PROSPECTUS

This Prospectus in relation to the following Fund is dated 18 June 2024.

MAMG Premium Brands Fund

(constituted on 29 November 2023 and launched on 18 June 2024)

Manager: Maybank Asset Management Sdn Bhd (Registration No.: 199701006283 (421779-M))

Trustee: TMF Trustees Malaysia Berhad (Registration No.: 200301008392 (610812-W))

THE FUND IS NOT A CAPITAL GUARANTEED FUND OR A CAPITAL PROTECTED FUND.

MAMG PREMIUM BRANDS FUND IS A QUALIFIED SUSTAINABLE AND RESPONSIBLE INVESTMENT (SRI) 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 8.

Humanising Financial Services.

Maybank

Asset Management

RESPONSIBILITY STATEMENT

This Prospectus has been reviewed and approved by the directors of Maybank Asset Management Sdn Bhd 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 ("SC") has authorised the MAMG Premium Brands Fund and a copy of this Prospectus has been registered with the SC.

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

The SC is not liable for any non-disclosure on the part of the Manager responsible for the MAMG Premium Brands Fund and takes no responsibility for the contents in this Prospectus. The SC 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 MAMG Premium Brands Fund.

The MAMG Premium Brands 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 to any U.S. Person(s). Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in the MAMG Premium Brands Fund.

The MAMG Premium Brands Fund is not a capital protected or capital guaranteed fund.

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(1) DEFINITIONS

In this Prospectus, the following abbreviations or words shall have the following meanings unless otherwise stated:

AUD	means Australian Dollar.
AUD (Hedged) Class	represents a Class denominated in AUD which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
Base Currency	means USD, the currency in which the Fund is denominated.
Bursa Malaysia	means the stock exchange managed and operated by Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W)).
Business Day	means a day on which Bursa Malaysia is open for trading. We may declare a certain Business Day as a non-Business Day if (i) that day is not a valuation day of the Target Fund, (ii) that day is a holiday in any of the foreign markets which the Fund invests in, or (iii) that day is not a business day in the country of the currency of the Class.
CIS	means collective investment schemes.
Class(es)	means any class of Units in the Fund representing similar interest in the assets of the Fund and a "Class" means any one class of Units.
Class USD Hedged - I	means a share class of the Target Fund.
China A Shares	means shares listed in CNY (Onshore Renminbi) in the Shanghai or Shenzhen stock exchanges and which are exclusively reserved to Chinese or eligible foreign investors.
CMSA	means the Capital Markets and Services Act 2007, including all amendments thereto and all regulations, rules and guidelines issued in connection therewith.
Company	means Pictet.
compartment	means a separate pool of assets and liabilities within the Company, distinguished mainly by its specific investment policy and objective, as created from time to time.
CSRC	means the China Securities Regulatory Commission.
CSSF	means the Commission de Surveillance du Secteur Financier, the supervisory authority of the Target Fund in Luxembourg.
Deed	means the deed in respect of the Fund and any other supplemental deed that may be entered into between the Manager and the Trustee and registered with the SC.
Directive 78/660/EEC	means Directive 78/660/EEC of 25 July 1978 based on Article 54(3)(g) of the Treaty on the annual accounts of certain types of companies.

Directive 2013/34/UE	means the European Parliament and of the Council of 26 June 2013 on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings, as amended.
Eligible Market	means an exchange, government securities market or an OTC market: (a) that is regulated by a regulatory authority of that jurisdiction; (b) that is open to the public or to a substantial number of market participants; and (c) on which financial instruments are regularly traded.
ESG	means environmental, social and governance.
EU	means the European Union.
EUR	means European Dollar.
Ex-distribution Date	means the next Business Day after the date on which income distribution of the Fund is declared.
FIMM	means the Federation of Investment Managers Malaysia.
Forward Pricing	means the NAV per Unit for the Fund calculated at the next valuation point after a purchase request or a redemption request, as the case may be, is received by us.
Fund	means the MAMG Premium Brands Fund.
Guidelines	means the Guidelines on Unit Trust Funds issued by the SC and any other relevant guidelines issued by the SC.
Investment Manager	means the investment manager of the Target Fund, Pictet Asset Management S.A., Geneva.
long term	means a period of more than five (5) years.
LPD	means the latest practicable date as at 29 February 2024.
Management Company	means the management company of the Target Fund, Pictet Asset Management (Europe) S.A.
Manager/ we / us / our	means Maybank Asset Management Sdn Bhd (Registration No.: 199701006283 (421779-M)).
Maybank	means Malayan Banking Berhad (Registration No.: 196001000142 (3813-K)).
medium term	means a period of three (3) to five (5) years.
Member State	means a member state of the EU. Countries that are parties to the European Economic Area Agreement that are not Member States of the EU are considered in the same category as Member States of the EU, within the limits defined in that agreement and related laws.
MiFID	means (i) the MiFID Directive, (ii) Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and (iii) all EU and Luxembourg rules and regulations implementing those texts.
MiFID Directive	means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.

