# FIRST SUPPLEMENTARY PROSPECTUS DATED 28 FEBRUARY 2023

# IN RESPECT OF UNITED ESG SERIES - EAFE PLUS FUND

(constituted on 18 February 2022)

("First Supplementary Prospectus")

- Manager: UOB Asset Management (Malaysia) Berhad Registration No. 199101009166 (219478-X)
- Trustee:Deutsche Trustees Malaysia BerhadRegistration No. 200701005591 (763590-H)

UNITED ESG SERIES - EAFE PLUS FUND IS A QUALIFIED SUSTAINABLE AND RESPONSIBLE INVESTMENT FUND UNDER THE GUIDELINES ON SUSTAINABLE AND RESPONSIBLE INVESTMENT FUNDS.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE PROSPECTUS DATED 18 FEBRUARY 2022 AND THIS FIRST SUPPLEMENTARY PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

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

#### **Responsibility Statements**

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

#### **Statements of Disclaimer**

The Securities Commission Malaysia has authorised the United ESG Series – EAFE Plus Fund ("Fund") and a copy of this First Supplementary Prospectus has been registered with the Securities Commission Malaysia.

The authorisation of the Fund, and registration of this First Supplementary Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the said Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Prospectus dated 18 February 2022 ("Prospectus") or this First Supplementary Prospectus.

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

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

#### Additional Statements

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

This First Supplementary Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

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), except in a transaction which does not violate the securities laws of the United States of America. Accordingly, 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

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 are 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.

Unless otherwise provided in this First Supplementary Prospectus, all the capitalised terms used herein shall have the same meaning ascribed to them in the Prospectus.

#### EXPLANATORY NOTE

This First Supplementary Prospectus has been issued to reflect the following:-

- The updated Definition chapter;
- The updated investment policy and strategy;
- The updated permitted investments;
- The updated investment restrictions and limits;
- The updated information in relation to other expenses;
- The updated information in relation to the policy on rebates and soft commissions;
- The updated information in relation to incorrect pricing:
- The updated information in relation to the redemption of units and cooling-off policy;
- The updated information in relation to the board of directors
- The updated salient terms of the deed;
- The updated approvals and conditions section;
- The updated tax adviser's letter;
- The updated list of deed and supplementary deeds; and
- The insertion of Appendix A.

#### A. GENERAL

#### Prospectus

All references to "interim" wherever they appear in the Prospectus are now amended to "semi-annual".

#### **B. DEFINITION**

#### Page 2 to 3 of Prospectus – DEFINITION

The definition of "Deed" and "Eligible Market" are hereby deleted and replaced with the following:-

Deed	December 202	ered into between the Manager and the Trustee dated 10 21 and the first supplemental deed dated 9 December 2022, supplementary deed(s) in relation to the Fund and registered
Eligible Market	An exchange market that:	, government securities market or an over-the-counter (OTC)
	(a) (b) (c)	is regulated by a regulatory authority of that jurisdiction; is open to the public or to a substantial number of market participants; and on which financial instruments are regularly traded.

The definition of "IOSCO" is deleted in its entirety.

#### C. CHAPTER 1: THE FUND

Page 7 of Prospectus – Section 1.10 Investment Policy and Strategy

#### THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 28 FEBRUARY 2023 HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 18 FEBRUARY 2022.

The entire second and sixth paragraph under this section is hereby deleted and replaced with the following:-

The Fund will primarily focus its investment in equities and equity-related securities in the EAFE region including emerging markets. The Fund may also invest up to 15% of its NAV in equities and equity-related securities in the United States of America.

We and/or the Investment Manager may use derivatives instruments such as options, futures contracts, forward contracts or swaps for hedging purposes. In the event of a downgrade in the rating of a counterparty of an OTC derivative, we and/or the Investment Manager reserve the right to deal with the OTC derivative in the best interest of the Unit Holders. We and/or the Investment Manager will ensure that the Fund's global exposure from financial derivatives position does not exceed the Fund's NAV at all times. Such exposure will be calculated using the commitment approach as described in Appendix A.

#### Page 9 of Prospectus – Section 1.15 Permitted Investments

The first point under this section is hereby deleted and replaced with the following:-

1. equities and equity-related securities traded in or under the rules of an Eligible Market;

#### Page 9 to 10 of Prospectus – Section 1.16 Investment Restrictions and Limits

The entire disclosure under this section is hereby deleted and replaced with the following:-

- 1. The aggregate value of the Fund's investments in:
  - (a) transferable securities that are not traded or dealt in or under the rules of an Eligible Market; and
  - (b) collective investment schemes that do not comply with the relevant requirements as stipulated in the Guidelines,

must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the Fund's NAV in a single issuer or single collective investment scheme, as the case may be.

- 2. The value of the Fund's investments in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.
- 3. The value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV. In determining the single issuer limit of 15%, the value of the Fund's investments in instruments in clause 1 above issued by the same issuer must be included in the calculation.
- 4. The value of the Fund's placement in deposits with any single financial institution must not exceed 20% of the Fund's NAV. This limit does not apply to placements of deposits arising from:
  - (a) liquidation of investments prior to the termination of the Fund, where the placement of deposits with various financial institutions would not be in the best interests of Unit Holders; or
  - (b) monies held for the settlement of redemption or other payment obligations, where the placement of deposits with various financial institutions would not be in the best interest of Unit Holders.
- The counterparty of an over-the-counter ("OTC") derivative must be a financial institution with a minimum 5. long-term credit rating of investment grade (including gradation and subcategories) and subject to the aggregate limit in this section, the maximum exposure of the Fund to a counterparty, calculated based on:
  - (a) the exposure to a counterparty of an OTC derivative must be measured based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC derivative; or
  - (b) the total exposure to a single counterparty is calculated by summing the exposure arising from all OTC derivative transactions entered into with the same counterparty,

must not exceed 10% of the Fund's NAV.

# THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 28 FEBRUARY 2023 HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 18 FEBRUARY 2022.

- 6. The aggregate value of the Fund's investments in, or exposure to, a single issuer through transferable securities, money market instruments, deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Fund's NAV. In determining the single issuer aggregate limit of 25%, the value of the Fund's investments in instruments in clause 1 above issued by the same issuer must be included in the calculation.
- 7. The value of the Fund's investments in units or shares of a collective investment scheme must not exceed 20% of the Fund's NAV, provided that the collective investment scheme complies with the relevant requirements as stipulated in the Guidelines.
- 8. The value of the Fund's investments in units or shares of a collective investment scheme that invests in real estate pursuant to the relevant requirements as stipulated in the Guidelines must not exceed 15% of the Fund's NAV.
- 9. The value of the Fund's investments in transferable securities and money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV. In determining the group limit of 20%, the value of the Fund's investments in instruments in clause 1 above issued by the issuers within the same group of companies must be included in the calculation.
- 10. The Fund's investments in shares or securities equivalent to shares must not exceed 10% of the shares or securities equivalent to shares, as the case may be, issued by a single issuer.
- 11. The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a predetermined issue size.
- 12. The Fund's investments in collective investment schemes must not exceed 25% of the units or shares in the collective investment scheme.

The above stated limits and restrictions must be complied with at all times based on the most up-to-date value of the Fund's investments. Such limits and restrictions however, do not apply to securities or instruments that are issued or guaranteed by the Malaysian government or Bank Negara Malaysia.

We shall notify the SC, within seven (7) Business Days, of any breach of investment limits and restrictions with the steps taken to rectify and prevent such breach from recurring. Notwithstanding the above, any breach as a result of the following:-

- (a) appreciation or depreciation in value of the Fund's investments;
- (b) repurchase of units or payment made out of the Fund;
- (c) change in capital of a corporation in which the Fund has invested in; or
- (d) downgrade in or cessation of a credit rating,

need not be reported to the SC but must be rectified as soon as practicable within three (3) months from the date of the breach. The three-month period may be extended if it is in the best interest of Unit Holders and Trustee's consent is obtained. Such extension must be subject to at least a monthly review by the Trustee.

#### D. CHAPTER 2: FEES, CHARGES AND EXPENSES

#### Page 15 of Prospectus – Section 2.8 Other Expenses

The sixth and seventh bullet point under this section is hereby deleted and replaced with the following:-

- fees for the valuation of any investment of the Fund;
- remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the
  oversight function of the Fund;

#### Page 16 of Prospectus – Section 2.9.1 The Manager's disclosures

# THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 28 FEBRUARY 2023 HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 18 FEBRUARY 2022.

The disclosure under this section is hereby deleted and replaced with the following:-

It is our policy to channel all rebates, if any, received from brokers or dealers to the Fund. However, soft commissions received for goods and services may be retained by us if:

- (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- (c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

#### Page 16 of Prospectus – Section 2.9.2 Investment Manager's disclosures

The disclosure under this section is hereby deleted and replaced with the following:-

It is the Investment Manager's policy to channel all rebates, if any, received from brokers or dealers to the Fund. However, soft commissions received for goods and services may be retained by the Investment Manager if:

- (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- (c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Investment Manager or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

#### E. CHAPTER 3: TRANSACTION INFORMATION

#### Page 22 to 23 of Prospectus – Section 3.2 Pricing of Units – Incorrect Pricing

The disclosure under the section on "Incorrect Pricing" is hereby deleted and replaced with the following:-

Subject to any relevant law, if there is an error in the pricing of the NAV per Unit of the Fund, we will take immediate remedial action to correct the error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.5% of the NAV per Unit:

- (a) if there is an over pricing in relation to the purchase and creation of Units, we shall reimburse the Unit Holder;
- (b) if there is an over pricing in relation to the redemption of Units, we shall reimburse the Fund;
- (c) if there is an under pricing in relation to the purchase and creation of Units, we shall reimburse the Fund; and
- (d) if there is an under pricing in relation to the redemption of Units, we shall reimburse the Unit Holder or former Unit Holder.

We retain the discretion whether or not to reimburse if the error is below 0.5% of the NAV per Unit or where the total impact on a Unit Holder's account of each Class of Units is less than RM10.00 or in the case of a foreign currency Class of Units, less than 10.00 denominated in the foreign currency denomination of the Class of Units. This is because the reprocessing costs may be greater than the amount of the adjustment.

#### Page 24 of Prospectus – Section 3.4 Redemption of Units

The entire sixth paragraph under this section is hereby deleted and replaced with the following:-

The proceeds from the underlying investments of the Fund are subjected to currency conversion to the respective Classes of Units. (Note: Currency conversion is dependent on the banking system and differing banks/agent banks and currencies will have a different conversion timeline.)

In light of the above, redemption proceeds will be paid within:-

- ten (10) Business Days for AUD Hedged Class;
- ten (10) Business Days for GBP Hedged Class;
- eight (8) Business Days for MYR Hedged Class;
- eleven (11) Business Days for RMB Hedged Class;
- ten (10) Business Days for SGD Hedged Class; and
- nine (9) Business Days for USD Class,

from the date we receive a complete redemption request form.

#### Page 25 of Prospectus – Section 3.5 Cooling-Off Policy

The entire second and third paragraph under this section are hereby deleted and replaced with the following:-

Within the cooling-off period, the refund to the Unit Holders for every Unit held by the Unit Holders shall be as follows:

- (a) if the price of the Units on the day the Units were purchased is higher than the price of the Units on the day the Units at the point of exercise of the cooling-off right ("Exercise Price"), the Exercise Price at the point of cooling-off and the sales charge originally imposed on the day the Units were purchased; or
- (b) if the Exercise Price is higher than the price of the Units on the day the Units were purchased, the price of the Units on the day the Units were purchased and the sales charge originally imposed on the day the Units were purchased.

The Unit Holders shall be refunded their monies within seven (7) Business Days of the date of receipt of the cooling-off notice from the Unit Holders.

#### F. CHAPTER 4: THE MANAGER

#### Page 29 of Prospectus – Section 4.3 Board of Directors

The disclosure under this section is hereby deleted and replaced with the following:-

The functions of the Board of Directors are to elaborate, decide, endorse or resolve all matters pertaining to us and the Fund at the board meetings that are held formally four times yearly or as and when circumstances require.

Please refer to <u>https://www.uobam.com.my/about-us/leadership/our-board-of-directors.page</u> for more information on our board of directors.

#### G. CHAPTER 6: SALIENT TERMS OF THE DEED

Page 36 of Prospectus – Section 6.3 Permitted Expenses payable out of the Fund's property

# THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 28 FEBRUARY 2023 HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 18 FEBRUARY 2022.

Item (d) of this section is hereby deleted and replaced with the following:

(d) fees for the valuation of any investment of the Fund;

Item (m) of this section is hereby deleted and replaced with the following:

(m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;

#### Page 38 to 39 of Prospectus – Section 6.8 Termination of the Fund

The first paragraph is hereby deleted and replaced with the following:

The Fund may be terminated or wound up should the following events occur:

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

Subject to the provisions of the relevant laws, the Manager may, without having to obtain the prior approval of the Unit Holders, terminate the Fund if such termination is in the best interests of Unit Holders and the Manager in consultation with the Trustee deems it to be uneconomical for the Manager to continue managing the Fund. Notwithstanding the aforesaid, if the Fund is left with no Unit Holder, the Manager shall be entitled to terminate the Fund.

The third paragraph is hereby deleted and replaced with the following:

In the event the Fund is terminated:

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

#### Page 39 of Prospectus – Section 6.9 Termination of a Class of Units

The disclosure under this section is hereby deleted and replaced with the following:

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.

Notwithstanding the aforesaid and subject to the provisions of any relevant law, the Manager may without having to obtain the prior approval of the Unit Holders, terminate a particular Class of Units if the termination of the Class of Units is in the best interests of the Unit Holders of the Class of Units and the Manager in consultation with the Trustee deems it to be uneconomical for the Manager to continue managing the Class of Units.

If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class 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; and

# THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 28 FEBRUARY 2023 HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 18 FEBRUARY 2022.

(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.

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.

#### Page 40 of Prospectus – Section 6.10 Unit Holders' Meeting

The disclosure under the section on "Quorum required for a Unit Holders' Meeting" is hereby deleted and replaced with the following:

The quorum required for a meeting of the Unit Holders of the Fund or a Class of Units, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy, however, if the Fund or a Class of Units, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a Class of Units, as the case may be, shall be two (2) Unit Holders, whether present in person or by proxy.

If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty-five per centum (25%) of the Units in circulation of the Fund or a particular Class of Units, as the case may be, at the time of the meeting.

If the Fund or a Class of Units, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund or a Class of Units, as the case may be.

#### H. CHAPTER 7: APPROVALS AND CONDITIONS

#### Page 42 of Prospectus – CHAPTER 7: APPROVALS AND CONDITIONS

The disclosure under this section is hereby deleted and replaced with the following:-

There is no exemption and/or variation to the Guidelines for this Fund.

#### I. CHAPTER 9: TAX ADVISER'S LETTER

#### Page 44 of Prospectus – CHAPTER 9: TAX ADVISER'S LETTER

09 January 2023

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

Dear Sirs

United ESG Series – EAFE Plus Fund Taxation of the Fund and Unit Holders 1. This letter has been prepared for inclusion in the First Supplementary Prospectus (hereinafter referred to as "the Prospectus") in connection with the offer of units in the United ESG Series – EAFE Plus Fund hereinafter referred to as "the Fund").

The following is general information based on Malaysian tax law in force at the time of lodging the Prospectus with the Securities Commission Malaysia ("SC") and investors should be aware that the tax law may be changed at any time. To an extent, the application of tax law depends upon an investor's individual circumstances. The information provided below does not constitute tax advice. The Manager therefore recommends that an investor consult his accountant or tax adviser on questions about his individual tax position.

#### 2. Taxation of the Fund

#### 2.1 Income Tax

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

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

The income of the Fund in respect of dividends, interest or profits from deposits and other investment income (other than income which is exempt from tax) derived from or accruing in Malaysia or received in Malaysia from outside Malaysia is liable to income tax. The Fund may be receiving income such as exit fee which will be subject to tax at the prevailing tax rate applicable on the Fund. Gains on disposal of investments by the Fund will not be subject to income tax.

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

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

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

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

The Fund may also receive interest, dividends, profits and other income from investments derived from sources outside of Malaysia. Prior to 1 January 2022, income arising from sources outside Malaysia and received in Malaysia was exempted from Malaysian income tax pursuant to Paragraph 28 of Schedule 6 of the Income Tax Act, 1967. Effective from 1 January 2022, Paragraph 28 of Schedule 6 was amended to only exempt a non-resident person from foreign sourced income received in Malaysia. Unit trusts funds with a trustee who is tax resident in Malaysia are considered tax residents of Malaysia and would not qualify for the exemption under the amended Paragraph 28 of Schedule 6.

The Ministry of Finance of Malaysia issued the gazette orders, Income Tax (Exemption) (No. 5) Order 2022 [PU(A) 234/2022] and Income Tax (Exemption) (No. 6) Order 2022 [PU(A) 235/2022] on 19 July 2022 which took effect from 1 January 2022. The orders grant exemption on foreign sourced income as follows:

- Dividend income received by companies and limited liability partnerships; and
- All types of foreign sourced income received by individuals, except for those carrying on a partnership business in Malaysia.

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

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

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

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

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

Expenses being manager's remuneration, maintenance of register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage, which are not allowed under the general deduction rules, qualify for a special deduction, subject to a minimum of 10% and a maximum of 25% of such expenses pursuant to Section 63B of the MITA.

#### 2.2 Gains on Disposal of Investments

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

#### 2.3 Service Tax

The issuance of units by the Fund to investors will not be subject to Service Tax. Any distributions made by the Fund to Unit Holders are also not subject to Service Tax. The Fund would not be required to pay Service Tax on the acquisition of fund management services from the Fund Manager.

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

If the Fund acquires any imported taxable services from a service provider outside of Malaysia, these services would be subject to 6% Service Tax. The Fund would be required to file an SST-

02A return on an ad hoc basis and report and pay this amount of tax to the Royal Malaysian Customs Department.

#### 3. Taxation of Unit Holders

#### 3.1 Taxable Distribution

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

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

Unit Holders	Malaysian Tax Rates for Year of Assessment 2022
Malaysian tax residents:	
<ul> <li>Individual and non-corporate Unit Holders</li> </ul>	<ul> <li>Progressive tax rates ranging from 0% to 30%</li> </ul>
<ul> <li>Co-operative societies</li> </ul>	<ul> <li>Progressive tax rates ranging from 0% to 24%</li> </ul>
Trust bodies	• 24%
Corporate Unit Holders	
<ul> <li>A company with paid up capital in respect of ordinary shares of not more than RM2.5 million where the paid up capital in respect of ordinary shares of other companies within the same group as such company is not more than RM2.5 million (at the beginning of the basis period for a year of assessment) and having gross income from source or sources consisting of a business of not more than RM50 million for the basis period of a year assessment</li> </ul>	<ul> <li>17% for every first RM600,000 of chargeable income</li> <li>24% for chargeable income in excess of RM600,000</li> </ul>
ii. Companies other than those in (i) above	• 24%
	<ul> <li>33% for chargeable income in excess of RM100,000,000 for the year of assessment 2022 only</li> </ul>
Non-Malaysian tax residents:	
<ul> <li>Individual and non-corporate Unit Holders</li> </ul>	• 30%
<ul> <li>Co-operative societies</li> </ul>	• 24%

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

Non-resident Unit Holders may also be subject to tax in their respective jurisdictions and depending on the provisions of the relevant tax legislation and any double tax treaties with Malaysia, the Malaysian tax suffered may be creditable in the foreign tax jurisdictions.

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

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

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

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

#### 3.3 Tax Exempt Distribution

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

#### 3.4 Distribution Voucher

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

#### 3.5 Sale, Transfer or Redemption of Units

Any gains realised by a Unit Holder on the sale, transfer or redemption of his units are generally tax-free capital gains unless the Unit Holder is an insurance company, a financial institution or a person trading or dealing in securities. Generally, the gains realised by these categories of Unit Holders constitute business income on which tax is chargeable.

#### 3.6 Reinvestment of Distribution

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

#### 3.7 Unit Splits

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

#### 3.8 Service Tax

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

The legal fees, consultant fees and management fees may be subject to service tax at 6% if the service providers are registered for Services Tax. Effective from 1 January 2019, the imposition and scope of service tax has been widened to include any imported taxable service.

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

Yours faithfully

Mark Chan Keat Jin Executive Director Deloitte Tax Services Sdn Bhd

#### Appendix

#### Tax Exempt Income of Unit Trusts

- 1. Interest or discount paid or credited to any individual, unit trust and listed closed-end fund in respect of the following will be exempt from tax: -
  - Securities or bonds issued or guaranteed by the Government; or
  - Debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the SC; or
  - Bon Simpanan Malaysia issued by the Central Bank of Malaysia.

# THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 28 FEBRUARY 2023 HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 18 FEBRUARY 2022.

2. Income of a unit trust in respect of interest derived from Malaysia and paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 ("FSA") or the Islamic Financial Services Act 2013 ("IFSA") or any development financial institution regulated under the Development Financial Institutions Act 2002 ("DFIA").

Provided that the exemption shall not apply to the interest paid or credited to a unit trust that is a wholesale fund which is a money market fund.

- 3. Interest in respect of any savings certificates issued by the Government.
- 4. Interest paid or credited to any person in respect of Sukuk originating from Malaysia, other than convertible loan stock, issued in any currency other than RM and approved or authorized by, or lodged with, the SC or approved by the Labuan Financial Services Authority.
- 5. Interest received in respect of bonds and securities issued by Pengurusan Danaharta Nasional Berhad within and outside Malaysia.
- 6. Interest income derived from bonds (other than convertible loan stocks) paid or credited by any company listed in Malaysia Exchange of Securities Dealing and Automated Quotation Berhad ("MESDAQ") (now known as Bursa Malaysia Securities Berhad ACE Market).
- 7. Income derived from the Sukuk Issue which has been issued by the Malaysia Global Sukuk Inc.
- 8. Discount or profit received from the sale of bonds or securities issued by Pengurusan Danaharta Nasional Berhad or Danaharta Urus Sendirian Berhad within and outside Malaysia.
- 9. Income derived from the Sukuk Ijarah, other than convertible loan stock, issued in any currency by 1Malaysia Sukuk Global Berhad.
- 10. Gain or profit received from the investment in Islamic securities, other than convertible loan stock, which are issued in accordance with the principles of *Mudharabah, Musyarakah, Ijarah, Istisna'* or any other principle approved by the Shariah Advisory Council established by the SC under the Capital Markets and Services Act 2007.
- 11. Gains or profits in lieu of interest, derived from the Sukuk Wakala in accordance with the principle of *Al-Wakala Bil Istithmar*, other than a convertible loan stock, issued in any currency by Wakala Global Sukuk Berhad.
- 12. Income derived from Sukuk Kijang is exempted from the payment of income tax pursuant to Income Tax (Exemption) (No. 10) Order 2013. For the purpose of this order, "Sukuk Kijang" means the Islamic Securities of nominal value of up to two hundred and fifty million United States dollars (USD\$250,000,000) issued or to be issued in accordance with the Shariah principle of Ijarah by BNM Kijang Berhad.
- 13. Gains or profits derived, in lieu of interest, derived from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (USD1,500,000,000.00) in accordance with the principle of *Wakala Bil Istithmar*, other than a convertible loan stock, issued by the Malaysia Sovereign Sukuk Berhad.
- 14. Gains or profits derived, in lieu of interest from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (US\$1,500,000,000.00) in accordance with the principle of *Wakala*, other than a convertible loan stock, issued by the Malaysia Sukuk Global Berhad (formerly known as 1Malaysia Sukuk Global Berhad).
- 15. Income received by the Fund from Malaysia Building Society Berhad.

