such weapons. Companies that derive more than 10% revenue from the production and/or distribution of any other weapons will also be excluded;
  - Manufacture tobacco or tobacco products; or
  - Generate more than 25% of their revenue from thermal coal extraction.

Moreover, the Target Fund has a minimum allocation of 20% of its portfolio to Sustainable Investments. Of those Sustainable Investments, the Target Fund has a minimum allocation of 5% of its portfolio to Sustainable Investments with a social objective.

The Target Fund does not use a reference benchmark to which it aligns the environmental and/or social characteristics that the Target Fund promotes.

**The Target Fund issues several share classes and may issue new share classes with different features and requirements in the future. At this juncture, the Fund intends to invest in a share class that is denominated in USD and will have full discretion in deciding the specific USD-denominated share class in which the Fund will invest. The Fund may also switch between different USD-denominated share classes of the Target Fund. Such decision will be made in the best interest of investors. Investors are to note that the investment objective, investment strategy and risk profile of the Fund remain the same regardless of the investment of the Fund in different share class of the Target Fund. For information on the specific share class of the Target Fund that the Fund is investing in, you may obtain the details from the “Fund Fact Sheet” document of the Fund on our website at [www.aham.com.my](http://www.aham.com.my).**

## INVESTMENT RESTRICTIONS AND LIMITS OF THE TARGET FUND

The board of directors of the Company has adopted the following restrictions relating to the investment of the Company's assets and its activities. These restrictions and policies may be amended from time to time by the board of directors of the Company if and as they shall deem it to be in the best interests of the Company in which case the Target Fund Prospectus will be updated.

The investment restrictions imposed by Luxembourg law must be complied with by the Target Fund.

### 1. Investment in Transferable Securities and Liquid Assets

- (a) The Company will invest in one or more of the following type of investments:
- (i) transferable securities and Money Market Instruments admitted to or dealt on a Regulated Market;
  - (ii) transferable securities and Money Market Instruments dealt on another market in a Member State which is regulated, operates regularly and is recognised and open to the public;
  - (iii) transferable securities and Money Market Instruments admitted to official listing on a stock exchange in a non-EU Member State or dealt on another market in a non-EU Member State, which is regulated, operates regularly and is recognised and open to the public;
  - (iv) recently issued transferable securities and Money Market Instruments, provided that the terms of issue include an undertaking that application will be made for admission to official listing on a stock exchange or on another Regulated Market, in the countries of the areas referred to under paragraphs 1. (a) (i), (ii) and (iii) above, which operates regularly and is recognised and open to the public, and such admission is secured within a year of the purchase;
  - (v) units of UCITS and/or other UCIs, whether situated in a Member State or not, provided that:
    - such other UCIs have been authorised under the laws of any EU Member State or under laws which provide that they are subject to supervision considered by the Luxembourg supervisory authority to be equivalent to that laid down in EU law and that cooperation between authorities is sufficiently ensured;
    - the level of protection for unitholders in such other UCIs is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on assets segregation, borrowing, lending, and uncovered sales of transferable securities and Money Market Instruments are equivalent to the requirements of Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009;
    - the business of such other UCIs is reported in half-yearly and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period; and
    - no more than 10% of the assets of the UCITS or of the other UCIs, whose acquisition is contemplated, can, according to their constitutional documents, in aggregate be invested in units of other UCITS or other UCIs;
  - (vi) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in an EU Member State or, if the registered office of the credit institution is situated in a non-Member State, provided that it is subject to prudential rules considered by the Luxembourg supervisory authority as equivalent to those laid down in EU law;

- (vii) financial derivative instruments\*, including equivalent cash-settled instruments, dealt on a Regulated Market referred to in paragraphs 1. (a) (i) to (iv) above, and/or financial derivative instruments dealt OTC ("OTC derivatives"), provided that:
- the underlying consists of instruments covered by paragraph 1. (a), financial indices, interest rates, foreign exchange rates or currencies, in which the Target Fund may invest according to its investment objectives;
  - the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the Luxembourg supervisory authority; and
  - the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Company's initiative;
- (viii) Money Market Instruments other than those dealt on a Regulated Market and which fall under paragraph 1. (a), if the issue or the issuer of such instruments are themselves regulated for the purpose of protecting investors and savings, and provided that such instruments are:
- issued or guaranteed by a central, regional or local authority or by a central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, a non-Member State or, in case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more Member States belong; or
  - issued by an undertaking any securities of which are dealt on Regulated Markets referred to above; or
  - issued or guaranteed by an establishment subject to prudential supervision in accordance with criteria defined by the EU law, or by an establishment which is subject to and complies with prudential rules considered by the Luxembourg supervisory authority to be at least as stringent as those laid down by EU law; or
  - issued by other bodies belonging to the categories approved by the Luxembourg supervisory authority provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second or the third indent and provided that the issuer is a company whose capital and reserves amount to at least EUR 10 million and which presents and publishes its annual accounts in accordance with the fourth directive 78/660/EEC, is an entity which, within a group of companies which include one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.

Note: \*The Company may with respect to the Target Fund, invest in financial derivative instruments for the purpose of efficient portfolio management and/or hedge against market or currency risks.

- (b) The Company may invest up to 10% of the net assets of the Target Fund in transferable securities and Money Market Instruments other than those referred to in paragraph 1. (a) above;
- (c) The Target Fund may hold ancillary liquid assets;
- (d)
- (i) The Target Fund may invest no more than 10% of its net assets in transferable securities and Money Market Instruments issued by the same body. The Target Fund may not invest more than 20% of its net assets in deposits made with the same body. The risk exposure to a counterparty of the Target Fund in an OTC derivative transaction may not exceed 10% of its assets when the counterparty is a credit institution referred to in paragraph 1. (a)(vi) above or 5% of its net assets in other cases.
  - (ii) The total value of the transferable securities and Money Market Instruments held in the issuing bodies in each of which the Target Fund invests more than 5% of its net assets must not exceed 40% of the value of its assets. This limitation does not apply to deposits and OTC derivative transactions made with financial institutions subject to prudential supervision.

Notwithstanding the individual limits laid down in paragraph 1. (d) (i), the Target Fund may not combine:

- investments in transferable securities or Money Market Instruments issued by a single body; and/or
  - deposits made with a single body; and/or
  - exposures arising from OTC derivative transactions undertaken with a single body;
- in excess of 20% of its net assets.



- (iii) The limit laid down under the first sentence of paragraph 1. (d) (i) above shall be of 35% where the Target Fund has invested in transferable securities or Money Market Instruments issued or guaranteed by a Member State, by its local authorities, by a non-Member State or by public international bodies of which one or more Member States are members.
- (iv) The limit laid down under the first sentence of paragraph 1. (d) (i) above shall be of 25%; (1.) for Covered Bonds as defined under Article 3, point 1 of Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of Covered Bonds and Covered Bond public supervision and amending Directives 2009/65/EC and 2014/59/EU (hereafter "Directive (EU) 2019/2162"); and (2.) for certain bonds when they are issued before 8 July 2022 by a credit institution which has its registered office in a Member State and is subject by law, to special public supervision designed to protect bondholders. In particular, sums deriving from the issue of these bonds issued before 8 July 2022 must be invested in conformity with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in case of bankruptcy of the issuer, would be used on a priority basis for the repayment of principal and payment of the accrued interest.

If the Target Fund invests more than 5% of its net assets in the bonds above and issued by one issuer, the total value of such investments may not exceed 80% of the value of the assets of the Target Fund.

- (v) The transferable securities and Money Market Instruments referred to in paragraphs 1. (d) (iii) and 1. (d) (iv) are not included in the calculation of the limit of 40% referred to in paragraph 1. (d) (ii).

The limit set out above under paragraphs 1. (d) (i), (ii), (iii) and (iv) may not be combined, and thus investments in transferable securities or Money Market Instruments issued by the same body, in deposits or derivative instruments made with this body carried out in accordance with paragraphs 1. (d) (i), (ii), (iii) and (iv) may not exceed a total of 35% of the net assets of the Target Fund.

Companies which are included in the same group for the purposes of consolidated accounts, as defined in accordance with Directive 83/349/EEC or in accordance with recognised international accounting rules, are regarded as a single body for the purpose of calculating the limits contained under paragraph 1. (d) The Target Fund may cumulatively invest up to 20% of its net assets in transferable securities and Money Market Instruments within the same group.

- (vi) Where the Target Fund has invested in accordance with the principle of risk spreading in transferable securities and Money Market Instruments issued or guaranteed by any EU Member State, its local authorities, or public international bodies of which one or more EU Member States are members, by any other State of the OECD, by Singapore or any member state of the G20, the Company may invest 100% of the assets of the Target Fund in such securities provided that the Target Fund must hold securities from at least six different issues and securities from one issue must not account for more than 30% of the Target Fund's net assets.

