# INFORMATION MEMORANDUM FOR AHAM WORLD SERIES – SGD LIQUIDITY FUND

Manager : AHAM Asset Management Berhad

(Formerly known as Affin Hwang Asset Management Berhad)

Registration No.: 199701014290 (429786-T)

Trustee : HSBC (Malaysia) Trustee Berhad

Registration No.: 193701000084 (1281-T)

This Information Memorandum is dated 12 September 2023.

The AHAM World Series – SGD Liquidity Fund is constituted on 12 September 2023.

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

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

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

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

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



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

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# **CORPORATE DIRECTORY**

# The Manager/AHAM AHAM Asset Management Berhad (Formerly known as Affin Hwang Asset Management Berhad) Registered Office

3<sup>rd</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

Email: customercare@aham.com.my

Website: www.aham.com.my

# The Trustee

# HSBC (Malaysia) Trustee Berhad Registered Office & Business Address

Level 19, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur

Telephone No.: (603) 2075 7800

Fax No.: (603) 8894 2611

E-mail: fs.client.services.myh@hsbc.com.my

# **ABBREVIATION**

**CIS** Collective Investment Schemes.

**FiMM** Federation of Investment Managers Malaysia.

Moody's Investors' Services, Inc..

MYRRinggit Malaysia.OTCOver-the-counter.PHSProduct Highlights Sheet.S&PStandard & Poor's Corporation.SCSecurities Commission Malaysia.

SGD Singapore Dollar.

**US** United States of America.

# **GLOSSARY**

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

time.

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

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

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

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

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

as a non-Dealing Day for the Target Fund.

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

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

another class of Units of the same Fund.

Code Refers to the Code on Collective Investment Schemes issued by the Monetary

Authority of Singapore.

**Commencement Date** Means the date on which the sale of Units is first made. The Commencement Date is

also the date of constitution of the Fund.

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

**CVC Capital Partners Asia** 

Fund V Dealing Day 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.

Means every business day in Singapore. A business day in Singapore is everyday (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore or any other day as the Target Fund Manager and the

target Fund Trustee may agree in writing.

**Deed(s)** Refers to the deed dated 29 August 2023 entered into between the Manager and the

Trustee, which may be modified or varied by further supplemental deeds from time

to time.

**deposit(s)** Has the same meaning as per the definition of "deposit" in the Financial Services Act

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

Development

Institution

**Financial** 

Means a development financial institution under the Development Financial Institutions Act 2002.

Financial Institution(s) Means:

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(a) if the institution is in Malaysia –

(i) Licensed Bank;

(ii) Licensed Investment Bank;

(iii) Development Financial Institution; or

(iv) Licensed Islamic Bank; or

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

services.

Fund Means AHAM World Series – SGD Liquidity Fund.

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

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

**Historical Pricing** Means the NAV per Unit determined at the valuation point immediately before the

application for purchase or repurchase request is received by the Manager.

Holder(s) Refers to the existing holders of units of the Target Fund.

**HSBC Group** Refers to HSBC Holdings plc, its subsidiaries, related bodies corporate, associated

entities and undertakings and any of their branches.

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

from time to time.

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

**Licensed Investment Bank** Means an investment bank licensed under the Financial Services Act 2013. **Licensed Islamic Bank** Manager or AHAM

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

Means AHAM Asset Management Berhad (formerly known as Affin Hwang Asset

Management Berhad).

Means a period of three (3) years or more. medium to long term Refers to the investment guidelines applicable to money market funds issued by the

**Funds** Money Market **Investment Guidelines** 

Monetary Authority of Singapore under Appendix 1 of the Code.

**MYR Class** Represents a class issued by the Fund which is denominated in MYR. **NAV** per Unit

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

**Net Asset Value or NAV** 

Means the value of all the assets of the Fund less the value of all the liabilities of the Fund at a valuation point. Where the Fund has more than one Class, there shall be a

NAV attributable to each Class.

**Recognised Stock Exchange** Means any stock exchange or futures exchange or organised securities exchange or

other market of sufficient repute or any government securities market in any part of the world as may be approved by Target Fund Manager and the Target Fund Trustee and includes in relation to any particular authorised investment, any responsible firm, corporation or association in any part of the world which deals in the authorised investment as to be expected generally to provide in the Target Fund Manager's

opinion a satisfactory market for such authorised investment.

**Repurchase Charge Repurchase Price** 

Means a charge imposed pursuant to a repurchase request.

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.

The Repurchase Price is equivalent to the initial offer price during the initial offer period and NAV per Unit after the initial offer period. As such, any Repurchase Charge

applicable is excluded from the calculation of the Repurchase Price.

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

Means a transaction whereby securities are transferred on a temporary basis from a lender to a borrower with the latter obliged to return the securities either on demand

or at the end of a specific period.

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

exclusive of any Sales Charge.

The Selling Price is equivalent to the initial offer price during the initial offer period and NAV per Unit after the initial offer period. As such, any Sales Charge applicable is

excluded from the calculation of the Selling Price.

**SGD Class** 

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

**Sophisticated Investor** 

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

time to time under the Guidelines.

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

Sophisticated Investors as permitted by the SC under the Guidelines.

Special Resolution	Means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths (3/4) of the Unit Holders present and voting" means three-fourths (3/4) of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund or a Class, "Special Resolution" means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
Target Fund	Refers to Fullerton SGD Cash Fund.
Target Fund Prospectus	Means the prospectus of the Target Fund dated 11 January 2023, as amended, modified or supplemented from time to time.
Target Fund Trustee	Refers to HSBC Institutional Trust Services (Singapore) Limited.
Trustee / HSBC	Refers to HSBC (Malaysia) Trustee Berhad.
Unit(s)	Means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit of the Fund; if the Fund has more than one Class, it means a unit issued for each Class.
Units in Circulation	Means Units created and fully paid and which have not been cancelled.  It is also the total number of Units issued at a particular valuation point.
Unit Holder(s), investor(s), you	Means the person/corporation for the time being who, in full compliance to the relevant laws and is a Sophisticated Investor pursuant to the Guidelines including a jointholder.
US Person	Means a US citizen or US tax resident individual (including a green-card holder, an individual with substantial US presence and an individual who has US permanent or mailing address), US corporation, US partnership, US trust or US estate for US federal income tax purposes.