#### J. CHAPTER 10: ADDITIONAL INFORMATION

# THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 28 FEBRUARY 2023 HAS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS DATED 18 FEBRUARY 2022.

#### Page 52 of Prospectus – Section 10.3 Deed(s)

The disclosure under this section is hereby deleted and replaced with the following: -

Principal Deed	10 December 2021
First Supplemental Deed	9 December 2022

#### K. APPENDIX A: COMMITMENT APPROACH

#### Page 55 of Prospectus – APPENDIX A: COMMITMENT APPROACH

A new appendix is hereby inserted after Chapter 12 as follows: -

The global exposure of the Fund is calculated as the sum of the -

- (a) absolute value of the exposure of each individual derivative not involved in netting or hedging arrangements;
- (b) absolute value of the net exposure of each individual derivative after netting or hedging arrangements; and(c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC
- derivatives.

#### Netting arrangements

- (1) Netting arrangements may be taken into account to reduce the Fund's exposure to derivatives.
- (2) The Fund may net positions between-
  - (a) derivatives on the same underlying constituents, even if the maturity dates are different; or
  - (b) derivatives and the same corresponding underlying constituents, if those underlying constituents are transferable securities, money market instruments, or units or shares in collective investment schemes.

#### **Hedging arrangements**

- (1) Hedging arrangements may be taken into account to reduce the Fund's exposure to derivatives.
- (2) The marked-to-market value of transferable securities, money market instruments, or units or shares in collective investment schemes involved in hedging arrangements may be taken into account to reduce the exposure of the Fund to derivatives.
- (3) The hedging arrangement must-
  - (a) not be aimed at generating a return;
  - (b) result in an overall verifiable reduction of the risk of the Fund;
  - (c) offset the general and specific risks linked to the underlying constituent being hedged;
  - (d) relate to the same asset class being hedged; and
  - (e) be able to meet its hedging objective in all market conditions.

#### THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



# United ESG Series -EAFE Plus Fund

Manager:	UOB Asset Management (Malaysia) Berhad
	Registration No.: 199101009166 (219478-X)
Trustee:	Deutsche Trustees Malaysia Berhad
	Registration No.: 200701005591 (763590-H)

This Prospectus is dated 18 February 2022.

The date of constitution of the United ESG Series - EAFE Plus Fund is 18 February 2022.

UNITED ESG SERIES - EAFE PLUS FUND IS A QUALIFIED SUSTAINABLE AND RESPONSIBLE INVESTMENT FUND UNDER THE GUIDELINES ON SUSTAINABLE AND RESPONSIBLE INVESTMENT FUNDS.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 10.



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### RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

#### **Responsibility Statements**

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

#### **Statements of Disclaimer**

The Securities Commission Malaysia has authorised the United ESG Series - EAFE Plus Fund and a copy of this Prospectus has been registered with the Securities Commission Malaysia.

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

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

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

#### Additional Statements

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

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

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), except in a transaction which does not violate the securities laws of the United States of America. Accordingly, 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

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 are 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.

	DEFINITION	
the Act or CMSA	The Capital Markets and Services Act 2007.	
AUD	Australian dollar, the official currency of Australia.	
AUD Hedged Class	Refers to a class of Units of the Fund which is denominated in AUD but will be hedged against the USD.	
Base Currency	The base currency of the Fund, i.e. USD.	
BNM	Bank Negara Malaysia.	
Business Day	A day on which Bursa Malaysia Securities Berhad is open for trading and commercial banks in Edinburgh are open for business.	
	We may declare certain Business Days to be a non-Business Day if the Fund's investment in foreign markets which are closed for business is at least 50% of the Fund's NAV. This is to ensure investors are given fair valuation of the Fund when making subscription or redemption.	
Class(es) of Units	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 a "Class" means any one class of Units.	
Commencement Date	The first (1st) Business Day after the end of the Initial Offer Period.	
Deed	The deed entered into between the Manager and the Trustee dated 10 December 2021, including any supplementary deed(s) in relation to the Fund and registered with the SC.	
EAFE	Europe, Australasia, and the Far East.	
ESG	Environmental, Social and Governance.	
Eligible Market	<ul> <li>A market that:</li> <li>(a) is regulated by a regulatory authority;</li> <li>(b) operates regularly;</li> <li>(c) is open to the public; and</li> <li>(d) has adequate liquidity for the purposes of the Fund.</li> <li>For investments in a foreign market*, a foreign market is an eligible market where it has satisfactory provisions relating to:</li> </ul>	
	<ul> <li>(a) the regulation of the foreign market;</li> <li>(b) the general carrying on of business in the market with due regard to the interests of the public;</li> <li>(c) adequacy of market information;</li> <li>(d) corporate governance;</li> <li>(e) disciplining of participants for conduct inconsistent with just and equitable principles in the transaction of business, or for a contravention of, or a failure to comply with the rules of the market; and</li> <li>(f) arrangements for the unimpeded transmission of income and capital from the foreign market.</li> </ul>	

\*Note:

Investments in a foreign market are limited to markets where the regulatory authority is an ordinary or associate member of the IOSCO.

## Prospectus in respect of the United ESG Series - EAFE Plus Fund

financial institution	<ul> <li>(a) if the institution is in Malaysia:</li> <li>(i) licensed bank*;</li> <li>(ii) licensed investment bank*; or</li> <li>(iii) licensed Islamic bank#; and</li> </ul>
	(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.
	<b>Note:</b> * has the same meaning as prescribed under the Financial Services Act 2013.
	<i># a bank licensed under the Islamic Financial Services Act 2013.</i>
Forward Price	The price of a Unit that is the NAV per Unit calculated at the next valuation point after a purchase request or a redemption request, as the case may be, is received by us.
Fund	United ESG Series - EAFE Plus Fund.
GBP	Pound Sterling, the official currency of the United Kingdom.
GBP Hedged Class	Refers to a class of Units of the Fund which is denominated in GBP but will be hedged against the USD.
Guidelines	The Guidelines on Unit Trust Funds, issued by the SC, as may be amended from time to time.
Initial Offer Period	In respect of a Class of Units, means the period described as such for that Class of Units in this Prospectus; during this period, Units are created, cancelled, sold and redeemed at the Initial Offer Price.
Initial Offer Price	A fixed price payable by an applicant for Units purchased or redeemed during the Initial Offer Period.
Investment Manager	Baillie Gifford Overseas Limited.
IOSCO	International Organisation of Securities Commissions.
IUTA	An institutional unit trust adviser registered with the Federation of Investment Managers Malaysia.
Jointholder	A person who holds Units together with another person or persons and "Jointholders" means the persons who are holding the same Units.
Manager, UOBAM(M), us, our, we	UOB Asset Management (Malaysia) Berhad.
MYR Hedged Class	Refers to a class of Units of the Fund which is denominated in MYR but will be hedged against the USD.
Net Asset Value (NAV)	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.
NAV per Unit	The NAV attributable to a Class of Units divided by the number of Units in circulation of that Class of Units, at the valuation point.
отс	Over-the-counter.

### Prospectus in respect of the United ESG Series - EAFE Plus Fund

Prospectus	This prospectus, which is the first prospectus for the Fund.	
RM / MYR	Ringgit Malaysia, the official currency of Malaysia.	
RMB	Renminbi, the official currency of Mainland China.	
RMB Hedged Class	Refers to a class of Units of the Fund which is denominated in RMB but will be hedged against the USD.	
SC	Securities Commission Malaysia.	
SGD	Singapore dollar, the official currency of Singapore.	
SGD Hedged Class	Refers to a class of Units of the Fund which is denominated in SGD but will be hedged against the USD.	
Special Resolution	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 representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.	
Trustee / DTMB	Deutsche Trustees Malaysia Berhad.	
Unit	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.	
Unit Holder	The person registered as the holder of a Unit or Units including persons jointly registered.	
USD	United States Dollar, the official currency of United States of America.	
USD Class	Refers to a class of Units of the Fund which is denominated in USD.	
U.S. (United States) Person	<ul> <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> <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>	

*Note:* Unless the context otherwise requires, words importing the singular number should include the plural number and vice versa.

## **CORPORATE DIRECTORY**

#### Manager

Name:	UOB Asset Management (Malaysia) Berhad Registration No.: 199101009166 (219478-X)
Registered Office and Business Address:	Level 22, Vista Tower The Intermark 348, Jalan Tun Razak 50400 Kuala Lumpur Malaysia
Telephone number: Facsimile number: Email Address: Website:	03-2732 1181 03-2164 8188 UOBAMCustomerCareMY@UOBgroup.com www.uobam.com.my
Trustee	
Name:	Deutsche Trustees Malaysia Berhad Registration No.: 200701005591 (763590-H)
Registered Office and Business Address:	Level 20, Menara IMC No.8, Jalan Sultan Ismail 50250 Kuala Lumpur Malaysia
Telephone number:	

### **CHAPTER 1: THE FUND**

#### 1.1 Name of the Fund

United ESG Series - EAFE Plus Fund

#### 1.2 Fund Category

Equity

#### 1.3 Fund Type

Growth

#### 1.4 Base Currency

USD

#### 1.5 Class(es) of Units

- AUD Hedged Class
- GBP Hedged Class
- MYR Hedged Class
- RMB Hedged Class
- SGD Hedged Class
- USD Class

We have the discretion to introduce new Class(es) of Units with different features which include but are not limited to currency denomination, fees, charges and transactions details without the need to obtain Unit Holder's approval, provided that in our opinion after consulting the Trustee, such new Class(es) of Units does not materially prejudice the interests of the existing Unit Holders. In the event that new Class(es) of Units is included in the Fund, Unit Holders will be notified by way of notice prior to the effective date of the new Class(es) of Units in accordance to the relevant laws. Subsequently, a supplementary prospectus or replacement prospectus will be registered, lodged and issued.

#### 1.6 Initial Offer Period

A period of twenty-one (21) days which is from 18 February 2022 to 10 March 2022.

#### 1.7 Initial Offer Price

AUD Hedged	GBP Hedged	MYR Hedged	RMB Hedged	SGD Hedged	USD Class
Class	Class	Class	Class	Class	
AUD0.5000	GBP0.5000	RM0.5000	RMB0.5000	SGD0.5000	USD0.5000

If the Fund/ Class(es) has no subscription during the Initial Offer Period, the selling price for a subscription of Units of the Fund/ Class(es) received on a Business Day immediately after the Initial Offer Period shall be the Initial Offer Price.

#### 1.8 Commencement Date

The first (1st) Business Day after the end of the Initial Offer Period.

#### 1.9 Investment Objective

The Fund seeks to provide investors with long term capital appreciation by investing primarily in equities.

# Any material change to the investment objective of the Fund would require Unit Holder's approval.

#### 1.10 Investment Policy and Strategy

The Fund seeks to achieve its investment objective by investing a minimum of 90% of its NAV in equities and equity-related securities and the balance of the Fund's NAV that is not invested in equities and equity-related securities will be invested in liquid assets such as money market instruments and deposits. The Fund may opt to seek investment exposure via collective investment schemes for equities and equity-related securities.

The Fund will primarily focus its investment in equities and equity-related securities in the EAFE region including emerging markets. The Fund may also invest up to 15% of its NAV in equities and equity-related securities in the United States of America. However, the Fund will only invest in markets where the regulatory authorities are an ordinary or associate member of the IOSCO.

The Investment Manager employs a bottom-up approach focused on exceptional long-term international growth companies. It invests in businesses that are creating and benefiting from deep structural changes in the economy and society. Ideas can come from a wide variety of sources, including, but not limited to, research trips, company meetings, and relationships with industry thought leaders and academic institutions. Stock ideas are normally researched to assess a range of factors, including: long-term growth potential, geographic and industry positioning, competitive advantage, management, financial strength and valuation.

The Investment Manager believes that exceptional growth companies are rare and hence, it adopts a concentrated portfolio approach of 20-35 holdings. This enables the Investment Manager to focus its efforts on companies that it thinks are truly exceptional and where their area of investment edge is strongest.

The Investment Manager will adopt an active investment approach, and will generally seek to invest in companies for the long-term (5-10 years) although this will depend on market conditions and market outlook.

We and/or the Investment Manager may use derivatives instruments such as options, futures contracts, forward contracts or swaps for hedging purposes. In the event of a downgrade in the rating of a counterparty of an OTC derivative, we and/or the Investment Manager reserve the right to deal with the OTC derivative in the best interest of the Unit Holders.

We may take temporary defensive positions that may be inconsistent with the Fund's principal investment strategy in attempting to respond to adverse economic, political or any other market conditions. In such circumstances, we may allocate up to 100% of the Fund's NAV into money market instruments and deposits, which are defensive in nature.

#### Sustainable and Responsible Investment Strategy

The Fund's investment policy and strategy adopts ESG considerations that are firmly built into the broader process of fundamental analysis with the aim to maximize long-term returns. As part of the ESG considerations, the Investment Manager focuses on the corporate governance and sustainability of companies by seeking to understand how management and their culture support a company, and if the company makes the world better.

#### Prospectus in respect of the United ESG Series - EAFE Plus Fund

The Investment Manager uses an "Environmental & Social Impact Pyramid" as a means of understanding the level of environmental and social impact a company has. The Investment Manager would only invest in companies which fit in one of the following three strata: to act responsibly, to contribute to beneficial change, or to be critical to beneficial change.

The Investment Manager spends a significant amount of time assessing the quality, integrity, motivation and culture of management teams, and then acting upon their convictions. This process is also iterative, as the Investment Manager continuously monitors and reviews the companies that the Fund invests in, including those ESG factors that are relevant to the investment case.

The Fund will not invest into companies that produce controversial weapons or in companies providing products or services that are integral to, and tailor-made for, the dissemination or use of controversial weapons.

For collective investment schemes, we will rely on the ESG methodology of the said collective investment schemes.

The Investment Manager will review the Fund's portfolio on an ongoing basis to ensure the investments of the Fund are consistent with their analysis and investment decisions, including relevant ESG factors as they are highlighted on a case-by-case basis in the Investment Manager's research framework. This is to ensure the investments of the Fund are consistent with the sustainability considerations adopted by the Fund and the overall impact of such investments of the Fund is not inconsistent with any other sustainability considerations. If the Fund's investments in equities and equity-related securities become inconsistent with the sustainability considerations of the Fund, the Investment Manager will continue to monitor and engage with a company directly to express its concern and where necessary, to encourage change through active ownership and voting as any ESG challenges can take time to resolve i.e. typically more than one (1) year. After necessary analysis and engagement, if any of the Fund's investments in equities and equity-related securities remain inconsistent with the Investment Manager's expectation, the said investment will be sold. For collective investment schemes, if the investment becomes inconsistent with the sustainability considerations of the Fund, the said collective investment schemes shall be disposed within three (3) months. However, the Fund may hold the investment in collective investment schemes for more than three (3) months in the event that the market value of the collective investment schemes is below the original investment costs.

#### 1.11 Asset Allocation

- At least 90% of the Fund's NAV in equities and equity-related securities.
- Up to 10% of the Fund's NAV in liquid assets.

#### 1.12 Performance Benchmark

MSCI ACWI ex US Index

The performance benchmark is available at www.msci.com. Investors may also obtain information on the benchmark from us. Please refer to the Corporate Directory section on page 5 for contact details.

The risk profile of the Fund is not the same as the risk profile of the performance benchmark. There is no guarantee that the Fund will outperform the benchmark.

#### 1.13 Investors' Profile

The Fund is suitable for investors who:

- are seeking long term capital appreciation on their investments;
- have a high risk tolerance; and
- want to have investment exposure to the EAFE region including emerging markets.

#### 1.14 Distribution Policy

Distribution (if any) is incidental, subject to the availability of income and at our discretion.

For further details on the mode of distribution, please refer to Section 3.11 Mode of Distribution.

#### 1.15 **Permitted Investments**

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 to invest in the following:

- 1. equities and equity-related securities traded in or under the rules of an Eligible Market where the regulatory authority is an ordinary or associate member of the IOSCO;
- 2. unlisted securities including securities not listed or quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing or quotation and are offered directly to the Fund by the issuer;
- 3. deposits placed with financial institutions;
- 4. money market instruments traded in or under the rules of an Eligible Market;
- 5. derivatives instruments, including but not limited to options, futures contracts, forward contracts and swaps, for hedging purposes;
- 6. all types of collective investment schemes; and
- 7. any other form of investment as may be agreed upon between us and the Trustee from time to time.

#### 1.16 Investment Restrictions and Limits

- The aggregate value of the Fund's investments in unlisted securities, units or shares in leveraged ETFs and units or shares in inverse ETFs must not exceed 10% of the Fund's NAV. However, this limit does not apply to unlisted securities that are equities not listed and quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing and quotation, and are offered directly to the Fund by the issuer.
- 2. The value of the Fund's investments in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.
- 3. The value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV.
- 4. The value of the Fund's placement in deposits with any single financial institution must not exceed 20% of the Fund's NAV.
- 5. For investment in derivatives:
  - (a) the exposure to the underlying assets must not exceed the investment spread limits stipulated in the Guidelines;
  - (b) the value of the Fund's OTC derivative transaction with any single counter-party must not exceed 10% of the Fund's NAV; and
  - (c) the Fund's exposure from derivatives position should not exceed the Fund's NAV at all time.
- 6. The aggregate value of the Fund's investments in transferable securities, money market instruments, deposits and OTC derivatives issued by or placed with, as the case may be, any single issuer/financial institution must not exceed 25% of the Fund's NAV.
- 7. The value of the Fund's investments in units/shares of any collective investment scheme must not exceed 20% of the Fund's NAV.

- 8. The value of the Fund's investments in transferable securities and money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV.
- 9. The Fund's investments in transferable securities (other than debentures) must not exceed 10% of the securities issued by any single issuer.
- 10. The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. However, this limit does not apply to money market instruments that do not have a pre-determined issue size.
- 11. The Fund's investments in collective investment schemes must not exceed 25% of the units/shares in any one collective investment scheme.

The above stated restrictions and limits shall be complied with at all times based on the most up-todate value of the Fund's assets. However, a 5% allowance in excess of any restriction or limit may be permitted where the restriction or limit is breached through the appreciation or depreciation in the NAV of the Fund (as a result of an appreciation or depreciation in value of the Fund's assets or as a result of the redemption of Units or payment made out of the Fund). Once the relevant restriction or limit is breached, no further acquisitions of the particular investment involved shall be made and we should, within a reasonable period of not more than three (3) months from the date of the breach, take all necessary steps and actions to rectify the breach. There are no restrictions and limits imposed on instruments issued or guaranteed by the Malaysian government or BNM.

#### 1.17 Risk Factors

#### 1.17.1 General Risks of Investing in a Unit Trust Fund

Whilst we believe that the investment policy will be effective and that investment in unit trust funds may be rewarding, investors should be aware that there are risks associated with their investment in unit trust funds. Below are some of the **general risks** which investors should be aware of when investing in a unit trust fund:

#### Market Risk

Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political and/or other factors, which will result in a decline in the fund's net asset value.

#### Manager Risk

This risk refers to the day-to-day management of the fund by the management company which will impact the performance of the fund. For example, investment decisions undertaken by the management company, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the deed, relevant law or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the fund.

#### Inflation Risk

This is the risk that investors' investment in the unit trust fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the value of the investment in monetary terms has increased.

#### Non-compliance Risk

Non-adherence with the laws, rules, regulations, prescribed practices, internal policies and procedures may result in tarnished reputation, limited business opportunities and reduced expansion potential for the management company. Investment goals may also be affected should the management company not adhere to the investment mandate (such as a unit trust 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 management company) or system failure (causing unnecessary downtime). The magnitude of such risk and its impact on the unit trust fund and/or unit holders are dependent on the nature and severity of the non-compliance. In order to mitigate this risk, the management company has stringent internal controls and ensure that compliance monitoring processes are undertaken.

#### Loan Financing Risk

This risk occurs when investors take a loan or financing facility to finance their investment. The inherent risk of investing with borrowed money includes investors being unable to service the loan repayments. In the event units are used as collateral, an investor may be required to top-up the investors' existing instalment if the prices of units fall below a certain level due to market conditions. Failing which, the units may be sold at a lower net asset value per unit as compared to the net asset value per unit at the point of purchase towards settling the loan.

#### 1.17.2 Specific Risks associated with the investment portfolio of the Fund

Below are some of the **specific risks** when investing in the Fund; these may include but are not limited to:-

#### Credit and Default Risk

Credit risk relates to the creditworthiness of the issuers of money market instruments and/or financial institutions where the deposits are placed and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer of the money market instruments and/or financial institutions where the deposits are placed may impact the value as well as liquidity of the money market instruments and/or deposits. In the case of rated money market instruments and financial institutions, this may lead to a credit downgrade.

Default risk relates to the risk that an issuer of money market instruments or a financial institution where the deposits are placed either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the money market instruments and deposits. This could adversely affect the NAV of the Fund.

#### Interest Rate Risk

Interest rate risk refers to the impact of interest rate changes on the valuation of money market instruments. When interest rates rise, money market instruments prices generally decline and this may lower the market value of the Fund's investment in money market instruments. The reverse may apply when interest rates fall. Meanwhile, money market instruments with longer maturities and lower coupon/interest rates are more sensitive to interest rate changes.

In addition, the Fund's placement in deposits will also be affected by interest rate changes. In the event of a decreasing interest rate environment, banks may offer deposits with lower interest rates, effectively reducing the potential returns of deposits. Interest rates offered by the financial institutions will fluctuate according to the Overnight Policy Rate ("OPR") determined by BNM and this has direct correlation with the Fund's investment in deposits. The Fund will enjoy higher interest income when interest rates rise and vice versa. Upon the revision of the OPR, rates for pre-existing deposit placements will remain unchanged. The change in the OPR will only affect new placements made after such change.

#### Liquidity Risk

Liquidity risk refers to the ease of liquidating an investment depending on the investment's volume traded in the market. If the Fund hold securities that are illiquid, or are difficult to dispose of, the value of the Fund may be negatively affected when it has to sell such securities at an unfavourable price.

#### Equity Risk

As the Fund will be investing in equities, the Fund will be affected by equity risk. Generally, equity risk may arise in the following forms, i.e., equity risks related to external factors and equity risks related to company-specific factors. All of these related equity risks can adversely affect the prices of equities, which would negatively impact the performance of the Fund. Equity risks related to external factors include economic, political or general market factors which impact equities generally. For example, adverse political developments may cause the economy of the country in which the Fund invests to become unstable, which in turn affects the profitability of a company that operates in that country due to weakening of the economy.

