



# United Global Technology Fund

This Information Memorandum is dated 23 October 2017.

Manager: UOB Asset Management (Malaysia) Berhad  
(Company No. 219478-X)

Trustee: Deutsche Trustees Malaysia Berhad  
(Company No. 763590-H)

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**SOPHISTICATED INVESTORS ARE ADVISED TO READ THIS INFORMATION MEMORANDUM AND OBTAIN PROFESSIONAL ADVICE BEFORE SUBSCRIBING TO UNITS OF THE FUND.**

**THIS FUND IS OFFERED FOR SALE TO SOPHISTICATED INVESTORS ONLY.**

**THIS FUND IS NOT OFFERED FOR SALE TO U.S. PERSON(S).**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE SOPHISTICATED INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 8.**



## **RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER**

### **Responsibility Statements**

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

### **Statements of Disclaimer**

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

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

### **Additional Statements**

Sophisticated Investors are advised to read this Information Memorandum and obtain professional advice before subscribing to units of the United Global Technology Fund.

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 the Information Memorandum that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to the Information Memorandum or the conduct of any other person in relation to the Fund.

The United Global Technology Fund may only be offered for sale to Sophisticated Investors and investors must ensure that they are Sophisticated Investors before making an investment in the United Global Technology Fund. In the event that the Manager becomes aware that a person who is not eligible to apply for Units is in fact holding Units, the Manager shall be deemed to have received a redemption request in respect of such Units on the Business Day following the day the Manager first became aware of the Unit Holder's ineligibility.

The Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or U.S. Person(s). Accordingly, Sophisticated Investors may be required to certify that they are not U.S. Person(s) before making an investment in the Fund.

### **Additional Disclosures on Personal Information**

Sophisticated Investors are advised to read and understand the full personal data or information related disclosures which will be given to you together with the application form before purchasing Units of the Fund. The said disclosures consist of, but is not limited to, UOB Asset Management (Malaysia) Berhad being entitled to transfer, release and disclose from time to time any information relating to the Unit Holders to any of UOB Asset Management (Malaysia) Berhad's parent company, subsidiaries, associate companies, affiliates, delegates, service providers and/or agents (including any outsourcing agents and/or data processors) for any purpose on the basis that the recipients shall continue to maintain the confidentiality of information disclosed as required by laws, regulations or directives, regulatory agency, government body or authority, or in relation to any legal action to any court.

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## CORPORATE DIRECTORY

<b>Manager</b>	UOB Asset Management (Malaysia) Berhad (Company No. 219478-X)
Registered Address and Business Address:	Level 22, Vista Tower The Intermark 348 Jalan Tun Razak 50400 Kuala Lumpur Malaysia
Telephone number:	03-2732 1181
Facsimile number:	03-2164 8188
Email address:	UOBAMCustomerCareMY@UOBgroup.com
Website:	www.uobam.com.my
<b>Board of Directors of the Manager</b>	Mr Wong Kim Choong Mr Thio Boon Kiat (alternate to Mr Wong Kim Choong) Ms Lim Suet Ling Mr Seow Lun Hoo Mr Khoo Chock Seang Encik Syed Naqiz Shahabuddin bin Syed Abdul Jabbar Dato' Dr Choong Tuck Yew
<b>Trustee</b>	Deutsche Trustees Malaysia Berhad (Company No. 763590-H)
<b>Auditors for the Fund</b>	Ernst & Young
<b>Tax Advisers for the Fund</b>	Deloitte Tax Services Sdn Bhd
<b>Solicitors for the Manager</b>	Wei Chien & Partners

## DEFINITIONS

<b>AUD</b>	means Australian dollar, the official currency of Australia.
<b>AUD hedged Class</b>	refers to a class of Units of the Fund which is denominated in AUD but will be hedged against the USD.
<b>Base Currency</b>	means the base currency of the Fund, i.e. USD.
<b>Business Day</b>	means a day on which Bursa Malaysia is open for trading.  The Manager may declare certain Business Days to be a non-Business Day if the Target Fund is closed for business. This is to ensure investors are given a fair valuation of the Fund when making subscription and redemption.
<b>Class(es) of Units</b>	means any class of Units representing similar interests in the assets of the Fund although a class of Units of the Fund may have different features from another class of Units of the same Fund and “Class” means any one class of Unit(s).
<b>Class S Shares</b>	means a class of units of the Target Fund which is denominated in USD.
<b>CMSA</b>	means the Capital Markets and Services Act 2007 (as may be amended from time to time).
<b>CSSF</b>	means Commission de Surveillance du Secteur Financier.
<b>Deed</b>	means the deed entered into between the Manager and the Trustee dated 9 October 2017 including any supplementary deed(s) in relation to the Fund.
<b>financial institution</b>	means,  (a) if the institution is in Malaysia: (i) licensed bank*; (ii) licensed investment bank*; (iii) licensed Islamic bank#; or (iv) development financial institution regulated under the Development Financial Institutions Act 2002; and  (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.  <i>Note:</i> * has the same meaning as prescribed under the Financial Services Act 2013 # a bank licensed under the Islamic Financial Services Act 2013
<b>Fund</b>	means the United Global Technology Fund.
<b>Guidelines</b>	means the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework.
<b>GBP</b>	means Pound Sterling, the official currency of the United Kingdom.

<b>GBP hedged Class</b>	refers to a class of Units of the Fund which is denominated in GBP but will be hedged against the USD.
<b>GST</b>	means goods and services tax.
<b>Information Memorandum</b>	means this document, and includes any supplementary or replacement information memorandum.
<b>Initial Offer Period</b>	in respect of a Class of Units, means the period described as such for that Class of Units in this Information Memorandum; during this period, Units are created, cancelled, sold and redeemed at the Initial Offer Price.
<b>Initial Offer Price</b>	means a fixed price payable by an applicant for Units purchased during the Initial Offer Period.
<b>Investment Manager of the Target Fund</b>	means T. Rowe Price International Ltd.
<b>IUTA</b>	means an institutional unit trust adviser registered with the Federation of Investment Managers Malaysia.
<b>Long Term</b>	means a period of at least five (5) years.
<b>Management Company of the Target Fund</b>	means T. Rowe Price (Luxembourg) Management S.à r.l.
<b>Manager, UOBAM(M), us, our, we</b>	means UOB Asset Management (Malaysia) Berhad.
<b>MYR, RM</b>	means Ringgit Malaysia, the official currency of Malaysia.
<b>MYR Class</b>	refers to a class of Units of the Fund which is denominated in MYR.
<b>MYR hedged Class</b>	refers to a class of Units of the Fund which is denominated in MYR but will be hedged against the USD.
<b>Net Asset Value (NAV)</b>	means the NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at the valuation point. Where the Fund has more than one Class of Units, there shall be a NAV of the Fund attributable to each Class of Units.
<b>NAV per Unit</b>	means the NAV attributable to a Class of Units divided by the number of Units in circulation for that Class, at the valuation point.
<b>Securities Commission, the SC</b>	means the Securities Commission Malaysia.
<b>SGD</b>	means Singapore dollar, the official currency of Singapore.
<b>SGD hedged Class</b>	refers to a class of Units of the Fund which is denominated in SGD but will be hedged against the USD.
<b>SICAV</b>	refers to Société d'Investissement à Capital Variable which is an open-ended investment fund and herein means the T. Rowe Price Funds SICAV.
<b>Sophisticated Investor(s)</b>	refers to: <ul style="list-style-type: none"> <li>▪ an individual whose total net personal assets, or total net joint assets with his or her spouse, exceed three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary</li> </ul>



- residence;
- an individual who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies per annum in the preceding twelve months;
  - an individual who, jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;
  - a corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts;
  - a partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies;
  - a unit trust scheme or prescribed investment scheme;
  - a private retirement scheme;
  - a closed-end fund approved by the Securities Commission;
  - a company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding ten million ringgit or its equivalent in foreign currencies;
  - a corporation that is a public company under the Companies Act 2016 which is approved by the Securities Commission to be a trustee under the CMSA and has assets under management exceeding ten million ringgit or its equivalent in foreign currencies;
  - a statutory body established by an Act of Parliament or an enactment of any state in Malaysia;
  - a pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax Act 1967;
  - Central Bank of Malaysia established under the Central Bank of Malaysia Act 2009;
  - a holder of a capital markets services licence or an executive director or a chief executive officer of a holder of a capital markets services licence;
  - a licensed institution as defined in the Financial Services Act 2013;
  - an Islamic bank as defined in the Islamic Financial Services Act 2013;
  - an insurance company registered under the Financial Services Act 2013;
  - a takaful operator registered under the Islamic Financial Services Act 2013;
  - a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010;
  - an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010; and
  - any other investor as may be defined by the Securities Commission from time to time.

**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 of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths of the Unit Holders present and voting” means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund or a Class of Units, “**Special Resolution**” means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number holding not less than three-fourths of the value of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy.

**Sub-Investment  
Manager of the  
Target Fund**

means T. Rowe Price Associates, Inc.

**Target Fund**

means the T. Rowe Price Funds SICAV – Global Technology Equity Fund.

<b>the Trustee</b>	means Deutsche Trustees Malaysia Berhad.
<b>UCI</b>	means Undertaking for Collective Investment.
<b>UCITS</b>	means Undertaking for Collective Investment in Transferable Securities.
<b>Unit(s)</b>	refers to 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 issued for each Class of Units.
<b>Unit Holder or Unit Holders</b>	means a Sophisticated Investor for the time being who is registered pursuant to the Deed as a holder of Units, including persons jointly registered.
<b>USD</b>	means United States Dollar, the official currency of United States of America.
<b>USD Class</b>	refers to a class of Units of the Fund which is denominated in USD.
<b>U.S. (United States) Person(s)</b>	means: <ul style="list-style-type: none"> <li>a) a U.S. citizen (including dual citizen);</li> <li>b) a U.S. resident alien for tax purposes;</li> <li>c) a U.S. partnership;</li> <li>d) a U.S. corporation;</li> <li>e) any estate other than a non-U.S. estate;</li> <li>f) any trust if: <ul style="list-style-type: none"> <li>i) a court within the U.S. is able to exercise primary supervision over the administration of the trust;</li> <li>ii) one or more U.S. Persons have the authority to control all substantial decisions of the trust; and</li> </ul> </li> <li>g) any other person that is not a non-U.S. person.</li> </ul>

## CHAPTER 1: KEY DATA OF THE FUND

Fund Information						
<b>Name of Fund</b>	United Global Technology Fund					
<b>Fund Type</b>	Growth					
<b>Fund Category</b>	Feeder Fund (Wholesale)					
<b>Base Currency</b>	USD					
<b>Class(es) of Units</b>	<ul style="list-style-type: none"> <li>• AUD hedged Class;</li> <li>• GBP hedged Class;</li> <li>• MYR Class;</li> <li>• MYR hedged Class;</li> <li>• SGD hedged Class; and</li> <li>• USD Class.</li> </ul>					
<b>Initial Offer Price</b>	<b>AUD hedged Class</b>	<b>GBP hedged Class</b>	<b>MYR Class</b>	<b>MYR hedged Class</b>	<b>SGD hedged Class</b>	<b>USD Class</b>
	AUD 1.0000	GBP 1.0000	RM 1.0000	RM 1.0000	SGD 1.0000	USD 1.0000
<b>Initial Offer Period</b>	A period of twenty-one (21) days commencing from 23 October 2017 to 12 November 2017.					
<b>Commencement Date</b>	The Fund will commence on the first Business Day after the end of the Initial Offer Period.					
<b>Investment Objective</b>	<p>The Fund seeks to provide Long Term capital appreciation by investing in the T. Rowe Price Funds SICAV – Global Technology Equity Fund (“Target Fund”) which invests in a diversified portfolio of stocks of global technology companies.</p> <p><b><i>Any material change to the Fund’s investment objective would require Unit Holders’ approval.</i></b></p>					
<b>Investment Policy and Strategy</b>	<p>The Fund seeks to achieve its investment objective by investing a minimum of 90% of the Fund’s NAV in the Target Fund at all times. Accordingly, this Fund will have a passive strategy as all the investment decisions will be made at the Target Fund level.</p> <p><i>Note: A replacement of the Target Fund would require Unit Holders’ approval.</i></p>					
<b>Asset Allocation</b>	<ul style="list-style-type: none"> <li>• A minimum of 90% of the Fund’s NAV in the Target Fund.</li> <li>• Up to 10% of the Fund’s NAV in cash and/or liquid assets.</li> </ul>					
<b>Principal Risks Associated with the Fund</b>	<ul style="list-style-type: none"> <li>• Risk of passive strategy</li> <li>• Currency risk</li> <li>• Risk of compulsory realisation of the Target Fund</li> <li>• Risk of limitation on realisation of the Target Fund</li> </ul>					

<b>Performance Benchmark</b>	MSCI All Country World Information Technology Index
<b>Targeted Investors</b>	The Fund is suitable for Sophisticated Investors who: <ul style="list-style-type: none"> <li>• seek Long Term capital appreciation on their investments;</li> <li>• have a high risk tolerance; and</li> <li>• are looking for exposure to the technology industry.</li> </ul>
<b>Permitted Investments and Restrictions</b>	Unless otherwise prohibited by the relevant regulatory authorities or any relevant law and provided always that there are no inconsistencies with the objective of the Fund, the Fund is permitted under the Deed to invest in the following: <ol style="list-style-type: none"> <li>1. the Target Fund or a collective investment scheme;</li> <li>2. money market instruments;</li> <li>3. deposits;</li> <li>4. financial derivatives instruments, including but not limited to options, futures contracts, forward contracts and swaps, for hedging purposes; and</li> <li>5. any other investments as may be agreed between the Manager and the Trustee from time to time.</li> </ol>
<b>INFORMATION ON THE TARGET FUND</b>	
<b>Name of Target Fund</b>	T. Rowe Price Funds SICAV – Global Technology Equity Fund
<b>Regulatory Authority</b>	Commission de Surveillance du Secteur Financier
<b>Investment Manager of the Target Fund</b>	T. Rowe Price International Ltd
<b>Sub-Investment Manager of the Target Fund</b>	T. Rowe Price Associates, Inc.
<b>Domicile</b>	Luxembourg
<b>Name of share class</b>	Class S Shares
<b>Date of Inception of the Target Fund</b>	15 June 2015
<b>Trustee of the Target Fund</b>	JP Morgan Bank Luxembourg S.A.