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

# **ABOUT AHAM WORLD SERIES – SGD LIQUIDITY FUND**

Fund Category : Feeder (Wholesale)

Fund Type : Growth Base Currency : SGD

Financial Year End : 28 February

**Distribution Policy** : The Fund is not expected to make distribution. However, incidental distribution may be

declared whenever is appropriate.

### INVESTMENT OBJECTIVE

The Fund seeks to provide investors with high liquidity to meet cash flow requirements whilst maintaining capital preservation<sup>#</sup>.

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

### ASSET ALLOCATION

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

# **INVESTMENT STRATEGY**

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

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

# **Cross Trades**

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**

The Fund will invest in the following investments:

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

# **VALUATION POINT OF THE FUND**

The Fund will be valued at 6.00 p.m. on every Business Day (or "trading day" or "T" day"). However, if the Fund has exposure to investments outside of Malaysia, the Fund shall be valued at 12.00 p.m. on the next Business Day (or "T + 1 day"). All foreign assets are translated into the Base Currency based on the last available 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. The Fund adopts a Historical Pricing basis which means that prices of Units will be calculated based on the NAV of the Fund at a valuation point before we receive the purchase/repurchase.

The Manager will perform a re-valuation during mid day on a Business Day. The Manager will reprice the Units if the NAV per Unit of the Fund, if revalued, differs by more than 5% from the last valuation points.

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

# **VALUATION OF ASSETS**

We will ensure that the valuation of the Fund is carried out in a fair manner in accordance with the relevant laws and Guidelines. We will obtain the daily price or value of the assets for the purpose of valuing the Fund in accordance 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:

# Unlisted CIS

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.

# > Any other investment

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

# **ABOUT THE CLASSES**

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

Classes	SG	D Class		MYR Class	
1 ''' 10'' D '	SGD 1.00 MYR 1.00				
Initial Offer Price	The initial offer price is the Selling Price and Repurchase Price for each Unit during the initial offer period.				
Initial Offer Period	The initial offer period for SGD Class and MYR Class will be for a period of not more than forty-five (45) days from the Commencement Date. The initial offer period may be shortened if we determine that it is in your best interest.				
Minimum Initial Investment*	SG	D 5,000		MYR 5,000	
Minimum Additional Investment*	SGD 1,000 MYR 1,000		MYR 1,000		
Minimum Units of Redemption*	1,00	00 Units	its 1,000 Units		
Minimum Units Held*	1,00	00 Units	1,000 Units		
	If the balance of your investment (i.e. total number of Units) is less than the minimum holding of Units, you will be required to make an additional investment in order to meet the required minimum balance of investment. Otherwise, we may withdraw all your holding of Units in the Fund and pay the proceeds to you.				
Minimum Units Per Switch*	1,000 Units 1,000 Units		1,000 Units		
Unitholdings in Different Classes	You should note that there are differences when purchasing Units of the SGD Class and other Classes. For illustration purposes, assuming you have SGD 10,000 to invest:				
	Class(es)	SGD Class		MYR Class	1
	NAV per Unit	SGD 1.00		MYR 1.00	
	Currency exchange	SGD 1 = SGD 1		SGD 1 = MYR 3	
	Invested amount	SGD 10,000 x SGD 1 = SGD 10	,000	SGD 10,000 x MYR 3 = MYR 30,000	
	Units received	SGD 10,000 ÷ SGD 1.00 = 10,000	) Units	MYR 30,000 ÷ MYR 1.00 = 30,000 Units	
	Invested amount = SGD	10,000 x currency exchange i	ate of the	e Class	
	Units received = Invested amount ÷ NAV per Unit of the Class				
	By purchasing Units of the SGD Class, you will receive less Units for every SGD invested in				
	the Fund (i.e. 10,000 Units), compared to purchasing Units in MYR Class (i.e. 30,000 Units).				
	Upon a voting by poll, the votes by every Unit Holder present in person or by proxy is				
	proportionate to the value of Units held by him or her. Hence, holding more number of Units may not give you an advantage when voting at Unit Holders' meetings. You should note that				
	in a Unit Holders' meeting to terminate the Fund, a Special Resolution will only be passed 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.				

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

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

# **ABOUT THE FEES AND CHARGES**

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

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

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

# **SALES CHARGE**

Nil.

# **REPURCHASE CHARGE**

Nil.

### TRANSFER FEE

Nil

### **SWITCHING FEE**

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

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

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

As an illustration, assuming there is an indirect fee chargeable to the Fund of SGD 100 and assuming further the size of the SGD Class over the size of the Fund is 60% whereas the size of the MYR 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 SGD Class and 40% borne by the MYR Class.

# ANNUAL MANAGEMENT FEE

The management fee is up to 0.40% per annum of the NAV of the Fund and is calculated using the Base Currency (before deducting the management fee and trustee fee). The management fee is accrued daily and payable monthly to the Manager.

Please note that the example below is for illustration only:

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

SGD 120 million x 0.40%

365 days = SGD 1,315.07 per day

The management fee is apportioned to each Class based on the multi-class ratio. The management fee is only charged at the Fund level. The management fee chargeable by the Target Fund will be paid out of the annual management fee charged by us at the Fund level. There is no double charging of the management fee.