MYR / RM	means Ringgit Malaysia.
MYR Class	represents a Class denominated in MYR.
MYR (Hedged) Class	represents a Class denominated in MYR which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
Net Asset Value / NAV	means the total value of the Fund’s assets minus its liabilities at the valuation point; where the Fund has more than one Class, there shall be a NAV of the Fund attributable to each Class.
NAV per Unit	means the NAV of a Class at the valuation point divided by the total number of Units in circulation of that Class at the same valuation point.
OECD	means the Organisation for Economic Cooperation and Development.
OTC	means over-the-counter.
PBC	means the People’s Bank of China.
PRC	means the People’s Republic of China.
Prospectus	means the prospectus for this Fund.
QFI	A Qualified Foreign Investor (including qualified foreign institutional investors (“QFII”) and Renminbi qualified foreign institutional investors (“RQFII”)) approved pursuant to the relevant PRC laws and regulations, as may be promulgated and/or amended from time to time.
Redemption Price	means the price payable by the Manager to a Unit Holder pursuant to a redemption request by the Unit Holder and will be the NAV per Unit. The Redemption Price shall be exclusive of the redemption charge (if any).
Repurchase Agreement	means a transaction at the conclusion of which the Company is required to repurchase the asset sold and the buyer (the counterparty) must relinquish the asset held.
Reverse Repurchase Agreement	means a transaction at the conclusion of which the seller (the counterparty) is required to repurchase the asset sold and the Company must relinquish the asset held.
SAFE	means the PRC State Administration of Foreign Exchange.
SC	means the Securities Commission Malaysia.
Securities Lending Agreement	means a transaction by which a lender transfers securities subject to a commitment that the borrower will return equivalent securities on a future date or when requested to do so by the lender.
Selling Price	means the price payable by an investor or a Unit Holder for the purchase of a Unit of the Fund and will be the NAV per Unit. The Selling Price shall be exclusive of the sales charge.
SFDR	means Sustainable Finance Disclosure Regulation: the Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector.
SGD	means Singapore Dollar.

SGD (Hedged) Class	represents a Class denominated in SGD which seeks to reduce the effect of currency fluctuations between the currency of the Class and the Base Currency.
SRI	means sustainable and responsible investment.
Stock Connect	means the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect.
Target Fund	means Pictet – Premium Brands.
Target Fund Prospectus	means the prospectus for Pictet dated September 2023 and will be updated from time to time.
Third Country	means any country which is not member state of the EU.
Trustee	means TMF Trustees Malaysia Berhad (Registration No.: 200301008392 (610812-W)).
UCI	means an undertaking for collective investment.
UCITS	means an undertaking for collective investment in transferable securities.
UCITS Directive or Directive 2009/65/EC	means Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities, as amended or supplemented from time to time.
Unit	means a measurement of the right or interest of a Unit Holder in the Fund and means a unit of the Fund or a Class, as the case may be.
Unit Holders / you	means the person registered as the holder of a Unit or Units including persons jointly registered for a Class. In respect of the Fund, means all the unit holder of every Class in the Fund.
U.S.	means the United States of America.
USD	means United States Dollar.
USD Class	represents a Class denominated in USD.
U.S. (United States) Person(s)	means: (a) a U.S. citizen (including those who hold dual citizenship or a greencard holder); (b) a U.S. resident alien for tax purposes; (c) a U.S. partnership; (d) a U.S. corporation; (e) any estate other than a non-U.S. estate; (f) any trust if: (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust; and (ii) one or more U.S. Persons have the authority to control all substantial decisions of the trust; (g) any other person that is not a non-U.S. person; or (h) any definition as may be prescribed under the Foreign Account Tax Compliance Act 2010, as may be amended from time to time.

week day	means any day of the week other than Saturday or Sunday. For the purpose of the calculation and the publication of the net asset value per share of the Target Fund as well as for the count of payment value date, the following days are not considered as a week day: 1st January, Easter Monday, 25th and 26th December.