<b>FEES AND CHARGES RELATED TO THE FUND</b>		
<i>This table describes the fees and charges that you may incur <b>DIRECTLY</b> when you buy or sell Units of the Fund. All the fees and charges below are <b>exclusive</b> of GST unless otherwise stated.</i>		
<b>Sales Charge</b>	Manager	Up to 5.00% of the NAV per Unit of the Class
	Authorized distributors	Up to 5.00% of the NAV per Unit of the Class
	Note: <i>Investors should note that sales charge levied may vary when you purchase Units from different authorized distributors or the Manager, subject to the maximum sales charge disclosed herein. The difference in sales charge imposed is based on the different levels of services provided and/or the size of the investment undertaken. Nevertheless, the Manager may at its absolute discretion waive and/or reduce the sales charge.</i>	
<b>Exit penalty</b>	Up to 1.00% of the NAV per Unit of the Class if redemption request is made within six (6) months from the launch date of the Fund. Exit penalty is not subjected to GST.	
<b>Switching Fee</b>	A switching fee of up to 1.00% of the NAV per Unit of the Class switched out will be imposed, subject to the Manager's discretion.	
<b>Transfer Fee</b>	Not applicable.	
<b>Other Charges</b>	There are no other charges (except charges levied by the banks on remittance of money) payable directly by Unit Holders when purchasing or redeeming Units of the Fund.	
<i>This table describes the fees, charges and expenses that you may incur <b>INDIRECTLY</b> when you invest in the Fund. All the fees and charges below are <b>exclusive</b> GST unless otherwise stated.</i>		
<b>Annual Management Fee</b>	Up to 1.80% per annum of the NAV of the Class, calculated and accrued on a daily basis.  Note: <i>The Manager may in its own discretion, from time to time, charge an annual management fee that is lower than that stated above.</i>	
<b>Annual Trustee Fee</b>	Up to 0.06% per annum of the NAV of the Fund, subject to a minimum of RM15,000 per annum (excluding foreign sub-custodian fees and charges, where applicable).  Please refer to Section 4.1 for details of GST calculation.	
<b>Other Expenses</b>	Only fees and expenses that are directly related and necessary in operating and administering the Fund may be charged to the Fund in accordance with the Deed. These include the following: <ul style="list-style-type: none"> <li>• audit fees;</li> <li>• commission or fees paid to brokers;</li> <li>• foreign custodian fees and charges;</li> <li>• tax adviser's fee;</li> <li>• taxes and other duties imposed by the government and/or other authorities;</li> <li>• valuation fees incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;</li> </ul>	

	<ul style="list-style-type: none"> <li>• independent investment committee members fee;</li> <li>• cost for modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;</li> <li>• cost of convening meetings of Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;</li> <li>• bank charges;</li> <li>• printing and postages of annual and quarterly reports;</li> <li>• any tax such as GST and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and</li> <li>• any other expenses allowed under the Deed.</li> </ul>
<b>Rebates and Soft Commission</b>	It is our policy to channel all rebates, if any, received from stockbrokers or dealers to the Fund. However, soft commissions received for goods and services which are of demonstrable benefit to Unit Holders such as fundamental databases, financial wire services, technical analysis software and stock quotation system incidental to investment management of the Fund are retained by us.
<b>FEES AND CHARGES RELATED TO THE TARGET FUND</b>	
<b>Entry Charge</b>	Nil.
<b>Exit Fee</b>	Nil.
<b>Annual Management Fee</b>	Nil.
<b>Operating and Administrative Expenses</b>	<p>Up to 0.10% per annum, and which includes the following fees:</p> <p>a) Custodial fee The fee varies with the amount of assets in custody. The fee range is from 0.0005%-0.017% per annum. Certain other out-of-pocket expenses borne by the custodian may also be charged to the Target Fund.</p> <p>b) Administrative agent fee The fee varies with the SICAV's net assets. The fee range is from 0.01%-0.07% per annum of the SICAV's assets or USD40,000, whichever is higher.</p>

TRANSACTION INFORMATION						
<b>Minimum Initial Investment</b>	<b>AUD hedged Class</b>	<b>GBP hedged Class</b>	<b>MYR Class</b>	<b>MYR hedged Class</b>	<b>SGD hedged Class</b>	<b>USD Class</b>
	AUD 1,000	GBP 1,000	RM 1,000	RM 1,000	SGD 1,000	USD 1,000
	or such other lower amount as the Manager may from time to time decide.					
<b>Minimum Additional Investment</b>	<b>AUD hedged Class</b>	<b>GBP hedged Class</b>	<b>MYR Class</b>	<b>MYR hedged Class</b>	<b>SGD hedged Class</b>	<b>USD Class</b>
	AUD 100	GBP 100	RM 100	RM 100	SGD 100	USD 100
	or such other lower amount as the Manager may from time to time decide.					
<b>Minimum Redemption Amount</b>	1,000 Units or such other number of Units as the Manager may from time to time decide.					
<b>Minimum Holding</b>	1,000 Units or such other number of Units as the Manager may from time to time decide.					
<b>Switching Facility</b>	<p>Switching facility is available for:</p> <ul style="list-style-type: none"> <li>a) switching between Class(es) of the Fund; and</li> <li>b) switching from the Fund to other fund(s) managed by the Manager, provided that the currency denomination is the same and subject to the Manager's discretion.</li> </ul> <p>The minimum switching amount is 1,000 Units and the amount switched must meet the minimum initial investment amount of the intended Class or a particular fund that the Unit Holder intends to switch into. However, if the switching request leaves a Unit Holder with less than 1,000 Units (minimum holdings), the Manager will automatically switch the balance of the Units held in the Unit Holder's account.</p> <p>Also, Unit Holders are to take note that the Manager reserves the right to reject any switching requests if the Manager is of the view that the switching transaction is contrary with the best interest of the Fund or the existing Unit Holders of a particular Class. A copy of the "Other Transactions Form" to perform this transaction can be obtained from the Manager's office and also offices of the authorized distributors.</p> <p>a) <u>Switching between Class(es) of the Fund</u></p> <p>Switching between Class(es) of the Fund is effectively a request to withdraw all or part of your investment in any Class of the Fund ("Switching-Sell") and using the proceeds to purchase Units in any other Class of the Fund ("Switching-Buy"), at the NAV per Unit applicable to Units of the respective Class(es).</p> <p>The Manager will process your Switching-Sell transaction once a complete switching request form is received by the Manager before the cut-off time of 4.00p.m. on any Business Day. Any switching request received by the Manager after the cut-off time of 4.00p.m. on any Business Day will only be processed on the next Business Day.</p> <p>Investors should take note that a Switching-Buy transaction will only be processed by the Manager once the Switching-Sell proceeds are received by the Manager. Under normal circumstances, the Switching-Sell proceeds</p>					

should be received by the Manager within seven (7) Business Days from the date the Manager processes the Switching-Sell transaction.

Thereafter, if the Switching-Sell proceeds are received by the Manager before the cut-off time of 4.00p.m. on any Business Day, the Manager will proceed to process your Switching-Buy transaction on the next Business Day. If the Switching-Sell proceeds are received by the Manager after the cut-off time of 4.00p.m. on any Business Day, the Manager will process your Switching-Buy transaction on the following next Business Day.

b) Switching from the Fund to other fund(s) managed by the Manager

Unit Holders are allowed to switch from the Fund to other fund(s) managed by the Manager provided that the currency denomination is the same.

However, switching transaction is subject to the conditions set out below:

1. A Unit Holder who originally purchased units of a fund with “no sales charge” imposed and intends to switch into any other funds with “no sales charge” imposed, the switch will be based on the net asset value per unit of the fund that he intends to switch into.
2. A Unit Holder who originally purchased units of a fund with “no sales charge” imposed and intends to switch into any other funds with “sales charge” imposed, he will be required to pay the sales charge imposed by the fund that he intends to switch into.
3. If a Unit Holder who originally purchased units of a fund with “sales charge” imposed and decides to switch into any other funds with “HIGHER sales charge” imposed, he will be required to pay the difference of the sales charge (“differential sales charge”) on the amount switched into that fund.
4. A Unit Holder who originally purchased units of a fund with “sales charge” imposed and intends to switch into any other funds with “LOWER sales charge” imposed, the switch will be at the net asset value per unit of the fund that he intends to switch into.

Please refer to the table below for an illustration on how the switching facility works:

SWITCHING FROM	SWITCHING TO		
CURRENT FUND	INTENDED FUND		
Fund with “sales charge”	Fund with NO “sales charge”	Fund with “lower sales charge than the fund switching from”	Fund with “higher sales charge than the fund switching from”
	No sales charge.	No sales charge.	Differential sales charge on the amount switched.
Fund with NO “sales charge”	No sales charge.	Differential sales charge on the amount switched.	

**Transfer Facility**

Transfer facility is not available for the Fund.

**Eligibility to Subscribe**

The Fund is only offered for sale to Sophisticated Investors.

In the event that the Manager becomes aware that a Unit Holder who is not



	eligible to apply for Units is in fact holding Units, the Manager shall be deemed to have received a redemption request in respect of such Units on the Business Day following the day the Manager first became aware of the Unit Holder's ineligibility.
<b>OTHER INFORMATION</b>	
<b>Distribution Policy</b>	Subject to the availability of income, distribution is incidental.  Distribution of income will only be made from realised gains or realised income.
<b>Mode of Distribution</b>	Distribution declared (if any) will be automatically reinvested into the Unit Holders' accounts in the form of additional Units in the Fund at no cost.  The distribution declared will be reinvested based on the NAV per Unit at the end of the Business Day of the income declaration date.
<b>Financial Year End</b>	31 January
<b>Deed</b>	The deed dated 9 October 2017 in respect of the Fund entered into between the Manager and the Trustee.
<b>Goods and Services Tax Act 2014</b>	All fees and charges payable to the Manager and the Trustee are subject to goods and services tax as may be imposed by the government or other authorities from time to time.
<b>Avenue for Advice</b>	If you have any queries or require further information, please contact us at 03-2732 1181. Alternatively, you may contact any of our authorized distributors.

**THERE ARE FEES AND CHARGES INVOLVED AND SOPHISTICATED INVESTORS ARE ADVISED TO CONSIDER THE FEES AND CHARGES BEFORE INVESTING IN THE FUND.**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SOPHISTICATED INVESTORS SHOULD CONSIDER, PLEASE REFER TO THE "RISK FACTORS" SECTION COMMENCING ON PAGE 8.**

## CHAPTER 2: RISK FACTORS

The Manager encourages Unit Holders to give careful consideration to the risks associated when investing in the Fund and, accordingly, to obtain independent financial and taxation advice before investing in the Fund.

### 2.1 GENERAL RISKS OF INVESTING IN THE FUND

*Below are some of the **general risks** which Unit Holders should be aware of when investing in the Fund:*

#### a) Market Risk

Market risk refers to potential losses that may arise from changes in the market conditions which may affect the market prices of the investments of the Fund and hence the NAV of the Fund. Market conditions are generally affected by, amongst others, social environment, political and economic stability.

#### b) Management Risk

The performance of the Fund is affected by the experience, expertise and investment strategy of the Manager. A lack of experience, knowledge and expertise, as well as poor execution of the investment strategy of the Fund may affect the returns of the Fund and may result in a loss of the capital invested.

#### c) Inflation Risk

Inflation risk is a risk of an investor's investment not growing at a rate that keeps pace with the inflation rate, thereby decreasing the investor's purchasing power even though the investment in monetary terms may have increased.