# **ANNUAL TRUSTEE FEE**

The trustee fee is up to 0.03% per annum of the NAV of the Fund (excluding foreign custodian fees and charges), and is calculated using the Base Currency (before deducting the management fee and trustee fee). The trustee fee is accrued daily and payable monthly to the Trustee. In addition to the annual trustee fee, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities.

Please note that the example below is for illustration only:

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

SGD 120 million x 0.03%

365 days

= SGD 98.63 per day

The trustee fee is apportioned to each Class based on the multi-class ratio.

# **ADMINISTRATIVE FEE**

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

- > commissions or fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes or difference accounts:
- taxes and other duties charged on the Fund by the government and/or other authorities:
- > costs, fees and expenses properly incurred by the auditor and tax agent 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 or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund or commenced by either of them for the benefit of the Fund or that class of Units (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- > costs, fees and expenses 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 and/or capital (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 and/or lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post and/or lodge in relation to the Fund by virtue of any relevant law;
- > costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent;
- > costs of obtaining experts opinion by the Trustee and/or the Manager for the benefit of the Fund or a class of Units;
- any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses as mentioned above; and
- > other fees and expenses related to the Fund allowed under the Deed.

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

# MAXIMUM RATE OF FEES AND CHARGES ALLOWABLE BY THE DEED

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

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

# **REBATES AND SOFT COMMISSIONS**

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

The soft commissions can be retained by us or 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.

# ABOUT THE TARGET FUND – FULLERTON SGD CASH FUND

Base Currency : SGD

Inception Date : 3 February 2009

Country of Origin : Singapore

Regulatory Authority : Monetary Authority of Singapore

# Fullerton SGD Cash Fund ("Target Fund")

The Target Fund is a sub-fund of the Fullerton Fund (a Singapore-constituted umbrella unit trust). The Target Fund is an authorised scheme under the Securities and Futures Act 2001 ("SFA"). The Target Fund is classified as an Excluded Investment Products ("EIP") under the Notice on the Sale of Investment Products and the Target Fund will be subject to certain provisions regarding its investments as described in the *Investment Restrictions of the Target Fund* of this IM.

# Fullerton Fund Management Company Ltd. ("Target Fund Manager")

Fullerton Fund Management Company Ltd. is the manager of the Target Fund. The Target Fund Manager is regulated by the Monetary Authority of Singapore and licensed under the Securities and Futures Act 2001 to carry out fund management activities and to deal in capital markets products that are units in a collective investment scheme. Incorporated in 2003, the Target Fund Manager is headquartered in Singapore and is part of a multi-asset management group, Seviora, a holding company established by Temasek Holdings ("Temasek"). The Target Fund Manager has been managing collective investment schemes and discretionary funds since 2004.

# **Investment Objective of the Target Fund**

The Target Fund's investment objective is to provide investors with liquidity and a return that is comparable to that of the Singapore Dollar Banks Saving Deposits rate.

# **Investment Strategy and Policy of the Target Fund**

The Target Fund intends to hold its assets primarily in SGD deposits with eligible financial institutions as defined in the Money Market Funds Investment Guidelines (the "Eligible Financial Institutions"\*) with varying terms of maturity of not more than 366 calendar days.

The Target Fund may also place deposits of varying maturity tenures exceeding 366 calendar days but not more than 732 calendar days, subject to a maximum of 10% of its net asset value. The Target Fund Manager will apply the Money Market Funds Investment Guidelines in their management of the Target Fund. The Target Fund Manager presently do not intend to use financial derivative instruments for the Target Fund.

Investment Style / Reference Benchmark and Purpose — the Target Fund is actively managed with reference to the benchmark, "Singapore Dollar Banks Saving Deposits Rate", for performance comparison purpose. The benchmark is neither used as a constraint for portfolio construction purpose nor as a target to beat. This benchmark may be replaced with another performance comparison benchmark as determined at the Target Fund Manager's sole discretion from time to time.

Degree of Active Management – the Target Fund does not try to replicate the benchmark and the Target Fund Manager freely selects the securities that it invests in. The deviation from this benchmark can be material. During periods of market volatility, the Target Fund Manager will have the discretion to manage the portfolio in closer alignment with the risk profile of the benchmark.

An "eligible financial institution" is presently defined in the Money Market Funds Investment Guidelines as (i) a financial institution which has a minimum short-term rating of F-2 by Fitch Inc, P-2 by Moody's or A2 by S&P's (including such sub-categories or gradations therein); or (ii) a financial institution rated other than by the credit rating organisations specified in (i) for which Target Fund Manager have satisfied the Target Fund Trustee that its short-term rating is comparable to the ratings in (i); or (iii) a Singapore-incorporated bank licensed under the Banking Act 1970 which is not rated, but has been approved under the Central Provident Fund Investment Scheme to accept fixed deposits

# **Investment Restrictions of the Target Fund**

The Target Fund is subject to the investment guidelines applicable to money market funds issued by the Monetary Authority of Singapore under Appendix 2 of the Code on CIS (the "Money Market Funds Investment Guidelines"). For the avoidance of doubt, the Target Fund will not invest in (i) precious metals or commodities, (ii) certificates representing precious metals or commodities, (iii) financial derivative instruments on precious metals or commodities, (iv) real estate or any option, right or interest therein, or (v) units or shares of other collective investment schemes and investment funds.

The Money Market Funds Investment Guidelines may be found at the Monetary Authority of Singapore's website: www.mas.gov.sg. Please note that the Monetary Authority of Singapore may update or amend these investment guidelines.

Currently, the Target Fund do not enter into securities and repurchase transactions but may do so in the future. The Target Fund which is an EIP will be subject to restrictions on its investments and limits on certain transactions as set out in the Schedule to the Securities and Futures (Capital Markets Products) Regulations 2018.