(2) CORPORATE DIRECTORY

MANAGER	Maybank Asset Management Sdn Bhd (Registration No.: 199701006283 (421779-M))
REGISTERED OFFICE	5th Floor, Tower A Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel. No.: 03 - 2297 7870
BUSINESS OFFICE	Level 12, Tower C Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel. No.: 03 - 2297 7888 Fax No.: 03 – 2715 0071
WEBSITE	https://www.maybank-am.com
E-MAIL	mamcs@maybank.com.my
TRUSTEE	TMF Trustees Malaysia Berhad (Registration No.: 200301008392 (610812-W))
REGISTERED OFFICE & BUSINESS OFFICE	Level 13, Menara 1 Sentrum, 201, Jalan Tun Sambanthan, Brickfields, 50470 Kuala Lumpur Tel. No.: 03-2382 4288 Fax No.: 03-2382 4170
WEBSITE	www.tmf-group.com
E-MAIL	malaysia@tmf-group.com

(3) FUND INFORMATION

3.1 The Fund Information

<table>
<tr><th>FUND</th><th>MAMG Premium Brands Fund</th></tr>
<tr><td>Fund Category</td><td>Feeder Fund</td></tr>
<tr><td>Fund Type</td><td>Growth</td></tr>
<tr><td>Base Currency</td><td>USD</td></tr>
<tr><td>Initial Offer Price</td><td><table><tr><th>MYR Class</th><th>MYR (Hedged) Class</th><th>USD Class</th><th>SGD (Hedged) Class</th><th>AUD (Hedged) Class</th></tr><tr><td>RM 0.50</td><td>RM 0.50</td><td>USD 0.50</td><td>SGD 0.50</td><td>AUD 0.50</td></tr></table></td></tr>
<tr><td>Initial Offer Period</td><td>Up to 21 days from the launch date of the Fund.

Note:
The initial offer period may be shortened at our discretion if we determine that it is in your best interest to commence investment for the Fund.</td></tr>
<tr><td>Commencement Date</td><td>The next Business Day after the end of the initial offer period.</td></tr>
<tr><td>Investment Objective</td><td>The Fund seeks to provide capital growth by investing in the Target Fund.

Any material change to the investment objective of the Fund would require Unit Holders’ approval.</td></tr>
<tr><td>Investment Strategy</td><td>The Fund seeks to achieve its investment objective by investing a minimum of 90% of its NAV in Class USD Hedged - I of the Target Fund.

The Target Fund is a fund managed by Pictet Asset Management S.A., Geneva, which the Management Company has delegated to. The Target Fund was launched on 31 May 2005 and is domiciled in Luxembourg. The Target Fund is a compartment of the Company.

As the Fund is a qualified SRI fund, the Fund invests in the Target Fund which incorporates sustainable investment policy at each step of the investment decision of the Target Fund. Please refer to “Investment Policy of the Target Fund” under section 3.2 below for further details.

The Fund may, fully or partially, hedge the foreign currency exposure to manage the currency risk. The Fund’s exposure to derivatives, if any, will be calculated based on commitment approach as disclosed in the section below under the heading “Use of Derivatives”.