Equity risks related to company-specific factors include how the companies in which the Fund invests are managed; the performance of any given company depends on the quality of its management. A company that has competent management with the necessary experience and skill sets will contribute to the effectiveness of the operations of the company as indicated by such metrics as revenue growth

and profitability. Company-specific factors also include how the company is doing relative to its competitors or other companies in its industry or related industries.

These types of equity risks can work individually or in combination to negatively affect the value of equities held by the Fund.

#### **Country Risk**

The Fund is also subject to country risk. The value of the assets of the Fund may also be affected by the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of the countries in which the Fund may invest in. Further, when investing in foreign markets, there are countries which may require prior approvals before investments can take place. For example, if and when the Fund invest in countries such as Taiwan and South Korea, such countries require the prior application or registration of an investment license or investor code before any investment can be made in these countries. As such, if investments in such countries are undertaken, there may be a risk that the registration or license may be revoked or is not renewed by the relevant authority and the Fund's investment in these countries may be affected. The effect on the Fund's investments will depend on the regulatory requirements of the respective countries. For example, if a foreign market requires the Fund to obtain an investment license which is subject to renewal and if such investment license is not renewed in a timely manner, this may result in the Fund's investment account in that country being frozen by the regulator resulting in investment activities for the Fund in that country being suspended. To mitigate this, we will monitor closely the adherence of investment regulatory requirements.

#### **Currency Risk**

#### Currency risk at the Fund level

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.

#### Currency risk at the Class level

Any fluctuation in the exchange rates between the Base Currency and the currency denomination of the respective Class(es) which are different from the Base Currency may also have an impact on the value of investor's holdings.

Investors of the hedged Class(es) will be subject to minimal currency risk as we will as much as practicable mitigate this risk by hedging the currency denomination of the hedged Class(es) against the Base Currency of the Fund, i.e. USD. Investors should note that this hedging may not fully eliminate the currency risk on the hedged Class(es). In addition, by employing this hedging, investors would not be able to enjoy the additional currency gains when Base Currency moves favourably against the currency denomination of the hedged Class(es). Additional transaction costs of hedging will also be borne by investors of the hedged Class(es).

Investors in the USD Class will not be subject to currency risk at the Class level as it is denominated in the same currency as the Base Currency of the Fund.

#### **Concentration Risk**

Concentration risk arises when the Fund's investments are concentrated in a limited number of equities. As such, adverse price movements of equities invested by the Fund may have a greater impact on the value of the Fund compared to funds which invest in a portfolio with a larger number of equity holdings.

#### Investment Manager Risk

Since we have delegated the investment management function of the Fund to the Investment Manager, we are dependent on the Investment Manager's capabilities to execute the Fund's investment strategies delegated to the Investment Manager. A failure on the part of the Investment Manager to display the requisite experience and expertise expected of them in making investment decisions for the Fund may jeopardize the Fund's performance and returns.

#### 1.17.3 Risk Mitigation

We and/or the Investment Manager will take prudent and reasonable steps to mitigate the risks associated with the Fund by taking the following steps:

- (a) undertake rigorous research to understand the risks and rewards before making an investment;
- (b) ensure diversification in accordance with the strategy's diversification guidelines;
- (c) as a bottom up, fundamental strategy, consider broader economic and geopolitical developments to the extent that they materially affect an individual stock's investment case; and
   (d) continually review the pertfelie on a bottom up basis over our long term investment herizon
- (d) continually review the portfolio on a bottom-up basis, over our long-term investment horizon.

THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH POTENTIAL INVESTORS SHOULD CONSIDER BEFORE INVESTING INTO THE FUND. POTENTIAL 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 PROSPECTUS AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.

### CHAPTER 2: FEES, CHARGES AND EXPENSES

There are fees and charges directly incurred when you purchase or redeem Units of the Fund. All fees and charges quoted below are <u>exclusive</u> of taxes and/or duties imposed by law or required to be paid in connection with the products or services provided by us and/or the Trustee.

#### 2.1 Sales Charge

Manager	Up to 5.00% of the NAV per Unit of the Class.	
Authorised distributors	Up to 5.00% of the NAV per Unit of the Class.	

#### Note:

The sales charge is applicable to all Classes of Units.

Investors should note that sales charge levied may vary when you purchase Units from different authorised distributors or from us, 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, we have the discretion to waive and/or reduce the sales charge.

Please refer to Section 3.2 Pricing of Units for information on how the sales charge is calculated.

#### 2.2 Redemption Charge

Nil.

#### 2.3 Transfer Fee

AUD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	SGD Hedged Class	USD Class			
AUD 15.00	GBP 15.00	RM 15.00	RMB 15.00	SGD 15.00	USD 15.00			
per transfer, subject to our discretion.								

#### 2.4 Switching Fee

A differential sales charge on the amount switched will be imposed for switching from a Class of Units to other fund(s) (or its classes) denominated in the same currency managed by us.

Please refer to Section 3.9 Switching Facility for further details.

#### 2.5 Other Charges

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.

There are fees and expenses indirectly incurred when you invest in the Fund. All fees and expenses quoted below are <u>exclusive</u> of taxes and/or duties imposed by law or required to be paid in connection with the products or services provided by us and/or the Trustee.

#### 2.6 Annual Management Fee

Up to 1.80% per annum of the NAV of the Class, calculated and accrued on a daily basis.

#### Note:

We may at our discretion, from time to time, charge an annual management fee that is lower than that stated above.

Please refer to Section 3.1.1 Computation of NAV and NAV per Unit of the Fund on how the annual management fee is calculated.

#### 2.7 Annual Trustee Fee

Up to 0.06% per annum of the NAV of the Fund, subject to a minimum of RM15,000 per annum, calculated and accrued on a daily basis (excluding foreign custodian fees and charges, where applicable).

Please refer to Section 3.1.1 Computation of NAV and NAV per Unit of the Fund on how the annual trustee fee is calculated.

#### 2.8 Other Expenses

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 but are not limited to the following: -

- audit fees;
- commission or fees paid to brokers or dealers;
- foreign custodian fees and charges, if any;
- tax adviser's fee;
- taxes and other duties imposed by the government and/or other authorities;
- valuation fees incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- independent investment committee members fee;
- costs for modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- costs of convening meetings of Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- bank charges and cost of borrowing;
- costs and fees for the printing and posting of annual and interim reports;
- lodgment fee for Fund's reports;
- costs, fees and expenses incurred for the subscription and maintenance of the benchmark index;
- any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and
- any other expenses allowed under the Deed.

# 2.9 Policy on Rebates and Soft Commissions

# 2.9.1 The Manager's disclosures

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 and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments such as fundamental databases, financial wire services, technical analysis software and stock quotation system incidental to investment management of the Fund and such dealings are executed on terms which are the most favourable for the Fund are retained by us.

# 2.9.2 Investment Manager's disclosures

The Investment Manager will 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 and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments such as fundamental databases, financial wire services, technical analysis software and stock quotation system incidental to investment management of the Fund and such dealings are executed on terms which are the most favourable for the Fund are retained by the Investment Manager.

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

# **CHAPTER 3: TRANSACTION INFORMATION**

#### 3.1 Sale and Purchase of Units

#### 3.1.1 Computation of NAV and NAV per Unit of the Fund

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. For the purpose of computing the annual management fee and annual trustee fee, the NAV of the Fund is inclusive of the management fee and trustee fee for the relevant day.

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 Base Currency will be translated to Base Currency for valuation purposes. The foreign exchange rate used for this purpose shall be the bid foreign exchange rate quoted by Refinitiv or other reputable information service providers at 4:00 p.m. United Kingdom time 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.

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

		Fund	AUD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	SGD Hedged Class	USD Class
	Units in circulation	628,000,000	30,000,000	14,000,000	400,000,000	106,000,000	40,000,000	38,000,000
	Opening NAV in USD	115,000,000	12,000,000	10,000,000	50,000,000	8,000,000	15,000,000	20,000,000
	Multi-class ratio	100.00	10.43	8.70	43.48	6.96	13.04	17.39
Add	Income for the day	250,000.00	26,087	21,739	108,696	17,391	32,609	43,478
Less	Expenses for the day	(250,000.00)	(26,087)	(21,739)	(108,696)	(17,391)	(32,609)	(43,478)

Add	Currency forward gain/loss	14,000	20,000	10,000	15,000	(18,000)	(13,000)	-
	NAV before deducting management fee and trustee fee for the day	115,014,000	12,020,000	10,010,000	50,015,000	7,982,000	14,987,000	20,000,000
Less	Management fee for the day at 1.80% per annum	(5,672)	(593)	(494)	(2,466)	(394)	(739)	(986)
	Trustee fee for the day at 0.06% per annum	(189)	(20)	(16)	(82)	(13)	(25)	(33)
	NAV	115,008,139	12,019,388	10,009,490	50,012,451	7,981,593	14,986,236	19,998,981
	NAV per Unit of the AUD Hedged Class							
	NAV of the Fund attributable to the AUD Hedged Class in USD		12,019,388					
Divide	Units in circulation		30,000,000					
	NAV per Unit of AUD Hedged Class in USD (rounded to 4 decimal places)		<u>USD0.4006</u>					
Divide	Exchange rate (assume 1 AUD = 0.75 USD)		0.75					
	NAV per Unit of AUD Hedged Class (rounded to 4 decimal places)		<u>AUD0.5342</u>					

	NAV per Unit of the GBP Hedged Class					
	NAV of the Fund attributable to the GBP Hedged Class in USD		10,009,490			
Divide	Units in circulation		14,000,000			
	NAV per Unit of GBP Hedged Class in USD (rounded to 4 decimal places)		<u>USD0.7150</u>			
Divide	Exchange rate (assume 1 GBP = 1.38 USD)		1.38			
	NAV per Unit of GBP Hedged Class (rounded to 4 decimal places)		<u>GBP0.5181</u>			
	NAV per Unit of the MYR Hedged Class					
	NAV of the Fund attributable to the MYR Hedged Class in USD			50,012,451		
Divide	Units in circulation			400,000,000		
	NAV per Unit of MYR Hedged Class in USD (rounded to 4 decimal places)			<u>USD0.1250</u>		

Divide	Exchange rate (assume 1 MYR = 0.24 USD)		0.24			
	NAV per Unit of MYR Hedged Class (rounded to 4 decimal places)		<u>RM0.5210</u>			
	NAV per Unit of the RMB Hedged Class					
	NAV of the Fund attributable to the MYR Hedged Class in USD			7,981,593		
Divide	Units in circulation			106,000,000		
	NAV per Unit of RMB Hedged Class in USD (rounded to 4 decimal places)			<u>USD0.0753</u>		
Divide	Exchange rate (assume 1 RMB = 0.15 USD)			0.15		
	NAV per Unit of RMB Hedged Class (rounded to 4 decimal places)			<u>RMB0.5020</u>		
	NAV per Unit of the SGD Hedged Class					
	NAV of the Fund attributable to the SGD Hedged Class in USD				14,986,236	

Divide	Units in circulation			20,000,000	
	NAV per Unit of SGD Hedged Class in USD (rounded to 4 decimal places)			<u>USD0.3747</u>	
Divide	Exchange rate (assume 1 SGD = 0.74 USD)			0.74	
	NAV per Unit of SGD Hedged Class (rounded to 4 decimal places)			<u>SGD0.5063</u>	
	NAV per Unit of the USD Class				
	NAV of the Fund attributable to the USD Class				19,998,981
Divide	Units in circulation				19,000,000
	NAV per Unit of USD Class (rounded to 4 decimal places)				<u>USD0.5263</u>

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

### 3.2 Pricing of Units

We adopt the single pricing policy which is in line with the SC's requirement for the Malaysian unit trust industry. Under this regime, both the selling price and buying price of Units will be quoted based on a single price, i.e. the net asset value per unit of the fund.

The daily NAV per Unit of the Fund is valued at the next valuation point after a purchase request or a redemption request is received by us, i.e., on Forward Price basis.

#### Example:

#### Making an investment

Assuming the NAV per Unit on 6 December 2022 for MYR Hedged Class is RM0.5010 and there is a sales charge of 5.00% of the NAV per Unit of the Class imposed by us; if a Unit Holder intends to invest a sum of RM10,000.00 in the MYR Hedged Class, the amount that a Unit Holder will have to pay as sales charge will therefore be:-

Sales charge	=	5.00% x (amount to be invested)
	=	5.00% x RM10,000
	=	RM500

The total amount that will have to be paid to us will therefore be:

Total to be paid	=	amount to be invested + sales charge
	=	RM10,000 + RM500
	=	RM10,500

The number of Units that will be allocated to the Unit Holder will therefore be:

Units allocated to the Unit Holder	=	<u>amount to be invested</u> NAV per Unit
	=	<u>RM10,000</u> RM0.5010
	=	<u>19,960.08 Units</u>

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

#### Redeeming an investment

Assuming the NAV per Unit on 13 December 2022 for MYR Hedged Class is RM0.5020 and there is no redemption charge for this Fund; if a Unit Holder intends to redeem 10,000 Units from the MYR Hedged Class, the amount that we will have to pay to Unit Holder will therefore be:-

Units redeemed by Unit Holder	=	10,000 Units
Amount payable to Unit Holder	=	Units redeemed x NAV per Unit – redemption charge
	=	10,000 units x RM0.5020 - 0%
	=	<u>RM5,020.00</u>

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

#### Incorrect Pricing

Subject to any relevant law, if there is an error in the pricing of the NAV per Unit of the Fund, we will take immediate remedial action to correct the error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.5% of the NAV per Unit:

- (a) if there is an over pricing in relation to the purchase and creation of Units, the Fund shall reimburse the Unit Holder;
- (b) if there is an over pricing in relation to the redemption of Units, we shall reimburse the Fund;
- (c) if there is an under pricing in relation to the purchase and creation of Units, we shall reimburse the Fund; and
- (d) if there is an under pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

We retain the discretion whether or not to reimburse if the error is below 0.5% of the NAV per Unit or where the total impact on a Unit Holder's account of each Class of Units is less than RM10.00 or an equivalent denomination in the currency that a particular Class of Units is denominated, if applicable. This is because the reprocessing costs may be greater than the amount of the adjustment.

# Policy on rounding adjustment

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

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

# 3.3 Sale of Units

Class(es) of Units	AUD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	SGD Hedged Class	USD Class		
Minimum Initial Investment	AUD 1,000	GBP 1,000	RM 1,000	RMB 1,000	SGD 1,000	USD 1,000		
	or such othe	or such other lower amount as we may from time to time decide.						
Minimum Additional Investment	AUD 100	GBP 100	RM 100	RMB 100	SGD 100	USD 100		
investment	or such othe	er lower amou	unt as we mag	y from time to	time decide.			

Application for Units must be received by us on or before the cut-off time of 4:00 p.m. on any Business Day. Any application received after 4:00 p.m. on any Business Day will be taken as an application made on the next Business Day.

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

- (a) our head office; or
- (b) our authorised distributors throughout Malaysia.

For the convenience of applicants, all authorised distributors are authorised to accept the application forms accompanied by the necessary remittance for onward transmission to us. You may contact any of our authorised distributors listed in Chapter 12 List of UOB Asset Management (Malaysia) Berhad's Office, Institutional Unit Trust Advisers and Authorised Distributors.

Note: We reserve 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 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 AN INVESTOR INVESTS IN UNITS THROUGH AN IUTA WHICH ADOPTS THE NOMINEE SYSTEM OF OWNERSHIP, THE INVESTOR WOULD NOT BE CONSIDERED TO BE A UNIT HOLDER UNDER THE DEED AS THE INVESTOR'S NAME WILL NOT APPEAR IN THE REGISTER OF UNIT HOLDERS. THE 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 Hedged Class, SGD Hedged Class and RMB Hedged Class.

For illustration purposes, assume the exchange rate of USD and RM is 4.00, and you have USD10,000 to invest. The USD Class is priced at USD0.5000, while the MYR Hedged Class is priced at RM0.5000. By purchasing Units in the MYR Hedged Class, you will receive more Units for every USD invested in the Fund, i.e. 80,000 Units, compared to purchasing Units in USD Class, i.e. 20,000 Units.

Upon a voting by poll, the votes by 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 or a Class of Units, 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.

# 3.4 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 we may accept and returning it to us on any Business Day; the redemption request form is available at our head office and also offices of our authorised distributors. There is no restriction on the number of times a Unit Holder can redeem.

The minimum redemption amount is 1,000 Units or such other lesser Units as we may from time to time decide.

However, if the redemption request leaves a Unit Holder with less than the required minimum holdings of Units in the account, we will request the Unit Holder to redeem the remaining Units in the Unit Holder's account.

Units redeemed on or before the cut-off time of 4:00 p.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 us (i.e., on a Forward Price basis).

Any redemption request received after 4:00 p.m. on any Business Day will be taken as a redemption request made on the next Business Day.

Redemption proceeds will be paid within:-

- ten (10) Business Days for AUD Hedged Class;
- ten (10) Business Days for GBP Hedged Class;
- eight (8) Business Days for MYR Hedged Class;
- eleven (11) Business Days for RMB Hedged Class;
- ten (10) Business Days for SGD Hedged Class; and
- nine (9) Business Days for USD Class,

from the date we receive a complete redemption request form.

# 3.5 Cooling-off Policy

A cooling-off right refers to the right of the Unit Holder to obtain a refund of his investment if he so requests within the cooling-off period (within six (6) Business Days from the date of receipt of application to purchase Units). This is to provide the Unit Holder with the opportunity to reverse his investment decision that could have been unduly influenced by certain external elements or factors. The cooling-off right is only given to an individual investor, other than those listed below, who is investing for the first time in any unit trust funds managed by us:-

- (i) our staff; and
- (ii) persons registered with a body approved by the SC to deal in unit trusts.

Within the cooling-off period, the refund to the Unit Holders for every Unit held by the Unit Holders shall be the sum of:-

- (a) the price of the Units on the day the Units were purchased; and
- (b) the sales charge originally imposed on the day the Units were purchased.

In other words, the Unit Holders shall be refunded with their original investment proceeds within ten (10) days of the date of receipt of the cooling-off notice from the Unit Holders.

# 3.6 Minimum Holdings

The minimum holding is 1,000 Units or such other lesser Units as we may from time to time decide.

# 3.7 Policy on Gearing

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

However, the Fund may borrow cash for the purpose of meeting redemption requests for Units and for short-term bridging requirements. We should ensure that:

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

Except for the securities lending as provided under the Securities Borrowing and Lending Guidelines, as well as complying with relevant rules and directives issued by Bursa Malaysia Securities Berhad, Bursa Malaysia Depository Sdn Bhd and Bursa Malaysia Securities Clearing Sdn Bhd, none of the cash or investments of the Fund may be lent. Further, the Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.

# 3.8 Transfer of Units

Units in the Fund are transferable subject to a minimum of 1,000 Units or such other lesser Units as we may from time to time decide, and any other terms and conditions as may be imposed by us.

However, if the transfer request leaves a Unit Holder with less than the required minimum holdings of Units in the account, we will request the Unit Holder to transfer the remaining Units from the transferor's account to the transferee's account.

A copy of the "Transfer Form" can be obtained from our head office and also offices of our authorised distributors.

# 3.9 Switching Facility

Unit Holders are allowed to switch from the Fund to other fund(s) (or its classes) managed by us provided that the currency denomination is the same and subject to our discretion.

The minimum switching amount is 1,000 Units and the amount switched must meet the minimum initial investment amount of the intended fund (or its classes) that the Unit Holder intends to switch into. However, if the switching request leaves a Unit Holder with less than the required minimum holdings of Units in the account, we will automatically switch the balance of the Units held in the Unit Holder's account.

Also, Unit Holders are to take note that we reserve the right to reject any switching requests if we are 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 our office and also offices of our authorised distributors. Subject to our discretion, we may impose switching fee.

The 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.

Note: Investors are advised to check the eligibility criteria if they intend to switch to a wholesale fund.

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

SWITCHING FROM	SWITCHING TO					
CURRENT FUND (OR ITS CLASSES)	INTENDED FUND (OR ITS CLASSES)					
	Fund with "no sales charge"	Fund with "lower sales charge"	Fund with "higher sales charge"			
Fund with "sales charge"	No sales charge.	No sales charge.	Differential sales charge on the amount switched.			
Fund with "no sales charge"	No sales charge.	Not applicable.	Differential sales charge on the amount switched.			

Please note that the net asset value per unit of the fund to be switched out and the net asset value per unit of the fund to be switched into may be of different Business Days.

# 3.10 Valuation of the Fund and Bases of Valuation of the Assets of the Fund

# 3.10.1 Valuation of the Fund

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

As the Fund will invest in foreign markets, 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 last relevant foreign market in which the Fund invests in.

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

Investment Instruments	Valuation Basis
Equities listed on any exchange	<ul> <li>Market price.</li> <li>However, if: <ul> <li>(a) a valuation based on the market price does not represent the fair value of the equities, e.g. during abnormal market conditions; or</li> <li>(b) no market price is available, including in the event of a suspension in the quotation of the equities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee,</li> </ul> </li> <li>then the equities should be valued at fair value, as determined in good faith by us based on the methods or bases approved by the Trustee after appropriate technical consultation.</li> </ul>
Collective investment schemes	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.
Unlisted securities	Fair value as determined in good faith by us, on methods or bases which have been verified by the auditors of the Fund and approved by the Trustee.
Money market instruments	Investments in money market instruments are valued at book cost, meaning cost of acquisition plus accretion of discount. For investments in commercial papers, valuation will be performed by reference to the fair value prices quoted by a bond pricing agency registered with the SC.
Deposits	For deposits placed with a financial institution, valuation will be performed by reference to the principal value provided by the financial institution that issues or provides such investments including interest accrued thereon for the relevant period, if any.
Derivatives	Derivative instruments positions will be marked to market using valuation prices quoted by the derivatives' provider as at the close of the Business Day of the respective markets on the same calendar day.

# 3.10.2 Bases for Valuation of the Assets of the Fund

Investment Instruments	Valuation Basis
Foreign exchange rate conversion	Where the value of an asset of the Fund is denominated in foreign currency, the assets are translated to the Base Currency for a Business Day using the bid foreign exchange rate quoted by Refinitiv, at United Kingdom time 4:00 p.m. on the same calendar day.
Any other instruments	Fair value as determined in good faith by us, on methods or bases which have been verified by the auditors of the Fund and approved by the Trustee.

# 3.11 Mode of Distribution

You are given the option to either:-

 a) Reinvest your income distribution Income distributed will be reinvested into your account in the form of additional Units at no cost, based on the NAV per Unit at the end of the Business Day of the income declaration date.

or

b) Receive your income distribution

The income distribution will be paid to you by way of transfer into a bank account held in your name.