#### d) Non-compliance Risk

Non-adherence with laws, rules, regulations, prescribed practices, internal policies and procedures may adversely affect the Fund's investment when the Manager takes action to rectify the non-compliance. Investment goals may also be affected should the Manager not adhere to the investment mandate (such as the Fund's investment objective and investment policy and strategy). The non-adherence may be the outcome from human error (for instance the oversight of the Manager) or system failure (causing unnecessary downtime). The magnitude of such risk and its impact on the Fund and/or Unit Holders are dependent on the nature and severity of the non-compliance. In order to mitigate this risk, the Manager has stringent internal controls and ensures that compliance monitoring processes are undertaken.

### 2.2 SPECIFIC RISKS RELATED TO THE FUND

*Below are some of the **specific risks** when investing in the Fund:*

#### Risk of Passive Strategy

The Fund adopts a passive strategy of investing a minimum of 90% of its NAV into the Target Fund at all times. This passive strategy would result in the Fund being exposed to the risk of its NAV declining when the Target Fund's NAV declines. All investment decisions on the Target Fund are left with the Target Fund's fund manager.

#### Currency Risk

As the investments of the Fund may be denominated in currencies other than the Base Currency, any fluctuations 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.

Investors 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.

Investors should also note that any gains or losses arising from the fluctuation in exchange rate may further increase or decrease the returns of the investment.

#### For the AUD hedged Class / GBP hedged Class / MYR hedged Class / SGD hedged Class

Investors in the AUD hedged Class / GBP hedged Class / MYR hedged Class / SGD hedged Class are subject to minimal currency risk as the Manager will as much as practicable mitigate this risk by hedging these currencies against the Base Currency of the Fund. Investors should note that by employing this hedging, investors would not be able to enjoy the additional currency gains when USD moves favourably against these currencies. Additional transaction costs of hedging will also be borne by investors in these Class(es) of Units.

#### For MYR Class

Investors in the MYR Class will be exposed to currency risk at the Class level in addition to any currency risks on the investments at the Fund level as the Manager will not hedge the currency exposure of the Class against the Base Currency of the Fund. When MYR moves unfavourably against the USD, the Class may face currency loss which will affect the NAV of the Class, and consequently the NAV per Unit of the Class.

In addition, Sophisticated Investors who intend to invest in the MYR Class should be aware that as there are other hedge Class(es) of Units which will be offered for sales, any unrealized gain or loss on the currency forward for those hedged Class(es) of Units will have an impact on the Fund when calculating the fees and charges of the Fund, and consequently it will affect the NAV of the Class as well as the NAV per Unit of the Class.

#### For USD Class

As the USD Class is denominated in the same currency as the Base Currency of the Fund, hence investors in the USD Class should not be subjected to any currency risk at the Class level. However, Sophisticated Investors who intend to invest in the USD Class should be aware that as there are other hedge Class(es) of Units which will be offered for sales, any unrealized gain or loss on the currency forward for those hedged Class(es) of Units will have an impact on the Fund when calculating the fees and charges of the Fund, and consequently it will affect the NAV of the Class as well as the NAV per Unit of the Class.

#### **Risk of Compulsory Realisation of the Target Fund**

As the Fund will be investing a minimum of 90% of its NAV in the Target Fund, any event of compulsory realisation occurred on the Target Fund will have an impact to the Fund. Investors are advised to understand the compulsory realisation of the Target Fund at *Section 3.6 Compulsory Realisation*.

Under such circumstances, the Manager, in consultation with the Trustee will call for a Unit Holder's meeting to decide on whether to terminate the Fund or replace the Target Fund with a new target fund with similar investment objective.

#### **Risk of Limitation on Realisation of the Target Fund**

As the Fund will hold not more than 10% of the NAV of the Fund in liquid assets, any event of limitation on realisation at the Target Fund will have an impact to the Fund. Sophisticated Investors are advised to understand the limitation on realisation of the Target Fund as set out in *Section 3.7 Limitation on Realisation*.

Under such circumstances, the Manager, in consultation with the Trustee will give a written notice to those Unit Holders who have sent in their redemption requests, where their redemption proceeds may be returned later than the time agreed.

*Note: A replacement of the Target Fund or termination of the Fund would require Unit Holders' approval.*

## 2.3 SPECIFIC RISKS RELATED TO THE TARGET FUND

### Country risk – China

All investments in China are subject to the risks described under “Emerging market risk” set out in the Target Fund’s prospectus dated June 2017. In addition, investments that are purchased or held in connection with a QFII licence or the Stock Connect program may be subject to additional risks, as follows.

#### *QFII Licence*

The Target Fund may invest in local Chinese securities (“China A securities”) using a qualified foreign institutional investor (“QFII”) license. Chinese regulators require that the name of the QFII licence holder be used in connection with assets held on behalf of the Target Fund. The regulators acknowledge that the assets in the Target Fund’s account belong to the Target Fund and not to the Investment Manager of the Target Fund or Sub-Investment Manager of the Target Fund, and the depository has set up a sub-account in the name of each relevant fund (which is allowed under Chinese law). However, should creditors of the QFII assert that the assets in the accounts are owned by the QFII and not the Target Fund, and if a court should uphold this assertion, creditors of the QFII could seek payment from the assets of the Target Fund.

#### *Stock Connect*

The Target Fund may invest in certain Shanghai-listed and Shenzhen-listed securities (“Stock Connect Securities”) through the Shanghai-Hong Kong Stock Connect or the Shenzhen-Hong Kong Stock Connect respectively (“Stock Connect”), a joint securities trading and clearing program designed to permit mutual stock market access between mainland China and Hong Kong. Stock Connect is a joint project of the Hong Kong Exchanges and Clearing Limited (“HKEC”), China Securities Depository and Clearing Corporation Limited (“ChinaClear”), the Shanghai Stock Exchange and the Shenzhen Stock Exchange. Hong Kong Securities Clearing Company Limited (“HKSCC”), a clearing house that in turn is operated by HKEC, acts as nominee for investors accessing Stock Connect Securities.

Risks of investing through Stock Connect include:

- The regulations governing the Stock Connect are untested. It is uncertain how they will be applied, and they could be changed.
- Similar to the situation with securities held under a QFII licence, creditors of the nominee or sub-custodian could assert that the assets in accounts held for the Target Fund are actually assets of the nominee or sub-custodian. If a court should uphold this assertion, creditors of the nominee or sub-custodian could seek payment from the assets of the Target Fund. HKSCC, as nominee, does not guarantee the title to Stock Connect securities held through it and is under no obligation to enforce title or other rights associated with ownership on behalf of beneficial owners (such as the Target Fund). Consequently, title to such securities, or the rights associated with them (such as participation in corporate actions or shareholder meetings), cannot be assured.
- Should the SICAV or Target Fund suffer losses resulting from the performance or insolvency of HKSCC, it is possible that the SICAV would have no direct legal recourse against HKSCC, because it is uncertain whether Chinese law recognizes any direct legal relationship between HKSCC and either the SICAV or the custodian.
- Should ChinaClear default, HKSCC’s contractual liabilities will be limited to assisting participants with claims. The Target Fund’s attempts to recover lost assets could involve considerable delays and expenses, and may not be successful.
- As at June 2017, investors will be able to trade up to Renminbi (“RMB”) 300 billion of Stock Connect Securities subject to a daily maximum of RMB13 billion. Buy orders and sell orders offset each other for the purposes of the quota. If either the daily or aggregate quota is exceeded, further buy orders will be rejected, either until the next trading day (in case of the daily quota) or until the next trading day when sufficient aggregate quota is available. These quotas are not particular to either the Target Fund or the Investment Manager of the Target Fund, they apply to all market participants generally. If the Investment Manager of the Target Fund is unable to purchase additional Stock Connect Securities, it may affect the implementation of the Target Fund’s investment strategy.
- A stock may become ineligible for trading via Stock Connect. This may affect the investment portfolio or strategies of the Target Fund.

- The relevant rules and regulations on the Stock Connect are subject to change which may have potential retrospective effect. The Stock Connect is subject to quota limitations. Where a suspension in the trading through the programme is effected, the Target Fund's ability to invest in China A-shares or access the PRC market through the programme will be adversely affected. In such event, the Target Fund's ability to achieve its investment objective could be negatively affected.

### **Country risk – Russia and Ukraine**

In these countries, risks associated with custody and counterparties are higher than in developed countries. Russian custodial institutions observe their own rules, have significantly less responsibilities to investors, may be poorly regulated, or may otherwise be susceptible to fraud, negligence or error. The Russian securities market may also suffer from impaired efficiency and liquidity, which may worsen price volatility and market disruptions.

Direct investment in Russian securities that are not traded through the Russian Trading System and the Moscow Interbank Currency Exchange is limited to 10% of Target Fund assets. However, as the Russian Trading System and the Moscow Interbank Currency Exchange are recognized as regulated markets, securities that are listed or traded on those markets are not subject to that 10% limit. This does not mean these securities are free from the risks mentioned in the previous paragraph, or from a generally higher degree of risk than, for example, comparable European or US securities. Russia and Ukraine also can be subject to strong or sudden political risks, such as sanctions or military actions.

### **Equity risk**

In general, equities involve higher risks than bonds or money market instruments. Equities can lose value rapidly, and can remain at low prices indefinitely. Equities of rapidly growing companies can be highly sensitive to bad news, because much of their value is based on high expectations for the future. Equities of companies that appear to be priced below their true value may continue to be undervalued. If a company goes through bankruptcy or a similar financial restructuring, its equities may lose most or all of their value.

### **Geographic concentration risk**

To the extent that the Target Fund invests a large portion of its assets in a particular geographic area, its performance will be more strongly affected by any social, political, economic, environmental or market conditions within that area. This can mean higher volatility and risk of loss as compared to a fund that invests more broadly.

### **Hedging risk**

The Target Fund's attempts to reduce or eliminate certain risks may not work as intended. To the extent that the Target Fund takes measures that are designed to offset specific risks (such as seeking to eliminate currency risks in a share class that is denominated in a different currency than the Target Fund's portfolio), these measures may work imperfectly, may not be feasible at times, or may fail completely. Hedging involves costs, which reduce investment performance. To the extent that a hedge is successful, it generally eliminates opportunities for gain as well as risks of loss.

### **Investment fund risk**

As with any investment fund, investing in the Target Fund involves certain risks an investor would not face if investing in markets directly:

- the actions of other investors, in particular sudden large outflows of cash, could interfere with orderly management of the Target Fund and cause the Target Fund's NAV to fall
- the investor cannot direct or influence how money is invested while it is in the Target Fund
- the Target Fund's buying and selling of investments may not be optimal for the tax efficiency of any given investor
- the Target Fund is subject to various investment laws and regulations that limit the use of certain securities and investment techniques that might improve performance; to the extent that the Target Fund decides to register in jurisdictions that impose narrower limits, this decision could further limit the Target Fund's investment activities
- because the Target Fund is based in Luxembourg, any protections that would have been provided by other regulators (including, for investors outside Luxembourg, those of their home regulator) may not apply

- because the Target Fund shares are not publicly traded, the only option for liquidation of shares is generally redemption, which could be subject to delays and any other redemption policies set by the Target Fund

### **Issuer concentration risk**

To the extent that the Target Fund invests a large portion of its assets in securities from a relatively small number of issuers, its performance will be more strongly affected by any business, industry, economic, financial or market conditions affecting those issuers. This can mean higher volatility and risk of loss as compared to a fund that invests more broadly.

### **Management risk**

The Investment Manager of the Target Fund or its designees may at times find their obligations to the Target Fund to be in conflict with their obligations to other investment portfolios they manage (although in such cases, all portfolios will be dealt with equitably).

### **Market risk**

Prices of many securities change daily, and can fall based on a wide variety of factors. Examples of these factors include:

- political and economic news
- government policy
- changes in technology and business practices
- changes in demographics, cultures and populations
- natural or human-caused disasters
- weather and climate patterns
- scientific or investigative discoveries
- costs and availability of energy, commodities and natural resources

The effects of market risk can be immediate or gradual, short-term or long-term, narrow or broad.

### **Operational risk**

The Target Fund may be subject to errors affecting valuation, pricing, accounting, tax reporting, financial reporting, and trading, among other things. In addition, in any market, but especially in emerging markets, there could be losses due to fraud, corruption, political or military actions, the seizure of assets, or other irregular events.

### **Sector concentration risk**

To the extent that the Target Fund invests a large portion of its assets in a particular economic sector (or, for bond funds, a particular market segment), its performance will be more strongly affected by any business, industry, economic, financial or market conditions affecting that sector or segment of the fixed income market. This can mean higher volatility and risk of loss as compared to a fund that invests more broadly.

### **Small and mid-cap stock risk**

Stocks of small and mid-size companies can be more volatile than stocks of larger companies. Small and mid-size companies often have fewer financial resources, shorter operating histories, and less diverse business lines, and as a result can be at greater risk of long-term or permanent business setbacks. Initial public offerings can be highly volatile and can be hard to evaluate because of a lack of trading history and relative lack of public information.