Although the Fund is passively managed by us, we will ensure proper and efficient management of the Fund so that the Fund is able to meet redemption requests by Unit Holders.</td></tr>
</table>

	We may, in consultation with the Trustee and subject to Unit Holders' approval, replace the Target Fund with another fund of a similar objective, if, in our opinion, the Target Fund no longer meets the Fund's investment objective. In the event that there is a change of the Target Fund, we will ensure that the replacement of the Target Fund complies with the Guidelines on Sustainable and Responsible Investment Funds.
Asset Allocation	- A minimum of 90% of the Fund's NAV will be invested in the Target Fund. - Up to 10% of the Fund's NAV will be invested in liquid assets*. ** Liquid assets comprise of deposits with financial institutions and money market instruments.*
Temporary Defensive Position	We may adopt temporary defensive positions to protect the Fund's investments to respond to adverse market, political or economic conditions by holding more than 10% of the Fund's NAV in liquid assets that may be inconsistent with the Fund's principal investment strategy and asset allocation. However, we will ensure that at least 80% of the Fund's NAV remains in shares of the Target Fund. As the temporary defensive positions are adopted at the Fund's level, our view on market outlook may differ from the view of the Investment Manager. As a result, there is a risk that the Fund will not achieve its investment objective by adopting such defensive strategies. However, for all intents and purposes, we will resume the investment strategy to invest at least 90% of the Fund's NAV in the Target Fund as soon as practicable within an appropriate timeframe not exceeding 3 months.

RISK FACTORS

FUND	MAMG Premium Brands Fund
General Risks of Investing in the Fund	<u>Market Risk</u> The value of an investment will decrease or increase due to changes in market factors i.e. economic, political or other events that impact large portions of the market. Market risk cannot be eliminated, hence the Fund's investment portfolio may be prone to changing market conditions that may result in uncertainties and fluctuations in the value of the underlying investment portfolio of the Fund, causing the NAV or prices of Units to fluctuate. <u>Inflation Risk</u> This is the risk that investors' investments in the Fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the nominal value of the investment in monetary terms has increased. <u>Liquidity Risk</u> Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market and/or our ability to redeem the shares of the Target Fund at fair value. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund will be negatively affected when it has to sell such assets at unfavourable prices or to dispose the shares of the Target Fund at unfavourable prices. Liquidity risk of the Fund is also our ability as manager to honour redemption requests or to pay Unit Holders' redemption proceeds in a timely manner. We will actively manage the liquidity of the Fund and/or where available, borrow

	or take cash financing on a temporary basis as permitted by the relevant laws to manage the Unit Holders' redemption requests. <u>Loan Financing Risk</u> This risk occurs when investors take a loan or financing to finance their investment. The inherent risk of investing with borrowed money or financed money includes investors being unable to service the loan repayments or financing instalments. 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 NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the loan or financing. <u>Non-Compliance Risk</u> This is the risk that we may not follow the provisions set out in this Prospectus or the Deed or the law, rules or guidelines that governs the Fund or our own internal procedures whether by oversight or by omission. This risk may also occur indirectly due to legal risk, which is a risk of circumstances from the imposition and/or amendment on the relevant regulatory frameworks, laws, rules, and other legal practices affecting the Fund. An act of non-compliance/ mismanagement of the Fund may lead to operational disruptions that could potentially be detrimental to the Fund. We aim to mitigate this risk by placing stringent internal policies and procedures and compliance monitoring processes to ensure that the Fund is in compliance with the relevant fund regulations or guidelines. <u>Performance Risk</u> The performance of the Fund depends on the investments of the Target Fund. If the investments of the Target Fund do not perform in accordance with expectations, there will be a negative impact on the performance of the Fund.
Specific Risks of the Fund	<u>Concentration Risk</u> As the Fund invests at least 90% of its NAV in the Target Fund, it is subject to concentration risk as the performance of the Fund would be dependent on the performance of the Target Fund. <u>Default Risk</u> Default risk relates to the risk that an issuer of a money market instrument or a financial institution which the Fund places deposit with either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the money market instruments and the performance of the Fund. This could affect the value of the Fund as up to 10% of the NAV of the Fund will be invested in liquid assets which comprise of deposits with financial institutions and money market instruments. Deposits that the Fund placed with financial institutions are also exposed to default risk. If the financial institutions become insolvent, the Fund may suffer capital losses with regards to the capital invested and interest foregone, causing the performance of the Fund to be adversely affected. Placement with financial institutions will also be made based on prudent selection. <u>Counterparty Risk</u> Counterparty risk is the risk associated with the other party to an OTC derivative transaction not meeting its obligations. If the counterparty to the OTC derivative transaction is unable to meet or otherwise defaults on its obligations (for example, due to bankruptcy or other financial difficulties), the Fund may be exposed to significant losses greater than the cost of the derivatives. The risk of default of a counterparty is directly linked to the creditworthiness of that counterparty. Should there be a downgrade in the credit rating of the OTC