- (e) The Company or the Target Fund may not invest in voting shares of companies allowing it to exercise a significant influence in the management of the issuer. Further, the Target Fund may acquire no more than (i) 10% of the non-voting shares of any single issuing body; (ii) 10% of the debt securities of any single issuing body; (iii) 25% of the units of any single collective investment undertaking; and (iv) 10% of the Money Market Instruments of any single issuing body. However, the limits laid down under paragraphs 1. (e) (ii), (iii) and (iv) may be disregarded at the time of acquisition if, at that time, the gross amount of the bonds or of the Money Market Instruments or the net amount of the instruments in issue cannot be calculated.

The limits under this paragraph 1. (e) shall not apply to (i) transferable securities or Money Market Instruments issued or guaranteed by a Member State, its local authorities, or public international bodies of which one or more Member States are members or by any other State, nor to (ii) shares held by the Company in the capital of a company incorporated in a State which is not a Member State investing its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the Company can invest in the securities of issuing bodies of that State, provided that, however, the Company, in its investment policy, complies with the limits laid down in Articles 43 and 46 and in paragraphs (1) and (2) of Article 48 of the Law of 17 December 2010.

- (f)
  - (i) Unless otherwise provided in the investment policy of the Target Fund, the Target Fund will not invest more than 10% of its net assets in UCITS and other UCIs.
  - (ii) In the case restriction paragraph 1. (f) (i) above is not applicable to the Target Fund, as provided in its investment policy, the Target Fund may acquire units of UCITS and/or other UCIs referred to in paragraph 1. (a) (v), provided that no more than 20% of the Target Fund's net assets be invested in the units of a single UCITS or other UCI.

For the purpose of the application of this investment limit, each compartment of a UCITS and/or other UCI with multiple compartments is to be considered as a separate issuer provided that the principle of segregation of the obligations of the various compartments vis-à-vis third parties is ensured.

- (iii) Investments made in units of UCIs other than UCITS may not in aggregate exceed 30% of the net assets of the Target Fund.
  - (iv) When the Target Fund invests in the units of UCITS and/or other UCIs linked to the Company by common management or control, or by a substantial direct or indirect holding, no subscription or redemption fees may be charged to the Company on account of its investment in the units of such other UCITS and/or UCIs.  

In respect of the Target Fund's investments in UCITS and other UCIs linked to the Company as described in the preceding paragraph, the total management fee (excluding any performance fee, if any) charged to the Target Fund and each of the UCITS or other UCIs concerned shall not exceed 2% of the value of the relevant investments. The Company will indicate in its annual report the total management fees charged both to the Target Fund and to the UCITS and other UCIs in which the Target Fund has invested during the relevant period.
  - (v) The Target Fund may acquire no more than 25% of the units of the same UCITS and/or other UCI. This limit may be disregarded at the time of acquisition if at that time the gross amount of the units in issue cannot be calculated. In case of a UCITS or other UCI with multiple compartments, this restriction is applicable by reference to all units issued by the UCITS/UCI concerned, all compartments combined.
  - (vi) The underlying investments held by the UCITS or other UCIs in which the Target Fund invest do not have to be considered for the purpose of the investment restrictions set forth under paragraph 1. (d) above.
- (g) The Target Fund may subscribe, acquire and/or hold shares to be issued or issued by one or more other sub-funds of the Company ("target sub-fund") without the Target Fund being subject to the requirements of the law of 10 August 1915 on commercial companies (as amended) with respect to the subscription, acquisition and/or the holding by a company of its own shares, under the conditions however that:
- (i) The target sub-fund does not, in turn, invest in the Target Fund invested in this target sub-fund; and
  - (ii) no more than 10% of the assets that the target sub-fund whose acquisition is contemplated may be invested in units of UCITS and/or other UCIs; and
  - (iii) voting rights, if any, attaching to the shares of the target sub-fund are suspended for as long as they are held by the Target Fund and without prejudice to the appropriate processing in the accounts and the periodic reports; and
  - (iv) in any event, for as long as these shares are held by the Target Fund, their value will not be taken into consideration for the calculation of the net assets of the Target Fund for the purposes of verifying the minimum threshold of the net assets imposed by the Law of 17 December 2010; and
  - (v) there is no duplication of management/entry or sale charges between those at the level of the Target Fund having invested in the target sub-fund, and the target sub-fund.
- (h) The Company may not (i) acquire for the benefit of the Target Fund securities which are partly paid or not paid or involving liability (contingent or otherwise) unless according to the terms of issue such securities will or may at the option of the holder become free of such liabilities within one year of such acquisition; and (ii) underwrite or subunderwrite securities of other issuers for the Target Fund.
- (i) The Company may not purchase or otherwise acquire any investment in which the liability of the holder is unlimited.
- (j) The Company may not purchase securities or debt instruments issued by the Investment Manager or any connected person or by the Management Company. For the purpose of this investment restriction, the term "connected person" shall refer to any affiliate and subsidiary that is directly or indirectly owned by FRI.
- (k) The Company may not purchase any securities on margin (except that the Company may, within the limits set forth in paragraph 2. (e) below, obtain such short term credit as may be necessary for the clearance of purchases or sales of securities) or make uncovered sales of transferable securities, Money Market Instruments or other financial instruments referred to above; except that the Company may make initial and maintenance margin deposits in respect of futures and forward contracts (and options thereon).

## 2. Investment in Other Assets

- (a) The Company may not purchase real estate, nor acquire any options, rights or interest in respect thereof, provided that the Company may invest for the account of the Target Fund in securities secured by real estate or interest therein or in securities of companies investing in real estate.
- (b) The Company may not make investments in precious metals or certificates representing them.

- (c) The Company may not enter into direct commodities transactions or commodity contracts, except that the Company may, in order to hedge risk, enter into financial futures on such transactions within the limits laid down in paragraph 3 below.
- (d) The Company may not make loans to other persons or act as a guarantor on behalf of third parties or assume, endorse or otherwise become directly or contingently liable for, or in connection with, any obligation or indebtedness or any person in respect of borrowed monies, provided that for the purpose of this restriction:
  - (i) the acquisition of bonds, debentures or other corporate or sovereign debt obligations (whether wholly or partly paid) and investment in securities issued or guaranteed by a member country of the OECD or by any supranational institution, organisation or authority, short-term commercial paper, certificates of deposit and bankers' acceptances of prime issuers or other traded debt instruments shall not be deemed to be the making of a loan; and
  - (ii) the purchase of foreign currency by way of a back-to-back loan shall not be deemed to be the making of a loan.
- (e) The Company may not borrow for the account of the Target Fund, other than amounts which do not in aggregate exceed 10% of the net assets of the Target Fund, taken at market value and then only as a temporary measure. The Company may, however, acquire foreign currency by means of a back-to-back loan.
- (f) The Company may not mortgage, pledge, hypothecate or in any manner transfer as security for indebtedness, any of the securities or other assets of the Target Fund, except as may be necessary in connection with the borrowings mentioned in paragraph 2. (e) above. The purchase or sale of securities on a when-issued or delayed-delivery basis, and collateral arrangements with respect to the writing of options or the purchase or sale of forward or futures contracts are not deemed the pledge of the assets.

### 3. Financial Derivative Instruments

The Target Fund may invest in financial derivative instruments within the limits laid down in paragraph 1. (a) (vii) provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in paragraphs 1. (d) (i) to (v). When the Target Fund invests in index-based financial derivative instruments, these investments do not have to be combined in respect of the limits laid down in paragraph 1. (d). When a transferable security or Money Market Instrument embeds a derivative, the latter must be taken into account when complying with the requirements of this restriction.

The Company on behalf of the Target Fund may only choose swap counterparties that are first class financial institutions selected by the board of directors of the Company and that are subject to prudential supervision and belonging to the categories approved by the CSSF for the purposes of OTC derivative transactions and specialised in these types of transactions.

As the case may be, collateral received by the Target Fund in relation to OTC derivative transactions may offset net exposure to the counterparty if it complies with the criteria set out in applicable laws, regulations and circulars issued by the CSSF from time to time notably in terms of liquidity, valuation, issuer credit quality, correlation, risks linked to the management of collateral and enforceability as further set out below. Collateral primarily consists of cash and highly rated sovereign bonds. Collateral value is reduced by a percentage (a "haircut") which provides for short term fluctuations in the value of the collateral. The types of assets used as eligible collateral exchanged will vary based on the agreement with each counterparty, and typically consist of cash, US Treasury bills or US government agency bonds supported by the full faith and credit of the US government and/or core Eurozone sovereign or agency debt. The eligible collateral and corresponding haircut used for each type of asset is consistent with the requirements of Commission Delegated Regulation (EU) 2016/2251 of 4 October 2016 supplementing Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories with regard to regulatory technical standards for risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty (more commonly referred to as the "EU uncleared OTC derivatives margin regulation"), as may be amended or supplemented from time to time. Net exposures are calculated daily by counterparty and are subject to the terms of the agreements, which include a minimum transfer amount which is typically less than EUR 500,000. The minimum transfer amount provides a threshold, below which, no collateral is exchanged. If the counterparty's net exposure to the Target Fund exceeds the minimum transfer amount the Target Fund will be required to post collateral to the counterparty. Collateral levels may fluctuate between the Target Fund and the counterparty depending on the market movement of the exposure.