### **Style risk**

Different investment styles typically go in and out of favour depending on market conditions and investor sentiment. At any given time, for instance, a growth-style portfolio may underperform a value-style portfolio, or vice-versa, and either may at any time underperform the market as a whole.

## **2.4 RISK MITIGATION**

The risk management strategies and techniques employed will be at the Target Fund level, where the Investment Manager of the Target Fund combines financial techniques and instruments to manage the overall risk of the Target Fund's portfolio includes diversification in terms of its exposure to various industries and sectors.

In addition, the Manager may take temporary defensive positions that may be inconsistent with the Fund's investment strategy in response to adverse economic, political or market conditions. In such circumstances, the Fund may hold up to 100% of its assets in liquid assets as a defensive strategy. The Fund will also be monitored daily to ensure compliance with the permitted investments and restrictions.

**THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH POTENTIAL SOPHISTICATED INVESTORS SHOULD CONSIDER BEFORE INVESTING INTO THE FUND. POTENTIAL SOPHISTICATED INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME.**

**YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF AN INVESTMENT. YOU SHOULD READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.**

## **CHAPTER 3: THE INFORMATION ON T. ROWE PRICE FUNDS SICAV – GLOBAL TECHNOLOGY EQUITY FUND (“TARGET FUND”)**

### **3.1 ABOUT THE INVESTMENT MANAGER OF THE TARGET FUND**

The Fund invests all or substantially all of its assets into Class S shares of the Target Fund. Details of the Management Company, Investment Manager and Sub-Investment Manager of the Target Fund are set out below:

#### **Management Company of the Target Fund**

The management company of the Target Fund is T. Rowe Price (Luxembourg) Management S.à r.l., which is domiciled in Luxembourg and has been managing collective investment schemes and/or discretionary funds in Luxembourg since 5 April 1990. The Management Company of the Target Fund is licensed and regulated by the CSSF.

#### **Investment Manager of the Target Fund**

The Management Company of the Target Fund has appointed the Investment Manager of the Target Fund, T. Rowe Price International Ltd, to handle the day-to-day management of assets of the Target Fund. The Investment Manager of the Target Fund is domiciled in the United Kingdom and has been managing collective investment schemes and/or discretionary funds in the United Kingdom since 23 March 2000. The Investment Manager of the Target Fund is regulated by the Financial Conduct Authority of the United Kingdom.

#### **Sub-Investment Manager of the Target Fund**

The Investment Manager of the Target Fund has delegated some or all of its investment management and advisory duties in respect of the Target Fund to the Sub-Investment Manager of the Target Fund, T. Rowe Price Associates, Inc.. The Sub-Investment Manager of the Target Fund is domiciled in the United States of America and has been managing collective investment schemes and/or discretionary funds in the United States of America since 1 February 1947. The Sub-Investment Manager of the Target Fund is regulated by the Securities and Exchange Commission of the United States of America.

### **3.2 ABOUT THE TARGET FUND**

The Target Fund is a sub-fund of the SICAV.

#### **Investment Objective**

The Target Fund aims to increase the value of its shares, over the long term, through growth in the value of its investments.

#### **Investment Focus and Approach**

The Target Fund invests mainly in a diversified portfolio of stocks of technology development or utilization companies, with a focus on leading global technology companies. The companies may be anywhere in the world, including emerging markets.

Specifically, the Target Fund invests at least two-thirds of total assets in equity and equity-related securities of technology-focused companies, such as common stocks, preferred stocks, warrants, American depository receipts, European depository receipts and global depository receipts .

The Target Fund does not invest more than one-third of its assets in debt and money market securities.

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

The Investment Manager of the Target Fund's investment approach is to:



- Utilise a proprietary global research platform in the analysis of companies, sectors and industry trends.
- Invest primarily in medium- to large-sized companies with strong and/or increasing market share and product pipelines that appear to be strategically poised for long-term growth.
- Seek to avoid investing in overvalued stocks by purchasing companies with strong business models and ensuring that multiples are reasonable relative to a company's history, its peers, and the market.

### 3.3 GENERAL AUTHORISED INVESTMENTS AND GUIDELINES

Detailed below are excerpts of the general investment policies and restrictions applicable to the Target Fund as set out in the Target Fund's prospectus dated June 2017, which may be amended from time to time.

This section describes the assets in which the Target Fund may invest, the permitted types of transactions and investment techniques, and the limits and restrictions that the Target Fund must follow. The Target Fund may set limits that are more restrictive in one way or another, based on the investment objectives and strategy. In the case of any detected violation, the Target Fund must make compliance with the relevant policies a priority in its securities trades and management decisions, taking due account of the interests of its shareholders. Except where noted, all percentages and restrictions apply to the Target Fund.

#### Permitted Securities and Transactions

The Target Fund's usage of a security or transaction must be consistent with its investment policies and restrictions and must comply with the Luxembourg law of December 17, 2010 on undertakings for collective investment ("2010 law") and other applicable European Union ("EU") and Luxembourg laws, regulations, circulars, technical standards, etc. In addition, the Target Fund may be subject to various requirements imposed by regulators in non-EU jurisdictions where the Target Fund invests or is marketed. The Target Fund does not need to comply with investment limits when exercising subscription rights attached to securities it owns provided any violations are corrected. The Target Fund cannot acquire assets that come with unlimited liability attached, and the Target Fund cannot underwrite securities of other issuers.

Security / Transaction	Requirements
1. Transferable securities and money market instruments	<p>Must be listed or dealt on an official stock exchange in an eligible state, or must trade in a regulated market in an eligible state that operates regularly and is recognized and open to the public.</p> <p>Recently issued securities must pledge to seek a listing on a stock exchange or regulated market in an eligible state and must receive it within 12 months of issue.</p>
2. Money market instruments that do not meet the requirements in row 1.	<p>Must be subject (either at the securities level or the issuer level) to investor protection and savings regulation and also must meet one of the following criteria:</p> <ul style="list-style-type: none"> <li>▪ issued or guaranteed by a central, regional or local authority or a central bank of a EU member, the European Central Bank, the European Investment Bank, the EU, an international authority to which at least one EU nation belongs, a sovereign nation, or in the case of a federation, a federal state</li> <li>▪ issued by an issuer or undertaking whose securities qualify under row 1. above</li> <li>▪ issued or guaranteed by an issuer that is subject to EU prudential supervision rules or to other prudential rules the CSSF accepts as equivalent</li> </ul> <p>Can also qualify if issuer belongs to a category recognized by the CSSF, is subject to investor protections that are equivalent to those described directly above, and meets one of the following criteria:</p>

	<ul style="list-style-type: none"> <li>▪ issued by a company with at least Euro 10 million in capital and reserves that publishes annual accounts consistent with fourth Directive 78/660/EEC</li> <li>▪ issued by an entity dedicated to financing a group of companies at least one of which is publicly listed</li> <li>▪ issued by an entity dedicated to financing securitisation vehicles that benefit from a banking liquidity line</li> </ul>
3. Shares of UCITS or UCIs that are not linked to the SICAV <sup>1</sup>	<p>Must be authorized by an EU member or by a state that the CSSF considers to have equivalent laws and adequate cooperation between authorities.</p> <p>Must issue annual and semi-annual financial reports.</p> <p>Must be limited by constitutional documents to investing no more than 10% of assets in other UCITS or UCIs.</p> <p>Must be subject either to EU regulatory supervision and investor protections for a UCITS or to equivalent of those outside the EU (especially regarding asset segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments).</p>
4. Shares of UCITS or UCIs that are linked to the SICAV <sup>1</sup>	<p>Must meet all requirements in row 3..</p> <p>The UCITS/UCI cannot charge the Target Fund fees for buying or redeeming shares.</p> <p>The prospectus of the Target Fund with substantial investments in other UCITS/UCIs must state maximum management fees for the Target Fund itself and for UCITS/UCIs it intends to hold.</p> <p>If the UCITS/UCI management fee is lower than the Target Fund's management fee, the Target Fund can charge the difference between the two management fees on assets invested in the UCITS/UCI. Otherwise, the Target Fund must waive its management fee on assets invested in the UCITS/UCI.</p>
5. Shares of other funds of the SICAV ("SICAV Sub-Funds")	<p>Must meet all requirements in rows 3. and 4..</p> <p>The SICAV Sub-Fund cannot invest, in turn, in the Target Fund (reciprocal ownership).</p> <p>At the time of investment, the SICAV Sub-Fund must not have more than 10% of its assets in any other fund.</p> <p>The Target Fund surrenders all voting rights in shares it acquires.</p> <p>The shares do not count as assets of the Target Fund for purposes of minimum asset thresholds.</p> <p>Adhering to these requirements exempts the SICAV from the requirements of the Law of 10 August 1915.</p>
6. Real estate, precious metals and commodities	<p>Investment exposure is allowed only through transferable securities, derivatives, or other allowable types of investments.</p>

<sup>1</sup> A UCITS/UCI is considered to be linked to the SICAV if both are managed or controlled by the same or affiliated management companies, or if the SICAV directly or indirectly holds more than 10% of capital or voting rights of the UCITS/UCI.

	<p>The SICAV may directly purchase real estate or other tangible property that is directly necessary to its business.</p> <p>Ownership of precious metals or commodities, directly or through certificates, is prohibited.</p>
7. Credit institution deposits	<p>Must be able to be withdrawn on demand and must not have a maturity longer than 12 months.</p> <p>Institutions either must be located in a EU Member State or, if not, subject to EU prudential rules or to other prudential rules the CSSF accepts as equivalent.</p>
8. Ancillary liquid assets	<p>No stated requirements.</p> <p>As a practical matter, the Target Fund may hold up to (but not including) 50% of assets in cash or other liquid assets.</p>
9. Derivatives and equivalent cash-settled instruments	<p>Underlying investments must be those described in rows 1., 2., 3., 4. and 7., underlying indices, interest rates, forex rates or currencies that are within scope for the Target Fund's non-derivative investments.</p> <p>Total exposure cannot exceed 100% of the Target Fund assets.</p> <p>When used for efficient portfolio management, see row 12. below.</p> <p>Over-the-counter ("OTC") derivatives (those that do not trade on an eligible market for transferable securities) must meet all of the following criteria:</p> <ul style="list-style-type: none"> <li>▪ be in categories approved by the CSSF</li> <li>▪ have reliable daily valuations that are accurate and independent</li> <li>▪ be able to be sold, liquidated or otherwise closed at fair value at any time</li> <li>▪ be with counterparties that are subject to prudential supervision</li> </ul>
10. Transferable securities and money market instruments that do not meet the requirements in rows 1., 2., 3., 7., 8. and 9.	<p>Limited to 10% of the Target Fund assets.</p> <p>Investments traded on Russian markets other than the Russian Trading Stock Exchange or the Moscow Interbank Currency Exchange are considered to fall within this category.</p>
11. Securities lending, sales with right of repurchase, repurchase agreements, reverse repurchase agreements	<p>The volume of transactions must not interfere with the Target Fund's pursuit of its investment policy or its ability to meet redemptions.</p> <p>The cash collateral from the transactions must be invested in high-quality, short term investments.</p> <p>Lending or guaranteeing loans to third parties for any other purposes is prohibited.</p>
12. Techniques and instruments for efficient portfolio management	<p>Must relate to transferable securities or money market instruments.</p> <p>This category includes derivatives.</p>
13. Borrowing	<p>Except for the use of back-to-back loans used for acquiring foreign currencies, all loans must be temporary and are limited to 10% of the Target Fund's net assets.</p>

14. Uncovered short sales	Uncovered short exposure is allowed only through derivatives. Direct uncovered short sales are prohibited.
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### Limits to Promote Diversification

To help ensure diversification, the Target Fund cannot invest more than a certain amount of its assets in one issuer or one category of securities. For purposes of this table and the next, companies that share consolidated accounts are considered a single body.

Category of securities		Maximum investment, as a % of the Target Fund assets:		
		In any one issuer or body	In aggregate	Other
A.	Transferable securities and money market instruments issued or guaranteed by an EU member, a public local authority within the EU, an international body to which at least one EU member belongs, a non-EU nation.	35%		
B.	Bonds subject to certain legally defined investor protections* and issued by a credit institution domiciled in the EU	25%		80% in bonds from all issuers or bodies in whose bonds a fund has invested more than 5% of assets.
C.	Any transferable securities and money market instruments other than those described in rows A. and B. above	10%		20% in all companies within a single body. 40%, in aggregate, in all issuers or bodies in which a fund has invested more than 5% of its assets.
D.	Credit institution deposits	20%		
E.	OTC derivatives with a counterparty that is a credit institution as defined in row 7. in the table above	10% exposure		
F.	OTC derivatives with any other counterparty	5% exposure		
G.	Units of UCITS or UCIs as defined in rows 3. and 4. in the table above	With no specific statement of policy, 10%; with a statement, 20%	By law, 30% in non-UCITS and 100% in UCITS, but SICAV imposes its own limit of 10% on both (unless otherwise specified in the Target Fund's investment policy)	UCI compartments whose assets are segregated are each considered a separate UCI.  Assets held by the UCITS/UCIs do not count for purposes of complying with rows A.-F. of this table.