	derivatives' counterparty, we will evaluate the situation and reassess the creditworthiness of the counterparty. We will take the necessary steps in the best interest of the Fund. <u>Country Risk</u> The investment of the Fund may be affected by risk specific to the country in which it invests in. Such risks include changes in a country's economic, social and political environment. The value of the assets of the Fund may also be affected by uncertainties such as currency repatriation restrictions or other developments in the law or regulations of the country in which the Fund invest in, i.e. Luxembourg, the domicile country of the Target Fund. <u>Currency Risk</u> As the base currency of the Fund is denominated in USD and the currency denomination of the Classes may be denominated in other than USD, the Classes not denominated in USD are exposed to currency risk. Any fluctuation in the exchange rates between USD and the currency denomination of the Class (other than USD Class) will affect the Unit Holder's investments in those Classes (other than USD Class). The impact of the exchange rate movement between the Base Currency and the currency denomination of the Class (other than USD Class) may result in a depreciation of the Unit Holder's holdings as expressed in the Base Currency. In order to manage currency risk, we may employ currency hedging strategies to fully or partially hedge the foreign currency exposure of the Class other than MYR Class and USD Class. However, every hedge comes with a cost and will be borne by the respective Class. Currency hedging may reduce the effect of the exchange rate movement for the Class being hedged (other than MYR Class and USD Class) but it does not entirely eliminate currency risk between the Class and the Base Currency. The unhedged portion of the Class will still be affected by the exchange rate movements and it may cause fluctuation of NAV of the Class. You should note that if the exchange rate moves favourably, the Class (other than MYR Class and USD Class) will not benefit from any upside in currency movement due to the hedging strategy. In addition, hedging is subject to a minimum size of entering into a hedging contract and the cost of hedging may affect returns of the hedged class. There is no guarantee that the hedging will be successful and mismatches may occur between the currency position of the Fund and the Class being hedged. <u>Investment Manager Risk</u> The Fund will invest in the Target Fund managed by a foreign asset management company. This risk refers to the risk associated with the Management Company and the Investment Manager which include: i) the risk of non-adherence to the investment objective, strategy and policies of the Target Fund; ii) the risk of direct or indirect losses resulting from inadequate or failed operational and administrative processes and systems by the Management Company and the Investment Manager; and iii) the risk that the Target Fund may underperform its benchmark due to poor investment decisions by the Management Company and the Investment Manager. <u>Suspension of Redemption Risk</u> The Fund may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the redemption of Units if the dealings of shares in the Target Fund is suspended in the circumstances set out in Section 3.2 under the heading "Suspension of Net Asset Value Calculation, Subscriptions,