# **Risk Management Process of the Target Fund**

The Target Fund Manager will calculate the global exposure of the Target Fund in accordance with the Code, as the sum of:

- (i) the absolute value of the exposure of each individual financial derivative not involved in netting or hedging arrangements;
- (ii) the absolute value of the net exposure of each individual financial derivative after netting or hedging arrangements; and
- (iii) the sum of the values of cash collateral received pursuant to:
  - the reduction of exposure to counterparties of OTC financial derivatives; and
  - efficient portfolio management techniques relating to securities lending and repurchase transactions, and that are reinvested.

The Target Fund Manager believes that risk management and performance analysis are integral to the investment process. The Target Fund Manager will employ a risk management process which enables them to monitor and measure at appropriate time intervals, the risk of the positions and their contribution to the overall risk profile of the Target Fund.

The Target Fund Manager has dedicated risk and compliance teams which independently monitor the portfolio's risks through various tools as certain changes in the market environment may affect their value and importance. Portfolio risks are controlled to ensure that the relationship between risk and return is in line with the Target Fund 's investment objective and strategy.

# Suspension of Dealings of the Target Fund

Subject to the requirements of the Code, the Target Fund Manager or the Target Fund Trustee may, with the other's prior written approval, suspend the issue and realisation of Units during:

- (i) any period when the Recognised Stock Exchange or the OTC market on which any authorised investments of the Target Fund forming part of deposited property for the time being are dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;
- (ii) the existence of any state of affairs which, in the opinion of the Target Fund Trustee and the Target Fund Manager, might seriously prejudice the interests of the Holders as a whole or of the deposited property;
- (iii) any breakdown in the means of communication normally employed in determining the price of any of such authorised investments of the Target Fund or the current price on that Recognised Stock Exchange or that OTC market or when for any reason the prices of any of such authorised investments of the Target Fund cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the authorised investments of the Target Fund cannot be determined);
- (iv) any period when remittance of money which will or may be involved in the realisation of such authorised investments of the Target Fund or in the payment for such authorised investments of the Target Fund cannot, in the opinion of the Target Fund Trustee and the Target Fund Manager, be carried out at normal rates of exchange;
- (v) any 48-hour period (or such longer period as the Target Fund Manager and the Target Fund Trustee may agree) prior to the date of any meeting or adjourned meeting of Holders;

- (vi) any period where the dealing in Units is suspended pursuant to any order or direction of the Monetary Authority of Singapore;
- (vii) any period when the business operations of the Target Fund Trustee or the Target Fund Manager for the operation of the Target Fund is substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God; or
- (viii) in exceptional circumstances where such suspension is in the interest of the Holders.

Subject to the requirements of the Code, such suspension will take effect immediately upon our written declaration to the Target Fund Trustee (or by the Target Fund Trustee to the Target Fund Manager) and will terminate as soon as practical when the condition giving rise to the suspension ceases to exist and no other conditions under which suspension is authorised under this *Suspension of Dealing of the Target Fund* exists upon the written declaration by the Target Fund Manager (or by the Target Fund Trustee), and in any event, within such period as prescribed by the Code. The period of suspension may be extended in accordance with the Code.

# **Target Fund Redemption Limit**

Realisation of Units may be limited by the total number of Units of the Target Fund to be realised on any Dealing Day and may not exceed 25% of the total number of Units the Target Fund then in issue. This limitation is to be applied proportionally to all Holders of the Target Fund who have validly requested for the realisation of their Units on such Dealing Day. Any Units not realised will be realised on the next Dealing Day, subject to the same limitation.

# Fees and Charges of the Target Fund

Preliminary Charge	Up to 5.00% of the Gross Subscription Amount	
	Please note that the Fund will not be charged the preliminary charge when it invests in the Target Fund.	
Redemption Charge	Up to 2.00% of the net asset value per Share	
	Please note that the Fund will not be charged the redemption charge when it redeems from the Target Fund.	
Management Fee	Up to 0.35% per annum	
	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.	
Trustee Fee, Registrar Fee and Valuation Fee	Up to 0.25% per annum, subject to a minimum of SGD 15,000 per annum	

The Target Fund issues several share classes and may issue new share classes with different features and requirements in future. The Fund will have full discretion to decide on share class of the Target Fund to invest and may switch to different share class of the Target Fund. Such decision will be made in the best interest of investors. Investors may wish 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.

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

# UNDERSTANDING THE RISKS OF THE FUND AND THE TARGET FUND

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

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

	GENERAL RISKS OF THE FUND
Market risk	Market risk arises because of factors that affect the entire market place. Factors
	such as economic growth, political stability and social environment are some
	examples of conditions that have an impact on businesses, whether positive or
	negative. Market risk cannot be eliminated but may be reduced through
	diversification. It stems from the fact that there are economy-wide perils, or
	instances of political or social instability which threaten all businesses. Hence, the
	Fund will be exposed to market uncertainties and fluctuations in the economic,
	political and social environment that will affect the market price of the
	investments either in a positive or negative way.
Fund management risk	This risk refers to the day-to-day management of the Fund by us which will impact
<u> </u>	the performance of the Fund. For example, investment decisions undertaken by
	us as a result of an incorrect view of the market or any non-compliance with
	internal policies, investment mandate, the Deed, relevant law or guidelines due
	to factors such as human error, fraud, dishonesty or weaknesses in operational
	process and systems, may adversely affect the performance of the Fund.
Performance risk	The Fund is a feeder fund which invests in another CIS, namely the Target Fund.
	The performance of the Fund very much depends on the performance of the
	Target Fund. If the Target Fund does not perform in accordance with its
	investment objective, the performance of the Fund will also be impacted
	negatively. The performance of the Target Fund and consequently of the Fund
	may go down as well as up, depending on the circumstances prevailing at a
	particular given time. On that basis, there is never a guarantee that investing in
	the Fund will produce a positive investment returns in accordance with its
	investment objective.
Liquidity risk	This is the risk that the units of the Target Fund that is held by the Fund cannot
Liquidity risk	be readily sold and converted into cash. This can occur when there is a restriction
	on realisation of units of the Target Fund. The Target Fund Manager may suspend
	the realisation of units of the Target Fund or delay the payment of realisation
	proceeds in respect of any realisation request received, during any period in
	which the determination of the net asset value of the Target Fund is suspended.
	As a result, the Fund may not be able to receive the repurchase proceeds in a
	timely manner which in turn may delay the payment of repurchase proceeds to
	the Unit Holders. In managing liquidity risk, we will maintain sufficient liquidity
	level for the purposes of meeting repurchase requests. Please refer to the
	"Suspension of Dealing in Units" section of this Information Memorandum for
	more details.
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 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.