Non-cash collateral received is not sold, reinvested or pledged. Cash collateral may be reinvested if reinvestment is consistent with the provisions established in the Credit Support Annex ("CSA") of the International Swaps and Derivatives Association Master Agreement ("ISDA Master Agreement") executed with the relevant counterparty and provided that any reinvestment is consistent with the risk diversification requirements detailed in this section in (a) shares or units issued by short term money market undertakings for collective investment as defined in Money Market Funds Regulation ("MMFR"); (b) deposits with credit institutions having its registered office in a Member State or with a credit institution situated in a non-Member State provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law; and (c) high quality government bonds that are deemed eligible collateral according to the terms of the CSA of the ISDA Master Agreement. The Company has policies with respect to the reinvestment of collateral (specifically, that derivatives or other instruments that may contribute to leverage may not be used) such that it would not impact the Global Exposure calculation.

In accordance with the criteria laid down in the precedent paragraph, the Target Fund may be fully collateralised in different transferable securities and Money Market Instruments issued or guaranteed by any EU Member State, its local authorities, or public international bodies of which one or more EU Member States are members, by any other State of the OECD, by Singapore or any member state of the G20, provided that the Target Fund holds securities at least from six different issues and that any single issue must not account for more than 30% of the Target Fund's net assets.

The Global Exposure relating to financial derivative instruments is calculated taking into account the current value of the underlying assets, the counterparty risk, foreseeable market movements and the time available to liquidate the positions.

The Company shall ensure that the Global Exposure of the Target Fund relating to financial derivative instruments does not exceed 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 (as referred to in paragraph 2. (e) above) so that it may not exceed 210% of the Target Fund's total net assets under any circumstances.

The Target Fund uses the Commitment Approach to calculate its Global Exposure.

#### Currency Hedging

The Company may, in respect of the Target Fund, for the purpose of hedging currency risks, have outstanding commitments in forward currency contracts, currency futures, written call options and purchased put options on currencies and currency swaps either quoted on an exchange or dealt in on a Regulated Market or entered into with highly rated financial institutions.

Subject to the implementation of the currency hedging techniques below, commitments in one currency may not exceed the aggregate value of securities and other assets held by the Target Fund denominated in such currency (or other currencies that fluctuate in a substantially similar manner to such currency).

In this context, the Company may, in respect of the Target Fund, engage in the following currency hedging techniques:

- hedging by proxy, i.e. a technique whereby the Target Fund effects a hedge of the reference currency of the Target Fund (or benchmark or currency exposure of the assets of the Target Fund) against exposure in one currency by instead selling (or purchasing) another currency closely related to it, provided however that these currencies are indeed likely to fluctuate in the same manner. Guidelines followed in determining that one currency moves in a substantially similar manner to another currency include the following; i) the correlation of one currency to another currency is proven over a significant period of time to be over 85%; ii) the two currencies are, by explicit government policy, scheduled to participate in European Monetary Union (Eurozone countries) on a set future date (which would include using the EUR itself as a proxy for hedging bond positions denominated in other currencies scheduled to become part of the EUR on a set future date); and iii) the currency used as the hedging vehicle against the other currency is part of a currency basket against which the central bank for that other currency explicitly manages its currency within a band or corridor that is either stable or sloping at a predetermined rate.
- cross-hedging, i.e. a technique whereby the Target Fund sells a currency to which it is exposed and purchases more of another currency to which the Target Fund may also be exposed, the level of the base currency being left unchanged, provided however that all such currencies are currencies of the countries which are at that time within the Target Fund's benchmark or investment policy and the technique is used as an efficient method to gain the desired currency and asset exposures.
- anticipatory hedging, i.e. a technique whereby the decision to take a position on a given currency and the decision to have some securities held in the Target Fund's portfolio denominated in that currency are separate, provided however that the currency which is bought in anticipation of a later purchase of underlying portfolio securities is a currency associated with those countries which are within the Target Fund's benchmark or investment policy.

## Additional Information

For the purpose of the investments in the Target Fund, the Management Company has confirmed the following:

1. The value of the Target Fund's investments in transferable securities and money market instruments issued by any single issuer will not exceed 15% of the Target Fund's net asset value.
2. The aggregate value of the Target Fund's investments in, or exposure to, a single issuer through transferable securities, money market instruments, deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Target Fund's net asset value.
3. The credit rating for the counterparty of OTC derivatives will be at least investment grade. In the event the rating of the counterparty falls below the minimum required, or the counterparty ceases to be rated, the Investment Manager should, within 6 months or sooner, take the necessary action to ensure that the requirements are complied with.
4. The Target Fund may borrow cash for the purpose of meeting repurchase requests for shares and for short-term bridging requirements only. The aggregate borrowings of the Target Fund will not exceed 10% of the Target Fund's net asset value at the time the borrowing is incurred. The borrowing period will not exceed one month, and the Target Fund will only borrow from financial institutions.
5. The Target Fund will observe the concentration limits below:
  - The Target Fund's investments in shares or securities equivalent to shares must not exceed 10% of the shares or securities equivalent to shares, as the case may be, issued by a single issuer.
  - The Target Fund's investments in debt securities must not exceed 20% of the debt securities issued by a single issuer.
  - Other than money market instruments that do not have a pre-determined issue size, the Target Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer.
  - The Target Fund's investments in CIS must not exceed 25% of the units/shares in the CIS.
6. The Investment Manager should, within reasonable period of not more than 3 months from the date of breach, take all necessary steps and action to rectify the breach. The 3-month period may be extended if the internal compliance of the Investment Manager is of the view that it is in the best interests of shareholders of the Target Fund.
7. Where the Target Fund invests in another CIS that is operated by the Management Company or its related corporation, the Investment Manager will ensure that:
  - (a) there is no cross-holding between the Target Fund and the other CIS;
  - (b) all initial charges on the other CIS is waived; and
  - (c) the management fee must only be charged once, either at the Target Fund or the other CIS.
8. The Target Fund will only invest in derivatives where the global exposure of such derivatives is calculated using the commitment approach methodology.
9. The Target Fund's investments in other CIS will generally comply with the above investment limits.
10. The Target Fund may not acquire any asset or engage in any transaction which involves the assumption of any liability which is unlimited.

Note: The Target Fund will not participate in repurchase and reverse repurchase transactions and securities lending.

## RISK MANAGEMENT PROCESS OF TARGET FUND

The Management Company employs a risk-management process, which enables it to monitor and measure at any time the risk of the positions of the Company and their contribution to the overall risk profile of the Target Fund's portfolio. The Management Company and the Investment Manager employ a process for accurate and independent assessment of the value of OTC derivative instruments.

## FEES AND CHARGES OF TARGET FUND

| Fees and Charges         | Rate  |
|--------------------------|---|
| Entry Charge             | Up to 5.75% of the net asset value per share of the Target Fund.<br><i>Please note that the Fund will not be charged the entry charge when it invests in the Target Fund.</i>   |
| Switch Charge            | Up to 1.00% of the net asset value per share of the Target Fund.<br><i>Please note that the Fund will not be charged the switch fee when it switches to other share classes of the Target Fund.</i>   |
| Annual Management Charge | Up to 2.25% per annum of the net asset value of the Target Fund.<br><i>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.</i> |
| Management Company Fee   | Up to 0.20% of the net asset value of the relevant share class of the Target Fund.  |
| Depository Fee           | Up to 0.14% of the net asset value of the Target Fund.  |
| Performance Fee          | Not applicable.   |

You may be subjected to higher fees arising from the layered investment structure of a feeder fund.

## SWING PRICING ADJUSTMENT OF THE TARGET FUND

The Target Fund may suffer reduction of the net asset value per share due to investors purchasing, selling and/or switching in and out of the Target Fund at a price that does not reflect the dealing costs associated with the Target Fund's portfolio trades undertaken by the Investment Manager to accommodate cash inflows or outflows.

To counter this dilution impact and to protect shareholders' interests, a swing pricing mechanism may be adopted by the Company as part of its valuation policy.

The Target Fund operates a swing pricing mechanism which is applied when the total capital activity (aggregate of inflows and outflows) at the Target Fund level exceeds a pre-determined threshold, as determined as a percentage of the net assets of the Target Fund for the Valuation Day. The Target Fund can operate a full swing pricing mechanism where the threshold is set to zero or a partial swing pricing mechanism where the threshold is greater than zero.

Typically, such adjustment will increase the net asset value per share of the Target Fund when there are net inflows into the Target Fund and decrease the net asset value per share when there are net outflows. The net asset value per share of each share class in the Target Fund will be calculated separately but any adjustment will, in percentage terms, affect the net asset value per share of each share class in the Target Fund identically. Swing pricing does not address the specific circumstances of each individual investor transaction.