You should note that income distribution (if any) which is less than 300 in the denominated currency of the Fund/Class, or such other amount as we may from time to time decide, will be automatically reinvested into your account in the form of additional Units at no cost, based on the NAV per Unit on the income declaration date. Income distribution (if any) that cannot be credited into your bank account after one (1) month from the date of payment will be automatically reinvested into your account in the form of additional Units at no cost, based on the NAV per Unit account in the form of additional Units at no cost, based on the NAV per Unit at the end of the fifteenth (15<sup>th</sup>) day after the said one (1) month period. In the event the fifteenth (15<sup>th</sup>) day falls on a non-Business Day, reinvestment will be made on the following Business Day.

If you do not state your option in the application form, the income distribution (if any) will be automatically reinvested into your account in the form of additional Units. You may also inform us or any of our authorised distributors in writing, at any time before the income declaration date of your wish of receiving cash payment or additional Units via reinvestment.

# UNIT PRICES AND DISTRIBUTIONS PAYABLE, IF ANY, MAY GO DOWN AS WELL AS UP.

# CHAPTER 4: THE MANAGER

# 4.1 Background Information

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 24 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.

# 4.2 Role, Duties and Responsibilities of the Manager

We are responsible for the day-to-day management, marketing and administration of the Fund, where our key functions include:-

- a) endeavouring to manage the Fund in a sound and professional manner in accordance with its investment objective, the provisions of this Prospectus and the Deed;
- b) endeavouring to properly administer the Fund and to arrange for sale and redemption of Units of the Fund;
- c) issuing the Fund's interim 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.

# 4.3 Board of Directors

The functions of the Board of Directors are to elaborate, decide, endorse or resolve all matters pertaining to us and the Fund at the board meetings that are held formally four times yearly or as and when circumstances require.

- Mr Wong Kim Choong (non-independent director)
- Mr Thio Boon Kiat (alternate to Mr Wong Kim Choong) (non-independent director)
- Ms Lim Suet Ling (non-independent director)
- Mr Seow Lun Hoo (non-independent director)
- Mr Seow Voon Ping (alternate to Mr Seow Lun Hoo) (non-independent director)
- Mr Lim Kheng Swee (non-independent director)
- Encik Syed Naqiz Shahabuddin bin Syed Abdul Jabbar (independent director)
- Mr Wong Yoke Leong (independent director)

# 4.4 Investment Committee

The investment committee's role and responsibilities include the following:-

- a) selecting appropriate strategies to achieve the proper performance of the Fund in accordance with the Fund's investment objective;
- b) ensuring that the strategies selected are properly and efficiently implemented by us; and
- c) actively monitor, measure and evaluate our fund management performance.

The investment committee meets four times yearly or as and when circumstances require.

# 4.5 Investment Team

The designated person responsible for fund management function is Mr Francis Eng Tuck Meng. His profile is as set out below:

#### Mr Francis Eng Tuck Meng - Chief Investment Officer

Francis 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. Francis is a Chartered Financial Analyst ("CFA") charterholder. He holds a Bachelor of Economics degree with a double major in Actuarial Studies and Finance.

#### 4.6 Material Litigation

As at 30 November 2021, we are not engaged in any litigation or arbitration proceedings, either as plaintiff or defendant which has a material effect on our financial position or any of our delegates, and the board of directors are not aware of any proceedings pending or threatened, or of any fact likely to give rise to any such proceedings which might materially and adversely affect our position or our business or any of our delegates.

#### 4.7 The Investment Manager

#### Baillie Gifford Overseas Limited

We have appointed Baillie Gifford Overseas Limited as the Investment Manager to manage the equities portion of the Fund. Baillie Gifford Overseas Limited was established in 1983 and provides investment management and advisory services to mutual funds and a variety of private accounts, including accounts managed on behalf of corporate and public pension plan sponsors, endowments, foundations, sovereign wealth funds, and family office clients. Baillie Gifford Overseas Limited is wholly owned by Baillie Gifford & Co, which has been offering investment management services for more than 110 years. Baillie Gifford Overseas Limited will be responsible for investing and managing the equities portion in accordance with the investment objective of the Fund, the Deed and subject to the Guidelines.

The designated portfolio managers of the Investment Manager who are responsible for the management of the equities portfolio are James Anderson, Lawrence Burns, Paulina Sliwinska and Spencer Adair. Their profiles are as set out below:

# James Anderson<sup>\*</sup> – Partner, Investment Manager

James is a co-manager of the International Concentrated Growth strategy and has been the manager and then joint manager of Scottish Mortgage Investment Trust since 2000. He Chaired the International Growth Portfolio Group from its inception in 2003 until July 2019 and remains comanager of Vanguard International Growth. In 2003, James also co-founded the Investment Manager's Long Term Global Growth Strategy. Prior to this, he headed the Investment Manager's European Equity Team. James has served as a member of the Advisory Board of the government sponsored Kay Review and as Chair of the subsequent industry working group that set up the UK Investor Forum. He joined Baillie Gifford in 1983 and became a Partner in 1987. James graduated Bachelor of Arts in History from the University of Oxford and after postgraduate study in Italy and Canada he gained a Master of Arts in International Affairs in 1982. He is a trustee of the Johns Hopkins University.

#### Lawrence Burns – Partner, Investment Manager

Lawrence is an investment manager of Baillie Gifford strategies that share a focus on transformative growth companies. He is a co-manager of the International Concentrated Growth strategy and has been a member of the International Growth Portfolio Construction Group since October 2012 and took over as Deputy Chair in July 2019. Lawrence is also a co-manager of Global Outliers. He joined Baillie Gifford in 2009, spent time working in both the Emerging Markets and UK Equity Departments, and became a partner in 2020. Lawrence graduated Bachelor of Arts in Geography from the University of Cambridge in 2009.

Note:

<sup>&</sup>lt;sup>\*</sup> James Anderson will retire from the firm at the end of April 2022.

# Prospectus in respect of the United ESG Series – EAFE Plus Fund

#### Paulina Sliwinska – Investment Manager

Paulina joined Baillie Gifford in 2013. She has worked with regional and global equity teams and is an analyst in the International Growth Team and co-manager of International Concentrated Growth. Paulina graduated Master of Arts with Honours Arabic & Politics from the University of Edinburgh in 2013 and is proficient or fluent in Arabic, French and Polish. She is a CFA Charterholder.

# Spencer Adair – Partner, Investment Manager

Spencer joined Baillie Gifford in 2000 and is an investment manager in the Global Alpha Team (since 2005) and Monks Investment Trust (since 2015). Spencer became an investment manager in the International Concentrated Growth strategy in September 2021. He became a Partner in 2013 and has also spent time working in the Fixed Income, Japanese, European and UK Equity Teams. Spencer managed the Investment Grade Long Bond Fund whilst being a Fixed Income investment manager and the European portion of wider Global portfolios whilst in the European Team. He has also spent time with the Investment Manager's Emerging Markets Team. Spencer graduated Bachelor of Science in Medicine from the University of St Andrews in 1997, followed by two years of clinical training in Edinburgh.

There is currently no material litigation and arbitration, including those pending or threatened, and any facts likely to give rise to any proceeding which might materially affect the business or financial position of the Investment Manager as at 30 November 2021.

Further information and/or update information on the Manager, key personnel of the Manager, the board of directors' profile, investment committee, management team, investment team, Investment Manager and etc. can be obtained from the Manager's website at <u>www.uobam.com.my</u>.

# CHAPTER 5: TRUSTEE

# 5.1 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 Deutsche Bank Group ("Deutsche Bank"). Deutsche Bank provides commercial and investment banking, retail banking, transaction banking and asset and wealth management products and services to corporations, governments, institutional investors, small and medium-sized businesses, and private individuals.

# 5.2 Experience in Trustee Business

DTMB is part of Deutsche Bank's Securities Services, which provides trust, custody and related services on a range of securities and financial structures. As at 30 November 2021, DTMB is the trustee for 200 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.

#### 5.3 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. 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.

# 5.4 Trustee's Disclosure of Material Litigation and Arbitration

As at 30 November 2021. the Trustee has not (a) engaged in any material litigation and arbitration, including those pending or threatened, or (b) aware of any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Trustee.

# 5.5 Trustee's Delegate (Custodian)

The Trustee has appointed DBMB as the custodian of the assets of the Fund. DBMB is a whollyowned 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.

#### 5.6 Trustee's Disclosure on Related-Party Transactions/Conflict of Interests

As the Trustee for the Fund and the Manager's delegate for the fund accounting and valuation services (where applicable), there may be related party transactions involving or in connection with the Fund in the following events:-

- (1) where the Fund invests in the products offered by Deutsche Bank AG and any of its group companies (e.g. money market placement, etc.);
- (2) where the Fund has obtained financing from Deutsche Bank AG and any of its group companies, as permitted under the SC's guidelines and other applicable laws;
- (3) where the Manager appoints DTMB to perform its back office functions (e.g. fund accounting and valuation); and
- (4) where DTMB has delegated its custodian functions for the Fund to DBMB.

DTMB will rely on the Manager to ensure that any related party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm's length basis as if between independent parties.

While DTMB has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. DTMB's commitment to act in the best interests of the Unit Holders does not preclude the possibility of related party transactions or conflicts.

# CHAPTER 6: SALIENT TERMS OF THE DEED

# 6.1 Rights and Liabilities of the Unit Holders

## **Rights of the Unit Holders**

A Unit Holder of the Fund has the right:

- 1) to receive distributions, if any, of the Fund;
- 2) to participate in any increase in the value of the Units;
- 3) to call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- 4) to receive annual and interim reports of the Fund; and
- 5) to enjoy such other rights and privileges as provided for in the Deed.

No Unit Holder shall be entitled to require the transfer to him of any of the assets of the Fund or be entitled to interfere with or question the exercise by the Trustee, or the Manager on its behalf, of the rights of the Trustee as the registered owner of such assets.

#### Liabilities of the 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) No Unit Holder shall by reason of any provision of the Deed and the relationship created between the Manager, the Trustee and the Unit Holders, or in any event whatsoever, 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 shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

# 6.2 Maximum Fees and Charges permitted by the Deed

Sales charge

10.00% of the NAV per Unit.

Redemption charge

5.00% of the NAV per Unit.

#### Annual management fee

2.00% per annum of the NAV of the Class, calculated and accrued on a daily basis.

#### Annual trustee fee

0.20% per annum of the NAV of the Fund, subject to a minimum of RM15,000 per annum, calculated and accrued on a daily basis (excluding foreign custodian fees and charges, where applicable).

# 6.2.1 Procedures to increase the maximum rate of the direct and indirect fees and charges as provided in the Prospectus

#### Sales Charge

The Manager may only charge a sales charge at a rate higher than that disclosed in the Prospectus if:

- (a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;
- (b) a supplementary prospectus or replacement prospectus in respect of the Fund setting out the higher charge is registered, lodged and issued; and
- (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplementary prospectus or replacement prospectus.

#### **Redemption Charge**

The Manager may only charge a redemption charge at a rate higher than that disclosed in the Prospectus if:-

- (a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;
- (b) a supplementary prospectus or replacement prospectus in respect of the Fund setting out the higher charge is registered, lodged and issued; and
- (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplementary prospectus or replacement prospectus.

#### Annual Management Fee

The Manager may only charge an annual management fee at a rate higher than that disclosed in the Prospectus if:

- (a) the Manager has come to an agreement with the Trustee on the higher rate;
- (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;
- (c) a supplementary prospectus or replacement prospectus stating the higher rate is registered, lodged and issued thereafter; and
- (d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplementary prospectus or replacement prospectus.

#### Annual Trustee Fee

The Trustee may only charge an annual trustee fee at a rate higher than that disclosed in the Prospectus if:

- (a) the Manager has come to an agreement with the Trustee on the higher rate;
- (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;
- (c) a supplementary prospectus or replacement prospectus stating the higher rate is registered, lodged and issued thereafter; and
- (d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplementary prospectus or replacement prospectus.

# 6.2.2 Procedures to increase the maximum rate of the direct and indirect fees and charge as set out in the Deed

The maximum sales charge, redemption charge, annual management fee or annual trustee fee set out in the Deed may not be increased unless a meeting of Unit Holders has been held in accordance with the Deed. A supplemental deed proposing a modification to the Deed to increase such charges or fees is required to be submitted for registration with the SC accompanied by a resolution of not less than two-thirds (2/3) of all Unit Holders at the meeting of Unit Holders sanctioning the proposed modification to the Deed.

#### 6.3 Permitted Expenses payable out of the Fund's property

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

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by the auditors of the Fund;
- (d) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- (e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the independent members of the investment committee, unless the Manager decides otherwise;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) costs and expenses incurred in relation to the distribution of income (if any);
- (p) costs and expenses incurred in relation to the borrowing under Clause 7.2.5 of the Deed;

- (q) (where the custodial function is delegated by the Trustee) charges and fees paid to subcustodians taking into custody any foreign assets or investments of the Fund;
- (r) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and lodgment of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law;
- (s) costs, fees and expenses incurred for the subscription and maintenance of the benchmark index; and
- (t) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (s) above.

# 6.4 The Manager's Right to Retire

The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee three (3) months' notice in writing of the Manager's desire so to do, or such other period as the Manager and the Trustee may agree upon, and subject to the fulfilment of the following conditions:

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

# 6.5 Removal and Replacement of the Manager

The Manager may be removed by the Trustee on the grounds that:

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

If any of the above occurs, the Manager shall upon receipt of a written notice from the Trustee cease to be the management company of the Fund by the mere fact of the Manager's receipt of the notice. The

Trustee shall, at the same time, by writing appoint some other corporation already approved by the relevant authorities to be the management company of the Fund; such corporation shall have entered into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund.

# 6.6 Retirement of the Trustee

The Trustee may retire upon giving three (3) months' notice to the Manager of its desire so to do, or such other period as the Manager and the Trustee shall agree, and may by deed appoint in its stead a new trustee approved by the relevant authorities and under any relevant law.

# 6.7 Removal and Replacement of the Trustee

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

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

The Trustee may be removed and such corporation may be appointed as trustee of the Fund by Special Resolution of the Unit Holders at a duly convened meeting.

# 6.8 Termination of the Fund

The Fund may be terminated or wound up should the following events occur:

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

Notwithstanding the aforesaid, the Manager may, in its sole discretion and without first obtaining the consent of the Unit Holders terminate the Fund if the Fund size is below RM10,000,000 or such other amount as the Manager and the Trustee may jointly deem it to be uneconomical for the Manager to continue managing the Fund.

Upon the termination of the Fund, the Trustee shall:

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

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provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unit Holders of Ringgit Malaysia Fifty cents (RM0.50) or its equivalent denomination in the currency that a particular class of Units is denominated, its foreign currency equivalent, if applicable, in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made.

In the event the Fund is terminated, the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed.

In any of the following events:

- (a) if the Manager has gone into liquidation, except for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee and the relevant authorities;
- (b) if, in the opinion of the Trustee, the Manager has ceased to carry on business; or
- (c) if, in the opinion of the Trustee, the Manager has to the prejudice of Unit Holders failed to comply with the provisions of the Deed or contravened any of the provisions of any relevant law;

the Trustee shall summon a Unit Holders' meeting for the purpose of seeking directions from the Unit Holders. If at any such meeting a Special Resolution to terminate and wind-up the Fund is passed by the Unit Holders, the Trustee shall apply to the court for an order confirming such Special Resolution.

#### 6.9 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. Notwithstanding the aforesaid, the Manager may, in its sole discretion and without first obtaining the consent of the Unit Holders to terminate a particular Class of Units if the size is below 10,000,000 in the denominated currency of that Class of Units or such other amount as the Manager and the Trustee may jointly deem it to be uneconomical for the Manager to continue managing the Class of Units.

If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class 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; and
- (b) the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units.

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.

#### 6.10 Unit Holders' Meeting

#### Quorum required for a Unit Holders' Meeting

The quorum required for a meeting of Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy, provided that if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation at the time of the meeting.

#### Meeting convened by the Unit Holders

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

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

provided always that the Manager shall not be obliged to summon such a meeting unless a direction has been received from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units.

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 Unit Holders of the Fund or of that Class of Units by:

- (a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the relevant Unit Holders;
- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and
- (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

#### Meeting convened by the Manager

The Manager may summon a meeting of Unit Holders for any purpose whatsoever by:

- (a) giving at least fourteen (14) days written notice of the meeting to 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.

#### Meeting convened by the Trustee

Where:

(a) the Manager is in liquidation,

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- (b) in the opinion of the Trustee, the Manager has ceased to carry on business, or
- (c) in the opinion of the Trustee, the Manager has, to the prejudice of Unit Holders, failed to comply with the Deed or contravened any of the provisions of the Act,

the Trustee shall summon a Unit Holders' meeting by:

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

The Trustee may also summon a Unit Holders' meeting for any purpose including, without limitation, for the purpose of:

- (a) requiring the retirement or removal of the Manager;
- (b) giving instructions to the Trustee or the Manager if the Trustee considers that the investment management policies of the Manager are not in the interests of Unit Holders;
- (c) securing the agreement of the Unit Holders to release the Trustee from any liability;
- (d) deciding on the next course of action after the Trustee has suspended the sale and redemption of Units; and
- (e) deciding on the reasonableness of the annual management fee charged to each Class of Units.

# **CHAPTER 7: APPROVALS AND CONDITIONS**

Variation to paragraph 10.16(a) of the Guidelines sought:-

"A management company must -

i. pay the unit holder in cash the proceeds of the repurchase of units as soon as possible, within 10 days of receiving the repurchase request;"

Variation of the abovementioned paragraph has been obtained from and approved by the SC on 14 December 2021 to vary the redemption proceeds payment period for the respective Classes to as follows:-

- ten (10) Business Days for AUD Hedged Class;
- ten (10) Business Days for GBP Hedged Class;
- eight (8) Business Days for MYR Hedged Class;
- eleven (11) Business Days for RMB Hedged Class;
- ten (10) Business Days for SGD Hedged Class; and
- nine (9) Business Days for USD Class.

# CHAPTER 8: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST

## Policies and Procedures on Dealing with Conflict of Interest

#### Manager

In the course of managing the Fund, we may face conflicts in respect of our duties to the Fund. In such circumstances, we are obliged to act in the best interests of our investors and we will seek to resolve any conflicts fairly and in accordance with the Deed. We have in place policies and procedures to deal with any conflict of interest situations.

All conflict of interest situations, if any, will be forwarded to the investment committee for the Fund for verification before a fair and equitable decision is reached. The decision from the investment committee for the Fund will be final.

Our employees are required to obtain a pre-trade approval for their own personal investment transactions, whether or not such securities are quoted on Bursa Malaysia Securities Berhad. To avoid any potential conflicts of interest between employees and clients' trades, outstanding employees' trades will be cancelled by the dealer representative once a client order for the same security is received.

All pre-trade approvals shall be reviewed by the compliance officer and granted by the chief executive officer (or any other directors in the absence of the chief executive officer) and be filed with the company.

Fund managers and research analysts are prohibited from participating in initial public offerings and/or private placements where application for securities offered are marked for UOBAM(M)'s clients. For the avoidance of doubt, all employees shall seek prior approval from the chief executive officer for application of any initial public offerings and/or private placements.

As at 30 November 2021, none of our directors or substantial shareholder has any direct or indirect interest in any other corporations carrying on a similar business as us, except as otherwise disclosed below:

- UOB Asset Management Ltd is a substantial shareholder of UOB Asset Management (Thailand) Co. Ltd, UOBAM(M), UOB Islamic Asset Management Sdn Bhd, UOB Asset Management (Japan) Ltd, UOB Asset Management (Brunei) Sdn Bhd, UOB Asset Management (Taiwan) Co. Ltd, PT UOB Asset Management Indonesia and UOB Asset Management (Vietnam) Fund Management Joint Stock Company.
- **Mr Thio Boon Kiat** is a director of UOB Asset Management Ltd, Ping An Fund Management Company Limited, UOB Asset Management (Thailand) Co., Ltd, and UOB Asset Management (Taiwan) Co., Ltd (and Chairman).

#### **Cross Trades Policy**

We may conduct cross trades between funds and private mandate we are currently managing provided that all criteria imposed by the regulators are met. Notwithstanding, cross trades between the personal account of our employee and the Fund's account(s) and between our proprietary trading and the Fund's account(s) are strictly prohibited.

All cross trades transactions are executed in accordance to our policy, monitored by the compliance unit.

#### Advisers

The auditors, tax adviser, Investment Manager and solicitors have confirmed that they do not have any existing or potential conflict of interest with us and/or the Fund.

# CHAPTER 9: TAX ADVISER'S LETTER

30 November 2021

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

#### United ESG Series - EAFE Plus Fund Taxation of the Fund and Unit Holders

1. This letter has been prepared for inclusion in the Prospectus in connection with the offer of units in the United ESG Series - EAFE Plus Fund (hereinafter referred to as "the Fund").

The following is general information based on Malaysian tax law in force at the time of lodging the Prospectus with the Securities Commission Malaysia ("SC") and investors should be aware that the tax law may be changed at any time. To an extent, the application of tax law depends upon an investor's individual circumstances. The information provided below does not constitute tax advice. The Manager therefore recommends that an investor consult his accountant or tax adviser on questions about his individual tax position.

#### 2. Taxation of the Fund

#### 2.1 Income Tax

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

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

The income of the Fund in respect of dividends, interest or profits from deposits and other investment income (other than income which is exempt from tax) derived from or accruing in Malaysia is liable to income tax. It is *proposed* in the Finance Bill 2021 that with effect from 1 January 2022, income of the fund which is received in Malaysia from outside Malaysia shall also be liable to income tax. The Fund may be receiving income such as exit fee which will be subject to tax at the prevailing tax rate applicable on the Fund. Gains on disposal of investments by the Fund will not be subject to income tax.

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

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

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

deductions by the Fund against such dividend income will be disregarded in ascertaining the chargeable income of the Fund.

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

The Fund may also receive dividends, profits and other income from investments outside Malaysia. Currently, income arising from sources outside Malaysia and received in Malaysia by a unit trust is exempted from Malaysian income tax. However, it is *proposed* in the Finance Bill 2021 that the tax exemption on foreign sourced income will no longer be available on the Fund as only the income of a person who is not a resident in Malaysia arising from sources outside Malaysia and received in Malaysia is exempted from tax with effect from 1 January 2022. At the time this letter is issued, the Finance Bill 2021 has not been passed by Parliament.

The Finance Bill 2021 also provides that the gross income of the Fund which is received in Malaysia from outside Malaysia during the period from 1 January 2022 until 30 June 2022 is subject to the tax rate of 3% on gross. Foreign sourced income received in Malaysia from 1 July 2022 onwards will be taxed based on the prevailing income tax rate applicable on the Fund, i.e. 24%. In addition, the foreign sourced income of the Fund may be subject to foreign tax in the country from which the income is derived. Pursuant to Schedule 7 of the MITA, where an income is chargeable to tax in Malaysia as well as in a foreign country, a relief shall be given by way of credit known as bilateral credit (if the source country has a tax treaty with Malaysia where the foreign tax credit shall be set-off up to 100% of foreign tax suffered) and unilateral credit (if the source country does not have a tax treaty with Malaysia where the foreign tax credit shall be set-off up to 50% of foreign tax suffered).