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

	SPECIFIC RISKS OF THE FUND	
Concentration risk	As a feeder fund, this Fund 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. We may substitute the Target Fund with another fund with similar investment objective of the Fund if, in our opinion, the Target Fund no longer meets the Fund's investment objective subject to Unit Holders' approval.	
	For better understanding of the risks associated to the Target Fund, please refer to the "Risks of the Target Fund" below.	
Currency risk	As the investments of the Fund may be denominated in currencies other than the Base Currency, any fluctuation in the exchange rate between the Base Currency and the currencies in which the investments are denominated may have an impact on the value of these investments. You should be aware that if the currencies in which the investments are denominated depreciate against the Base Currency, this will have an adverse effect on the NAV of the Fund in the Base Currency and vice versa. You should note that any gain or loss arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investment.	
	Currency risk at the Class level	
	The impact of the exchange rate movement between the Base Currency and the currency of the respective Classes (other than SGD Class) may result in a depreciation of your holdings as expressed in the Base Currency.	
Country risk	Investments of the Fund in the Target Fund which is domiciled in Singapore may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of Singapore. For example, the deteriorating economic condition of that country may adversely affect the value of the investments undertaken by the Fund and in turn may cause the NAV of the Fund or prices of Units to fall.	
Target fund manager risk	The Target Fund (which the Fund invests in) is managed by the Target Fund Manager. It is important to note that the Manager has no control over the investment management techniques and operational controls of the Target Fund Manager. Thus, mismanagement of the Target Fund (i.e. breach of its prescribed investment restriction due to human error) may negatively affect the Fund (as an investor of the Target Fund). Should such a situation arise, the Manager may propose to invest in other alternative CIS that is consistent with the investment	

SPECIFIC RISKS OF THE FUND
objective of the Fund provided always that the approval of the Unit Holders has
been obtained.

	RISKS OF THE TARGET FUND
Absence of secondary markets	The Target Fund is not listed and there is no secondary market for the Units. You
Accuracy of valuation risk	may realise your units on Dealing Days only.  The Target Fund Manager may rely, without independent investigation, upon pricing information and valuations furnished by third parties, including pricing services and independent brokers/dealers. Their accuracy depends on these parties' methodologies, due diligence and timely response to changing conditions, and we have no control over or responsibility for failures in such valuations.
Counterparty risk	The assets of the Target Fund are held by the custodian. The Target Fund will be subject to the risk of the inability of any such counterparty or custodian to perform its obligations, whether due to insolvency, bankruptcy or other causes.
Credit rating risk	Credit ratings represent the rating agencies' and/or the Target Fund Manager's opinions regarding the credit quality of the institutions or the instruments invested into by the Target Fund. They are not a guarantee of quality. Rating methodologies generally rely on historical data, which may not predict future trends. It may take time for credit ratings to be adjusted in response to change of circumstances. Where the Target Fund Manager rely on ratings issued by credit rating agencies, they have established a set of internal credit assessment standards and have put in place a credit assessment process to ensure that the Target Fund 's investments are in line with these standards. Information on the Target Fund Manager's credit assessment process will be made available to investors upon request and subject to such conditions as they may impose.
Default risk	Investments in deposits with financial institutions are subject to adverse changes in the financial conditions of such institutions, or in general economic conditions, or both, which may impair the ability of such institutions to make payments of interest and principal. Such institutions' ability to meet their obligations may also be adversely affected by their operation, performance or winding-up, which may increase the potential for default by such institutions.
External risk factors	Your investment may be adversely affected by political instability, exchange controls, changes in taxation, foreign investment policies and other restrictions and controls which may be imposed by the authorities in the relevant countries. The value of the underlying assets of the Target Fund may be affected by uncertainties such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investments may be made. Further, the legal infrastructure and accounting, auditing and reporting standards in certain countries may not provide the same degree of investor protection or disclosure as would generally apply in major securities markets.
General investment risk	An investment in the Target Fund is meant to produce returns by capital appreciation over the medium-term to long-term. You should not expect short-term gains.
	The value of Units and the income accruing to them may fall or rise. You may not get back your original investment.
Interest rate risk	The value of units of the Target Fund may fluctuate in response to changes in interest rates. Investments in SGD deposits or other high-quality money market instruments and debt securities may decline in value as interest rates change. In general, the prices of fixed income securities rise when interest rate falls, and fall when interest rate rises.
Risk associated with significant unit holdings by institutional investors	Institutional investors may hold substantial holdings in the Target Fund. Although they will not have control over the Target Fund Manager's investment decisions, their actions may have a material effect on the Target Fund. For example, the Target Fund may have to liquidate assets at a time and in a way that is not the most economically advantageous in order to meet substantial realisations of Units by an institutional investor over a short time. This could adversely affect the value of the Target Fund 's assets.