\* Bonds must invest the proceeds from their offerings to maintain full liability coverage and to give priority to bond investor repayment in case of issuer bankruptcy.

### “Six Issue” rule

The Target Fund may invest in as few as six issues if it is investing in accordance with the principle of risk spreading and meets both of the following criteria:

- i) the issues are transferable securities or money market instruments issued or guaranteed by an EU member, a public local authority within the EU, another Organisation for Economic Co-operation and Development member or an international body to which at least one EU member belongs
- ii) the Target Fund invests no more than 30% in any one issue

### Limits to Prevent Concentration of Ownership

These limits, which apply on the Target Fund level, with the exception of the first limit below which applies at the SICAV level, are intended to prevent the SICAV from the risks that could arise for it and the issuer if the SICAV were to own a significant percentage of a given security or issuer.

Category of securities	Maximum ownership, as a % of the total value of the securities issue		
Securities carrying voting rights	Less than would allow the SICAV significant management influence.		
Non-voting securities of any one issuer	10%		
Debt securities of any one issuer	10%	These limits can be disregarded at purchase if not calculable at that time.	These rules do not apply to: <ul style="list-style-type: none"> <li>▪ units of the master fund</li> <li>▪ shares of non-EU funds that represent the only way a fund can invest in the non-EU fund's home country and that comply with articles 43, 46 and 48 (1) and (2) of the 2010 Law</li> </ul>
Money market securities of any one issuer	10%		
Shares of any one UCITS or UCI (per Article 2 (2) of the 2010 law)	25%		

### 3.4 FEES CHARGED BY THE TARGET FUND

<b>Entry Charge</b>	Nil.
<b>Exit Fee</b>	Nil.
<b>Annual Management Fee</b>	Nil.
<b>Operating and Administrative Expenses</b>	Up to 0.10% per annum, and which includes the following fees: <ul style="list-style-type: none"> <li>a) Custodial fee The fee varies with the amount of assets in custody. The fee range is from 0.0005%-0.017% per annum. Certain other out-of-pocket expenses borne by the custodian may also be charged to the Target Fund.</li> <li>b) Administrative agent fee The fee varies with the SICAV's net assets. The fee range is from 0.01%-0.07% per annum of the SICAV's assets or USD40,000, whichever is higher.</li> </ul>

**Note: Prospective investors should take note that although the Target Fund has waived the entry charge, however, there are certain fees and expenses which will be charged by the Target Fund as mentioned above and investors will hence be subjected to higher fees and expenses indirectly.**

### 3.5 TEMPORARY SUSPENSION OR SUSPENSION OF DEALING

Detailed below are excerpts of the suspension of dealings applicable to the Target Fund as set out in the Target Fund's prospectus dated June 2017, which may be amended from time to time. For better understanding on the consequences of temporary suspension or suspension of dealing to the Fund, investors may also refer to *Section 4.7 Temporary Suspension of Determination of NAV and of the Issue, Switching and Redemption of Units*.

3.5.1 The SICAV reserves the right to temporarily suspend the calculation of NAVs and/or transactions in the Target Fund's shares when any of the following is true:

- the principal stock exchanges or markets associated with a substantial portion of the Target Fund's investments are closed during a time when they normally would be open, or their trading is restricted or suspended
- one or more other funds in which the Target Fund has invested material assets has suspended its NAV calculations or share transactions
- a disruption of communication systems or other emergency has made it impractical to reliably value or to trade the Target Fund assets
- notice has been given of a shareholder meeting at which it will be decided whether or not to liquidate the Target Fund or the SICAV
- the CSSF has approved the suspension
- any other circumstance exists that would justify the suspension for the protection of shareholders

A suspension could apply to any type of request (buy, switch, redeem). The SICAV can also refuse to accept requests to buy shares. The SICAV will not refuse requests to switch or redeem shares, but these requests may be held and placed in line for processing on the next business day.

The Fund will be notified within 7 days if there has been a delay in processing orders at the Target Fund due to a suspension.

### **3.6 COMPULSORY REALISATIONS**

The SICAV reserves the right to do any of the following at any time:

- Redeem the Fund's shares and send the Fund the proceeds if the Fund's balance is drawn down below any stated minimum value. The SICAV will give the Fund 30 calendar days' notice before doing so, to allow the Fund time to buy more shares, switch to another class or redeem the shares. (If a balance falls below the minimum because of fund performance, the SICAV will not close the account.) If the proceeds are worth more than USD20, the SICAV will send them to the registered shareholder(s), and close the account. If they are worth less than USD20, they will be returned to the Target Fund for the benefit of its shareholders.
- Redeem the Fund's shares and send the Fund the proceeds or switch the Fund's holding to another class if the Fund no longer meets the qualifying criteria for the share class the Fund holds. The SICAV will give the Fund 30 calendar days' notice before doing so, to allow the Fund time to switch to another class or redeem the shares.
- Compel an ineligible shareholder to relinquish ownership of the Target Fund shares. If the SICAV's board of directors becomes aware that shares are owned by an ineligible owner (such as a US investor), are being held in violation of any law or regulation, or the circumstances of ownership may have adverse effects for the SICAV or shareholders, the SICAV's board of directors will either void the acquiring transaction, require a new transfer to an eligible owner, or liquidate the shares. The SICAV will not be held liable for any gain or loss associated with such actions.

### **3.7 LIMITATION ON REALISATION**

The SICAV may limit how many shares are redeemed on a single business day. On any business day, the Target Fund will not be obligated to process redemptions that, in total, are equal to more than 10% of its net assets. Redemption orders in excess of the 10% limit may be delayed for processing at the next business day in priority to later redemptions received by the SICAV. The Target Fund will only limit redemptions when necessary to prevent liquidity constraints that would be detrimental to remaining shareholders.

## CHAPTER 4: TRANSACTION INFORMATION

### 4.1 COMPUTATION OF NAV AND NAV PER UNIT

The NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at the valuation point.

Sophisticated Investors should note that the NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at a particular valuation point.

The NAV per Unit of a Class of Units is the NAV of the Fund attributable to a Class of Units divided by the number of Units in circulation for that particular Class of Units, at the same valuation point.

The valuation of the Fund will be carried out in the Base Currency. Accordingly, all assets that are not denominated in USD will be translated to USD for valuation purposes. The foreign exchange rate used for this purpose shall be the bid foreign exchange rate quoted by Reuters or other reputable information service providers at 4.00 p.m. United Kingdom time as at the valuation point of the Fund or such rate or method as may be prescribed under the relevant laws from time to time.

Due to multiple Classes of Units in the Fund, the income, expenses, indirect fees and/or charges for the Fund are apportioned based on the value of the Class of Units of the Fund (quoted in the Base Currency) relative to the value of the whole Fund (also quoted in the Base Currency), which is shown as multi-class ratio.

Please refer to the illustration below for better clarity.

#### ***An illustration of computation of NAV and the NAV per Unit for a particular day:-***

	Fund	AUD hedged Class	GBP hedged Class	MYR Class	MYR hedged Class	SGD hedged Class	USD Class
Units in circulation	230,000,000	15,000,000	20,000,000	80,000,000	80,000,000	20,000,000	15,000,000
Opening NAV in USD	107,000,000	12,000,000	25,000,000	20,000,000	20,000,000	15,000,000	15,000,000
Multi-class ratio	100	11.22	23.36	18.69	18.69	14.02	14.02
Add Income for the day	18,000	1,600	2,600	3,000	6,400	2,400	2,000

Less	Expenses for the day	(18,000)	(1,600)	(2,600)	(3,000)	(6,400)	(2,400)	(2,000)
Add	Currency forward gain/loss*	50,000	50,000	(10,000)	-	30,000	(20,000)	-
	NAV before deducting management fee and trustee fee for the day	107,050,000	12,050,000	24,990,000	20,000,000	20,030,000	14,980,000	15,000,000
Less	Management fee for the day at 1.80% per annum	(5,279)	(594)	(1,232)	(986)	(988)	(739)	(740)
	6% GST on management fee	(317)	(36)	(74)	(59)	(59)	(44)	(44)
	Trustee fee for the day at 0.06% per annum	(17)	(20)	(41)	(33)	(33)	(25)	(25)
	6% GST on trustee fee	(11)	(1)	(2)	(2)	(2)	(2)	(2)
	<b>NAV</b>	107,044,218	12,049,349	24,988,650	19,998,920	20,028,918	14,979,191	14,999,190
	<b><u>NAV per Unit of the AUD hedged Class</u></b>							
	NAV of the Fund attributable to the AUD hedged Class in USD		12,049,349					
Divide	Units in circulation		15,000,000					



	NAV per Unit of AUD hedged Class in USD (rounded to 4 decimal places)	<u>USD0.8033</u>					
Divide	Exchange rate (assume 1 AUD = 0.80 USD)	0.80					
	NAV per Unit of AUD hedged Class (rounded to 4 decimal places)	<u>AUD1.0041</u>					
	<b><u>NAV per Unit of the GBP hedged Class</u></b>						
	NAV of the Fund attributable to the GBP hedged Class in USD		24,988,650				
Divide	Units in circulation		20,000,000				
	NAV per Unit of GBP hedged Class in USD (rounded to 4 decimal places)		<u>USD1.2494</u>				
Divide	Exchange rate (assume 1 GBP = 1.25 USD)		1.25				
	NAV per Unit of GBP hedged Class (rounded to 4 decimal places)		<u>GBP0.9995</u>				

	<b><u>NAV per Unit of the MYR Class</u></b>						
	NAV of the Fund attributable to the MYR Class in USD				19,998,920		
Divide	Units in circulation				80,000,000		
	NAV per Unit of MYR Class in USD (rounded to 4 decimal places)				<u>USD0.2500</u>		
Divide	Exchange rate (assume 1 MYR = 0.25 USD)				0.25		
	NAV per Unit of MYR Class (rounded to 4 decimal places)				<b><u>RM1.0000</u></b>		
	<b><u>NAV per Unit of the MYR hedged Class</u></b>						
	NAV of the Fund attributable to the MYR hedged Class in USD					20,028,918	
Divide	Units in circulation					80,000,000	
	NAV per Unit of MYR hedged Class in USD (rounded to 4 decimal places)					<u>USD0.2504</u>	

Divide	Exchange rate (assume 1 MYR = 0.25 USD)					0.25	
	NAV per Unit of MYR hedged Class (rounded to 4 decimal places)					<b><u>RM1.0016</u></b>	
	<b><u>NAV per Unit of the SGD hedged Class</u></b>						
	NAV of the Fund attributable to the SGD hedged Class in USD						14,979,191
Divide	Units in circulation						20,000,000
	NAV per Unit of SGD hedged Class in USD (rounded to 4 decimal places)						<u>USD0.7490</u>
Divide	Exchange rate (assume 1 SGD = 0.75 USD)						0.75
	NAV per Unit of SGD hedged Class (rounded to 4 decimal places)						<b><u>SGD0.9986</u></b>
	<b><u>NAV per Unit of the USD Class</u></b>						
	NAV of the Fund attributable to the						14,999,190

Divide	USD Class							
	Units in circulation							15,000,000
	NAV per Unit of USD Class (rounded to 4 decimal places)							<b><u>USD1.0000</u></b>

*\*Please note that any unrealized gain or loss on the currency forward for AUD hedged Class, GBP hedged Class, MYR hedged Class and SGD hedged Class will have an impact on the Fund when calculating the fees and charges of the Fund.*

*Please note that the calculation set out above is for illustration purposes only.*

## 4.2 PRICING OF UNITS

The Manager adopts a single pricing policy which means that the selling price and redemption price of Units will be quoted based on a single price, i.e., the NAV per Unit. The NAV per Unit is calculated at the next valuation point on a forward pricing basis.

### Policy on rounding adjustment

In calculating a Unit Holder's investments, the NAV per Unit of the Fund will be rounded up to four decimal places.

Units allocated to a Unit Holder will be rounded up to two decimal places.

## 4.3 SALE OF UNITS

Class(es) of Units	AUD hedged Class	GBP hedged Class	MYR Class	MYR hedged Class	SGD hedged Class	USD Class
Minimum Initial Investment	AUD 1,000	GBP 1,000	RM 1,000	RM 1,000	SGD 1,000	USD 1,000
	or such other amount as the Manager may from time to time accept.					
Minimum Additional Investment	AUD 100	GBP 100	RM 100	RM 100	SGD 100	USD 100
	or such other amount as the Manager may from time to time accept.					

The Fund is open for subscription on each Business Day.

Application for Units must be received by the Manager before the cut-off time of 4.00p.m. on any Business Day. Any application received after 4.00p.m. on any Business Day will be taken as an application made on the next Business Day.