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

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

Expenses being manager's remuneration, maintenance of register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage, which are not allowed under the general deduction rules, qualify for a special deduction, subject to a minimum of 10% and a maximum of 25% of such expenses pursuant to Section 63B of the MITA.

# 2.2 Gains on Disposal of Investments

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

#### 2.3 Service Tax

The issuance of units by the Fund to investors will not be subject to Service Tax. Any distributions made by the Fund to unitholders are also not subject to Service Tax. The Fund would not be required to pay Service Tax on the acquisition of fund management services from the Fund Manager.

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

If the Fund acquires any imported taxable services from a service provider outside of Malaysia, these services would be subject to 6% Service Tax. The Fund would be required to file an SST-02A return on an ad hoc basis and report and pay this amount of tax to the Royal Malaysian Customs Department.

#### 3. Taxation of Unit Holders

#### 3.1 Taxable Distribution

Unit Holders will be taxed on an amount equivalent to their share of the total taxable income of the Fund to the extent such income is distributed to them. Unit Holders are also liable to pay income tax on the taxable income distributions paid by the Fund. Taxable income distributions carry a tax credit in respect of the tax chargeable on that part of the Fund. Unit Holders will be subject to tax on an amount equal to the net taxable income distribution plus attributable underlying tax paid by the Fund.

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

Malaysian Tax Rates	Malaysian Tax Rates
for Year of	for Year of
Assessment 2021	Assessment 2022
<ul> <li>Progressive tax</li></ul>	<ul> <li>Progressive tax rates</li></ul>
rates ranging from	ranging from 0% to
0% to 30%	30%
<ul> <li>Progressive tax</li></ul>	<ul> <li>Progressive tax rates</li></ul>
rates ranging from	ranging from 0% to
0% to 24%	24%
■ 24%	■ 24%
<ul> <li>17% for every first</li></ul>	<ul> <li>17% for every first</li></ul>
RM600,000 of	RM600,000 of
chargeable income	chargeable income
<ul> <li>24% for chargeable</li></ul>	<ul> <li>24% for chargeable</li></ul>
income in excess	income in excess of
of RM600,000	RM600,000
	<ul> <li>for Year of Assessment 2021</li> <li>Progressive tax rates ranging from 0% to 30%</li> <li>Progressive tax rates ranging from 0% to 24%</li> <li>24%</li> <li>17% for every first RM600,000 of chargeable income</li> <li>24% for chargeable income in excess</li> </ul>

gross income from source or sources consisting of a business of not more than RM50 million for the basis period of a year assessment ii. Companies other than those in (i) above	• 24%	<ul> <li>24%</li> <li>It is <i>proposed</i> in the Finance Bill 2021 that 33% for chargeable income</li> </ul>
		in excess of RM100,000,000 for the year of assessment 2022 only
Non-Malaysian tax residents:		
<ul> <li>Individual and non-corporate Unit Holders</li> </ul>	■ 30%	• 30%
<ul> <li>Co-operative societies</li> </ul>	• 24%	• 24%

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

Non-resident Unit Holders may also be subject to tax in their respective jurisdictions and depending on the provisions of the relevant tax legislation and any double tax treaties with Malaysia, the Malaysian tax suffered may be creditable in the foreign tax jurisdictions.

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

Currently, distributions of interest of a unit trust fund that is a RMMF to its Unit Holders is exempted from tax in the hands of the Unit Holders.

However, it is *proposed* in the Finance Bill 2021 that non-individual Unit Holders will be chargeable to tax on the income distributed to the Unit Holder from the interest income of a RMMF exempted under paragraph 35 of Schedule 6 of the MITA. The distribution of interest income exempted under Paragraph 35A of Schedule 6 of the MITA by a RMMF to its non-individual Unit Holders will be subject to withholding tax at 24% under the following mechanism:-

Types of Unit Holders	Malaysian Tax Rates for Year of Assessment 2022	
Non-individual residents:		
<ul> <li>Withholding tax rate</li> </ul>	<ul> <li>■ 24%</li> </ul>	
<ul> <li>Withholding tax mechanism</li> </ul>	<ul> <li>Income distribution carries a tax credit, which can be utilised to set off against the tax payable by the Unit Holders</li> </ul>	
<ul> <li>Due date of payment</li> </ul>	<ul> <li>The withholding tax is to be remitted to the Director General of Malaysian Inland</li> </ul>	

	Revenue within one month of the distribution of interest income
Non-individual non-residents:	
<ul> <li>Withholding tax rate</li> </ul>	• 24%
<ul> <li>Withholding tax mechanism</li> </ul>	<ul> <li>Withholding tax deducted will be regarded as a final tax</li> </ul>
<ul> <li>Due date of payment</li> </ul>	<ul> <li>The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income</li> </ul>

If passed by Parliament, the above proposal comes into operation on 1 January 2022. As the Fund is not a RMMF, the above proposed WHT on distribution of interest income will not be applicable to the non-individual Unit Holders of the Fund.

# 3.3 Tax Exempt Distribution

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

#### 3.4 Distribution Voucher

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

#### 3.5 Sale, Transfer or Redemption of Units

Any gains realised by a Unit Holder on the sale, transfer or redemption of his units are generally tax-free capital gains unless the Unit Holder is an insurance company, a financial institution or a person trading or dealing in securities. Generally, the gains realised by these categories of Unit Holders constitute business income on which tax is chargeable.

#### 3.6 Reinvestment of Distribution

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

#### 3.7 Unit Splits

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

#### 3.8 Service Tax

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

The legal fees, consultant fees and management fees may be subject to service tax at 6% if the service providers are registered for Services Tax. Effective from 1 January 2019, the imposition and scope of service tax has been widened to include any imported taxable service.

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

Yours faithfully

Mark Chan Keat Jin Executive Director Deloitte Tax Services Sdn Bhd

#### Appendix

#### Tax Exempt Income of Unit Trusts

- 1. Interest or discount paid or credited to any individual, unit trust and listed closed-end fund in respect of the following will be exempt from tax:-
  - Securities or bonds issued or guaranteed by the Government; or
  - Debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the SC; or
  - Bon Simpanan Malaysia issued by the Central Bank of Malaysia.
- Income of a unit trust in respect of interest derived from Malaysia and paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 ("FSA") or the Islamic Financial Services Act 2013 ("IFSA") or any development financial institution regulated under the Development Financial Institutions Act 2002 ("DFIA").

Provided that the exemption shall not apply to the interest paid or credited to a unit trust that is a wholesale fund which is a money market fund.

- 3. Interest in respect of any savings certificates issued by the Government.
- 4. Interest paid or credited to any person in respect of Sukuk originating from Malaysia, other than convertible loan stock, issued in any currency other than RM and approved or authorized by, or lodged with, the SC or approved by the Labuan Financial Services Authority.
- 5. Interest received in respect of bonds and securities issued by Pengurusan Danaharta Nasional Berhad within and outside Malaysia.
- 6. Interest income derived from bonds (other than convertible loan stocks) paid or credited by any company listed in Malaysia Exchange of Securities Dealing and Automated Quotation Berhad ("MESDAQ") (now known as Bursa Malaysia Securities Berhad ACE Market).
- 7. Income derived from the Sukuk Issue which has been issued by the Malaysia Global Sukuk Inc.
- 8. Discount or profit received from the sale of bonds or securities issued by Pengurusan Danaharta Nasional Berhad or Danaharta Urus Sendirian Berhad within and outside Malaysia.
- 9. Income derived from the Sukuk Ijarah, other than convertible loan stock, issued in any currency by 1Malaysia Sukuk Global Berhad.
- 10. Gain or profit received from the investment in Islamic securities, other than convertible loan stock, which are issued in accordance with the principles of Mudharabah, Musyarakah, Ijarah, Istisna' or any other principle approved by the Shariah Advisory Council established by the SC under the Capital Markets and Services Act 2007.
- 11. Gains or profits in lieu of interest, derived from the Sukuk Wakala in accordance with the principle of Al-Wakala Bil Istithmar, other than a convertible loan stock, issued in any currency by Wakala Global Sukuk Berhad.
- 12. Income derived from Sukuk Kijang is exempted from the payment of income tax pursuant to Income Tax (Exemption) (No. 10) Order 2013. For the purpose of this order, "Sukuk Kijang" means the Islamic Securities of nominal value of up to two hundred and fifty million United States dollars (USD\$250,000,000) issued or to be issued in accordance with the Shariah principle of Ijarah by BNM Kijang Berhad.

# Prospectus in respect of the United ESG Series - EAFE Plus Fund

- 13. Gains or profits derived, in lieu of interest, derived from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (USD1,500,000,000.00) in accordance with the principle of Wakala Bil Istithmar, other than a convertible loan stock, issued by the Malaysia Sovereign Sukuk Berhad.
- 14. Gains or profits derived, in lieu of interest from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (US\$1,500,000,000.00) in accordance with the principle of Wakala, other than a convertible loan stock, issued by the Malaysia Sukuk Global Berhad (formerly known as 1Malaysia Sukuk Global Berhad).
- 15. Income received by the Fund from Malaysia Building Society Berhad ("MBSB").

# **CHAPTER 10: ADDITIONAL INFORMATION**

# **10.1** Reports and up-to-date information relating to the Fund

The interim and annual reports of the Fund will be forwarded to Unit Holders no later than two (2) months from the end of the respective period.

Unit Holders can also obtain up-to-date fund information from our monthly fund fact sheets via our website at http://www.uobam.com.my.

As for the Fund's daily NAV per Unit, it will be published through our website at http://www.uobam.com.my. Unit Holders are also welcome to contact us during business hours from 9:00 a.m. to 5:30 p.m. from Monday to Friday to obtain the latest NAV per Unit.

# Note: The Fund's annual and interim reports are available upon request.

# 10.2 Customer Service

Unit Holders can seek the assistance of our marketing personnel on queries relating to the Fund or this Prospectus at our business office, during business hours from 9:00 a.m. to 5:30 p.m. from Monday to Friday (refer to the *Corporate Directory* section at page 5 for contact number).

# 10.3 Deed(s)

Principal Deed	10 December 2021.
Supplemental Deed(s)	Nil.

# 10.4 Financial Year End

30 November.

# 10.5 Unclaimed Moneys Policy

If the cheques for the payment of redemption 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, we shall lodge such moneys with the registrar of unclaimed moneys in accordance with the provisions of the Unclaimed Moneys Act 1965.

# 10.6 Tax

A Unit Holder and/or the Fund (as the case may be) (hereinafter referred to as the "Paying Party") shall upon demand pay any tax which may be imposed by law to the party duly entitled to collect such tax in addition to any other payments payable by the Paying Party pursuant to the Prospectus and the Deed.

# 10.7 Consent

The Trustee and Investment Manager have given their consent for the inclusion of its names and statements in the form and context in which they appear in this Prospectus and have not withdrawn such consent.

The tax adviser has given its consent for the inclusion of its name and tax adviser's letter in the form and context in which they appear in this Prospectus and have not withdrawn such consent.

# **CHAPTER 11: DOCUMENTS AVAILABLE FOR INSPECTION**

Unit Holders may inspect without charge, at our registered office or such other place as the SC may determine, the following documents or copies thereof, where applicable:

- a) The Deed and the supplementary deed(s) of the Fund (if any);
- b) The Prospectus and the supplementary or replacement prospectus (if any);
- c) The latest annual and interim reports of the Fund;
- d) Each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts (if any);
- e) The audited financial statements of the Manager and the Fund for the current financial year (where applicable) and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- f) All reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus (if any);
- g) All consents given by experts disclosed in the Prospectus; and
- h) Writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus.

# CHAPTER 12: LIST OF UOB ASSET MANAGEMENT (MALAYSIA) BERHAD'S OFFICE, INSTITUTIONAL UNIT TRUST ADVISERS AND AUTHORISED DISTRIBUTORS

# **Head Office**

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 Website: www.uobam.com.my

Corporate investors may also invest via UOBAM Invest at <u>https://www.uob.com.my/uobam/uobaminvest/index.html</u>

# Institutional Unit Trust Advisers or Authorised Distributors

For more details on the list of appointed IUTAs or authorised distributors, please contact us.

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# HH UOB Asset Management

# ACCOUNT OPENING FORM INDIVIDUAL

Level 22, Vista Tower, The Intermark, 348 Jalan Tun Razak, 50400 Kuala Lumpur Tel: 603-2732 1181 Fax: 603-2164 8188

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.

PARTICULARS OF APPLIC	
Salutation	Mr Ms Mrs Others - please specify
Full Name (As per NRIC/ Passpor (Note: Applicable to individual with the age 18 years and above only)	
NRIC (New)/ Passport No.	Date of Birth         -         -         -         (DD/MM/YYYY)
Gender	Male Female Marital Status Single Married
	Divorced Widowed
Nationality (Please indicate)	Malaysian Non- Malaysian No. of Dependents
(riease indicate)	Others- please specify
For Non-Malaysian Tax Resic	dent, please state your Tax Resident Country
Race	Malay Chinese Indian
Occupation	Nature of Business         Image:
Annual Income	Below RM 20,000 RM 20,001 - RM 60,000 RM 60,001 - RM 120,000
	RM 120,000 - RM 180,000
Source of Income	Business Investment Employment Savings Inheritance
	Others - please specify
Mother's Maiden Name	
Permenant Address	
	[
	Postcode City/ Town
	State Country
Correspondence Address	
(Holdmail or C/O is not acceptable)	
	L
	Postcode           City/ Town
	State
Contact Number (Please provide at least one (1) number)	Home
	Mobile
	Office
Fax Number	
Email	

By completing the email column above, you will receive statement, annual and/or interim reports, and other information from us via email. If you wish to receive hard copies instead of electronic copies, please tick (/) here.

1. Particulars of Applicant

2. PARTICULARS OF JOINT	APPLICANT				
Salutation	Mr Ms	Mrs O	thers - please specify		
Full Name (As per NRIC/ Passp	ort)				
NRIC (New)/ Passport No.			Date of Birth	(DD/MM/YYYY)	
Gender	Male Fe	emale	Marital Status	Single Married	
				Divorced Widowed	
Nationality (Please indicate)	Malaysian N	Ion- Malaysian 🗌 Ot	thers- please specify		
For Non-Malaysian Tax Res	ident, please state your Tax	Resident Country			
Race	Malay C	hinese 🗌 Indiar	n Others- plea	se specify	
Occupation			Nature of Business		
Source of Income	Business Ir	nvestment Emplo	oyment 🗌 Savings	Inheritance	
	Others - please spec	ify			
Relationship with Principal Applicant	Parent S	pouse Siblin	g 🗌 Others- plea	se specify	
Joint Applicant					
Current Permenant Addres (Holdmail or C/O is not					
acceptable)					
	Postcode		City/ Town		
	State		Country		
Contact Number	Home	J <sup>-</sup> L			
(Please provide at least one (1) number)	Mobile				
	Office	]-			
Fax Number					
Email					
	n above, you will receive statem ies instead of electronic copies,		n reports, and other informat	tion from us via email.	
		F			
3. AUTHORITY TO OPERA	TE ACCOUNT				
(Applicable for Joint Apppli	icant only) Please tick (√) acc	ount operation mode	for future transactions.		
Principal Applicant to sign Both Applicant must sign (Not applicable for joint application with a minor) Either Applicant to sign (Not applicable for joint application with a minor)					
4. PAYMENT DETAILS / IN	4. PAYMENT DETAILS / INCOME DISTRIBUTION OPTION				
Note: Only bank accounts in Malaysia are accepted. PAYMENT CANNOT BE MADE TO THIRD PARTY ACCOUNTS.					
Name of Fund(s)	Malaysian Ringgit (MYR)	c	<b>Other Currency</b> (e.g. USD, SGD)	Income Distribution	
Currency	MYR		עשנ, שנט, אואן	All distributions will be <b>reinvested</b> automatically unless otherwise	
Bank Name				specified herewith.	
Account No.				Pay to bank account as specified in the payment details	

#### 5. COMMON REPORTING STANDARD (CRS) & FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) SELF CERTIFICATION

#### Instructions

- "CRS" means the Common Reporting Standard. UOB Asset Management (Malaysia) Berhad ("UOBAM") is required under the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 ("the Regulations") to collect information about each account holder's tax residency status. UOBAM is required to submit this information to the Inland Revenue Board Malaysia ("IRBM") to comply with the Regulations.
- "FATCA" means the Foreign Account Tax Compliance Act. UOBAM is obliged under the Income Tax (International Tax Compliance Agreements) (United States of America) Regulations 2015 to collect each account holder's US/Non-US Person status for FATCA purposes.
- 3. UOBAM may seek additional information from you after the submission of this form to ensure compliance with the aforementioned Regulations and any other relevant laws enacted to implement CRS and FATCA.
- 4. To assist you in completing this form, a glossary of terms is attached to this form. The glossary is not a substitute for understanding the requirements of the Regulations. The glossary and this document do not constitute tax advice.
- 5. UOBAM does not provide tax advice. Please consult your tax, legal and/or other professional advisers if you have any questions on or in relation to CRS and FATCA, the Regulations and the information requested in this Self-Certification Form.
- 6. Please complete this form if you are an individual Account holder. For joint or multiple Account holders, use a separate form for each individual Account holder. If the Account holder is a minor, this form needs to be completed by the parent or legal guardian of the minor.
- 7. This form must be signed, dated and please complete all sections in a legible manner.
- 5.1 COUNTRY/ JURISDICTION OF RESIDENCE FOR TAX PURPOSES AND RELATED TAXPAYER IDENTIFICATION NUMBER OR EQUIVALENT NUMBER (TIN)

#### PLEASE FILL IN ONLY NON-US TAX RESIDENCY INFORMATION IN SECTION 5.1. IF YOU ARE A US PERSON, PLEASE ALSO FILL UP SECTION 5.2

- 1 Whether a person is tax resident in a particular country depends on whether that person meets the defination of a tax resident under the tax laws of that country.
- 2 For more information on tax residence, please consult your tax advisor or refer to the information at OECD automatic exchange of information portal.
- 3 Please complete the following table indicating:
  - a.) All countries and/ or jurisdictions (including Malaysia) where you are a tax resident; and
  - b.) Your TIN for each country/ jurisdiction indicated.

#### NOTE:

If you are a tax resident in more than three countries/ jurisdictions, please use a seperate sheet. If a TIN is unavailable, please provide the appropriate reason A, B or C:

Reason A: The country/ jurisdiction where you are a resident for tax purposes does not issue TINs to its residents.

- Reason B: You are otherwise unable to obtain a TIN or equivalent number.
- (Please provide a written explanation as to why you are unable to obtain a TIN if you have selected this reason). Reason C: No TIN is required.

(Note: Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed).

Country/ Jurisdiction of Tax Residence TIN	If no TIN Available enter reason A, B or C
2	
3	
Reason B, is selected above, explain why the Entity is unable to obta	in a TIN in the corresponding row below
Country/ Jurisdiction of Tax Residence	Explaination
·	
·	
I further confirm that I am not a "US Person".	
lote: Please proceed to Section 6 if you are not a US Person.	
JS PERSONS & FORMER US PERSONS	
I further confirm that I am not a "US Person".	I was a US Person but I confirm I am no longer a "US Person".
1y Taxpayer identification number (TIN) / Social Security Number (SSN	A copy of Certificate of Loss of US Nationality is enclosed. ) is:
in/ SSN (9 digits)	
lease refer defination of US Person in the Glossary.	

#### 6. DECLARATIONS, AUTHORISATIONS & UNDERTAKINGS

- 1 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 ("UOBAM").
- 2 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.
- 3 I/We declare that I am/we are in compliance with and undertake that I/ we will comply with all applicable laws and regulations.
- 4 I/We undertake to provide UOBAM 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.
- 5 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).
- 6 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.
- 7 For joint applications with minor only Instructions must be given by the Principal 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 Principal Applicant.

#### In relation to the Personal Data Notice

- In relation to the Personal Data Notice ("Notice") in Section 11. I/We acknowledge that I/we have read and understood the Notice and confirm to the receipt of the Notice consent to the processing of my personal data in accordance with Notice.
- 9 I/We confirm that all inforamtion in this form is accurate and true.

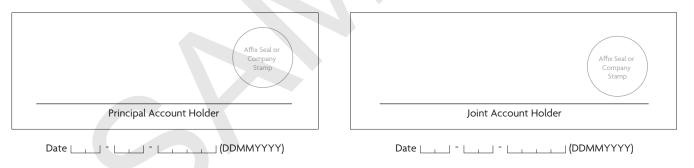
#### In relation to FATCA and CRS

- 10 I/We hereby undertake to notify UOBAM and to provide UOBAM with a suitably updated Self-Certification form within 30 days of any change in circumstances which affects the tax residency status of the Account holder named in Section 1 above or causes the information contained herein to become incorrect.
- 11 I/We agree to provide UOBAM with such documents as UOBAM may require from time to time in its sole discretion for the purpose of UOBAM satisfying itself that the information herein is valid.
- 12 I/We hereby agree and give consent to UOBAM to redeem my/our units in the Unit Trust Fund or Wholesale Fund that I/We have invested in UOBAM which are not offered to US Person in the event I/We have failed to redeem the units upon being notified by UOBAM.
- 13 Without prejudice to any other rights or remedies UOBAM may otherwise have, I/We shall indemnify, keep indemnified and hold harmless UOBAM against any and all liabilities, actions, claims, losses, damages, costs and expenses (including but not limited to legal costs on a full indemnity basis) suffered or incurred by UOBAM as a result of, or in connection the information herein being inaccurate, outdated or untrue.

**Note:** If you are not the Account Holder, please indicate the capacity in which you are signing the form. An authorised representative or officer must state the capacity in which he/she is signing on behalf of the Account Holder. If this form is completed by an agent acting under a duly authorised Power of Attorney, the form must be accompanied by the Power of Attorney in proper form specifically authorising the agent to represent the Account holder in making, executing and presenting the form.

# In relation to the Unit Trust Loan Financing Risk Disclosure Statement

I/We acknowledge that I/We have read, understood and received a copy of the unit trust loan financing risk disclosure statement in Section 7 below.



### 7. UNIT TRUST LOAN FINANCING 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 the 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 limits 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 wnat 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 befor 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.

# AUTHENTICATION OF IDENTITY

In compliance with Section 16(3) Anti-Money Laundering, Anti-Terrorism Financing and Proceed of Unlawful Activities Act 2001 (AMLA), 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		Process By	
Initial	Date	Initial	Date
RM Name	Segment	Branch	
		L UT/FD Bundle or UT only (Circle whichever appli	cable)
RM Name	Segment	Branch	
	L]	UT/FD Bundle or UT only (Circle whichever applied	cable)

#### 10. TERMS AND CONDITIONS OF THE UOB ASSET MANAGEMENT (MALAYSIA) BERHAD SUBSCRIPTION TRANSACTION

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"), 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

- 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 duty authorised by the applicant(s).