	RISKS OF THE TARGET FUND
Risks of historical pricing	Units in the Target Fund are issued and realised on a historical pricing basis. The issue and realisation of such units on a Dealing Day will be based on the net asset value per unit of the Target Fund determined as at the close of business on the calendar day immediately preceding that Dealing Day on which units are issued or realised, or on such day or such other time as may be determined by us with the approval of the Target Fund Trustee. As such, the issue and realisation prices of the Target Fund may not be reflective of the actual net asset value of units as at the date of issue or realisation. Any adjustments or shortfalls as a result will be borne by the Target Fund.
Liquidity risk	General Risk  Under certain market conditions, it may be difficult or impossible to liquidate or rebalance positions. For example, this may occur during volatile markets or crisis situations or where trading under the rules of the relevant stock exchange is suspended, restricted or otherwise impaired. During such times, the Target Fund may be unable to dispose of certain assets or may be forced to dispose of assets at reduced prices, thereby adversely affecting the Target Fund 's performance. Further, such investments may be difficult to value with any degree of accuracy or certainty. Further, in a market downturn, the Target Fund 's counterparties' financial conditions could be weakened, thereby increasing the Target Fund 's credit risk exposure to them.  Specific Risk  While the objective of the Target Fund is to provide investors with liquidity, it is subject to the realisation gate that limits the total number of Units of the Target

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

# DEALING INFORMATION



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

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

# WHO IS ELIGIBLE TO INVEST?

- You must be at least eighteen (18) years old and a Sophisticated Investor in order to invest in this Fund. Please refer to the "Glossary" chapter of this Information Memorandum for the definition of "Sophisticated Investor".
- Please note that if you are a US Person, you are not eligible to subscribe to the Units of the Fund. If we become aware that you are a US Person who holds Units of the Fund, we will issue a notice requiring you to:
  - redeem your Units; or
  - transfer your Units to a non-US Person. within thirty (30) days from the date of the said notice.

# **HOW TO PURCHASE UNITS?**

- You may submit the purchase request by completing an application form and returning it to us at or before 2.00 p.m. on a Business Day.
- You are required to provide us with the following completed forms and documents. However, we reserve the right to request for additional documentations before we process the purchase application.

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

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

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

# WHAT IS THE PROCESS OF THE PURCHASE APPLICATION?

- If we receive your purchase application at or before 2.00 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 as at the valuation point immediately before the purchase request for the Units of a Class is received by us. Any purchase request received or deemed to have been received by us after 2.00 p.m. will be transacted on the next Business Day (or "T + 1 day"), unless a prior arrangement is made to our satisfaction.
- > Sale of Units will be honoured upon receipt of a complete set of documents together with the proof of payments.

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

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

SGD Class	MYR Class
1,000 Units	1,000 Units

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.

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

- You may submit the repurchase request by completing a transaction form and returning it to us at or before 2.00 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 2.00 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 at the valuation point immediately before the repurchase request for the Units of a Class is received by us. Any repurchase request received after 2.00 p.m. will be transacted on the next Business Day (or "T + 1 day").
- Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.

# WHAT IS THE REPURCHASE PROCEEDS PAYOUT PERIOD?

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

# WHAT IS THE PRICING OF UNITS?

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

# WHERE TO PURCHASE AND REPURCHASE UNITS?

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

# WHAT IS COOLING-OFF RIGHT?

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

You will be refunded within ten (10) Business Days from our receipt of the cooling-off application.

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

# WHAT IS THE PROCESS OF COOLING-OFF APPLICATION?

We will process your cooling-off request if your request is received or deemed to have been received by us at or before 2.00 p.m. on a Business Day (or "T day"). Any cooling-off request received after 2.00 p.m. will be transacted on the next Business Day (or "T + 1 day").

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

# WHAT ARE THE SWITCHING OPTIONS?

You are able to switch:

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

However, you must meet the Fund's minimum holding of Units requirements and the minimum investment amount of the fund (or its class) that you intend to switch into.

The process of the switching application is as below:

# Switching between Classes

You must complete a switching transaction form and submit it to us together with relevant supporting documents, if any. If we receive your switching request at or before the cut-off time of 2.00 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 2.00 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 Fund into other funds managed by AHAM

You must complete a switching transaction form and submit it to us at or before the cut-off time of 2.00 p.m. on a Business Day (or "T day") together with relevant supporting documents, if any.

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 Out Fund	Switching In Fund
Money market fund	Non-money market fund	T Day	T Day
Non-money market fund	Non-money market fund	1 Day	
Money market fund	Money market fund	T Day	T + 1 Day
Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund

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

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

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 be in contravention of any law or regulatory requirements, whether or not having the force of law and/or would expose us to any liability.

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

# HOW DO I RECEIVE THE INCOME DISTRIBUTION?

Income distribution, if any, will be paid out in the currencies in which the Classes are denominated. You have the option to receive the income 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 select the mode of distribution in the application form.

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

Notwithstanding the above, we may also reinvest the distribution proceeds which remain unclaimed after twelve (12) months from the date of payment, provided that you still have an account with us.

# 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 are required to have a foreign currency account with any Financial Institution denominated in the respective currency Classes.

### Reinvestment Process

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

# SUSPENSION OF DEALING IN UNITS

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

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

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

# RELATED PARTIES TO THE FUND

# **ABOUT THE MANAGER - AHAM**

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

# 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.

# **Our Investment Team**

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

# ABOUT THE TRUSTEE - HSBC (MALAYSIA) TRUSTEE BERHAD

HSBC (Malaysia) Trustee Berhad (Registration No. 193701000084 (1281-T)) (the "Trustee") is a company incorporated in Malaysia since 1937 and registered as a trust company under the Trust Companies Act 1949, with its registered address at Level 19, Menara IQ, Lingkaran TRX, 55188 Tun Razak Exchange, Kuala Lumpur.