Sophisticated Investors are required to complete application forms, which are available at:

- (a) the head office of the Manager; or
- (b) authorized distributors of the Manager throughout Malaysia.

For the convenience of applicants, all authorized distributors are authorized to accept the application forms accompanied by the necessary remittance for onward transmission to the Manager.

***Note: The Manager reserves the right to accept or reject any application in whole or part thereof without assigning any reason.***

All applicants intending to invest in a Class other than MYR Class and MYR hedged Class are required to have a foreign currency account with any financial institutions as all transactions relating to the particular foreign currency will ONLY be made via telegraphic transfers.

**INVESTORS ARE ADVISED NOT TO MAKE ANY PAYMENTS IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS OF A FUND.**

**PLEASE BE ADVISED THAT IF THE SOPHISTICATED INVESTOR INVESTS IN UNITS THROUGH AN IUTA WHICH ADOPTS THE NOMINEE SYSTEM OF OWNERSHIP, THE SOPHISTICATED INVESTOR WOULD NOT BE CONSIDERED TO BE A UNIT HOLDER UNDER THE DEED AS THE SOPHISTICATED INVESTOR'S NAME WILL NOT APPEAR IN THE REGISTER OF UNIT HOLDERS. THE SOPHISTICATED INVESTOR MAY CONSEQUENTLY NOT HAVE ALL THE RIGHTS ORDINARILY EXERCISABLE BY A UNIT HOLDER (FOR EXAMPLE, THE RIGHT TO CALL FOR A UNIT HOLDERS' MEETING AND TO VOTE THEREAT).**

## **Unitholdings in Different Classes**

Investors should note that there are differences when purchasing Units of a Class other than USD Class in the Fund, i.e. AUD hedged Class, GBP hedged Class, MYR Class, MYR hedged Class and SGD hedged Class.

For illustration purposes, assume the exchange rate of USD and RM is 3.00, and you have USD10,000 to invest. The USD Class is priced at USD1.0000, while the MYR hedged Class is priced at RM1.0000. By purchasing Units in the MYR hedged Class, you will receive more Units for every USD invested in the Fund, i.e. 30,000 Units, compared to purchasing Units in USD Class, i.e. 10,000 Units.

Upon a poll every Unit Holders present in person or by proxy shall be proportionate to the value of Unit 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 or wind up the Fund, a special resolution may only be passed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by Unit Holders voting at the meeting, and not based on number of Units held.

## **4.4 REDEMPTION OF UNITS**

Unit Holders may redeem their investments in the Fund on any Business Day by completing the prescribed redemption request form or such other manner as the Manager may accept and returning it to the Manager on any Business Day; the redemption request form is available at the head office of the Manager and also offices of the authorized distributors. There is no restriction on the number of times a Unit Holder can redeem.

Units redeemed before the cut-off time of 4.00p.m. on any Business Day will be redeemed at the NAV per Unit calculated as at the next valuation point after the redemption request was received by the Manager (i.e., on a forward price basis).

Any redemption request received after 4.00p.m. on any Business Day will be taken as a redemption request made on the next Business Day.

The minimum redemption amount is 1,000 Units or such other number of Units as the Manager may from time to time decide.

However, if the redemption request leaves a Unit Holder with less than 1,000 Units (minimum holdings) remaining in his account, the Manager will request the Unit Holder to redeem the remaining Units in the Unit Holder's account.

Redemption proceeds will be paid within fourteen (14) Business Days of the date the Manager receives a complete redemption request form. However, please refer to *Section 3.7 Limitation on Realisation* whereby any event of limitation on realisation occurred on the Target Fund will have an impact to the Fund. Under such circumstances, the Manager, in consultation with the Trustee will give a written notice to those Unit Holders who have sent in their redemption requests, where their redemption proceeds may be returned later than the time agreed.

## **4.5 PERIODIC REPORTING TO UNIT HOLDERS**

Unit Holders will receive the following statements and reports:

- Confirmation of investment statements detailing his investment, which will be sent within ten (10) Business Days from the date monies are received by the Manager for investment in the Fund. This confirmation will include details of the Units purchased;
- Monthly statements of account which shows the balance of Unit Holders' investments and all transactions made during the month, distribution details and investment value;

- Quarterly reports and annual reports which will be sent to all Unit Holders within two (2) months from the end of each financial quarter; and
- If distribution is declared by the Fund, Unit Holders will receive a statement of distribution, detailing the nature and amount of distribution by the Fund and a tax statement or voucher for submission to the Inland Revenue Board of Malaysia upon their request.

#### 4.6 BASES OF VALUATION OF THE ASSETS OF THE FUND AND VALUATION FOR THE FUND

##### 4.6.1 BASES OF VALUATION OF THE ASSETS OF THE FUND

Investment Instruments	Valuation Basis
<b>Collective investment schemes</b>	Collective investment schemes which are quoted on an exchange shall be valued based on the last done prices as at the close of the Business Day of the respective markets on the same calendar day.  Investments in unlisted collective investment schemes will be valued based on the last published redemption price.
<b>Financial derivatives</b>	Financial derivatives positions will be marked to market using valuation prices quoted by the financial derivatives' providers at the close of the Business Day of the respective markets on the same calendar day.
<b>Money market instruments</b>	Investments in money market instruments are valued at book cost, meaning cost of acquisition plus accretion of discount on yield to maturity method.
<b>Deposits</b>	For Deposits placed with financial institution, valuation will be performed by reference to the principal value provided by the financial institution that issues or provides such investments including interests accrued thereon for the relevant period, if any.
<b>Foreign exchange rate conversion</b>	Where the value of an asset of the Fund is denominated in foreign currency (if any), the assets are translated to Ringgit Malaysia for a Business Day using the bid foreign exchange rate quoted by Reuters, at United Kingdom time 4.00p.m on the same calendar day.
<b>Any other instruments</b>	Fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditors of the Fund and approved by the Trustee.

##### 4.6.2 VALUATION FOR THE FUND

The Fund must be valued at least once every Business Day. The valuation of the Fund will be carried out in a fair and accurate manner.

As the Fund will invest in a foreign market, the valuation of the Units in respect of a particular Business Day can only be carried out on the following Business Day at the close of business of the foreign market in which the Fund invests in.

**Note:** Valuation point is the particular point in time on a Business Day, as the Manager may decide, at which the NAV of the Fund is calculated.

Unit Holders may contact the Manager directly during business hours to obtain the latest price of the Fund. *Please refer to the Corporate Directory section at page IV for contact details.*

#### **4.7 TEMPORARY SUSPENSION OF DETERMINATION OF NAV AND OF THE ISSUE, SWITCHING AND REDEMPTION OF UNITS**

The Manager may suspend the determination of the NAV of Units in the Fund, the issue of Units, switching of Units and the redemption of Units under the following circumstances:

- (a) during any period when dealing in Target Fund is suspended or payment is deferred\*;
- (b) during any period when an emergency exists as a result of which disposal of the Target Fund which constitute a substantial portion of the assets of the Fund is not practically feasible or would be seriously prejudicial to the Unit Holders;
- (c) when for any other reason the prices of Target Fund cannot be promptly or accurately be ascertained;
- (d) during any period when remittance of monies which will or may be involved in the realisation of or in the payment for any of the Fund's investments cannot, in the opinion of the Manager, be carried out at normal rates of exchange; and
- (e) in the event of the publication of a notice convening an Unit Holders' meeting.

Unit Holders who have requested subscription, switching or redemption of their Units will be notified in writing of any such suspension of the right to subscribe, to convert or to require redemption of units and will be promptly notified upon termination of such suspension. Any such suspension will be published in the newspapers in which the Fund's Unit prices are generally published if in the opinion of the Manager the suspension is likely to exceed one (1) week. Any suspension shall be in accordance with the Deed.

\*Note: For further details on temporary suspension or suspension dealing of the Target Fund, please refer to *Section 3.5 Temporary Suspension or Suspension of Dealing*.



## CHAPTER 5: THE MANAGER

### 5.1 BACKGROUND & EXPERIENCE OF THE MANAGER

UOB Asset Management (Malaysia) Berhad holds the capital markets and services licence for fund management in Malaysia under the CMSA since January 1997. In January 2014, UOBAM(M) has obtained the approval from the SC to deal in securities restricted to unit trust products. UOBAM(M) has more than 20 years' experience in providing fund management, for both institutional and retail clients. UOBAM(M) is substantially owned by UOB Asset Management Ltd ("UOBAM"), headquartered in Singapore. UOBAM has more than 30 years of experience managing collective investment schemes and discretionary funds.

### 5.2 ROLE, DUTIES AND RESPONSIBILITIES OF THE MANAGER

The Manager is responsible for the day-to-day management, marketing and administration of the Fund, where its key functions include:

- a) endeavouring that the Fund is managed in a sound and professional manner in accordance with its investment objective, the provisions of this Information Memorandum and the Deed;
- b) endeavouring that the Fund is properly administered and to arrange for sale and redemption of Units of the Fund;
- c) issuing the Fund's quarterly and annual reports to the Unit Holders;
- d) keeping proper records of the Fund; and
- e) keeping the Unit Holders informed on material matters relating to the Fund.

### 5.3 THE MANAGEMENT AND INVESTMENT TEAM

The key personnel of the management team and investment team are as follows and the investment team meet at least once a month or as and when circumstances require:

#### **Ms Lim Suet Ling – Executive Director and Chief Executive Officer**

Ms Lim Suet Ling is the chief executive officer and executive director of UOBAM(M). She graduated with a Bachelor of Business Administration (Hons) from the National University of Singapore in 1989 and is also a chartered financial analyst. She has more than 20 years of experience in the industry and has particular expertise in Malaysian and Asia ex-Japan equities. Her mandates have been wide ranging with varying investment styles and focus. She has held senior positions including the Malaysia equity team head of UOB Asset Management Ltd and has been portfolio manager of several funds in both Malaysia and Singapore. She was promoted to executive director and chief executive officer of UOBAM(M) in 2005 to oversee the growth of the company. Ms Lim holds a capital markets and services representative's licence for the regulated activity of fund management.

#### **Mr Francis Eng Tuck Meng – Chief Investment Officer and the designated fund manager for the Fund**

Mr Francis Eng has more than 20 years of investment-related experience including fund management and equities research. Prior to being with UOBAM(M), he was a senior analyst with a foreign securities firm and was part of the equities research team that was ranked by Greenwich and Asiamoney. Mr Francis Eng is a Chartered Financial Analyst ("CFA") charterholder. He holds a Bachelor of Economics degree with a double major in actuarial studies and finance.

## CHAPTER 6: THE TRUSTEE

### 6.1 ABOUT DEUTSCHE TRUSTEES MALAYSIA BERHAD

Deutsche Trustees Malaysia Berhad (“DTMB”) was incorporated in Malaysia on 22 February 2007 and commenced business in May 2007. DTMB is registered as a trust company under the Trust Companies Act 1949, with its business address at Level 20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur.

DTMB is a member of the Deutsche Bank Group (“Deutsche Bank”), a global investment bank with a substantial private client franchise. With more than 100,000 employees in more than 70 countries, Deutsche Bank offers financial services throughout the world.

### 6.2 EXPERIENCE IN TRUSTEE BUSINESS

DTMB is part of Deutsche Bank’s Securities Services, which provides trust, agency, depository, custody and related services on a range of securities and financial structures. As at 31 August 2017, DTMB is the trustee for 188 collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

DTMB’s trustee services are supported by Deutsche Bank (Malaysia) Berhad (“DBMB”), a subsidiary of Deutsche Bank, financially and for various functions, including but not limited to financial control and internal audit.

### 6.3 DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

DTMB’s main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit Holders of the Fund. In performing these functions, the Trustee has to exercise due care and vigilance and is required to act in accordance with the relevant provisions of the Deeds, the CMSA and all relevant laws.

### 6.4 TRUSTEE’S DELEGATE (CUSTODIAN)

The Trustee has appointed DBMB as the custodian of the assets of the Fund. DBMB is a wholly-owned subsidiary of Deutsche Bank AG. DBMB offers its clients access to a growing domestic custody network that covers over 30 markets globally and a unique combination of local expertise backed by the resources of a global bank. In its capacity as the appointed custodian, DBMB’s roles encompasses safekeeping of assets of the Fund; trade settlement management; corporate actions notification and processing; securities holding and cash flow reporting; and income collection and processing.

All investments of the Fund are registered in the name of the Trustee for the Fund, or where the custodial function is delegated, in the name of the custodian to the order of the Trustee for the Fund. As custodian, DBMB shall act only in accordance with instructions from the Trustee.

## **CHAPTER 7: RIGHTS AND LIABILITIES OF UNIT HOLDERS**

### **7.1 RIGHTS OF UNIT HOLDERS**

As a Unit Holder of the Fund, and subject to the provisions of the Deed, you have the right to:

- receive distributions of income, if any;
- participate in any increase in the value of the Units;
- call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- receive monthly statements, quarterly and annual reports on the Fund; and
- exercise such other rights and privileges as provided for in the Deed.