#### 2. ELIGIBILITY

a) To apply for units, you must be 18 years old and above on your last birthday. Joint Applicant

- (i) 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 of identity card). UOBAM will only act on instruction given by the Principle Applicant.
- (ii) Joint application is NOT allowed for EPF Plan.
- b) For joint application, all correspondences relating to the investment units of the relevant fund will be sent to the First Applicant.
- c) All applicantions must be accompanied by a copy of the applicant's identity card or passport.
- UOBAM reserves the right to request additional documents from the applicant(s) to support the application.

#### 3. RIGHTS OF UOBAM

UOBAM 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).

#### 3. PAYMENT FOR INVESTMENT

- a) The complete AOF should be accompanied by payment and submitted to any UOBAM'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 "UOBAM – Subscription Account (Client's Trust Account)". Please include bank commission for outstation cheque and cross "AC PAYEE ONLY".
- c) UOBAM 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) Principal Applicant to sign: UOBAM will only act on instructions given by the Principal Applicant.

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

**Either Applicants to sign:** UOBAM 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 (will only act on instructions given by the Principal 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 given by the Principal 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 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 and the Trustee shall recognise the estate of the Principal Applicant as having the title or interest in the investment units.

#### 5. CHANGE OF APPLICATION DETAILS

UOBAM 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 if Situation of Registered Office and Office Hours and Particulars of Changes) to UOBAM.

#### 6. INDEMINITY

The applicant(s) hereby agree(s) to indemnity UOBAM, 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 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.

#### 7. NOTICES

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

#### 8. LEGAL AND TAX IMPLICATIONS

The application 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 DATE 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. GLOSSARY**

- a) Defination of "US PERSON"
  - (i) A US citizen or resident individual,
  - (ii) A partnership or corporation organized in the US or under the laws of the US or any state of the US,
  - (iii) A trust if (i) a court within the US would have authority under applicable law to render order or judgments concerning substantially all issue regarding administration of trust, and (ii) one or more US Persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US; As interpreted in accordance with the US Internal Revenue Code.

This defination shall be interpreted in accordance with the US Interval Revenue Code. Please note that persons who have lost their US citizenship and who live outside the US may noetheless in some circumstances be treated as US Persons.

- b) I you hold multiple citizenships and one of them is US, you are a US person.
- c) If you have a US Green Card, you are a US person.
- d) If you were born in the US or a US Territory ( Puerto Rico, Guam, US Virgin Islands or Northern Mariana Islands ), you are a US Person.
- e) If you meet the substantial presence test\*\*. you are a US person.
- \*\* To meet this test, you must be physically present in the United Stated at least:
- a) 31 days durings the current year, and
- b) 183 days during the-3-year period that includes the current year and the 2 years immediately before that, counting:
  - (i) All the days you were present in the current year, and
  - (ii) 1/3 of the days you were present in the first year before the current year, and
  - (iii) 1/6 of the days you were present in the second year before the current year.

UOB Asset Management (Malaysia) Berhad ("the Company", "our", "us", or "we") is a holder of a Capital Markets Services License issued under the Capital Market and Services Act 2007 permitting the Company to carry out regulated activities of fund management and dealings in securities (restricted to unit trust).

In the course of the Company carrying out the aforesaid permitted activities, the Company may collect, record, hold, store or process your Personal Data (as defined in the Personal Data Protection Act 2010). We have always (and will continue to do so) respected the privacy and confidentiality of all the personal information we have received and collected in the course of the provision of our services to and/or our dealings with you and taken all reasonable steps to ensure the proper safeguard of such information.

In furtherance of our commitment above, we now write, in compliance with the express requirements of the Personal Data Protection Act 2010 to inform you of the manner we deal with your Personal Data and would highlight the choices you have to access or limit our access and means of processing your Personal Data.

However, we regret and are reminded to inform you that any such limit action of access or use of your Personal Data which are obligatory for you to supply to us may affect the provision of the services and products you have requested of us.

#### Description of the Personal Data We Collect and Process

Although the precise details and scope of the Personal Data collected may vary according to the services and products you have requested for and the specific purposes of use, the Personal Data usually collected for processing will be as follows:

- 1. Name;
- 2. Contact Details;
- NRIC/Passport Numbers (For Business/Body Corporate(s) Business/ Company Registration Details);
- 4. Nationality (Resident or Non-Resident);
- 5. Financial Data relevant to your Account with UOBAMM including data relating to your accounts with other financial institutions
- 6. Other Personal Data derived from:
  - Supporting Documents such as Board Resolutions and Letter of Authorization, Forms 44 (Notice of Registered Office etc.), 49 (Register of Directors etc.), Form 25 (Particulars of Share Allotment ), Specimen Signatures Forms
  - All responses and information gathered from the client/investor during the conduct of a suitability or similar other assessments carried out by us before any recommendation of any product or services;
  - Legal Documentation such as Power of Attorney;
- 7. Gender and Race;
- 8. Other Data obtain from:-
  - your employers;

- credit reporting agencies/bureaus and statutory/regulatory agencies including the Companies Commission of Malaysia and Bank Negara Malaysia;

financial institutions such as banks (for example, that arising from the opening or closing of accounts) and related financial service providers;
other sources which you have you have given your consent to share and disclose personal information relating to you; and

- your professional advisers including your tax and legal consultants.

#### The Purposes for Collection and Processing of Personal Data

The Personal Data collected will be processed for the following purposes:-

- To assess your application for our products and services (including credit and risk evaluation and review of your portfolio and investment mandates) and subsequent reviews of your account(s) with us;
- For management of your account (including risk management and audit) and to facility ate the operational processes in order to provide the services and products applied for or requested by you;
- 3. To comply with relevant local and foreign legal or regulatory requirements (including AMLA checks, compliance and reporting requirements) or as directed by any regulatory or government authorities/agencies including the Securities Commission and Bank Negara Malaysia or as directed by any professional organizations of which we are a member or which has oversight over us such as the Federation of Investment Management Malaysia;
- For administrative and operational purposes including the maintenance and updating of our records/database, billing/payment purposes and research reporting;
- 5. For determination of your indebtedness and debt recovery purposes;
- 6. To keep you duly notified of new products or services and promotions offered by us or our related or affiliated companies by way of various

notices and marketing and promotional materials and emails or phone calls;

7. To attend to queries/concerns and investigations of your complaints' and 8. For such other purpose that is incidental or ancillary to the above

purposes. We may require your assistance if the Personal Data relating to other persons is required to process your Personal Data for the above purposes and you hereby agree to use your best endeavors to assist us when required.

#### Disclosure of Your Personal Data

- Your Personal Data will always be kept private and confidential but we may disclose your Personal Data to the following parties:-
- Our Directors, managers and officers and dealer representatives for purposes relating to your application and subscription to our product s and services
- 2. Our parent company and other companies within the UOB Group and other affiliated companies;
- 3. Regulatory or government authorities such as the Securities Commission, Bank Negara Malaysia and Bursa Malaysia and Inland Revenue Bureau and the Monetary Authority of Singapore (which regulates our holding in Singapore) and other regulatory (in Malaysia or elsewhere) or any professional organizations of which we are a member or which has oversight over us such as Federation of Investment Manager of Malaysia;
- As required or authorized by or under any law or by Order of Court or other legal process or regulatory directive issued by a law enforcement agency;
- 5. Any third party service providers or agents who have been appointed by you or us to provide ancillary services to us whether in or outside Malaysia (subject to adequate security and data protection controls put in place and/or them providing confidentiality undertakings) including but not limited to trustees/custodians, brokers, analysts and market researchers;
- 6. Rating agencies and market research companies;
- Our auditors, legal advisers, tax and other professional advisers; and
   Parties authorized by you (for example, your agent, authorized proxy or spouse).

#### Safeguarding of your Personal Data

Please take note that your Personal Data may be stored or processed to or in locations or systems in jurisdictions outside Malaysia (where necessary to facilitate the provision of our services and products to you) subject to those jurisdictions having similar data protection laws in place and/or our securing reciprocal confidentiality undertakings Please be assured that we will take all necessary practical steps including but not limited to incorporating reasonable security measures into any equipment in which your Personal Data is stored, to protect your Personal Data from any loss, misuse or unauthorized access or disclosure.

#### Your Rights to Access, Correction or Updating of your Personal Data

You may request for access to your Personal Data and be able to correct that part of your Personal Data which is inaccurate, incomplete, misleading or not up-to-date except where compliance with such a request to access or correction may be refused under the Personal Data Protection Act 2010 or other applicable laws or regulations and we may charge a prescribed fee for attending to any written request to access your Personal Data.

Save as aforesaid, you remain responsible for informing us of any changes or updates to your Personal Data provided to us.

Any such requests or inquiries with respect to this matter may be addressed to:

PDPA Contact Person

Telephone No.: 603 - 2732 1181

E-mail address: UOBAMCustomerCareMY@UOBgroup.com

UOB Asset Management (Malaysia) Berhad reserves its right to amend and/or update this Notice at any time and will provide you with such amendments or updates via suitable means.

In the event of any inconsistency between the English version and the Bahasa Malaysia version of this Notice, the English version shall prevail over the Bahasa Malaysia Version.

#### 12. NOTIS DATA PERIBADI

UOB Asset Management (Malaysia) Berhad ("Syarikat" atau "kami") adalah pemegang Lesen Perkhidmatan Pasaran Modal yang dikeluarkan di bawah Akta Pasaran Modal dan Perkhidmatan 2007 yang membenarkan Syarikat untuk menjalankan aktiviti-aktiviti pengurusan dana terkawal dan berniaga dalam sekuriti (terhad kepada amanah unit).

Dalam perjalanan Syarikat menjalankan aktiviti-aktiviti dibenarkan tersebut, Syarikat boleh mengumpul, merekod, memegang, menyimpan atau memproses Data Peribadi anda (seperti yang ditakrifkan dalam Akta Perlindungan Data Peribadi 2010). Kami sentiasa (dan akan terus melakukan sedemikian) menghormati privasi dan kesulitan semua maklumat peribadi yang kami telah terima dan kumpul dalam perjalanan pemberian perkhidmatan kami kepada dan/atau urusan kami dengan anda dan telah mengambil semua langkah-langkah munasabah untuk memastikan keselamatan wajar maklumat tersebut.

Dalam pelanjutan komitmen kami di atas, kami kini menulis, dalam mematuhi kehendak-kehendak nyata Akta Perlindungan Data Peribadi 2010 untuk memaklumkan anda cara-cara kami berurusan dengan Data Peribadi anda dan akan menekankan pilihan yang anda ada untuk mengakses atau mengehadkan akses kami dan cara pemprosesan Data Peribadi anda. Walau bagaimanapun, kami kesal dan diingatkan untuk memaklumkan anda bahawa apa-apa batasan akses atau penggunaan Data Peribadi anda yang wajib untuk anda berikan kepada kami boleh menjejaskan pemberian perkhidmatan dan produk yang anda telah minta daripada kami.

#### Deskripsi Data Peribadi yang Kami Kumpul dan Proses

Walaupun butiran dan skop yang tepat daripada Data Peribadi yang telah dikumpul boleh berubah berdasarkan perkhidmatan dan produk yang telah anda minta dan maksud-maksud khusus penggunaannya, Data Peribadi umum yang lazim dikumpul untuk diproses adalah seperti yang berikut:

- 1. Nama;
- 2. Butiran hubungan;
- 3. Nombor-nombor KP/Paspot (untuk Perniagaan/Badan Korporat(-Korporat) -Perniagaan/Butiran Pendaftaran Syarikat);
- 4. Warganegara (Residen atau Bukan Residen);
- 5. Data Kewangan yang relevan kepada Akaun anda dengan UOBAMM termasuk data berkaitan akaun-akaun anda dengan institusi-institusi kewangan lain;
- 6. Data Peribadi Lain yang diperoleh daripada:-
  - Dokumen-dokumen Sokongan seperti Resolusi Lembaga Pengarah dan Surat Pemberian Kuasa, Borang 44 (Notis Pejabat Berdaftar dll), 49 (Daftar Pengarah dll), Borang 25 (Butiran Pembahagian Saham), Borang-Borang Tandatangan Spesimen
  - Semua jawapan dan maklumat yang telah dikumpul oleh pelanggan /pelabur semasa pengendalian suatu kesesuaian atau penilaian serupa yang lain yang dijalankan oleh kami sebelum apa-apa pengesyoran mana-mana produk atau perkhidmatan;
  - Dokumentasi Undang-Undang seperti Surat Kuasa Wakil;
- 7. Jantina dan Bangsa;
- 8. Data lain yang diperoleh daripada:-
  - majikan anda;
  - agensi dan biro pelaporan kredit dan agensi berkanun/kawalselia termasuk Suruhanjaya Syarikat Malaysia dan Bank Negara Malaysia;
  - institusi-institusi kewangan seperti bank (seperti contoh, yang timbul daripada pembukaan atau penutupan akaun) dan pembekal-pembekal perkhidmatan kewangan yang berkaitan;
  - sumber-sumber lain yang mana anda telah memberikan persetujuan anda untuk dikongsi dan dizahirkan maklumat peribadi yang berkaitan dengan anda; dan
  - penasihat-penasihat profesional anda termasuk perunding cukai dan undang-undang anda.

#### Maksud-maksud untuk Mengumpul dan Memproses Data Peribadi

Data Peribadi yang telah dikumpul akan diproses untuk maksud-maksud berikut:-

- Untuk menilai permohonan anda untuk produk dan perkhidmatan kami (termasuk penilaian kredit dan risiko dan mengkaji semula portfolio dan mandat-mandat pelaburan anda) dan kajian semula kemudiannya akaun(-akaun) anda dengan kami;
- Untuk pengurusan akaun anda (termasuk pengurusan risiko dan audit) dan untuk memudahkan proses-proses operasi untuk memberikan perkhidmatan dan produk yang dipohon atau diminta oleh anda;
- 3. Untuk mematuhi kehendak-kehendak undang-undang atau kawalselia tempatan dan asing yang berkaitan (termasuk pemeriksaan AMLA, kehendak-kehendak pematuhan dan pelaporan) atau seperti yang diarahkan oleh mana-mana pihak-pihak berkuasa/agensi kawalselia atau kerajaan termasuk Suruhanjaya Sekuriti dan Bank Negara Malaysia atau seperti yang diarahkan oleh mana mana organisasi profesional di mana kami adalah ahli atau yang mana mempunyai pengawasan ke atas kami seperti Persekutuan Pengurus-Pengurus Pelaburan Malaysia;
- Untuk maksud-maksud pentadbiran dan operasi termasuk penyenggaraan dan pengemaskinian rekod-rekod/pangkalan data kami, maksud-maksud pembilan/pembayaran dan pelaporan kajian;
- 5. Untuk penentuan keberhutangan anda dan maksud-maksud pengutipan semula hutang;

- 6. Untuk memastikan anda telah diberitahu tentang produk atau perkhidmatan dan promosi-promosi baru yang ditawarkan oleh kami atau syarikat-syarikat berkaitan atau gabungan kami dengan cara-cara pelbagai notis dan bahan-bahan pemasaran dan promosi serta emel-emal atau panggilan-panggilan telefon;
- 7. Untuk mendengar pertanyaan-pertanyaan/kebimbangan -kebimbangan dan penyiasatan aduan-aduan anda;dan
- 8. Untuk maksud-maksud lain yang bersampingan atau berdampingan kepada maksud-maksud di atas.

Kami boleh menghendaki bantuan anda jika Data Peribadi yang berhubungan dengan orang lain dikehendaki untuk memproses Data Peribadi anda untuk maksud-maksud di atas dan anda dengan ini bersetuju untuk menggunakan usaha terbaik anda untuk membantu kami bila dikehendaki.

#### Penzahiran Data Peribadi Anda

Data Peribadi anda akan sentiasa disimpan secara peribadi dan sulit tetapi kami boleh menzahirkan Data Peribadi anda kepada pihak-pihak yang berikut:-

- Pengarah-pengarah, pengurus-pengurus dan pegawai-pegawai dan wakil-wakil perniagaan kami untuk maksud-maksud berkaitan dengan permohonan dan pelangganan anda dengan produk dan perkhidmatan kami;
- 2. Syarikat induk kami dan syarikat-syarikat lain di dalam Kumpulan UOB dan syarikat-syarikat gabungan lain;
- 3. Pihak-pihak berkuasa pengawalseliaan atau kerajaan seperti Suruhanjaya Sekuriti, Bank Negara Malaysia dan Bursa Malaysia dan Biro Hasil Dalam Negeri dan Penguasa Kewangan Singapura (yang mengawal selia syarikat pemegangan kami di Singapura) dan pengawalselia lain (di Malaysia atau di mana-mana) atau mana-mana organisasi profesional di mana kami adalah ahli atau yang mana mempunyai pengawasan ke atas kami seperti Persekutuan Pengurus-Pengurus Pelaburan Malaysia;
- Seperti yang dikehendaki atau dibenarkan oleh atau di bawah mana-mana undang-undang atau oleh Perintah Mahkamah atau proses undang-undang lain atau arahan pengawalseliaan yang dikeluarkan oleh agensi penguatkuasaan undang-undang;
- 5. Mana-mana pembekal-pembekal perkhidmatan ketiga atau agen-agen yang telah dilantik oleh anda atau kami untuk memberikan perkhidmatan sampingan kepada kami sama ada di dalam atau di luar Malaysia (tertakluk kepada keselamatan yang mencukupi dan mempunyai kawalan data peribadi dan/atau mereka memberikan akujanji sulit) termasuk tetapi tidak terhad kepada pemegang-pemegang amanah/penjagaan, broker-broker, penganalisis-penganalisis dan pengkaji-peribadi pemegang-pengkaji pasaran;
- 6. Agensi-agensi perkadaran dan syarikats-yarikat kajian pasaran;
- 7. Juruadit, penasihat undang-undang, penasihat cukai dan penasihat profesional kami yang lain; dan
- Pihak-pihak yang diberikuasa oleh anda (sebagai contoh, agen, proksi diberikuasa, atau pasangan anda).

#### Penjagaan Data Peribadi anda

Sila ambil perhatian bahawa Data Peribadi anda boleh disimpan atau diproses ke atau di lokasi-lokasi atau sistem-sistem dalam bidang kuasa di luar Malaysia (di mana diperlukan untuk memudahkan pemberian perkhidmatan -perkhidmatan dan produk kami kepada anda) tertakluk kepada bidang kuasa tersebut mempunyai undang-undang perlindungan data serupa dan/atau kami dapat memastikan akujanji kesulitan bersaling.

Sila diyakinkan bahawa kami akan mengambil semua langkah-langkah praktikal yang diperlukan termasuk tetapi tidak terhad kepada menggabungkan langkah-langkah keselamatan yang munasabah ke dalam apa-apa kelengkapan yang dalamnya Data Peribadi anda disimpan, untuk melindungi Data Peribadi anda daripada apa-apa kehilangan, salah guna, akses atau penzahiran tanpa kebenaran.

# Hak-Hak Anda kepada Akses, Pembetulan atau Mengemaskini Data Peribadi anda

Anda boleh meminta untuk mengakses Data Peribadi anda dan boleh membetulkan bahagian tersebut dalam Data Peribadi anda yang tidak tepat, tidak lengkap, mengelirukan atau tidak terkini kecuali jika pematuhan dengan permintaan untuk akses atau pembetulan boleh dienggankan di bawah Akta Perlindungan Data Peribadi 2010 atau undang-undang atau peraturan-peraturan terpakai lain dan kami boleh mengecaj fi yang ditetapkan untuk melayani apa-apa permintaan bertulis untuk mengakses Data Peribadi anda.

Kecuali seperti yang terdahulu dinyatakan, anda masih bertanggungjawab untuk memaklumkan kepada kami mengenai apa-apa perubahan atau pengemaskinian terhadap Data Peribadi anda yang telah diberikan kepada kami. Apa-apa permintaan atau pertanyaan berkenaan perkara ini boleh ditujukan kepada:-

Pegawai PDPA

No. Telefon: 603 - 2732 1181 Alamat E-mel: UOBAMCustomerCareMY@UOBgroup.com

UOB Asset Management (Malaysia) Berhad berhak untuk meminda dan/atau mengemaskini Notis ini pada bila-bila masa dan akan memberikan anda dengan pindaan tersebut atau pengemaskinian melalui cara-cara

Sekiranya versi bahasa Inggeris dan versi Bahasa Malaysia tidak konsisten, notis dalam Bahasa Inggeris akan perlu diikuti.

# HH UOB Asset Management

# ACCOUNT OPENING FORM NON-INDIVIDUAL

Level 22, Vista Tower, The Intermark, 348 Jalan Tun Razak, 50400 Kuala Lumpur Tel: 603-2732 1181 Fax: 603-2164 8188

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 ( $\checkmark$ ) where applicable.

1. PARTICULARS OF CORPORATE	APPLICANT
Organisation Name	
Business/Company Registration No.	L
Country of Incorporation	Malaysia   Others - please specify
Date of Incorporation/ Registration	(DD/MM/YYYY)
Entity Type	Foundation Partnership Sdn Bhd Berhad Sole Proprietorship
	Others - please specify
Entity Status	Bumiputra Controlled Non-Bumiputra Controlled Non-Malaysian Controlled
Nature of Business	Accounting/Finance       Bank/Financial Institution       Casino/Gambling         Charities       Consulting       Cruise         Defence/military       Embassy/Consulate/High Commission       Engineering         Gaming Business       Government/Statutory Board       Investment         Investment       Money Lenders/Remittance Agents       Research & Development         Sales/Marketing/Advertising       Society/Club/Association       Others - please specify
Contact Number (Please provide at least one (1) number)	Home
Fax Number	
Email	
	vou will receive statement, annual and/or interim reports, and other information from us via email. d of electronic copies, please tick (√) here
2. COMPANY CORRESPONDENC	E & REGISTERED ADDRESS AND CONTACT DETAILS
Correspondence Address (Holdmail or C/O is not acceptable)	
Registered Address (if different from the Correspondence Address)	
Company Contact Details 1	
Contact Person 1	
Contact Designation	
Office Email Address	_ , , , , , , , , , , , , , , , , , , ,
Contact Number	Office Mobile

Particulars of Corporate Applicant

<u>..</u>.