# **Experience in Trustee Business**

Since 1993, the Trustee has acquired experience in the administration of unit trusts and has been appointed as trustee for unit trust funds, exchange traded funds, wholesale funds and funds under private retirement scheme.

# **Duties and Responsibilities of the Trustee**

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

In respect of monies paid by an investor for the application of Units, the Trustee's responsibility arises when the monies are received in the relevant account of the Trustee for the Fund and in respect of redemption, the Trustee's responsibility is discharged once it has paid the redemption amount to the Manager. The Trustee is not liable for the acts, omissions or failure of any third party depository including central securities depositories or clearing and/or settlement systems in any circumstances. Subject to any local regulations, the Trustee and/or its related group of companies may deal with each other, the Fund or any Unit Holder or enter into any contract or transaction with each other, the Fund or any Unit Holder or retain for its own benefit any profits or benefits derived from any such contract or transaction or act in the same or similar capacity in relation to any other scheme.

# Trustee's Delegate

The Trustee has appointed the Hongkong and Shanghai Banking Corporation Ltd as custodian of both the local and foreign assets of the Fund. For quoted and unquoted local investments of the Fund, the assets are held through HSBC Nominees (Tempatan) Sdn Bhd and/or HSBC Bank Malaysia Berhad. The Hongkong and Shanghai Banking Corporation Ltd is a wholly owned subsidiary of HSBC Holdings Plc, the holding company of the HSBC Group. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Trustee or to the order of the Trustee. The custodian acts only in accordance with instructions from the Trustee.

The Trustee shall be responsible for the acts and omissions of its delegate as though they were its own acts and omissions.

However, the Trustee is not liable for the acts, omissions or failure of third party depository such as central securities depositories, or clearing and/or settlement systems and/or authorised depository institutions, where the law or regulation of the relevant jurisdiction requires the Trustee to deal or hold any asset of the Fund through such third parties.

# Particulars of the Trustee's Delegate

For foreign asset:

The Hongkong and Shanghai Banking Corporation Limited (as global custodian)

6/F, Tower 1, HSBC Centre,

1 Sham Mong Road, Hong Kong Telephone No: (852)2288 1111

For local asset:

The Hongkong and Shanghai Banking Corporation Limited (as sub-custodian) and assets held through HSBC Nominees

(Tempatan) Sdn Bhd

(Registration No: 199301004117 (258854-D))

Level 21, Menara IQ Lingkaran TRX

55188 Tun Razak Exchange Kuala Lumpur, Malaysia

Telephone No: (603)2075 3000 Fax No: (603)8894 2588

The Hongkong and Shanghai Banking Corporation Limited (as sub- custodian) and assets held through HSBC Bank

Malaysia Berhad (Registration No: 198401015221 (127776-V))

Level 21, Menara IQ Lingkaran TRX 55188 Tun Razak Exchange Kuala Lumpur, Malaysia

Telephone No: (603)2075 3000 Fax No: (603)8894 2588

# **Related Party Transactions**

As the trustee and service provider for the Fund, there may be related party transactions involving or in connection with the Fund in the following events:

- 1) where the Fund invests in instrument(s) offered by the related party of the Trustee (e.g. placement of monies, transferable securities etc);
- 2) where the Fund is being distributed by the related party of the Trustee as institutional unit trust scheme adviser;
- 3) where the assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of the Fund (i.e. Trustee's delegate); and
- 4) where the Fund obtains financing as permitted under the SC's guidelines, from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with any conflict-of-interest situation. The Trustee will not make improper use of its position as the owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interests of Unit Holders. Any related party transaction is to be made on terms which are best available to the Fund and which are not less favourable to the Fund than an arms-length transaction between independent parties.

Subject to any local regulations, the Trustee and/or its related group of companies may deal with each other, the Fund or any Unit Holder or enter into any contract or transaction with each other, the Fund or any Unit Holder or retain for its own benefit any profits or benefits derived from any such contract or transaction or act in the same or similar capacity in relation to any other scheme.

# **Anti-money laundering provisions**

The Trustee has in place policies and procedures across the HSBC Group, which may exceed local regulations. Subject to any local regulations, the Trustee shall not be liable for any loss resulting from compliance of such policies, except in the case of negligence, wilful default or fraud of the Trustee.

# **Statement of Disclaimer**

The Trustee is not liable for doing or failing to do any act for the purpose of complying with law, regulation or court orders.

# **Consent to Disclosure**

The Trustee shall be entitled to process, transfer, release and disclose from time to time any information relating to the Fund, Manager and Unit Holders for purposes of performing its duties and obligations in accordance to the Deed, the Act, Guidelines and any other legal and/or regulatory obligations such as conducting financial crime risk management, to the Trustee's parent company, subsidiaries, associate companies, affiliates, delegates, service providers, agents and any governing or regulatory authority, whether within or outside Malaysia (who may also subsequently process, transfer, release and disclose such information for any of the above mentioned purposes) on the basis that the recipients shall continue to maintain the confidentiality of information disclosed, as required by law, regulation or directive, or in relation to any legal action, or to any court, regulatory agency, government body or authority.

# RELEVANT INFORMATION

# **SALIENT TERMS OF THE DEED**

# Your Rights and Liabilities

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

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

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

You are not liable to the following:-

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

# Provisions Regarding Unit Holders' Meetings Quorum Required for Convening a Unit Holders' Meeting

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

# Unit Holders' Meeting convened by the Unit Holders

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

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

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

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

# 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:

- (a) the Manager is in liquidation;
- (b) in the opinion of the Trustee, the Manager has ceased to carry on business;
- (c) in the opinion of the Trustee, the Manager has, to the prejudice of Unit Holders, failed to comply with the Deed or contravened any of the provisions of the Act;
- (d) requiring the retirement or removal of the Manager;
- (e) 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;
- (f) securing the agreement of the Unit Holders to release the Trustee from any liability;
- (g) deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to clause 5.9.3 of the Deed; and
- (h) deciding on the reasonableness of the annual management fee charged to the Fund or each Class.