The adjustments will seek to reflect the anticipated prices at which the Target Fund will be buying and selling assets as well as estimated transaction costs.

The volatility of the Target Fund's net asset value might not reflect the true portfolio performance as a consequence of the application of swing pricing.

The size of the adjustment impact is determined by factors such as the volume of transactions, the purchase or sale prices of the underlying investments and the valuation method adopted to calculate the value of such underlying investments of the Target Fund.

The swing pricing mechanism may be applied to the Target Fund. The extent of the price adjustment will be reset by the Company on a periodic basis to reflect an approximation of current dealing and other costs. Such adjustment under normal conditions will not exceed 2% of the original net asset value per share. The board of directors of the Company can approve an increase of this limit in case of exceptional circumstances, unusually large shareholders trading activities, and if it is deemed to be in the best interest of shareholders.

The Management Company mandates authority to the swing pricing oversight committee to implement and on a periodic basis review, the operational decisions associated with swing pricing. This committee is responsible for decisions relating to swing pricing and the ongoing approval of swing factors which form the basis of pre-determined standing instructions.

## **PAYMENT OF SALE PROCEEDS OF THE TARGET FUND**

Payment for shares sold will be made within three (3) business days (or such other timeframe as set out in the local fund related documentation or applicable dealing guide) after the instruction to sell has been received in good order and accepted by the transfer agent and will normally be made in the share class currency by electronic bank transfer of funds unless otherwise instructed. The Company and/or the Management Company, after careful due diligence, are not responsible for any delays or charges incurred at any receiving bank or settlement system, nor are they responsible for delays in settlement which may occur due to the time required for local processing of payments within some countries or by certain banks, local correspondent banks, payment agents or other agents. Payment may also be made in any freely exchangeable currency if requested within the instruction, at the cost and risk of the investor.

If the liquidity of the Target Fund does not permit payment of sale proceeds within three (3) business days from the relevant Valuation Day (or such other timeframe as set out in the local fund related documentation or applicable dealing guide), the sale proceeds will be paid as soon as reasonably practicable but without interest.

The board of directors of the Company is also authorised to extend the period for payment of sale proceeds to such period, not exceeding thirty (30) Business Days (shorter periods may however apply in some jurisdictions), as may be required by settlement and other constraints prevailing in the financial markets of countries in which a substantial part of the assets attributable to the Target Fund shall be invested, and this exclusively with respect to the Target Fund whose investment objectives and policies provide for investments in equity securities of issuers in developing countries.

## **SUSPENSION OF DEALING AND CALCULATION OF NET ASSET VALUE OF THE TARGET FUND**

1. The Company may suspend the determination of the net asset value of the shares of the Target Fund and the purchase and sale of the shares and the switch of shares from and to the Target Fund during:
  - (a) any period when any of the principal stock exchanges or markets of which any substantial portion of the investments of the Company attributable to the Target Fund from time to time are quoted is closed, or during which dealings therein are restricted or suspended; or
  - (b) the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of assets owned by the Company attributable to the Target Fund would be impracticable; or
  - (c) any breakdown or restriction in the means of communication normally employed in determining the price or value of any of the investments of the Target Fund or the current price or values on any stock exchange or market; or
  - (d) any period when the Company is unable to repatriate the funds for the purpose of making payments due on sale of such shares of the Target Fund or any period when the transfer of funds involved in the realisation or acquisition of investments or payments due on sale of such shares of the Target Fund cannot, in the opinion of the board of directors of the Company, be effected at normal rates of exchange; or
  - (e) any period when the net asset value of shares of the Target Fund may not be determined accurately; or
  - (f) during any period when in the opinion of the board of directors of the Company there exists unusual circumstances where it would be impractical or unfair towards the investors to continue dealing in the shares of the Target Fund or circumstances where a failure to do so might result in the investors or the Target Fund incurring any liability to taxation or suffering other pecuniary disadvantage or other detriment which the investors or the Target Fund might not otherwise have suffered; or

- (g) if the Company or the Target Fund is being or may be wound-up, on or following the date on which such decision is taken by the board of directors of the Company or notice is given to shareholders of the Target Fund of a general meeting at which a resolution to wind-up the Company or the Target Fund is to be proposed; or
- (h) in the case of a merger, if the board of directors of the Company deems this to be justified for the protection of the shareholders of the Target Fund; or
- (i) in the case of a suspension of the calculation of the net asset value of one or several underlying investment funds in which the Target Fund has invested a substantial portion of assets.

Should any of the above events occur, the Fund may not be able to meet Unit Holders' repurchase requests as the Fund will be suspended in accordance with section "*Suspension of Dealing in Units*" in this Prospectus and the repurchase requests from the Unit Holders will be accepted but will not be processed. Such repurchase requests will only be processed in accordance with section "*What is the Repurchase Proceeds Payout Period*" in this Prospectus.

**This Prospectus describes the features of the Target Fund in accordance with the Target Fund Prospectus and we recommend that this Prospectus should be read in conjunction with the Target Fund Prospectus which is available at the business address of the Manager as stated in section "*Documents Available for Inspection*". We take all reasonable efforts to ensure the accuracy of the disclosure in this Prospectus 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 Prospectus regarding the Target Fund as compared to the Target Fund Prospectus, the Target Fund Prospectus shall prevail.**



# SALIENT TERMS OF THE DEED

*Generally an investor would also be a registered Unit Holder unless the Units are purchased through an IUTA or using a nominee. In such an instance, the Units may not be registered in the name of the investor and thus not a registered Unit Holder. Please be advised that the Manager only recognises the rights attached to a registered Unit Holder.*

## Rights and Liabilities of Unit Holders

### Rights of Unit Holders

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

- to receive distribution of income (if any), 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;
- to call for Unit Holders' meetings, and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- to exercise the cooling-off right (if applicable); and
- to receive annual and semi-annual reports.

You are not entitled to request for the transfer of any of the assets of the Fund or be entitled 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. In amplification and not in derogation of the aforesaid, Units held shall not confer on any Unit Holder any interest in any assets of the Fund but only in such interest in the Fund as a whole as may be conferred on Unit Holders by the provisions of the Deed.

### Liabilities of Unit Holders

- You would not be liable 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; and
- You shall not be under 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 pursuant to the Deed 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 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 (irrespective of the Class), 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 Unit Holders

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

- 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;

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

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

- requiring the retirement or removal of the Manager;
- requiring the retirement or removal of the Trustee;
- considering the most recent financial statements of the Fund;
- giving to the Trustee such directions as the meeting thinks proper; or
- considering any matter in relation to the Deed,

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, as the case may be.

#### **Unit Holders' Meeting Convened By 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 Trustee**

The Trustee may summon a Unit Holders' meeting in the event:

- the Manager is in liquidation;
- in the opinion of the Trustee, the Manager has ceased to carry on business;
- in the opinion of the Trustee, the Manager has, to the prejudice of Unit Holders, failed to comply with the Deed or contravened any of the provisions of the CMSA;
- requiring the retirement or removal of the Manager;
- 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;
- securing the agreement of the Unit Holders to release the Trustee from any liability;
- deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to clause 6.9.3 of the Deed; or
- deciding on the reasonableness of the annual management fee charged to the Fund or each Class.

The meeting of the Unit Holders summoned by the Trustee shall be summoned by:

- 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
- 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**

#### **Circumstances That May Lead to the Termination of the Fund**

The Fund may be terminated or wound up as provided for under the Deed and the Guidelines as follows:

- The SC has withdrawn the authorisation of the Fund pursuant to Section 256E of the CMSA; or
- A Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

Notwithstanding the aforesaid, the Manager may, in its sole discretion and without having to obtain the prior approval of the Unit Holders, determine the trust created and wind up the Fund 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.

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

## **Termination of a Class**

A Class may be terminated if a Special Resolution is passed at a meeting of Unit Holders of that Class to terminate the Class provided always that such termination does not prejudice the interests of any other Class.

Notwithstanding the aforesaid, the Manager may, in its sole discretion and without having to obtain the prior approval of the Unit Holders, terminate a Class 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 a Class and the termination of a Class is in the best interests of the Unit Holders.

If a Class is left with no Unit Holder, the Manager shall also be entitled to terminate the Class.

## **Procedures for termination of the Fund or Class**

Upon the termination of the Fund, the Trustee shall:

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

provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unit Holders of MYR0.50 or its foreign currency equivalent, if applicable, in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each of such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made.

In the event of the Fund being terminated:

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

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

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

## **Retirement, Removal or Replacement of the Manager**

The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant laws upon giving to the Trustee twelve (12) months' notice in writing of its desire so to do, or such other shorter period as the Manager and the Trustee may agree upon, and subject to the fulfilment of the following conditions:

- the retiring Manager shall appoint such corporation by writing under the seal of the retiring Manager as the management company of the Fund in its stead and assign and transfer to such corporation all its rights and duties as management company of the Fund;
- such corporation shall enter into such deed or deeds as are referred to in clause 2.3.2 of the Deed; and
- upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee under the Deed at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations under the Deed but without prejudice to the rights of the Trustee or any Unit Holder or other person in respect of any act or omission on the part of the retiring Manager prior to such retirement and the new management company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager under the Deed as fully as though such new management company had been originally a party to the Deed.