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

### **7.2 LIABILITIES OF UNIT HOLDERS**

As a Unit Holder of the Fund, and subject to the provisions of the Deed, your liabilities would be limited to the following:

- 1) A Unit Holder would not be liable for any amount in excess of the purchase price paid for the Units as determined in accordance with the Deed at the time the Units were purchased and any charges payable in relation thereto.
- 2) A Unit Holder would not be liable to indemnify the Trustee and/or the Manager in the event that the liabilities incurred by the Trustee and/or the Manager on behalf of the Fund exceed the value of the assets of the Fund.

## **CHAPTER 8: POWER TO CALL FOR A UNIT HOLDERS' MEETING**

### **8.1 MEETINGS DIRECTED 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 of a particular Class of Units, as the case may be, summon a meeting of the Unit Holders of the Fund or of that Class of Units by:

- (a) sending by post or facsimile at least fourteen (14) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders; and
- (b) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

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

- (1) requiring the retirement or removal of the Manager;
- (2) requiring the retirement or removal of the Trustee;
- (3) considering the most recent audited financial statements of the Fund;
- (4) giving to the Trustee such directions as the meeting thinks proper; or
- (5) 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 all the Unit Holders of a particular Class of Units.

### **8.2 TERMINATION OF THE FUND**

The Fund may be terminated or wound up upon the occurrence of any of the following events:

- (a) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under section 301(1) of the CMSA and the court has confirmed the resolution, as required under section 301(2) of the CMSA;
- (b) a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund; and
- (c) by the Manager at any time in accordance with the relevant laws.

### **8.3 TERMINATION OF A CLASS OF UNITS**

The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.

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

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

- (c) the Trustee or the Manager shall publish a notice on the termination of that Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class of Units.

## CHAPTER 9: ADDITIONAL INFORMATION

### 9.1 UNCLAIMED MONEYS

If the cheques for the payment of moneys to Unit Holders are not presented for payment, and those moneys remain unclaimed for such period as may be prescribed by the Unclaimed Moneys Act, 1965, the Manager shall lodge such moneys with the registrar of unclaimed moneys in accordance with the provisions of the Unclaimed Moneys Act, 1965.

### 9.2 ANTI-MONEY LAUNDERING POLICIES AND PROCEDURES

The Manager has in place a know your client (KYC) policy where procedures are in place to verify clients' identification by obtaining satisfactory evidence of clients' identity and source of funds before opening an account or establishing a business relationship. The Manager reserves the right to reject any subscription if information or documentation required is incomplete or insufficient.

### 9.3 NO GUARANTEE

The Manager does not guarantee the performance or success of the Fund. Sophisticated Investors are advised to read this Information Memorandum and obtain professional advice before subscribing to the Fund.

### 9.4 ENQUIRIES

All enquiries about the investment should be sent via email to [UOBAMCustomerCareMY@UOBgroup.com](mailto:UOBAMCustomerCareMY@UOBgroup.com) or directed in writing to:

UOB Asset Management (Malaysia) Berhad  
Level 22, Vista Tower  
The Intermark  
348, Jalan Tun Razak  
50400 Kuala Lumpur

Telephone number: +603 2732 1181  
Facsimile number: +603 2164 8188  
Email address: [UOBAMCustomerCareMY@UOBgroup.com](mailto:UOBAMCustomerCareMY@UOBgroup.com)  
Website: [www.uobam.com.my](http://www.uobam.com.my)

### Institutional Unit Trust Advisers and Authorized Distributors

For more details on the list of appointed IUTAs or authorized distributors, please contact the Manager.

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In compliance with the Capital Markets and Services Act 2007, this form should not be circulated unless accompanied by the Prospectus. Please read and understand the Prospectus(es) and Supplementary Prospectus (if any) for the Fund(s) to be invested and the Terms and Conditions as specified overleaf before completing this form. Note: Use only BLOCK LETTERS and BLACK INK when completing this form and tick (✓) where applicable.

**1. PARTICULARS OF FIRST APPLICANT**

Full Name (as per NRIC /Passport) \_\_\_\_\_

Title  Mr  Ms  Madam  Others, please specify: \_\_\_\_\_

NRIC (new) / Passport No. \_\_\_\_\_ Date of Birth [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] (DDMMYYYY)

Gender  Male  Female Nationality  Malaysian  Non-Malaysian - Please specify \_\_\_\_\_

Marital Status  Single  Married  Divorced  Widowed No of Dependents (please indicate) \_\_\_\_\_

For Non-Malaysian Tax Resident, please state your Tax Resident Country \_\_\_\_\_

Race  Malay  Chinese  Indian  Others - Please specify \_\_\_\_\_ Occupation \_\_\_\_\_

Annual Income  Below RM20,000  RM20,001-RM60,000  RM60,001-RM120,000  RM120,001-RM180,000  Above RM180,001

Source of Income  Business  Investment  Employment  Savings  Inheritance  Others - Please specify \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

**2. CORRESPONDENCE ADDRESS**

Address \_\_\_\_\_

Postcode \_\_\_\_\_ City/Town \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

Tel.No. \_\_\_\_\_ (H) \_\_\_\_\_ (O) \_\_\_\_\_ (H/P)

Fax.No. \_\_\_\_\_ E-mail Address \_\_\_\_\_

**3. PARTICULARS OF JOINT APPLICANT**

Full Name (as per NRIC/Passport) \_\_\_\_\_

Title  Mr  Ms  Madam  Others, please specify: \_\_\_\_\_

NRIC (new) / Passport/ Birth Cert.No. \_\_\_\_\_

Date of Birth [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] (DDMMYYYY) Gender  Male  Female Marital Status  Single  Married  Others \_\_\_\_\_

Nationality  Malaysian  Non-Malaysian - Please specify \_\_\_\_\_

For Non-Malaysian Tax Resident, please state your Tax Resident Country \_\_\_\_\_

Occupation \_\_\_\_\_ Race  Malay  Chinese  Indian  Others - Please specify \_\_\_\_\_

Source of Income  Business  Investment  Employment  Savings  Inheritance  Others - Please specify \_\_\_\_\_

Relationship with First Applicant \_\_\_\_\_

**4. AUTHORITY TO OPERATE ACCOUNT**

(Applicable for Joint Application only) Please tick (✓) account operation mode for future transactions.

First Applicant to sign  Both Applicants must sign (Not applicable for joint application with a minor)  Either Applicant to sign (Not applicable for joint application with a minor)

**5. FUND SUBSCRIPTION DETAILS**

Name of Fund	Currency	Amount Paid	Sales Charge (%)	Distribution Instruction
1 _____	[ ] [ ]	[ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ]	<input type="checkbox"/> Reinvest <input type="checkbox"/> Pay by cheque
2 _____	[ ] [ ]	[ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ]	<input type="checkbox"/> Reinvest <input type="checkbox"/> Pay by cheque

**6. PAYMENT MODE**

EPF Investment  Telegraphic Transfer  Cheque (Bank \_\_\_\_\_ Cheque no. \_\_\_\_\_)

**7. DECLARATIONS AND SIGNATURES**

- I/We acknowledge that I/we have received, read and fully understood the relevant Prospectus(es) and Supplementary Prospectus (if any) for the Fund(s) to be invested in, and agree to be bound by all the terms and conditions in the Fund's Deed and Prospectus including Supplemental Deed(s) and Supplementary Prospectus (if any) thereto, for my/our initial and subsequent transactions with UOB Asset Management (Malaysia) Berhad.
- I/We declare that I am/we are neither engaged in any unlawful activity nor are my/our monies obtained from any illegal source or related to any illegal activity.
- I/We declare that I am/we are in compliance with and undertake that I/we will comply with all applicable laws and regulations.
- I/We undertake to provide UOB Asset Management (Malaysia) Berhad with all information as it may require for the purpose of and in connection with completing the Account Opening Form, including but not limited to, my/our information.
- I/We hereby acknowledge that I am/we are aware of the fees and charges that I/we will incur directly or indirectly when investing in the Fund(s).
- For joint applications only - In the absence of expressed instructions on the signatory requirement, I/we acknowledge that the instructions must be given by both of us.
- For joint applications with minor only - Instructions must be given by the First Applicant only. In the event there is a change in the Authority To Operate Account when the minor turns 18 years old, a fresh instruction has to be given by the First Applicant.
- I/We hereby irrevocably permit and authorise UOB Asset Management (Malaysia) Berhad to disclose to such persons as they may think fit or necessary for the processing of my/our application information regarding my/our particulars, the money and the other particulars of my/our accounts with UOB Asset Management (Malaysia) Berhad and particulars of all my /our transactions with or through UOB Asset Management (Malaysia) Berhad.

\_\_\_\_\_  
Signature of First Applicant

Date [ ] [ ] [ ] [ ] [ ] [ ] (DDMMYYYY)

\_\_\_\_\_  
Signature of Joint Applicant (if any)

Date [ ] [ ] [ ] [ ] [ ] [ ] (DDMMYYYY)

**8. FOR DISTRIBUTOR/ CONSULTANT/ STAFF USE ONLY**

**AUTHENTICATION OF IDENTITY**  
In compliance with Section 16(2) of Anti-Money Laundering and Anti-Terrorism Financing Act 2001, I hereby confirm the following:

Original identity document(s) sighted.  Photocopy of identity document(s) attached

Name \_\_\_\_\_ NRIC No. \_\_\_\_\_

Agent Code \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**9. FOR OFFICE USE ONLY**

Form Verified By

\_\_\_\_\_  
Initial \_\_\_\_\_ Date \_\_\_\_\_

Process By

\_\_\_\_\_  
Initial \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS OF THE UOB ASSET MANAGEMENT (MALAYSIA) BERHAD ACCOUNT OPENING

Please read the following Terms and Conditions before completing the Account Opening Form. By applying for units in any Fund(s) managed by UOB Asset Management (Malaysia) Berhad ("UOBAM(M)"), the applicant(s) agree(s) to and will be bound by the following Terms and Conditions, the Deed and Supplemental Deed(s) (if any), the Prospectus(es) and Supplementary Prospectus (if any) of the relevant Fund(s), [which Deed and Supplemental Deed(s) (if any) are hereinafter referred to collectively as "the Deed" and the Prospectus(es) and Supplementary Prospectus (if any) are hereinafter referred to collectively as "the Prospectus"] in respect of ALL transactions. Where there are conflicting terms, the terms of the relevant Deed shall prevail.

### 1. IMPORTANT POINTS TO NOTE BEFORE COMPLETING THIS FORM

- The APPLICANT(S) MUST NOT USE CORRECTION FLUID on the Account Opening Form (AOF).
- Where there is ANY CORRECTION OR AMENDMENT, the APPLICANT(S) MUST SIGN next to the correction or amendment to indicate that the change is duly authorised by the applicant(s).

### 2. ELIGIBILITY

#### Individual Applicant

- To apply for units, you must be 18 years old and above on your last birthday.

#### Joint Applicant

- You may nominate a Joint Applicant for your account. If the Joint Applicant is below 18 years old, the AOF must be accompanied by a copy of documentary evidence of the minor's age (e.g. birth certificate or identity card). UOBAM(M) will only act on instruction given by the First Applicant.
  - Joint application is NOT allowed for EPF Plan.
- For joint application, all correspondences relating to the investment units of the relevant Fund will be sent to the First Applicant.
  - All applications must be accompanied by a copy of the applicant's identity card or passport.
  - UOBAM(M) reserves the right to request additional documents from the applicant(s) to support the application.

### 3. PAYMENT FOR INVESTMENT

- The completed AOF should be accompanied by payment and submitted to any UOBAM(M)'s office or its authorised representatives.
- The allotment of units will be based on the date of receipt of a complete purchase request subject to clearance of the cheque and terms and conditions as stated in the Prospectus of the relevant Fund(s). Cheque/bank draft must be made payable to "UOB Asset Management (Malaysia) Berhad". Please include bank commission for outstation cheque and cross "A/C PAYEE ONLY".
- UOBAM(M) does not accept any cheque issued by a third party for the account of the applicant(s) (referred to as "third party cheques").

### 4. AUTHORITY TO OPERATE FUTURE TRANSACTIONS AND INSTRUCTIONS (FOR JOINT APPLICATION)

**First Applicant to sign:** UOBAM(M) will only act on instructions given by the First Applicant.

**Both Applicants must sign:** UOBAM(M) will only act on instructions given jointly by both parties (both applicants must be 18 years old and above).

**Either Applicant to sign:** UOBAM(M) will only act on instructions given by either of the applicant (both applicants must be 18 years old and above).

For Joint Application with a minor, UOBAM(M) will only act on instructions given by the First Applicant. In the event there is a change in the Authority To Operate Account when the minor turns 18 years old, a fresh instruction has to be given by the First Applicant. In the event of the death of any registered Joint Applicant, the survivor of the Joint Account will be the only person recognised by UOBAM(M) and the Trustee as having the title or interest in the investment units, except where such units have been transferred to a financial institution, if such units are used as a collateral. If the surviving Joint Applicant is a minor, UOBAM(M) and the Trustee shall recognise the estate of the First Applicant as having the title or interest in the investment units.