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

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

# **Termination of the Fund**

The Manager may, in its sole discretion and without having to obtain the prior approval of the Unit Holders, determine the trust 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**

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

The Manager may, in its sole discretion and without having to obtain the prior approval of the Unit Holders, determine the trust and wind up the 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 the Class and the termination of the Class is in the best interests of the Unit Holders.

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

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

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

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

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

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

### INCORRECT PRICING

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

The Trustee will not consider an incorrect valuation and/or pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy of 0.5% or more of the NAV per Unit attributable to a Class unless the total impact on your account of each Class is less than MYR 10.00 or in the case of a foreign currency Class, less than 10.00 denominated in the foreign currency denomination of the Class. An incorrect valuation and/or pricing not considered to be of minimal significance by the Trustee will result in reimbursement of moneys in the following manner:

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

# FINANCING AND SECURITIES LENDING

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

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

# **UNCLAIMED MONIES**

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

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

# TAX ADVISER'S LETTER

19 June 2023

The Board of Directors

AHAM Asset Management Berhad

[Formerly known as ("f.k.a") Affin Hwang Asset Management Berhad]

Ground Floor, Menara Boustead

69, Jalan Raja Chulan

50200 Kuala Lumpur

**Dear Sirs** 

# AHAM World Series – SGD Liquidity Fund Taxation of the Fund and Unit Holders

1. This letter has been prepared for inclusion in the Information Memorandum (hereinafter referred to as "the Information Memorandum") in connection with the offer for sale of units in the AHAM World Series – SGD Liquidity Fund (hereinafter referred to as "the Fund").

The following is general information based on Malaysian tax law in force at the time of lodging the Information Memorandum 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. Gains on disposal of investments by the Fund will not be subject to income tax.

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] on 19 July 2022 which took effect from 1 January 2022. The orders grant exemption on foreign sourced income as follows:

- Dividend income received by companies and limited liability partnerships; 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, subject to a minimum of 10% and a maximum of 25% of such expenses pursuant to Section 63B of the MITA.

# 2.2 Gains on Disposal of Investments

Gains on disposal of investments by the Fund will not be subject to income tax but where the investments represent shares in real property companies, such gains may be subject to Real Property Gains Tax ("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.

# 2.3 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. 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 2022	Malaysian Tax Rates for Year of Assessment 2023 (*)
Malaysian tax residents:		
<ul> <li>Individual and non-corporate Unit Holders</li> </ul>	<ul><li>Progressive tax rates ranging from 0% to 28%</li></ul>	<ul> <li>Progressive tax rates ranging from 0% to 28%</li> </ul>
Co-operative societies	<ul> <li>Progressive tax rates ranging from 0% to 24%</li> </ul>	<ul> <li>Progressive tax rates ranging from 0% to 24%</li> </ul>
<ul><li>Trust bodies</li></ul>	■ 24%	<b>2</b> 4%
Corporate Unit Holders		
i. A company with paid up capital in respect of ordinary shares of not more than RM2.5 million where the paid	■ 17% for every first RM600,000 of chargeable income	■ 15% for every first RM150,000 of chargeable income
up capital in respect of ordinary shares of other companies within the same	<ul> <li>24% for chargeable income in excess of RM600,000</li> </ul>	■ 17% for chargeable income of- RM150,001 to RM600,000
group as such company is not more than RM2.5 million (at the beginning of the basis 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		■ 24% for chargeable income in excess of RM600,001
ii. Companies other than those in (i) above	<ul> <li>24%</li> <li>33% for chargeable income in excess of RM100,000,000</li> </ul>	<b>24</b> %
	for the year of assessment 2022 only	
Non-Malaysian tax residents:		
<ul> <li>Individual and non-corporate Unit Holders</li> </ul>	■ 30%	■ 30%
Co-operative societies	■ 24%	<b>2</b> 4%

<sup>\*</sup> Finance Act 2023.

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 Year of Assessment 2022	Malaysian Tax Rates for Year of Assessment 2023 (*)
Non-individual residents:		
<ul> <li>Withholding tax rate</li> </ul>	■ 24%	■ 24%
Withholding tax mechanism	<ul> <li>Income distribution carries a tax credit, which can be utilised to set off against the tax payable by the Unit Holders</li> </ul>	<ul> <li>Income distribution carries a tax credit, which can be utilised to set off against the tax payable by the Unit Holders</li> </ul>
■ Due date of payment	■ The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income	■ The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income
Non-individual non-residents:		
<ul> <li>Withholding tax rate</li> </ul>	■ 24%	■ 24%
Withholding tax mechanism	<ul> <li>Withholding tax deducted will be regarded as a final tax</li> </ul>	<ul> <li>Withholding tax deducted will be regarded as a final tax</li> </ul>
■ Due date of payment	■ The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income	The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income

<sup>\*</sup> Finance Act 2023.

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 gains from realisation of investments and other 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

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 after tax 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.

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 January 2019, the imposition and scope of service tax has been widened to include any imported taxable service.

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**

- 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*, *Musyarakah*, *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]

# INVESTORS INFORMATION

# How can I keep track of my investment?

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

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

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

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

# **Anti-Money Laundering Policies and Procedures**

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

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

# **DIRECTORY OF SALES OFFICES**

# AHAM ASSET MANAGEMENT BERHAD (FORMERLY KNOWN AS AFFIN HWANG ASSET MANAGEMENT BERHAD):

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