Subject to the provisions of any relevant laws, the Trustee shall take all reasonable steps to remove the Manager:

- if the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interests of Unit Holders for the Trustee to do so after the Trustee has given notice to the Manager of the Trustee's opinion and the reasons for that opinion, and has considered any representations made by the Manager in respect of that opinion, and after consultation with the relevant authorities and with the approval of the Unit Holders by way of a Special Resolution;
- unless expressly directed otherwise by the relevant authorities, if the Manager is in breach of any of its obligations or duties under the Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- if the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business,

and the Manager shall not accept any extra payment or benefit in relation to such removal.

In any of the events set out above, the Manager shall upon receipt of a written notice from the Trustee ipso facto cease to be the management company of the Fund. The Trustee shall, at the same time, by writing appoint some other corporation approved by the relevant authorities to be the management company of the Fund; such corporation shall have entered into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund.

## **Retirement, Removal or Replacement of the Trustee**

The Trustee may retire upon giving twelve (12) months' notice in writing to the Manager of its desire so to do, or such other shorter period as the Manager and the Trustee shall agree, and may by deed appoint in its stead a new trustee approved by the relevant authorities and under any relevant laws.

Provided always that the Manager has in place a corporation approved by the relevant authorities to act as the trustee of the Fund, the Trustee may be removed or replaced and such other corporation may be appointed as trustee of the Fund by Special Resolution of the Unit Holders at a duly convened meeting.

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

- the Trustee has ceased to exist;
- the Trustee has not been validly appointed;
- the Trustee was not eligible to be appointed or to act as trustee under any relevant laws;
- the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or any relevant laws;
- a receiver has been appointed over the whole or a substantial part of the assets or undertaking of the Trustee and has not ceased to act under the appointment;
- a petition has been presented for the winding up of the Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared to be insolvent); or
- the Trustee is under investigation for conduct that contravenes the Trust Companies Act 1949, the Trustee Act 1949, the Companies Act 2016 or any relevant laws.

## Fees and Charges

Below are the maximum fees and charges permitted by the Deed:

|                              | USD Class  | MYR Class | MYR Hedged-class | SGD Hedged-class | AUD Hedged-class | GBP Hedged-class | EUR Hedged-class | RMB Hedged-class |
|------------------------------|--|-----------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Sales Charge</b>          | 6.00% of the NAV per Unit.   |           |                  |                  |                  |                  |                  |                  |
| <b>Repurchase Charge</b>     | 6.00% of the NAV per Unit.   |           |                  |                  |                  |                  |                  |                  |
| <b>Annual Management Fee</b> | 5.00% per annum of the NAV of the Fund.  |           |                  |                  |                  |                  |                  |                  |
| <b>Annual Trustee Fee</b>    | 0.10% per annum of the NAV of the Fund (excluding foreign custodian fees and charges). |           |                  |                  |                  |                  |                  |                  |

### Increase of Fees and Charges Stated in this Prospectus

The maximum Sales Charge and Repurchase Charge set out in this Prospectus can only be increased if the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge.

The maximum annual management fee and annual trustee fee set out in this Prospectus can only be increased if the Manager has come to an agreement with the Trustee on the higher rate. The Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective and such time as may be prescribed by any relevant laws shall have elapsed since the notice is sent.

The supplemental/replacement prospectus proposing a modification to this Prospectus to increase the aforesaid maximum fees and charges is required to be registered, lodged and issued. An increase in the abovementioned fees and charges is allowed if such time as may be prescribed by any relevant laws has elapsed since the effective date of the supplemental/replacement prospectus.

### Increase of Fees and Charges Stated in the Deed

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

## Permitted Expenses under the Deed

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/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes (if any);
- taxes and other duties charged on the Fund by the government and/or other authorities;
- costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- costs, fees and expenses incurred in the termination of the Fund or a Class or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;

- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund, a CI or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund, a Class 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 ordered by the court not to be reimbursed by the Fund);
- remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- costs and expenses incurred in relation to the distribution of income (if any);
- (where the custodial function is delegated by the Trustee) charges and fees paid to the sub-custodians for taking into custody any foreign assets of the Fund;
- fees, charges, costs and expenses relating to the preparation, printing, posting, registration and/or lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant laws;
- costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent; and
- any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred as mentioned above.

# THE MANAGER

## ABOUT AHAM

AHAM was incorporated in Malaysia on 2 May 1997 under the Companies Act 1965 (now known as the Companies Act 2016) 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 EU193 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.

AHAM distributes its funds through the following various channels:

- In-house/internal sales team;
- IUTA and CUTA; and
- Unit trust consultants.

AHAM's head office is located in Kuala Lumpur and has a total of seven (7) main sales offices located in Peninsular and East Malaysia. The sales offices are in Penang, Ipoh, Johor Bahru, Melaka, Kuching, Miri and Kota Kinabalu.

### Roles, Duties and Responsibilities of AHAM

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

### Key Personnel

#### Dato' Teng Chee Wai – Managing Director

Dato' Teng is the founder of AHAM. In his capacity as the managing director and executive director of AHAM, Dato' Teng manages the overall business and strategic direction as well as the management of the investment team. His hands-on approach sees him actively involved in investments, product development and marketing. Dato' Teng's critical leadership and regular participation in reviewing and assessing strategies and performance has been pivotal in allowing AHAM to successfully navigate the economically turbulent decade. Dato' Teng's investment management experience spans more than thirty (30) years, and his key area of expertise is in managing absolute return mandates for insurance assets and investment-linked funds in both Singapore and Malaysia. Prior to his current appointments, he was the assistant general manager (investment) of Overseas Assurance Corporation (OAC) and was responsible for the investment function of the Group Overseas Assurance Corporation Ltd. Dato' Teng began his career in the financial industry as an investment manager with NTUC Income, Singapore. He is a Bachelor of Science graduate from the National University of Singapore and has a Post-Graduate Diploma in Actuarial Studies from City University in London.

#### 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 of fund managers 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.

**For further information on AHAM including material litigation (if any), the Board, the designated fund manager of the Fund and/or AHAM's delegate, you may obtain the details from our website at [www.aham.com.my](http://www.aham.com.my).**

# THE TRUSTEE 8.01

## ABOUT CIMB COMMERCE TRUSTEE BERHAD

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

### Experience in Trustee Business

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

## DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

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

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

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

## TRUSTEE'S DELEGATE

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

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

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

## TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION AND ARBITRATION

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



## **RELATED PARTIES TRANSACTION AND CONFLICT OF INTEREST**

AHAM has in place policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, AHAM will not make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interests of Unit Holders. Where the interests of the directors or the person(s) or members of a committee undertaking the oversight function's interests may conflict with that of the Fund, they are to refrain from participating in the decision-making process relating to the matter. Staff of AHAM are required to seek prior approval for personal investments before dealing in securities.

All transactions with related parties are to be executed on terms which are best available to the Fund and which are no less favourable to the Fund than an arm's length transaction between independent parties. Such transactions may include dealings on sale and purchase of securities and instruments by the Fund and holding of Units in the Fund by related parties.

The tax advisers and solicitors have confirmed that they do not have any existing or potential conflict of interest with AHAM and/or the Fund.

# TAXATION OF THE FUND

4 September 2024

Deloitte Tax Services Sdn Bhd  
Level 16, Menara LGB  
1 Jalan Wan Kadir  
Taman Tun Dr. Ismail  
60000 Kuala Lumpur

The Board of Directors  
**AHAM Asset Management Berhad**  
Ground Floor, Menara Boustead  
69, Jalan Raja Chulan  
50200 Kuala Lumpur

## **AHAM World Series – India Equity Fund Taxation of the Fund and Unit Holders**

1. This letter has been prepared for inclusion in the Prospectus (hereinafter referred to as “the Prospectus”) in connection with the offer for sale of units in the AHAM World Series – India Equity Fund (“the Fund”).

The following is general information based on Malaysian tax law in force at the time of lodging the Prospectus with the Securities Commission Malaysia (“SC”) and investors should be aware that the tax law may change at any time. The application of tax law depends upon an investor’s individual circumstances. The information provided below does not constitute tax advice. The Manager therefore recommends that investors consult their tax adviser regarding the specific application of the tax law relating to their specific tax position.

## **2. Taxation of the Fund**

### **2.1 Income Tax**

As the Fund’s Trustee is a tax resident in Malaysia, the Fund is regarded as a tax resident in Malaysia. The taxation of the Fund is governed principally by Sections 61 and 63B of the Malaysian Income Tax Act, 1967 (“MITA”).