### 5. CHANGE OF APPLICATION DETAILS

UOBAM(M) must be notified immediately in writing of any change to the correspondence address or resident status or other particulars stated in this form.

### 6. INDEMNITY

The applicant(s) hereby agree(s) to indemnify UOBAM(M), the Trustee(s) and any of their authorised representatives against any losses, damages, costs and expenses which may be suffered or incurred by any or all of them arising whether directly or indirectly out of or in connection with UOBAM(M) accepting, relying on or failing to act on any instructions given by or on behalf of the applicant(s) unless due to the wilful default or negligence of UOBAM(M).

### 7. NOTICES

Notices and communication are sent at the risk of the applicant(s). UOBAM(M) shall not be liable for the interruption, error or failure in transmission or delivery of notices unless due to its wilful default or negligence.

### 8. LEGAL AND TAX IMPLICATIONS

The applicant shall acquaint himself with the relevant tax laws and exchange control regulations in force in the countries of the applicant's citizenship, residence or domicile.

### 9. PERSONAL DATA NOTICE

In compliance with the requirements of the Personal Data Protection Act 2010 ("the PDPA"), we are required to give you notice of the manner we deal with your Personal Data (as defined in the PDPA) and would like to highlight the choices you have to access or limit our access and means of processing your Personal Data. The full terms are as set out in attached Personal Data Notice.

### 10. RIGHTS OF UOBAM(M)

UOBAM(M) reserves the right to:

- accept or reject any applications in whole or in part without assigning any reason whatsoever;
- request for additional documents from the applicant to support the application; and
- vary these Terms and Conditions at any time without notifying the applicant(s).

## UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

### Investing in a Unit Trust Fund With Borrowed Money Is More Risky Than Investing With Your Own Savings.

You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include the following:

- The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money which you put in as deposit or down payment), the greater the loss or gain on your investment.
- You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.
- If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold towards the settlement of your loan.
- Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take a loan. If you are in doubt about any aspect of this Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

#### Acknowledgement of Receipt of Risk Disclosure Statement

I acknowledge that I have received a copy of this Unit Trust Loan Financing Risk Disclosure Statement and I understand its contents.

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Date \_\_\_\_\_

**In compliance with the Capital Markets and Services Act 2007, this form should not be circulated unless accompanied by the Prospectus or Information Memorandum where applicable.  
Please read and understand the Prospectus(es) and Supplementary Prospectus (if any), Information Memorandum / Replacement Information Memorandum (if any) for the Fund(s) to be invested and the Terms and Conditions as specified overleaf before completing this form.**

**Note:** Use only **BLOCK LETTERS** and **BLACK INK** when completing this form and tick (✓) where applicable.

**1. PARTICULARS OF CORPORATE APPLICANT**

Name of Corporation (as per Certificate of Incorporation)

Business Registration No. \_\_\_\_\_

Date of Incorporation -- (DDMMYYYY)

Country of Incorporation  Malaysia  Others - Please specify \_\_\_\_\_

For Non-Malaysian Tax Resident, please state your Tax Resident Country \_\_\_\_\_

Status  Bumiputra Controlled  Non-Bumiputra Controlled  Non-Malaysian Controlled

Nature of Business \_\_\_\_\_

Source of Income \_\_\_\_\_

Contact Person (1) (name as per NRIC/Passport)

Designation \_\_\_\_\_ Department \_\_\_\_\_

Tel. No. \_\_\_\_\_ (O) \_\_\_\_\_ ext \_\_\_\_\_ Fax. No. \_\_\_\_\_ Email Address \_\_\_\_\_

Contact Person (2) (name as per NRIC/Passport)

Designation \_\_\_\_\_ Department \_\_\_\_\_

Tel. No. \_\_\_\_\_ (O) \_\_\_\_\_ ext \_\_\_\_\_ Fax. No. \_\_\_\_\_ Email Address \_\_\_\_\_

**2. CORRESPONDENCE ADDRESS**

Address \_\_\_\_\_

Postcode \_\_\_\_\_ City/Town \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

Tel. No. \_\_\_\_\_ (O) \_\_\_\_\_ Fax. No. \_\_\_\_\_

**CORPORATE / FORM B**

**In compliance with the Capital Markets and Services Act 2007, this form should not be circulated unless accompanied by the Prospectus or Information Memorandum where applicable.**

**Please read and understand the Prospectus(es) and Supplementary Prospectus (if any), Information Memorandum / Replacement Information Memorandum (if any) for the Fund(s) to be invested and the Terms and Conditions as specified overleaf before completing this form.**

**Note:** Use only **BLOCK LETTERS** and **BLACK INK** when completing this form and tick (√) where applicable.

**3. DECLARATIONS AND SIGNATURES**

- 1 I/We acknowledge that I/we have received, read and fully understood the relevant Prospectus(es) including any Supplementary Prospectus (if any) or Information Memorandum/Replacement Information Memorandum (if any) for the Fund(s) to be invested in, and agree to be bound by all the terms and conditions in the Fund's Deed and Prospectus including Supplemental Deed(s) and Supplementary Prospectus (if any) or Information Memorandum/Replacement Information Memorandum (if any) thereto, for my/our initial and subsequent transactions with UOB Asset Management (Malaysia) Berhad.
- 2 I am/We are the duly authorised officer(s) of the Institution, and warrant that the Institution has the power and capacity to enter into this agreement and undertake transactions involving the Fund(s). Attached is a certified true copy of the Institution's list of authorised signatories.
- 3 I/We undertake to provide UOB Asset Management (Malaysia) Berhad with all information as it may require for the purpose of and in connection with completing the Account Opening Form, including but not limited to, my/our information on financial position, condition or prospect. I/We also undertake to provide such information and documents as UOB Asset Management (Malaysia) Berhad may reasonably require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (AMLA).
- 4 I/We hereby acknowledge that I am/we are aware of the fees and charges that I/we will incur directly or indirectly when investing in the Fund(s).
- 5 I/We represent a legally incorporated Institution. I/We declare that this application is not funded by gains from any unlawful activities.
- 6 I/We hereby irrevocably permit and authorise UOB Asset Management (Malaysia) Berhad to disclose to such persons as they may think fit or necessary for the processing of my/our application information regarding my/our particulars, the money and the other particulars of my/our accounts with UOB Asset Management (Malaysia) Berhad and particulars of all my/our transactions with or through UOB Asset Management (Malaysia) Berhad.

<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <small>Affix Seal or Company Stamp</small> </div>  <hr style="width: 80%; margin: 0 auto;"/> <p style="text-align: center;">Authorised Signatory (1)</p>
---

<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <small>Affix Seal or Company Stamp</small> </div>  <hr style="width: 80%; margin: 0 auto;"/> <p style="text-align: center;">Authorised Signatory (2)</p>
---

Date -- (DDMMYYYY)

Date -- (DDMMYYYY)

4. FOR DISTRIBUTOR/ CONSULTANT/ STAFF USE ONLY	
<b>AUTHENTICATION OF IDENTITY</b>	
In compliance with Section 16(2) of Anti-Money Laundering and Anti-Terrorism Financing Act 2001, I hereby confirm the following:	
<input type="checkbox"/> Original identity document(s) sighted.	<input type="checkbox"/> Photocopy of identity document(s) attached.
Name <input style="width: 80%;" type="text"/>	NRIC No. <input style="width: 80%;" type="text"/>
Agent Code <input style="width: 80%;" type="text"/>	Date <input style="width: 80%;" type="text"/>
Signature <input style="width: 80%;" type="text"/>	

5. FOR OFFICE USE ONLY	
Form Verified By	
<input style="width: 80%;" type="text"/>	<input style="width: 80%;" type="text"/>
Initial	Date
Process By	
<input style="width: 80%;" type="text"/>	<input style="width: 80%;" type="text"/>
Initial	Date

**TERMS AND CONDITIONS OF THE UOB ASSET MANAGEMENT (MALAYSIA) BERHAD ACCOUNT OPENING**

Please read the following Terms and Conditions before completing the Account Opening Form. By applying for units in any Fund(s) managed by UOB Asset Management (Malaysia) Berhad ("UOBAM(M)"), the applicant(s) agree(s) to and will be bound by the following Terms and Conditions, the Deed and Supplemental Deed(s) (if any), the Prospectus(es) and Supplementary Prospectus (if any), Information Memorandum / Replacement Information Memorandum (if any) of the relevant Fund(s), [which Deed and Supplemental Deed(s) (if any) are hereinafter referred to collectively as "the Deed", the Prospectus(es) and Supplementary Prospectus(if any) are hereinafter referred to collectively as "the Prospectus" and Information Memorandum / Replacement Information Memorandum (if any) are hereinafter referred to collectively as "the Information Memorandum" ] in respect of ALL transactions. Where there are conflicting terms, the terms of the relevant Deed shall prevail.

**1. IMPORTANT POINTS TO NOTE BEFORE COMPLETING THIS FORM**

- a) The APPLICANT(S) MUST NOT USE CORRECTION FLUID on the Account Opening Form (AOF).
- b) Where there is ANY CORRECTION OR AMENDMENT, the APPLICANT(S) MUST SIGN next to the correction or amendment to indicate that the change is duly authorised by the applicant(s).

**2. PAYMENT FOR INVESTMENT**

- a) The completed AOF and Subscription Form should be accompanied by payment and submitted to any UOBAM(M)'s office or its authorised representatives.
- b) The allotment of units will be based on the date of receipt of a complete purchase request subject to clearance of the cheque and terms and conditions as stated in the Prospectus of the relevant Fund(s). Cheque/bank draft must be made payable to "UOB Asset Management (Malaysia) Berhad". Please include bank commission for outstation cheque and cross "A/C PAYEE ONLY".
- c) UOBAM(M) does not accept any cheque issued by a third party for the account of the applicant(s) (referred to as "third party cheques").

**3. RIGHTS OF UOBAM(M)**

UOBAM(M) reserves the right to:

- a) accept or reject any applications in whole or in part without assigning any reason whatsoever;
- b) request for additional documents from the applicant to support the application; and
- c) vary these Terms and Conditions at any time without notifying the applicant(s).

**4. CHANGE OF APPLICATION DETAILS**

UOBAM(M) must be notified immediately in writing of any change to the correspondence address or resident status or other particulars stated in this form. If the applicant is a Malaysian company, the applicant is required to submit a certified true copy of Form 44 (Notice of Situation of Registered Office and Office Hours and Particulars of Changes) to UOBAM(M).

**5. INDEMNITY**

The applicant(s) hereby agree(s) to indemnify UOBAM(M), the Trustee(s) and any of their authorised representatives against any losses, damages, costs and expenses which may be suffered or incurred by any or all of them arising whether directly or indirectly out of or in connection with UOBAM(M) accepting, relying on or failing to act on any instructions given by or on behalf of the applicant(s) unless due to the wilful default or negligence of UOBAM(M).

**6. NOTICES**

Notices and communication are sent at the risk of the applicant(s). UOBAM(M) shall not be liable for the interruption, error or failure in transmission or delivery of notices unless due to its wilful default or negligence.

**7. ELIGIBILITY**

**Corporate Applicant**

Corporate Applicants are required to submit the following documents along with the Account Opening Form to UOBAM(M):

Entity	Documents Required			
	Certificate of Incorporation	Form 24 & Form 49	Memorandum and Articles of Association or Constitution By Laws	Company Resolution (include specimen signatures)
Malaysian Company (Bhd/Sdn Bhd)	√	√	√	√
Society/ Association/ Cooperative/ Government Body	√		√	√
Sole Proprietor	√ (include certified true copy of NRIC or passport)			
Pension Fund				√

UOBAM(M) reserves the right to request additional documents from the applicant(s) to support the application.

**8. LEGAL AND TAX IMPLICATIONS**

The applicant shall acquaint himself with the relevant tax laws and exchange control regulations in force in the countries of the applicant's citizenship, residence or domicile.

**9. PERSONAL DATA NOTICE**

In compliance with the requirements of the Personal Data Protection Act 2010 ("the PDPA"), we are required to give you notice of the manner we deal with your Personal Data (as defined in the PDPA) and would like to highlight the choices you have to access or limit our access and means of processing your Personal Data. The full terms are as set out in attached Personal Data Notice.

**UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT**

**Investing In a Unit Trust Fund With Borrowed Money Is More Risky Than Investing With Your Own Savings.**

You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include the following:

1. The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money which you put in as deposit or down payment), the greater the loss or gain on your investment.
2. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.
3. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold towards the settlement of your loan.
4. Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take a loan. If you are in doubt about any aspect of this Risk Disclosure Statement or the terms of the loan financing, you should consult the institution offering the loan.

**Acknowledgement of Receipt of Risk Disclosure Statement**

I acknowledge that I have received a copy of this Unit Trust Loan Financing Risk Disclosure Statement and I understand its contents.

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Date \_\_\_\_\_





RIGHT BY YOU

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