Company Contact Details 2	
Contact Person 2	[
Main Contact Designation	
Office Email Address	
Contact Number	Office

# 3. ENTITY FURTHER INFORMATION

Declaration of Beneficial Owner. (Shareholding of 25% or more) I/We declare that the ultimate beneficial owner(s) and the percentage share held by the ultimate beneficial owner(s) are as follows. I/We undertake to

keep UOBAM informed should ther	e be any change to the ownership in future:
<ol> <li>Beneficial Owner Name         <ol> <li>NRIC/Passport No.</li> <li>Date of Birth</li> <li>Nationality</li> <li>Residential Address</li> </ol> </li> <li>e) Share</li> </ol>	L
<ul> <li>2. Beneficial Owner Name</li> <li>a) NRIC/PP Number</li> <li>b) Date of Birth</li> <li>c) Nationality</li> <li>d) Residential Address</li> <li>e) Share</li> </ul>	L
<ul> <li>Beneficial Owner Name</li> <li>a) NRIC/PP Number</li> <li>b) Date of Birth</li> <li>c) Nationality</li> <li>d) Residential Address</li> <li>e) Share</li> </ul>	L
<ul> <li>4. Beneficial Owner Name</li> <li>a) NRIC/PP Number</li> <li>b) Date of Birth</li> <li>c) Nationality</li> <li>d) Residential Address</li> <li>e) Share</li> </ul>	L
KYC Information	
ii. Size of Business (Annual Turnover in MYR)	
<ul> <li>ii) Primary Clientele Base</li> <li>(Eg. Retail / Corporate)</li> </ul>	

iii) Source of Funds:	Dividends	Equity/Capital	Investment Returns
	Revenue/Turnover	Trade/Business Proceed	
	Other - please specify		
iv) Source of Main Revenue	Malaysia	Others - please specify	

(Country)

3. Entity Further Information

# 4. ADD USER

Important Notice

- 1. This section is to be completed for the usage of the UOBAM Invest Platform
- 2. Please ensure that the Super Users and Authorised Signatories in accordance to the Company's Board Resolution. Kindly complete all the information below and tick where applicable.

<ul> <li>Super User : View account detail</li> </ul>	ls, create and can authorise own transactions
--	---

- Authoriser : View account details, create and approve only other user's transactions
- : View account details and create transactions Maker
- Read Only : View account details only

User 1: Details				
Name				
NRIC/Passport No.		Nationality		
Email Address		Mobile No.		
Designation	<u>L</u>			
Roles (Please tick where applicable)	Authoriser	Read Only	Maker	Super User
Date of Birth		」(DD/MM/YYYY)		
User's Signature Specimen				
User 2: Details				
Name				
NRIC/Passport No.		Nationality		
Email Address		Mobile No		
Designation				
Roles (Please tick where applicable)	Authoriser	Read Only	Maker	Super User
Date of Birth		□ (DD/MM/YYYY)		
User's Signature Specimen				
User 3: Details				
Name				
NRIC/Passport No.		Nationality		
Email Address		Mobile No.		l
Designation				
Roles (Please tick where applicable)	Authoriser	Read Only	Maker	Super User
Date of Birth	L	」(DD/MM/YYYY)		
User's Signature Specimen				
[To add more users, kindly fill up dup	olicate of Section 4 of this page an	d attach it to the application.]		

5. TRANSACTION APPROVAL SETTINGS

Any 1 Authoriser

Any 2 Authorisers Important Note: Super User will not require any Authoriser to approve their transactions. Any 3 Authorisers

4. Add User

5. Transaction Approval Settings

6. Payment Details / Income Distribution Option

6.	PAYMENT DETAILS / INCOME DISTRIBUTION OPTION

Note: Only bank accounts in Malaysia are accepted. PAYMENT CANNOT BE MADE TO THIRD PARTY ACCOUNTS.

Name of Fund(s)	Malaysian Ringgit (MYR)	Other Currency (e.g. USD, SGD)	Income Distribution All distributions will be <b>reinvested</b>
Currency	MYR		automatically unless otherwise
Bank Name			specified herewith.
Account No.			Pay to bank account as specified in the payment details

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#### 7. TAX SELF - DECLARATIONS

#### Important information regarding tax reporting requirements for US Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS)

In order to comply with the regulatory requirements of FATCA and CRS, we are obliged to collect your tax self-declaration. Please complete the sections below as directed and provide any additional information that is requested. Refer to FATCA and CRS Glossary.

If you have any questions about this tax self-declaration form, please speak to your tax adviser.

#### Select declaration (Select one)

#### New declaration

Proceed to complete Sections 7.1, 7.2, 7.3 and 7.4 as required.

#### ) Refer to attached declarations

Choose this option if you have declared your tax status separately. Proceed to Section 8.0 Declarations and Signatures.

#### ) I have an existing declaration

No changes to the previous US withholding certificate or FATCA. CRS self-certification(s) Submitted to UOBAM. Proceed to Section Declarations and Signatures.

#### 7.1 SOLE PROPRIETORSHIP OWNER'S INFORMATION

This section is required only if you are a Sole Proprietorship. Provide the Sole Proprietorship (Individual/ Non-Individual) Owner's information and not the particulars of the Sole Proprietorship.

#### Name/Registered business name

Country of birth

For Individual Owners only.

Date of birth (DD/MM/YYYY) For Individual Owners only.


Mailing address If different from Residential/Registered address.

Business registration number/NRIC/Passport

Nationality/Country of incorporation

Residential address/Registered address

#### 7.2 TAX RESIDENCY

Select your tax residency(ies).

- 1) If you are a Sole Proprietorship, provide the Sole Proprietorship owner's tax residency(ies).
- 2) If the Entity is not tax resident in any country/jurisdiction (e.g. because it is fiscally transparent), please provide its place of effective management or jurisdiction in which its principal office is located.

Mala	aysia	TIN number (Malay	sia)		1 1			
Unit	ed States	TIN number (Unite	d States)	1 1 1	1 1		Specified	US Person 🔿 Yes 🔿 No
Othe	ers							
Cour	ntry 1		TIN number		Coun	try 2		TIN number
			<u> </u>					
lf no	TIN in coun	try/jurisdiction			If no TIN in country/jurisdiction			
$\bigcirc$	Country where the Entity/Individual is resident does not issue TINs.				$\bigcirc$	Country where the issue TINs.	Entity/In	dividual is resident does not
$\bigcirc$		his reason if the autho	rities of the country of tax he TIN to be disclosed.		$\bigcirc$			horities of the country of tax e the TIN to be disclosed.
Entity/Individual is otherwise unable to obtain a TIN or equivalent number. Provide details.				$\bigcirc$	Entity/Individual is equivalent number.		e unable to obtain a TIN or details.	
	L					L		

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Complete the following section based on your Entity type. Ticked sections are mandatory.

Section	7.1	7.2	7.3	7.4
Sole Proprietorship Individual Owners	$\checkmark$	$\checkmark$	N/A	N/A
Other Entity Type - Private Limited - Society (Club/Association) - F1 / NBFI	N/A	$\checkmark$	$\checkmark$	Conditional

# 7.3 FATCA AND CRS STATUS

Select one of the following statements that best describes the Entity. If you are a Sole Proprietorship, provide the Sole Proprietorship owner's FATCA and CRS status.

	Instructions	FATCA status if non-US tax resident	CRS status
<ul> <li>Passive Business</li> <li>More than 50% of your gross income from Passive Income in the previous year</li> <li>or</li> <li>More than 50% of your assets were used to produce Passive Income in the previous year.</li> </ul>	Proceed to complete Section 7.4 Controlling Person(s).	Passive Non-Financial Foreign Entity	Passive Non-Financial Entity
Active Business Less than 50% of your gross income from Passive Income in the previous year and Less than 50% of your assets were used to produce Passive Income in the previous year.	Proceed to complete Section 8.0 Declarations and Signatures.		
<ul> <li>Publicly Listed Company or its Related Entity</li> <li>Stock is regularly traded on one or more established securities markets</li> <li>or</li> <li>A Related Entity of an entity whose stock is regularly traded on an established securities market.</li> <li>Non-profit organisations Non-business entity</li> </ul>	<ol> <li>Name of established securities market         <ul> <li>Name of Related Entity (if any)</li> <li>Proceed to complete Section 8.0 Declarations and Signatures.</li> </ul> </li> <li>Proceed to complete Section 8.0 Declarations and Signatures.</li> </ol>	Active Non-Financial Foreign Entity	Active Non-Financial Entity
Holding Company or Group Services Company Substantially all your business activities consist of: Holding (wholly or partially) the outstanding share of, or Providing financing and services to one or more subsidiaries that engage in non-FI trade/ business. However, you do not operate as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.	Proceed to complete Section 8.0 Declarations and Signatures		
Financial Institution Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.	<ol> <li>Provide GIIN         <ul> <li>Provide GIIN</li> <li>Second Structure</li> <li>Provide U.S. withholding certificate</li> <li>U.S. IRS Form W-8BEN-E / W-8IMY / W-8ECI / W-8EXP.</li> </ul> </li> <li>Proceed to Complete Section 7.4 Controlling Person(s).</li> </ol>	Financial Institution	Financial Institution

	Instructions	FATCA status if non-US tax resident	CRS status
Financial Institution Other Investment Entity.	<ol> <li>Provide GIIN         <ul> <li>Provide U.S. withholding certificate             U.S. IRS Form W-8BEN-E / W-8IMY / W-8ECI / W-8EXP.</li> </ul> </li> <li>Proceed to Complete Section 8.0         Declarations and Signatures.</li> </ol>	Financial Institution	Financial Institution
Financial Institution     Depository Institution, Custodial institution or Specified     Insurance Company.	<ol> <li>Provide GIIN         <ul> <li>Provide U.S. withholding certificate             U.S. IRS Form W-8BEN-E / W-8IMY / W-8ECI / W-8EXP.</li> </ul> </li> <li>Proceed to Complete Section 8.0         <ul> <li>Declarations and Signatures.</li> </ul> </li> </ol>		
Government Entity or Central Bank Government and government-linked entities (including Ministries, Statutory Boards, Town Councils). Central Bank.	Proceed to complete Section 8.0 Declarations and Signatures.		Active Non-Financial Entity A Government Entity or Central Bank
International Organisations Any international organisation or wholly owned agency or instrumentality thereof.	Proceed to complete Section 8.0 Declarations and Signatures.	Exempt Beneficial Owner	Active Non-Financial Entity An International Organisation
Other Status If you do not fall under any of the above statuses, please specify your FATCA and CRS status.	<ol> <li>FATCA Status         Provide U.S. IRS Form W-8BEN-E / W-8IMY / W-8ECI / W-8EXP     </li> <li>CRS Status     </li> <li>Proceed to complete Section 8.0 Declarations and Signatures.</li> </ol>	As specified	As specified

### 7.4 CONTROLLING PERSON(S)

Complete below section only if your FATCA or CRS status is any of the following: Passive Non-Financial Foreign Entity/Passive Non-Financial Entity/Financial Institution-Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

**Important** You represent that the controlling person/s have confirmed that the information in this section is accurate and up to date.

Name			
Nationality		Date of birth	(DD/MM/YYYY)
Percentage of ownership		Country of birth	
Residential address	<u> </u>		
ID number (NRIC/Passport)		ID issuing country	

Select your controlling person tax residency(ies)	
United States TIN number (United States)	
Others	
Country 1 TIN number	Country 2 TIN number
If no TIN in country/jurisdiction	If no TIN in country/jurisdiction
Country where the Individual is resident does not issue TINs.	Country where the Individual is resident does not issue TINs.
No TIN is required. Only select this reason if the authorities of the country of tax residence entered do not require the TIN to be disclosed.	No TIN is required. Only select this reason if the authorities of the country of tax residence entered do not require the TIN to be disclosed.
<ul> <li>Individual is otherwise unable to obtain a TIN or equivalent number. Provide details.</li> </ul>	<ul> <li>Individual is otherwise unable to obtain a TIN or equivalent number. Provide details.</li> </ul>
Name	
Nationality	Date of birth
Percentage of ownership	Country of birth
Residential address	
ID number (NRIC/Passport)	ID issuing country
Select your controlling person tax residency(ies)	
United States TIN number (United States)	
Others	
Country 1 TIN number	Country 2 TIN number
If no TIN in country/jurisdiction	If no TIN in country/jurisdiction
Country where the Individual is resident does not issue TINs.	Country where the Individual is resident does not issue TINs.
No TIN is required. Only select this reason if the authorities of the country of tax residence entered do not require the TIN to be disclosed.	No TIN is required. Only select this reason if the authorities of the country of tax residence entered do not require the TIN to be disclosed.
Individual is otherwise unable to obtain a TIN or equivalent number. Provide details.	<ul> <li>Individual is otherwise unable to obtain a TIN or equivalent number. Provide details.</li> </ul>

### 8. DECLARATIONS AND SIGNATURES

- I/We acknowledge that I/we have received, read and fully understood the relevant Prospectus(es) including any Supplementary Prospectus (if any) or 1 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 ("UOBAM").
- 2 I/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.
- I/We undertake to provide UOBAM 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 UOBAM may reasonably require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 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).
- I/We represent a legally incorporated Institution. I/We declare that this application is not funded by gains from any unlawful activities. 5
- I/We hereby irrevocably permit and authorise UOBAM to disclose to such persons as they may think fit or necessary for the processing of my/our 6 application information regarding my/our particulars, the money and the other particulars of my/our accounts with UOBAM and particulars of all my/our transactions with or through UOBAM.

#### In relation to FATCA and CRS

- I/We confirm and declare that all of the information I/we have provided on this form is complete, current and accurate. I/We undertake to notify UOBAM in writing of any change in circumstances that causes by certification on this to become incorrect and provide an appropriately updated form within 30 days of such change.
- I/We hereby acknowledge, agree and give consent to UOBAM that in the event we become a US Person:-8
- (a) I/We shall not be eligible to apply for and to hold units in the unit funds or wholesale finds; and

(b) I/We shall be deemed to have submitted a redemption request in respect of our units in the unit trust or wholesale fund to UOBAM on the business say following the day aware of our ineligibility.

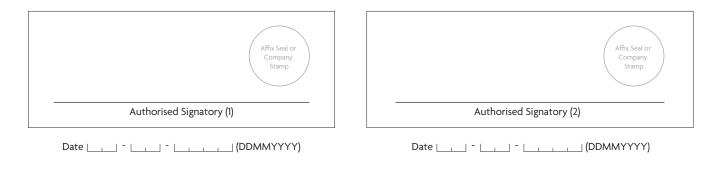
Without prejudice to any other right or remedies UOBAM may otherwise have, I/we shall indemnify, keep indemnified and hold harmless UOBAM against any and all liabilities, actions, claims, losses, damages, costs and expenses (including but not limited to legal cost on a full indemnity basis) suffered or incurred by UOBAM as a result of, or in connection any of the Beneficial Owners' US Person(s) Declaration being inaccurate, outdated or untrue.

#### In relation to the Personal Data Notice

In relation to the Personal Data Notice ("Notice") in Section 14. I/We acknowledge that I/we have read and understood the Notice and confirm to the receipt of the Notice consent to the processing of my personal data in accordance with Notice.

#### In relation to the Unit Trust Loan Financing Risk Disclosure Statement

10 I/We, acknowledge that I/we have read, understood and received a copy of the unit trust loan financing risk disclosure statement in section 9 below.



#### 9. UNIT TRUST LOAN FINANCING 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 the 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 limits may be sold towards the settlement of your loan.
- 4 Returns on unit trusts are not guarnateed 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 wnat 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 befor 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.

#### 10. FOR DISTRIBUTOR/ CONSULTANT/ STAFF USE ONLY

#### AUTHENTICATION OF IDENTITY

In compliance with Section 16(3) Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA), I hereby confirm the following:

Original identity document(s)	sighted.	Photocopy of identity document(s) attac	hed.
Name		NRIC No.	]
Agent Code		Date	]
Signature			
11. FOR OFFICE USE ONLY			
Form Verified By		Process By	
L Initial	Date	L Initial	Date
RM Name	Segment	Branch	
		L UT/FD Bundle or UT only (Circle whichever ap	plicable)

Segment

RM Name

Branch

#### 12. FATCA AND CRS GLOSSARY

Active Non-Financial Entity (NFE)/ Active Non-Financial Foreign Entity (NFFE): Any NFE/NFFE (being an entity that is not a Financial Institution (FI)) that meets any of the following criteria:

- 1. Less than 50 percent of the NFE/NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFE/NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- The stock of the NFE/NFFE is regularly traded on an established securities market or the NFE/NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- The NFE/NFFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- 4. Substantially all of the activities of the NFE/NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing anf services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- 5. The NFE/NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFE/NFFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE/NFFE;
- 6. The NFE/NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- 7. The NFE/NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that us not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- 8. The NFE/NFFE meets all of the following requirements:
- (a) It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
- (b) It is exempt from income tax in its jurisdiction of residence;
- (c) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- (d) The applicable laws of the NFE/NFFE's jurisdiction of residence or the NFE/NFFE's formation documents do not permit any income or assets of the NFE/NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of the NFE/NFFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the entity has purchased; and
- (e) The applicable laws of the NFE/NFFE's jurisdiction of residence or the NFE/NFFE's formation documents require that, upon the NFE/NFFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE/NFFE's jurisdiction of residence or any political subdivision thereof.

#### Central Bank:

An institution that is by law or government sanction the principal authority, other than the government of the jurisdiction itself, issuing instruments intended to circulate as currency. Such an institution may include an instrumentality that is separate from the government of the jurisdiction, whether or not owned in whole or in part by the jurisdiction.

#### **Controlling Person:**

The natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies), or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Person' shall be interpreted in a manner consistent with the Recommendations of the Financial Action Task Force. An individual who:

- 1. Owns an interest of more than 25% of the capital in the entity;
- 2. Can exercise more than 25% of the voting power at the shareholders meeting of the entity;
- 3. Has direct or indirect control or power of decision in the entity;

#### 4. Is a beneficiary of 25% or more of the capital of the entity; or

5. Has particular control over 25% or more of the capital of the entity

#### CRS:

means the Common Reporting Standard.

#### **Custodial Institution:**

Any Entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the Entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

#### **Depository Institution:**

Any Entity that accepts deposits in the ordinary course of a banking or similar business.

#### Entity:

A legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation.

#### **Established Securities Market:**

An exchange that is officially recognised and supervised by a governmental authority in which the market is located and that has a meaningful annual value of shares traded on the exchange.

#### FATCA:

is an abbreviation of Foreign Account Tax Compliance Act. This United States tax legislation is aimed at identifying U.S. Persons that have an account or financial assets outside of the United States. The government of the Malaysia is included in the US Treasury's list with respect to the exchange of information regarding U.S. Persons in Malaysia.

#### Financial Institution:

Any of the following:

- 1. A Depository Institution
- 2. A Custodial Institution
- 3. An Investment Entity
- 4. A Specified Insurance Company

#### Fiscally transparent entities:

- Entities that are considered fiscally transparent are:
- Sole proprietorships the business income derived by a sole proprietorship is part of the total personal income of the sole proprietor which is taxed at individual income tax rates; and
- 2. Partnerships each partner of a partnership will be taxed based on his share of the business income of the partnership at individual income tax rates.

#### Global Intermediary Identification Number (GIIN):

Institutions and entities assigned a GIIN can use it to identify themselves to withholding agents and tax administrators for FATCA reporting purposes. The GIIN, formatted as XXXXX.XXXXXXXXXXX, is a 19-character identification number. These characters will never contain the letter "O".

#### Governmental Entity:

The government of a jurisdiction. any political subdivision of a jurisdiction (which, for the avoidance of doubt, includes a state, province, county, or municipality), or any wholly owned agency or instrumentality of a jurisdiction or any one or more of the foregoing (each, 'Governmental Entity'). This category is comprised of the integral parts, controlled entities, and political subdivisions of a jurisdiction.

- An integral part of a jurisdiction means any person, organisation, agency, bureau, fund, instrumentality, or other body, however designated, that constitutes a jurisdiction, with no portion inuring to the benefit of any private person. An integral part does not include any individual who is a sovereign, official, or administrator acting in a private or personal capacity.
- 2. A controlled entity means an Entity that is separate in Form from the jurisdiction or that otherwise constitutes a separate juridical entity, provided that: (a) The Entity is wholly owned and controlled by one or more Governmental Entities directly or through one or more controlled entities; (b) The Entity's net earnings are credited to its own account or to the accounts of one or more Governmental Entities, with no portion of its income inuring to the benefit of any private person; and (c) The Entity's assets vest in one or more Governmental Entities upon dissolution.
- 3. Income does not inure to the benefit of private persons if such persons are the intended beneficiaries of a governmental program, and the program activities are performed for the general public with respect to the common welfare or relate to the administration of some phase of government. Notwithstanding the foregoing; however, income is considered to inure to the benefit of private persons if the income is derived from the use of a governmental entity to conduct a commercial.

#### International Organisation:

Any international organisation or wholly owned agency or instrumentality thereof. This category includes any intergovernmental organisation (including a supranational organisation) (1) that is comprised primarily of governments; (2) that has in effect a headquarters or substantially similar agreement with the jurisdiction; and (3) the income of which does not inure to benefit of private persons.

#### **Investment Entity:**

Any entity will be treated as an Investment Entity if meets conditions below:

- Entity that primarily conducts as a business (or is managed by an Entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer:
- Trading in money market instruments (cheque, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
- 3. Individual and collective portfolio management; or
- 4. Otherwise investing, administering, or managing funds or money on behalf of other persons; or
- 5. Satisfies the Financial Asset Test (FAT). If 50 percent or more of the Entity's gross income is attributable to the activities mentioned above during the shorter of: (a)The three-year period ending on 31 December of the year preceding the year in which the determination is made; or (b) The period during which the entity has been in existence.

The second type of 'Investment Entity' ('Investment Entity managed by another FI') is any entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity.

#### Listed on a stock exchange:

An entity is considered to be listed on a stock exchange if at least 50% of the securities of the entity are regularly traded on an established securities market.

#### Non- Financial Foreign Entity (NFFE):

refers to any non-US incorporated entity that is not a Foreign Financial Institution ("FFI").

#### Participating Jurisdiction:

A jurisdiction - (i) with which an agreement is in place pursuant to which it will provide the specified information under CRS, and (ii) which is identified in a published list.

#### Passive income:

refers generally to the portion of gross income that consists of:

- 1. Dividends and dividend substitute payments (income equivalent to dividend);
- 2. Interest and income equivalent to interest;
- 3. Rents and royalties, other than rents and royalties derived in the active conduct of a trade or business conducted, at least in part, by employees of the NFFE;
- 4. Annuities;
- 5. Income from swap-contracts;
- 6. Rental income of real estate property provided that this income can be obtained by performing little to no activity.

The list above is not exhaustive. A complete overview of passive income can be found on www.irs.gov. If you are uncertain whether income is passive income, please consult a tax adviser.

#### Passive NFE/Passive NFFE:

Any NFE/NFFE (being an entity that is not a FI) that is not an Active NFE/NFFE. (Note: Similar treatment will be applied to an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution).

#### **Related Entity:**

An Entity is regarded as being related to another Entity if: (i) One controls the other; or (ii) The two Entities are under common control. Control means: Direct or indirect ownership of more than 50 percent of the vote and value in an Entity.

#### **Reportable Account:**

An account that, pursuant to due diligence procedures consistent with CRS, has been identified as an account that is held by one or more persons that are Reportable Persons or by a Passive NFE with one or more Controlling Persons that are Reportable Persons with respect to another Jurisdiction.

#### **Reportable Person:**

A Reportable Jurisdiction Person other than: (i) a corporation the stock of which is regularly traded on one or more Established Securities Markets; (ii) any corporation that is a Related Entity of a corporation described in clause (i); (iii) a Governmental Entity; (iv) an International Organisation; (v) a Central Bank; or (vi) a Financial Institution.