Pursuant to the Section 2(7) of MITA, any reference to interest shall apply, mutatis mutandis, to gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah. The effect of this is that any gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah, will be accorded the same tax treatment as if they were interest.

The income of the Fund in respect of dividends, interest or profits from deposits and other investment income (other than income which is exempt from tax) derived from or accruing in Malaysia or received in Malaysia from outside Malaysia is liable to income tax. The Fund may be receiving income such as exit fee which will be subject to tax at the prevailing tax rate applicable on the Fund. Section 61(1)(b) of MITA provides that gains arising from the realisation of investments shall be treated as income of the trust body of the trust as gains or profits from the disposal of a capital asset, provided that such gains are not related to real property as defined under the Real Property Gains Tax (“RPGT”) Act, 1976.

The income tax rate applicable to the Fund is 24%.

Tax exempt interest as listed in the Appendix attached received by the Fund are not subject to income tax.

With effect from 1 January 2014, Malaysia has fully moved to a single-tier income tax system. The Fund is not liable to tax on any Malaysia sourced dividends paid, credited or distributed to the Fund under the single-tier tax system, where the company paying such dividend is not entitled to deduct tax under the MITA. The tax deductibility of other deductions by the Fund against such dividend income will be disregarded in ascertaining the chargeable income of the Fund.

In addition to the single-tier dividend that may be received by the Fund, the Fund may also receive Malaysian dividends which are tax exempt from investments in companies which had previously enjoyed or are currently enjoying various tax incentives provided under the laws of Malaysia. The Fund is not subject to income tax on such tax exempt dividend income.

The Fund may also receive interest, dividends, profits and other income from investments derived from sources outside of Malaysia. Prior to 1 January 2022, income arising from sources outside Malaysia and received in Malaysia was exempted from Malaysian income tax pursuant to Paragraph 28 of Schedule 6 of the MITA. Effective from 1 January 2022, Paragraph 28 of Schedule 6 of the MITA was amended to only exempt a non-resident person from foreign sourced income received in Malaysia. Unit trusts funds with a trustee who is tax resident in Malaysia are considered tax residents of Malaysia and would not qualify for the exemption under the amended Paragraph 28 of Schedule 6 of the MITA.

The Ministry of Finance of Malaysia issued the gazette orders, Income Tax (Exemption) (No. 5) Order 2022 [P.U.(A) 234/2022] and Income Tax (Exemption) (No. 6) Order 2022 [P.U.(A) 235/2022] both dated 19 July 2022 and took effect from 1 January 2022. Certain paragraphs in P.U.(A) 235/2022 have been amended via Income Tax (Exemption) (No. 6) Order 2022 (Amendment) Order 2024 [P.U.(A) 157/2024] dated 12 June 2024. The orders grant exemption on foreign sourced income as follows:

- Dividend income received by companies, limited liability partnerships and companies incorporated under the Labuan Companies Act 1990 which have made an election under Section 3A of the Labuan Business Activity Tax Act 1990 to be charged to tax in accordance with the MITA; and
- All types of foreign sourced income received by individuals, except for those carrying on a partnership business in Malaysia.

However, as the unit trust fund is not a “company”, “limited liability partnership” or “individual”, the above gazette orders do not apply to unit trust funds.

The income of the Fund which is received in Malaysia from outside Malaysia during the period 1 January 2022 until 30 June 2022 is subject to tax at the rate of 3% on gross foreign sourced income received in Malaysia. Foreign sourced income received in Malaysia from 1 July 2022 onwards will be taxed based on the prevailing income tax rate applicable to the Fund, i.e. 24%.

The foreign sourced income of the Fund may be subject to foreign tax in the country from which the income is derived. Pursuant to Schedule 7 of the MITA, where an income is chargeable to tax in Malaysia as well as in a foreign country, a relief shall be given by way of credit known as bilateral credit if the source country has a tax treaty with Malaysia where the foreign tax credit shall be set-off up to 100% of foreign tax suffered and unilateral credit if the source country does not have a tax treaty with Malaysia where the foreign tax credit shall be set-off up to 50% of foreign tax suffered. Please note that claiming of bilateral credit and unilateral credit is subject to the approval of the Inland Revenue Board upon review of the requisite supporting documentation.

The tax treatment of hedging instruments would depend on the particular hedging instruments entered into. Generally, any gain or loss relating to the principal portion will be treated as capital gain or loss. Gains or losses relating to the income portion would normally be treated as revenue gains or losses. The gain or loss on revaluation will only be taxed or claimed upon realisation. Any gain or loss on foreign exchange is treated as capital gain or loss if it arises from the revaluation of the principal portion of the investment.

Generally, income from distribution by the Malaysia Real Estate Investment Trusts (“REITs”) will be received net of withholding tax of 10%. No further tax will be payable by the Fund on the distribution. Distribution from such income by the Fund will also not be subject to further tax in the hands of the Unit Holders.

Expenses being manager’s remuneration, maintenance of register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage, which are not allowed under the general deduction rules, qualify for a special deduction at the minimum of 10% of such expenses pursuant to Section 63B of the MITA.

## 2.2 Capital Gains Tax (“CGT”)

Based on the Finance (No. 2) Act 2023, effective 1 January 2024, CGT will be imposed on gains or profits from the disposal of capital assets. However, based on the Income Tax (Exemption)(No.7) Order 2023, there is a 2-months (January 2024 and February 2024) exemption provided for disposal made on or after 1 January 2024 to 29 February 2024 in respect of disposal of shares in companies incorporated in Malaysia not listed on the stock exchange.

Gains or profits from the disposal of a capital asset situated in Malaysia is exempted from tax. However, the exemption does not apply to disposal of unlisted shares of a company incorporated in Malaysia and disposal of shares under Section 15C of MITA.

Following to the above, the Malaysian Inland Revenue Board (“MIRB”) has issued the Guidelines: Capital Gains Tax on Unlisted Shares dated 1 March 2024 (CGT Guidelines) *[Available in Bahasa Malaysia only]*.

Additionally, the Income Tax (Exemption) (No. 3) Order 2024 [P.U.(A) 75/2024] provides that gains or profits from the disposal of foreign capital assets received in Malaysia by companies, limited liability partnerships, trust bodies, and co-operative societies resident in Malaysia, which are compliance according to the economic substance requirements (“ESR”), are given exemption from CGT from 1 January 2024 to 31 December 2026, was gazetted on 4 March 2024.

According to the P.U.(A) 75/2024, the ESR condition is subject to compliance with the conditions imposed by the Minister as specified in the Guideline on Tax Treatment on Gains From the Disposal of Foreign Capital Assets Received from Outside Malaysia. The ESR for the CGT exemption includes the following:

- (a) employ adequate number of employees with necessary qualifications to carry out the specified economic activities in Malaysia; and
- (b) incur adequate amount of operating expenditure for carrying out the specified economic activities in Malaysia.

Any deduction in relation to the gains or profits exempted from CGT shall be disregarded for the purpose of ascertaining the chargeable income of the company, limited liability partnership, trust body, and co-operative society.

The CGT rate charged on gains or profits from the disposal of foreign capital asset, unlisted shares and Section 15C shares is provided under Part XXI, Schedule 1 of the MITA. The CGT rate is as follows:-

| Type of capital asset  | CGT Rate  |
|--|---|
| Unlisted Shares and Section 15C Shares acquired before 1 January 2024      | <ul style="list-style-type: none"><li>• 10% on chargeable income from disposal of unlisted shares and Section 15C shares; or</li><li>• 2% of gross disposal price</li></ul> |
| Unlisted Shares and Section 15C Shares acquired on or after 1 January 2024 | 10% on chargeable income from disposal of unlisted shares and Section 15C shares  |
| Foreign capital asset  | Prevailing rate for the company, limited liability partnership, trust body or co-operative society  |

The Fund is required to electronically file the tax returns within 60 days from the date of each disposal. The CGT will be paid within 60 days from the date of disposal. The Fund is required to keep the records of the disposal for 7 years.

## 2.3 Gains on Disposal of Investments

Currently, gains on disposal of investments by the Fund, where the investments represent shares in real property companies, may be subject to RPGT under the RPGT Act, 1976. A real property company is a controlled company which owns or acquires real properties or shares in real property companies with a market value of not less than 75% of its total tangible assets. A controlled company is a company which does not have more than 50 members and is controlled by not more than 5 persons.

However, based on the Finance (No.2) Act 2023, gains from disposal of real property company shares which are held by a company, limited liability partnership, trust body or co-operative society will be subject to CGT under MITA effective 1 January 2024. Disposal of other real properties will still be subject to RPGT Act, 1976.

## 2.4 Service Tax

The issuance of units by the Fund to investors will not be subject to Service Tax. Any distributions made by the Fund to unitholders are also not subject to Service Tax. For management fees, this specifically excludes fees charged by any person who is licensed or registered with the Securities Commission for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007.

To the extent that the Fund invests in any financial services products (e.g. securities, derivatives, units in a fund or unit trust), the acquisition of these interests will also not be subject to Service Tax.

If the Fund acquires any imported taxable services from a service provider outside of Malaysia, these services would be subject to 6% Service Tax. However, effective from 1 March 2024, in accordance with the provisions of subsection 10(2) Service Tax Act 2018, the service tax for the above services would be subject to service tax at 8%. The Fund would be required to file an SST-02A return on an ad hoc basis and report and pay this amount of tax to the Royal Malaysian Customs Department.

## 3. Taxation of Unit Holders

### 3.1 Taxable Distribution

Unit Holders will be taxed on an amount equivalent to their share of the total taxable income of the Fund to the extent such income is distributed to them. Unit Holders are also liable to pay income tax on the taxable income distributions paid by the Fund. Taxable income distributions carry a tax credit in respect of the tax chargeable on that part of the Fund. Unit Holders will be subject to tax on an amount equal to the net taxable income distribution plus attributable underlying tax paid by the Fund. No withholding tax will be imposed on the income distribution of the Fund.

Income distributed to Unit Holders is generally taxable as follows in Malaysia:-

| Unit Holders   | Malaysian Tax Rates for Year of Assessment 2023   | Malaysian Tax Rates for Year of Assessment 2024   |
|--|---|---|
| <p><b>Malaysian tax residents:</b></p> <ul style="list-style-type: none"> <li>▪ Individual and non-corporate Unit Holders</li> <li>▪ Co-operative societies</li> <li>▪ Trust bodies</li> <li>▪ Corporate Unit Holders <ul style="list-style-type: none"> <li>i. A company* with paid up capital in respect of ordinary shares of not more than RM2.5 million where the paid up capital in respect of ordinary shares of other companies within the same group as such company is not more than RM2.5 million (at the beginning of the basis</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>▪ Progressive tax rates ranging from 0% to 30%</li> <li>▪ Progressive tax rates ranging from 0% to 24%</li> <li>▪ 24%</li> <li>▪ 15% for every first RM150,000 of chargeable income</li> <li>▪ 17% for chargeable income of- RM150,001 to RM600,000</li> </ul> | <ul style="list-style-type: none"> <li>▪ Progressive tax rates ranging from 0% to 30%</li> <li>▪ Progressive tax rates ranging from 0% to 24%</li> <li>▪ 24%</li> <li>▪ 15% for every first RM150,000 of chargeable income</li> <li>▪ 17% for chargeable income of- RM150,001 to RM600,000</li> </ul> |

| Unit Holders   | Malaysian Tax Rates for Year of Assessment 2023  | Malaysian Tax Rates for Year of Assessment 2024  |
|--|--|--|
| period for a year of assessment) and having gross income from source or sources consisting of a business of not more than RM50 million for the basis period of a year assessment | <ul style="list-style-type: none"> <li>▪ 24% for chargeable income in excess of RM600,000</li> </ul> | <ul style="list-style-type: none"> <li>▪ 24% for chargeable income in excess of RM600,000</li> <li>* Based on the Finance (No.2) Act 2023, if a company's paid-up capital is owned (directly or indirectly) by companies incorporated outside Malaysia or non-Malaysian citizens, then the company is not entitled to the preferential tax rates above.</li> </ul> |
| ii. Companies other than those in (i) above  | <ul style="list-style-type: none"> <li>▪ 24%</li> </ul>  | <ul style="list-style-type: none"> <li>▪ 24%</li> </ul>  |
| <b>Non-Malaysian tax residents:</b>  |  |  |
| <ul style="list-style-type: none"> <li>▪ Individual and non-corporate Unit Holders</li> </ul>  | <ul style="list-style-type: none"> <li>▪ 30%</li> </ul>  | <ul style="list-style-type: none"> <li>▪ 30%</li> </ul>  |
| <ul style="list-style-type: none"> <li>▪ Co-operative societies</li> </ul>   | <ul style="list-style-type: none"> <li>▪ 24%</li> </ul>  | <ul style="list-style-type: none"> <li>▪ 24%</li> </ul>  |

The tax credit attributable to the income distributed to the Unit Holders will be available for set off against tax payable by the Unit Holders. There is no withholding tax on taxable distributions made to non-resident Unit Holders.

Non-resident Unit Holders may be subject to tax in their respective tax jurisdictions depending on the provisions of the relevant tax legislation in the jurisdiction they report their income taxes. Any Malaysian income tax suffered by non-resident Unit Holders may be eligible for double tax relief under the laws of the non-resident Unit Holder's jurisdiction subject also to the terms of the double tax agreement with Malaysia (if applicable).

### 3.2 Withholding Tax on Distribution from Retail Money Market Fund ("RMMF") to Unit Holders

Distribution of income of a unit trust fund that is a RMMF to its Unit Holders (other than the distribution of interest income to non-individual Unit Holders) is exempted from tax in the hands of the Unit Holders. Non-individual Unit Holders will be chargeable to tax on the income distributed to the Unit Holder from the interest income of a RMMF exempted under Paragraph 35A of Schedule 6 of the MITA with effect from 1 January 2022 as follows:-

| Types of Unit Holders   | Malaysian Tax Rates for Years of Assessment 2023 and 2024  |
|---|--|
| <b>Non-individual residents:</b> <ul style="list-style-type: none"> <li>▪ Withholding tax rate</li> <li>▪ Withholding tax mechanism</li> <li>▪ Due date of payment</li> </ul> | <ul style="list-style-type: none"> <li>▪ 24%</li> <li>▪ Income distribution carries a tax credit, which can be utilised to set off against the tax payable by the Unit Holders</li> <li>▪ The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income</li> </ul> |

| Types of Unit Holders  | Malaysian Tax Rates for Years of Assessment 2023 and 2024  |
|--|--|
| <p><b>Non-individual non-residents:</b></p> <ul style="list-style-type: none"> <li>▪ Withholding tax rate</li> <li>▪ Withholding tax mechanism</li> <li>▪ Due date of payment</li> </ul> | <ul style="list-style-type: none"> <li>▪ 24%</li> <li>▪ Withholding tax deducted will be regarded as a final tax</li> <li>▪ The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income</li> </ul> |

As the Fund is not a RMMF, the above withholding tax on distribution of interest income that is exempted under Paragraph 35A of Schedule 6 of the MITA will not be applicable to the non-individual Unit Holders of the Fund.

### 3.3 Tax Exempt Distribution

Tax exempt distributions made out of exempt income earned by the Fund will not be subject to Malaysian tax in the hands of Unit Holders, whether individual or corporate, resident or non-resident. All Unit Holders do not pay tax on that portion of their income distribution from the Fund's distribution equalisation account.

### 3.4 Distribution Voucher

To help complete a Unit Holder's tax returns, the Manager will send to each Unit Holder a distribution voucher as and when distributions are made. This sets out the various components of the income distributed and the amount of attributable income tax already paid by the Fund.

### 3.5 Sale, Transfer or Redemption of Units

Currently, any gains realised by a Unit Holder on the sale, transfer or redemption of his units are generally tax-free capital gains unless the Unit Holder is an insurance company, a financial institution or a person trading or dealing in securities. Generally, the gains realised by these categories of Unit Holders constitute business income on which tax is chargeable. Unit Holders should consult their respective tax advisors based on their own tax profiles to determine whether the gain from sale, transfer or redemption of units would qualify as capital gains or trading gains.

### 3.6 Reinvestment of Distribution

Unit Holders who receive their income distribution by way of investment in the form of the purchase of new units will be deemed to have received their income distribution and reinvested that amount in the Fund.

### 3.7 Unit Splits

Unit splits issued by the Fund are not taxable in the hands of the Unit Holders.

### 3.8 Service Tax

Pursuant to the Lampiran A of the First Schedule of the Service Tax Regulations 2018 ("First Schedule"), only taxable services listed in the First Schedule are subject to service tax. Investment income or gains received by the Unit Holder are not prescribed taxable services and hence, not subject to Service Tax.

Currently, the legal fees, consultant fees and management fees may be subject to service tax at 6% if the service providers are registered for Services Tax. Effective from 1 March 2024, in accordance with the provisions of subsection 10(2) Service Tax Act 2018, the aforementioned services would be subject to service tax at 8%.

We hereby confirm that the statements made in this tax adviser letter correctly reflect our understanding and the interpretation of the current Malaysian tax legislations and the related interpretation and practice thereof, all of which may subject to change. Our comments above are general in nature and cover taxation in the context of Malaysian tax legislation only and do not cover foreign tax legislation. The comments do not represent specific tax advice to any investors and we recommend that investors obtain independent advice on the tax issues associated with their investments in the Fund.