#### **Reportable Jurisdiction Person:**

An individual or Entity that is resident in a Reportable Jurisdiction under the tax laws of such jurisdiction, or an estate of a decent that was a resident of a Reportable Jurisdiction. For this purpose, an Entity such as a partnership, limited liability partnership or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated.

#### **Reportable Jurisdiction:**

A jurisdiction - (i) with which an agreement is in place pursuant to which there is an obligation in place to provide the specified information under CRS; (ii) which is identified in a published list.

#### Specified Insurance Company:

Any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

#### Specified US Person:

Means any US Person other than those specifically excluded. The United States tax authorities (IRS) have excluded certain U.S. Persons from the requirement to be reported by financial institutions pursuant to FATCA. An entity will usually know whether it can be excluded according to specific requirements of the IRS and United States tax legislation (U.S. Internal Revenue Code). If you are uncertain whether the entity has this specific status, please visit www.irs.gov for more information or consult a tax adviser. The following are not Specified US Persons:

- 1. A publicly traded corporation or member of its expanded affiliated group; 2. The U.S, any states of the U.S., U.S. Territory, political subdivision of any of
- foregoing or any wholly owned agency or instrumentality thereof; 3. Organisation exempt from tax under Section 501(a) or an individual
- 3. Organisation exempt from tax under Section 501(a) or an individual retirement plan;
- 4. Banks;
- 5. Real estate investment trusts;
- 6. Regulated investment company or entity registered with the U.S. Securities and Exchange Commission;
- 7. Common trust fund or trust exempt from tax;
  - 8. A U.S. registered dealer in securities, commodities or derivatives;
  - 9. A broker; or
  - 10. Tax-exempt trust under a plan.

#### Taxpayer Identification Number (TIN):

Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. For example, Income Tax Number (ITN) is used by Malaysia entities to file tax returns with Inland Revenue Authority of Malaysia. Further details of acceptable TINs can be found at: http://www.oecd.org/taxautomatic-exchange/tinsandtaxresidency/.

Some jurisdiction do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a 'functional') equivalent'). Examples of that type of number include, for individuals, a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.

### US Person:

- means
- 1. A US citizen or resident individual,
- 2. A partnership or corporation organized in the US or under the laws of the US or any state of the US,
- 3. A trust if (i) a court within the US would have authority under applicable law to render order or judgments concerning substantially all issue regarding administration of trust, and (ii) one or more US Persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US; As interpreted in accordance with the US Internal Revenue Code.

#### U.S. TIN (U.S. Taxpayer Identification Number):

The 'Taxpayer Identification Number' (TIN), which is also known as 'U.S. federal taxpayer identification number', is used by the IRS as an identification number for tax administration. This number can be requested via www.irs.gov.

- For residents and citizens of the United States, this number is the 'Social Security Number' (SSN). You can request a social security number via IRS form SS-5 or www.irs.gov.
- 2. Non-U.S. individuals who are United States taxpayers can request an 'Individual Tax Identification Number' (ITIN) via IRS form W-7 or www.irs.gov.
- For organizations and employers, the U.S. TIN is the Employer Identification Number (EIN). This number may be requested via IRS form SS-4 or www.irs.gov.
   More information is available about identification numbers and the process to request these numbers on www.irs.gov.

#### 13. TERMS AND CONDITIONS OF THE UOB ASSET MANAGEMENT (MALAYSIA) BERHAD SUBSCRIPTION TRANSACTION

Please read the following Terms and Conditions before completing the Subscription Form. By applying for units in any Fund(s) managed by UOB Asset Management (Malaysia) Berhad ("UOBAM"), 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 Subscription Form (SF)
- 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 duty authorised by the applicant(s).

#### 2. PAYMENT FOR INVESTMENT

- a) The complete AOF and Subscription Form should be accompanied by payment and submitted to any UOBAM'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 "UOBAM – Subscription Account (Client's Trust Account)".
- c) UOBAM does not accept any cheque issued by a third party for the account of the applicant(s) (referred to as "third party cheques").
- d) Please refer to the Subscription Form Annexure for the account details.

#### 3. RIGHTS OF UOBAM

UOBAM 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 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 if Situation of Registered Office and Office Hours and Particulars of Changes) or equivalent to UOBAM.

#### 5. INDEMINITY

The applicant(s) hereby agree(s) to indemnity UOBAM, 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 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.

#### 6. NOTICES

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

# 7. ELIGIBILITY

# Corporate Applicant

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

		Document	s Required	
Entity	Certificate of Incorporation	Form 24 & Form 49 (or equivalant)	Memorandum and Articles of Association or Constitution By Laws	Company Resolution (include specimen signatures)
Malaysian Company (Bhd/Sdn Bhd)	V	V	V	V
Society/ Association/ Cooperative/ Government Body	V		J	V
Sole Proprietor	√ (include certified true copy of NRIC or passport)			
Pension Fund	V	1	$\checkmark$	$\checkmark$

UOBAM reserves the right to request additional documents to support application.

#### 8. LEGAL AND TAX IMPLICATIONS

The application 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 DATE 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.

#### 14. PERSONAL DATA NOTICE

UOB Asset Management (Malaysia) Berhad ("the Company", "our", "us", or "we") is a holder of a Capital Markets Services License issued under the Capital Market and Services Act 2007 permitting the Company to carry out regulated activities of fund management and dealings in securities (restricted to unit trust).

In the course of the Company carrying out the aforesaid permitted activities, the Company may collect, record, hold, store or process your Personal Data (as defined in the Personal Data Protection Act 2010). We have always (and will continue to do so) respected the privacy and confidentiality of all the personal information we have received and collected in the course of the provision of our services to and/or our dealings with you and taken all reasonable steps to ensure the proper safeguard of such information.

In furtherance of our commitment above, we now write, in compliance with the express requirements of the Personal Data Protection Act 2010 to inform you of the manner we deal with your Personal Data and would highlight the choices you have to access or limit our access and means of processing your Personal Data.

However, we regret and are reminded to inform you that any such limit action of access or use of your Personal Data which are obligatory for you to supply to us may affect the provision of the services and products you have requested of us.

#### Description of the Personal Data We Collect and Process

Although the precise details and scope of the Personal Data collected may vary according to the services and products you have requested for and the specific purposes of use, the Personal Data usually collected for processing will be as follows:

- 1. Name;
- 2. Contact Details;
- NRIC/Passport Numbers (For Business/Body Corporate(s) Business/ Company Registration Details);
- 4. Nationality (Resident or Non-Resident);
- 5. Financial Data relevant to your Account with UOBAMM including data relating to your accounts with other financial institutions
- 6. Other Personal Data derived from:
  - Supporting Documents such as Board Resolutions and Letter of Authorization, Forms 44 (Notice of Registered Office etc.), 49 (Register of Directors etc.), Form 25 (Particulars of Share Allotment ), Specimen Signatures Forms
  - All responses and information gathered from the client/investor during the conduct of a suitability or similar other assessments carried out by us before any recommendation of any product or services;
  - Legal Documentation such as Power of Attorney;
- 7. Gender and Race;
- 8. Other Data obtain from:-
  - your employers;

- credit reporting agencies/bureaus and statutory/regulatory agencies including the Companies Commission of Malaysia and Bank Negara Malaysia;

financial institutions such as banks (for example, that arising from the opening or closing of accounts) and related financial service providers;
 other sources which you have you have given your consent to share and

disclose personal information relating to you; and

- your professional advisers including your tax and legal consultants.

### The Purposes for Collection and Processing of Personal Data

- The Personal Data collected will be processed for the following purposes:To assess your application for our products and services (including credit and risk evaluation and review of your portfolio and investment mandates) and subsequent reviews of your account(s) with us;
- For management of your account (including risk management and audit) and to facility ate the operational processes in order to provide the services and products applied for or requested by you;
- 3. To comply with relevant local and foreign legal or regulatory requirements (including AMLA checks, compliance and reporting requirements) or as directed by any regulatory or government authorities/agencies including the Securities Commission and Bank Negara Malaysia or as directed by any professional organizations of which we are a member or which has oversight over us such as the Federation of Investment Management Malaysia;
- For administrative and operational purposes including the maintenance and updating of our records/database, billing/payment purposes and research reporting;
- 5. For determination of your indebtedness and debt recovery purposes;
- To keep you duly notified of new products or services and promotions offered by us or our related or affiliated companies by way of various notices and marketing and promotional materials and emails or phone calls;

 To attend to queries/concerns and investigations of your complaints' and
 For such other purpose that is incidental or ancillary to the above purposes.

We may require your assistance if the Personal Data relating to other persons is required to process your Personal Data for the above purposes and you hereby agree to use your best endeavors to assist us when required.

#### **Disclosure of Your Personal Data**

Your Personal Data will always be kept private and confidential but we may disclose your Personal Data to the following parties:-

- Our Directors, managers and officers and dealer representatives for purposes relating to your application and subscription to our product s and services
- 2. Our parent company and other companies within the UOB Group and other affiliated companies;
- 3. Regulatory or government authorities such as the Securities Commission, Bank Negara Malaysia and Bursa Malaysia and Inland Revenue Bureau and the Monetary Authority of Singapore (which regulates our holding in Singapore) and other regulatory (in Malaysia or elsewhere) or any professional organizations of which we are a member or which has oversight over us such as Federation of Investment Manager of Malaysia;
- As required or authorized by or under any law or by Order of Court or other legal process or regulatory directive issued by a law enforcement agency;
- 5. Any third party service providers or agents who have been appointed by you or us to provide ancillary services to us whether in or outside Malaysia (subject to adequate security and data protection controls put in place and/or them providing confidentiality undertakings) including but not limited to trustees/custodians, brokers, analysts and market researchers;
- 6. Rating agencies and market research companies;7. Our auditors, legal advisers, tax and other professional advisers; and
- Parties authorized by you (for example, your agent, authorized proxy or spouse).

#### Safeguarding of your Personal Data

Please take note that your Personal Data may be stored or processed to or in locations or systems in jurisdictions outside Malaysia (where necessary to facilitate the provision of our services and products to you) subject to those jurisdictions having similar data protection laws in place and/or our securing reciprocal confidentiality undertakings Please be assured that we will take all necessary practical steps including but not limited to incorporating reasonable security measures into any equipment in which your Personal Data is stored, to protect your Personal Data from any loss, misuse or unauthorized access or disclosure.

#### Your Rights to Access, Correction or Updating of your Personal Data

You may request for access to your Personal Data and be able to correct that part of your Personal Data which is inaccurate, incomplete, misleading or not up-to-date except where compliance with such a request to access or correction may be refused under the Personal Data Protection Act 2010 or other applicable laws or regulations and we may charge a prescribed fee for attending to any written request to access your Personal Data.

Save as aforesaid, you remain responsible for informing us of any changes or updates to your Personal Data provided to us.

Any such requests or inquiries with respect to this matter may be addressed to: PDPA Contact Person

Telephone No.: 603 - 2732 1181

E-mail address: UOBAMCustomerCareMY@UOBgroup.com

UOB Asset Management (Malaysia) Berhad reserves its right to amend and/or update this Notice at any time and will provide you with such amendments or updates via suitable means.

In the event of any inconsistency between the English version and the Bahasa Malaysia version of this Notice, the English version shall prevail over the Bahasa Malaysia Version.

#### 15. NOTIS DATA PERIBADI

UOB Asset Management (Malaysia) Berhad ("Syarikat" atau "kami") adalah pemegang Lesen Perkhidmatan Pasaran Modal yang dikeluarkan di bawah Akta Pasaran Modal dan Perkhidmatan 2007 yang membenarkan Syarikat untuk menjalankan aktiviti-aktiviti pengurusan dana terkawal dan berniaga dalam sekuriti (terhad kepada amanah unit).

Dalam perjalanan Syarikat menjalankan aktiviti-aktiviti dibenarkan tersebut, Syarikat boleh mengumpul, merekod, memegang, menyimpan atau memproses Data Peribadi anda (seperti yang ditakrifkan dalam Akta Perlindungan Data Peribadi 2010). Kami sentiasa (dan akan terus melakukan sedemikian) menghormati privasi dan kesulitan semua maklumat peribadi yang kami telah terima dan kumpul dalam perjalanan pemberian perkhidmatan kami kepada dan/atau urusan kami dengan anda dan telah mengambil semua langkah-langkah munasabah untuk memastikan keselamatan wajar maklumat tersebut.

Dalam pelanjutan komitmen kami di atas, kami kini menulis, dalam mematuhi kehendak-kehendak nyata Akta Perlindungan Data Peribadi 2010 untuk memaklumkan anda cara-cara kami berurusan dengan Data Peribadi anda dan akan menekankan pilihan yang anda ada untuk mengakses atau mengehadkan akses kami dan cara pemprosesan Data Peribadi anda. Walau bagaimanapun, kami kesal dan diingatkan untuk memaklumkan anda bahawa apa-apa batasan akses atau penggunaan Data Peribadi anda yang wajib untuk anda berikan kepada kami boleh menjejaskan pemberian perkhidmatan dan produk yang anda telah minta daripada kami.

#### Deskripsi Data Peribadi yang Kami Kumpul dan Proses

Walaupun butiran dan skop yang tepat daripada Data Peribadi yang telah dikumpul boleh berubah berdasarkan perkhidmatan dan produk yang telah anda minta dan maksud-maksud khusus penggunaannya, Data Peribadi umum yang lazim dikumpul untuk diproses adalah seperti yang berikut:

- 1. Nama;
- 2. Butiran hubungan;
- 3. Nombor-nombor KP/Paspot (untuk Perniagaan/Badan Korporat(-Korporat) -Perniagaan/Butiran Pendaftaran Syarikat);
- 4. Warganegara (Residen atau Bukan Residen);
- Data Kewangan yang relevan kepada Akaun anda dengan UOBAMM termasuk data berkaitan akaun-akaun anda dengan institusi-institusi kewangan lain;
- 6. Data Peribadi Lain yang diperoleh daripada:-
  - Dokumen-dokumen Sokongan seperti Resolusi Lembaga Pengarah dan Surat Pemberian Kuasa, Borang 44 (Notis Pejabat Berdaftar dll), 49 (Daftar Pengarah dll), Borang 25 (Butiran Pembahagian Saham), Borang-Borang Tandatangan Spesimen
  - Semua jawapan dan maklumat yang telah dikumpul oleh pelanggan /pelabur semasa pengendalian suatu kesesuaian atau penilaian serupa yang lain yang dijalankan oleh kami sebelum apa-apa pengesyoran mana-mana produk atau perkhidmatan;
  - Dokumentasi Undang-Undang seperti Surat Kuasa Wakil;
- 7. Jantina dan Bangsa;
- 8. Data lain yang diperoleh daripada:-
- majikan anda;
- agénsi dan biro pelaporan kredit dan agensi berkanun/kawalselia termasuk Suruhanjaya Syarikat Malaysia dan Bank Negara Malaysia;
- institusi-institusi kewangan seperti bank (seperti contoh, yang timbul daripada pembukaan atau penutupan akaun) dan pembekal-pembekal perkhidmatan kewangan yang berkaitan;
- sumber-sumber lain yang mana anda telah memberikan persetujuan anda untuk dikongsi dan dizahirkan maklumat peribadi yang berkaitan dengan anda; dan
- penasihat-penasihat profesional anda termasuk perunding cukai dan undang-undang anda.

#### Maksud-maksud untuk Mengumpul dan Memproses Data Peribadi

Data Peribadi yang telah dikumpul akan diproses untuk maksud-maksud berikut:-1. Untuk menilai permohonan anda untuk produk dan perkhidmatan kami (termasuk penilaian kredit dan risiko dan mengkaji semula portfolio dan

- mandat-mandat pelaburan anda) dan kajian semula kemudiannya akaun(-akaun) anda dengan kami; 2. Untuk pengurusan akaun anda (termasuk pengurusan risiko dan audit) dan untuk memudahkan process-process operaci untuk memberikan
- untuk memudahkan proses-proses operasi untuk memberikan perkhidmatan dan produk yang dipohon atau diminta oleh anda; 3. Untuk mematuhi kehendak-kehendak undang-undang atau kawalselia
- 3. Untuk mematuni kenendak-kenendak undang-undang atau kawalselia tempatan dan asing yang berkaitan (termasuk pemeriksaan AMLA, kehendak-kehendak pematuhan dan pelaporan) atau seperti yang diarahkan oleh mana-mana pihak-pihak berkuasa/agensi kawalselia atau kerajaan termasuk Suruhanjaya Sekuriti dan Bank Negara Malaysia atau seperti yang diarahkan oleh mana mana organisasi profesional di mana kami adalah ahli atau yang mana mempunyai pengawasan ke atas kami seperti Persekutuan Pengurus-Pengurus Pelaburan Malaysia;
- Untuk maksud-maksud pentadbiran dan operasi termasuk penyenggaraan dan pengemaskinian rekod-rekod/pangkalan data kami, maksud-maksud pembilan/pembayaran dan pelaporan kajian;
- 5. Untuk penentuan keberhutangan anda dan maksud-maksud pengutipan semula hutang;

- 6. Untuk memastikan anda telah diberitahu tentang produk atau perkhidmatan dan promosi-promosi baru yang ditawarkan oleh kami atau syarikat-syarikat berkaitan atau gabungan kami dengan cara-cara pelbagai notis dan bahan-bahan pemasaran dan promosi serta emel-emal atau panggilan-panggilan telefon;
- 7. Untuk mendengar pertanyaan-pertanyaan/kebimbangan -kebimbangan dan penyiasatan aduan-aduan anda;dan
- 8. Untuk maksud-maksud lain yang bersampingan atau berdampingan kepada maksud-maksud di atas.

Kami boleh menghendaki bantuan anda jika Data Peribadi yang berhubungan dengan orang lain dikehendaki untuk memproses Data Peribadi anda untuk maksud-maksud di atas dan anda dengan ini bersetuju untuk menggunakan usaha terbaik anda untuk membantu kami bila dikehendaki.

#### Penzahiran Data Peribadi Anda

Data Peribadi anda akan sentiasa disimpan secara peribadi dan sulit tetapi kami boleh menzahirkan Data Peribadi anda kepada pihak-pihak yang berikut:-

- Pengarah-pengarah, pengurus-pengurus dan pegawai-pegawai dan wakil-wakil perniagaan kami untuk maksud-maksud berkaitan dengan permohonan dan pelangganan anda dengan produk dan perkhidmatan kami;
- 2. Syarikat induk kami dan syarikat-syarikat lain di dalam Kumpulan UOB dan syarikat-syarikat gabungan lain;
- 3. Pihak-pihak berkuasa pengawalseliaan atau kerajaan seperti Suruhanjaya Sekuriti, Bank Negara Malaysia dan Bursa Malaysia dan Biro Hasil Dalam Negeri dan Penguasa Kewangan Singapura (yang mengawal selia syarikat pemegangan kami di Singapura) dan pengawalselia lain (di Malaysia atau di mana-mana) atau mana-mana organisasi profesional di mana kami adalah ahli atau yang mana mempunyai pengawasan ke atas kami seperti Persekutuan Pengurus-Pengurus Pelaburan Malaysia;
- 4. Seperti yang dikehendaki atau dibenarkan oleh atau di bawah mana-mana undang-undang atau oleh Perintah Mahkamah atau proses undang-undang lain atau arahan pengawalseliaan yang dikeluarkan oleh agensi penguatkuasaan undang-undang;
- 5. Mana-mana pembekal-pembekal perkhidmatan ketiga atau agen-agen yang telah dilantik oleh anda atau kami untuk memberikan perkhidmatan sampingan kepada kami sama ada di dalam atau di luar Malaysia (tertakluk kepada keselamatan yang mencukupi dan mempunyai kawalan data peribadi dan/atau mereka memberikan akujanji sulit) termasuk tetapi tidak terhad kepada pemegang-pemegang amanah/penjagaan, broker-broker, penganalisis-penganalisis dan pengkaji-peribadi pemegang-pengkaji pasaran;
- 6. Agensi-agensi perkadaran dan syarikats-yarikat kajian pasaran;
- 7. Juruadit, penasihat undang-undang, penasihat cukai dan penasihat profesional kami yang lain; dan
- 8. Pihak-pihak yang diberikuasa oleh anda (sebagai contoh, agen, proksi diberikuasa, atau pasangan anda).

#### Penjagaan Data Peribadi anda

Sila ambil perhatian bahawa Data Peribadi anda boleh disimpan atau diproses ke atau di lokasi-lokasi atau sistem-sistem dalam bidang kuasa di luar Malaysia (di mana diperlukan untuk memudahkan pemberian perkhidmatan -perkhidmatan dan produk kami kepada anda) tertakluk kepada bidang kuasa tersebut mempunyai undang-undang perlindungan data serupa dan/atau kami dapat memastikan akujanji kesulitan bersaling.

Sila diyakinkan bahawa kami akan mengambil semua langkah-langkah praktikal yang diperlukan termasuk tetapi tidak terhad kepada menggabungkan langkah-langkah keselamatan yang munasabah ke dalam apa-apa kelengkapan yang dalamnya Data Peribadi anda disimpan, untuk melindungi Data Peribadi anda daripada apa-apa kehilangan, salah guna, akses atau penzahiran tanpa kebenaran.

#### Hak-Hak Anda kepada Akses, Pembetulan atau Mengemaskini Data Peribadi anda

Anda boleh meminta untuk mengakses Data Peribadi anda dan boleh membetulkan bahagian tersebut dalam Data Peribadi anda yang tidak tepat, tidak lengkap, mengelirukan atau tidak terkini kecuali jika pematuhan dengan permintaan untuk akses atau pembetulan boleh dienggankan di bawah Akta Perlindungan Data Peribadi 2010 atau undang-undang atau peraturan-peraturan terpakai lain dan kami boleh mengecaj fi yang ditetapkan untuk melayani apa-apa permintaan bertulis untuk mengakses Data Peribadi anda.

Kecuali seperti yang terdahulu dinyatakan, anda masih bertanggungjawab untuk memaklumkan kepada kami mengenai apa-apa perubahan atau pengemaskinian terhadap Data Peribadi anda yang telah diberikan kepada kami. Apa-apa permintaan atau pertanyaan berkenaan perkara ini boleh ditujukan kepada:-

Pegawai PDPA No. Telefon: 603 - 2732 1181

Alamat E-mel: UOBAMCustomerCareMY@UOBgroup.com

UOB Asset Management (Malaysia) Berhad berhak untuk meminda dan/atau mengemaskini Notis ini pada bila-bila masa dan akan memberikan anda dengan pindaan tersebut atau pengemaskinian melalui cara-cara

Sekiranya versi bahasa Inggeris dan versi Bahasa Malaysia tidak konsisten, notis dalam Bahasa Inggeris akan perlu diikuti.



UOB Asset Management (Malaysia) Berhad

Head Office Level 22, Vista Tower, The Intermark 348, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia

Tel: 03- 2732 1181 Fax: 03- 2164 8188

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