Yours faithfully

**Mohd Fariz bin Mohd Faruk**  
Executive Director  
Deloitte Tax Services Sdn Bhd



**Tax Exempt Income of Unit Trusts (Non Exhaustive)**

1. Interest or discount paid or credited to any individual, unit trust and listed closed-end fund in respect of the following will be exempt from tax:-
  - Securities or bonds issued or guaranteed by the Government; or
  - Debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the SC; or
  - Bon Simpanan Malaysia issued by the Central Bank of Malaysia.  
[Para 35 of Schedule 6 of the MITA]
  
2. Income of a unit trust in respect of interest derived from Malaysia and paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 (“FSA”) or the Islamic Financial Services Act 2013 (“IFSA”) or any development financial institution regulated under the Development Financial Institutions Act 2002 (“DFIA”).  
  
 Provided that the exemption shall not apply to the interest paid or credited to a unit trust that is a wholesale fund which is a money market fund.  
[Para 35A of Schedule 6 of the MITA]
  
3. Interest in respect of any savings certificates issued by the Government.  
[Para 19 of Schedule 6 of the MITA]
  
4. Interest paid or credited to any person in respect of Sukuk originating from Malaysia, other than convertible loan stock, issued in any currency other than RM and approved or authorized by, or lodged with, the SC or approved by the Labuan Financial Services Authority.  
[Para 33B of Schedule 6 of the MITA]
  
5. Interest received in respect of bonds and securities issued by Pengurusan Danaharta Nasional Berhad within and outside Malaysia.  
[Income Tax (Exemption) (No. 5) Order 2001]
  
6. Interest income derived from bonds (other than convertible loan stocks) paid or credited by any company listed in Malaysia Exchange of Securities Dealing and Automated Quotation Berhad (“MESDAQ”) (now known as Bursa Malaysia Securities Berhad ACE Market).  
[Income Tax (Exemption) (No. 13) Order 2001]
  
7. Income derived from the Sukuk Issue which has been issued by the Malaysia Global Sukuk Inc.  
[Income Tax (Exemption) (No. 31) Order 2002]
  
8. Discount or profit received from the sale of bonds or securities issued by Pengurusan Danaharta Nasional Berhad or Danaharta Urus Sendirian Berhad within and outside Malaysia.  
[Income Tax (Exemption) (No. 6) Order 2003]
  
9. Income derived from the Sukuk Ijarah, other than convertible loan stock, issued in any currency by 1Malaysia Sukuk Global Berhad.  
[Income Tax (Exemption) Order 2010]
  
10. Gain or profit received from the investment in Islamic securities, other than convertible loan stock, which are issued in accordance with the principles of *Mudharabah*, *Musarakah*, *Ijarah*, *Istisna’* or any other principle approved by the Shariah Advisory Council established by the SC under the Capital Markets and Services Act 2007.  
[Income Tax (Exemption) (No. 2) Order 2011]
  
11. Gains or profits in lieu of interest, derived from the Sukuk Wakala in accordance with the principle of *Al-Wakala Bil Istithmar*, other than a convertible loan stock, issued in any currency by Wakala Global Sukuk Berhad.  
[Income Tax (Exemption) (No. 4) Order 2011]

12. Income derived from Sukuk Kijang is exempted from the payment of income tax pursuant to Income Tax (Exemption) (No. 10) Order 2013. For the purpose of this order, “Sukuk Kijang” means the Islamic Securities of nominal value of up to two hundred and fifty million United States dollars (USD\$250,000,000) issued or to be issued in accordance with the Shariah principle of Ijarah by BNM Kijang Berhad.  
[Income Tax (Exemption) (No. 10) Order 2013]
13. Gains or profits derived, in lieu of interest, derived from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (USD1,500,000,000.00) in accordance with the principle of *Wakala Bil Istithmar*, other than a convertible loan stock, issued by the Malaysia Sovereign Sukuk Berhad.  
[Income Tax (Exemption) (No. 3) Order 2015]
14. Gains or profits derived, in lieu of interest from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (US\$1,500,000,000.00) in accordance with the principle of *Wakala*, other than a convertible loan stock, issued by the Malaysia Sukuk Global Berhad (formerly known as 1Malaysia Sukuk Global Berhad).  
[Income Tax (Exemption) (No. 2) Order 2016]

# RELEVANT INFORMATION

## INFORMATION AVENUES

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

You may obtain the daily Fund price from our website at [www.aham.com.my](http://www.aham.com.my).

As the Fund has exposure to investments in foreign jurisdiction, these daily prices are based on information available two (2) Business Days prior to publication.

We will provide you with an annual report and a semi-annual 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.

**THE FUND'S ANNUAL REPORT IS AVAILABLE UPON REQUEST.**

### 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 email us at [customercare@aham.com.my](mailto:customercare@aham.com.my).

## COMPLAINTS AVENUES

### How do I make a complaint?

You may (i) write to us on our website at <http://aham.com.my>; (ii) write to us at Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur; (iii) call us at our toll free number 1800-88-7080 or our telephone number (603) 2116 6000 during business hours, from 8.45 a.m. to 5.30 p.m., Mondays to Fridays; (iv) e-mail us at [customercare@aham.com.my](mailto:customercare@aham.com.my); or (v) speak to our customer care consultant in person.

To help us investigate your complaint, please provide us with (i) particulars of the complainant which include name, correspondence address, contact number, e-mail address (if any) and other relevant information; (ii) circumstances of the non-compliance or improper conduct; (iii) parties alleged to be involved in the improper conduct; and (iv) any other supporting documentary evidence (if any).

If you are not satisfied with how your complaint has been handled, or the resolution provided by us, you may file your complaint to the FiMM, Securities Industry Dispute Resolution Centre ("SIDREC") or SC, for an independent external review. Please refer to the PHS and our website for their contact information.

## ANTI-MONEY LAUNDERING POLICIES AND PROCEDURES

Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and SC's Guidelines on Prevention of Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and Targeted Financial Sanctions 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.

## CONSENTS

- The written consents of the Management Company, Investment Manager and Trustee to the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issuance of this Prospectus and have not been subsequently withdrawn; and
- The written consent of the tax adviser to the inclusion in this Prospectus of its name and the tax adviser's letter in the form and context in which it is contained in this Prospectus has been given before the issuance of this Prospectus and has not been subsequently withdrawn.

## DOCUMENTS AVAILABLE FOR INSPECTION

Unit Holders may inspect without charge, at the business address of the Manager, the following documents or copies thereof, where applicable:

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

# DIRECTORY OF SALES OFFICES

## AHAM ASSET MANAGEMENT BERHAD:

|   |  |   |
|---|--|---|
| <p><b>HEAD OFFICE</b><br/>Ground Floor, Menara Boustead<br/>69 Jalan Raja Chulan<br/>50200 Kuala Lumpur<br/>Tel : 03 – 2116 6000<br/>Fax : 03 – 2116 6100<br/>Toll Free No. : 1-800-88-7080<br/>Email: <a href="mailto:customercare@aham.com.my">customercare@aham.com.my</a><br/>Website: <a href="http://www.aham.com.my">www.aham.com.my</a></p> <p><b>PENANG</b><br/>No. 123, Jalan Macalister<br/>10450 Georgetown, Penang<br/>Toll Free No. : 1800-888-377</p> <p><b>PERAK</b><br/>1, Persiaran Greentown 6<br/>Greentown Business Centre<br/>30450 Ipoh, Perak<br/>Tel : 05 - 241 0668<br/>Fax : 05 – 255 9696</p> | <p><b>JOHOR</b><br/>Unit 22-05, Level 22<br/>Menara Landmark<br/>No. 12, Jalan Ngee Heng<br/>80000 Johor Bahru<br/>Johor<br/>Tel : 07 – 227 8999<br/>Fax : 07 – 223 8998</p> <p><b>MELAKA</b><br/>Ground Floor<br/>No. 584 Jalan Merdeka<br/>Taman Melaka Raya<br/>75000 Melaka<br/>Tel : 06 -281 2890<br/>Fax : 06 -281 2937</p> <p><b>SABAH</b><br/>Unit 1.09(a), Level 1, Plaza Shell<br/>29, Jalan Tunku Abdul Rahman<br/>88000 Kota Kinabalu, Sabah<br/>Tel : 088 - 252 881<br/>Fax : 088 - 288 803</p> | <p><b>SARAWAK</b><br/>Ground Floor, No. 69<br/>Block 10, Jalan Laksamana Cheng Ho<br/>93200 Kuching, Sarawak<br/>Tel : 082 – 233 320<br/>Fax : 082 – 233 663</p> <p>1<sup>st</sup> Floor, Lot 1291<br/>Jalan Melayu, MCLD<br/>98000 Miri, Sarawak<br/>Tel : 085 - 418 403<br/>Fax : 085 – 418 372</p> |
|---|--|---|

## AUTHORISED DISTRIBUTORS:

For more information about our authorised distributors, kindly contact 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](mailto:customercare@aham.com.my).

***PROSPECTIVE UNIT HOLDERS SHOULD READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS AND, IF NECESSARY, SHOULD CONSULT THEIR ADVISER(S).***

**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

[aham.com.my](http://aham.com.my)