	Redemptions and Switches” below. If the right of the Fund to redeem its shares of the Target Fund is temporarily suspended, the Fund may be affected if the Fund does not have sufficient liquidity and we have exhausted all possible avenues in managing the liquidity of the Fund to meet redemption request from the Unit Holder. In such circumstances, we will suspend the redemption of Units of the Fund. Upon suspension, the Fund will not be able to pay Unit Holders’ redemption proceeds in a timely manner and Unit Holders will be compelled to remain invested in the Fund for a longer period of time than the stipulated redemption timeline. Any redemption request received by us during the suspension period will only be accepted and processed on the next Business Day after the cessation of suspension of the Fund. Hence, Unit Holder’s investments will continue to be subjected to the risk factors inherent to the Fund. Please refer to Section 5.9 of this Prospectus for more information on suspension of dealing in Units. <u>Derivatives Risk</u> Derivatives, if any, will only be used for the purpose of hedging the Fund’s portfolio from certain anticipated losses such as those resulting from unfavourable exchange rate movements. However, every hedge comes with a cost. In a move to mitigate the risk of uncertainty, the Fund is now exposed to the risk of opportunity loss. Once hedged, the Fund cannot take full advantage of favourable exchange rate movements. If the exposure which the Fund is hedging against makes money, the act of hedging would have typically reduced the potential returns of the Fund. On the other hand, if the exposure which the Fund is hedging against losses money, the act of hedging would have reduced the loss, if successfully hedged. ***As the Fund is a qualified SRI fund investing in the Target Fund which incorporates sustainable investment policy at each step of the investment decision of the Target Fund, the Fund is also exposed to sustainability risk. Please refer to “sustainability risk” under section 14.2 below for further details.***
Risk Management Strategies	Risk management is an integral part of our investment management process. In order to ensure that the Fund is managed in accordance with the Guidelines and the Deed, proper procedures and parameters are in place to manage the risks that are applicable to the Fund. Regular monitoring, reviews and reporting are also undertaken by us to ensure that the Fund’s investment objective is met. <u>Liquidity Risk Management</u> In evaluating the Fund’s liquidity, we will: (a) actively manage the liquidity risk of the Fund to meet redemption requests from Unit Holders; and/or (b) where available, borrow cash or take cash financing on a temporary basis for the purpose of meeting redemption requests for Units and for short term bridging requirements subject to the conditions set out in the section below under the heading “Financing and Borrowing”. However, if we have exhausted the above avenue we will then, in consultation with the Trustee and having considered the interests of the Unit Holders, resort to suspend the redemption of Units to manage the liquidity of the Fund if the dealings of units in the Target Fund is suspended in the circumstances set out in Section 3.2 under the heading “Suspension of Net Asset Value Calculation, Subscriptions, Redemptions and Switches”. Any redemption request received by us during the suspension period will only be accepted and processed on the next Business Day after the cessation of suspension of the Fund. Please refer to

	Section 5.9 of this Prospectus for more information on suspension of dealing in Units.

Investors are reminded that the risks listed above may not be exhaustive and if necessary, they should consult their adviser(s), e.g., bankers, lawyers, stockbrokers or independent professional advisers for a better understanding of the risks.

OTHER INFORMATION

FUND	**MAMG Premium Brands Fund**
Investor's Profile	The Fund is suitable for investors who: • wish to invest on a worldwide level in the shares of companies that specialise in high-end products and services; • have medium to long term investment horizon; and • are willing to tolerate the risks associated with investing in the Target Fund.
Distribution Policy	Distribution, if any, shall be incidental and at the discretion of the Manager.
Mode of Distribution	All income distribution will be reinvested into additional Units in the Fund.
Reinvestment Policy	We will create the Units based on the NAV per Unit* at the income reinvestment date (which is within seven (7) Business Days from the Ex-distribution Date). ** There will be no cost to Unit Holders for reinvestments in new additional Units.*
Performance Benchmark	MSCI AC World Daily TR Gross. *(Source: MSCI)* *Note: The performance benchmark is similar to the benchmark of the Target Fund to allow for a similar comparison with the performance of the Target Fund. However, the risk profile of the Fund is different from the risk profile of the performance benchmark. This is not a guaranteed return and is only a measurement of the Fund's performance.*
Permitted Investments	The Fund is permitted to invest in the following: (a) one collective investment scheme, which is the Target Fund; (b) liquid assets which comprise of deposits with financial institutions and money market instruments; (c) derivatives (for hedging purposes); and (d) any other investment as permitted by the SC which is in line with the objective and asset allocation of the Fund.
Investment Limits and Restrictions	• The Fund shall not invest in the following: (a) a fund-of-funds;

	(b) a feeder fund; and (c) any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund. • The Fund may invest up to 15% of its NAV in the following permitted investments: (a) placement in short-term deposits; (b) derivatives for the sole purpose of hedging arrangement; and (c) money market instruments that are dealt in or under the rules of an Eligible Market and whose residual maturity does not exceed 12 months. • The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size. • During temporary defensive positions, the following investment restrictions and limits will apply: - The value of the Fund's investments in money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV. - The value of the Fund's placement in deposits with any single financial institution must not exceed 20% of the Fund's NAV. The single financial institution limit does not apply to placements of deposits arising from: (a) subscription monies received prior to the commencement of investment by the Fund; (b) liquidation of investment prior to the termination of the Fund, where the placement of deposits with various financial institutions would not be in the best interests of the Unit Holders; or (c) moneys 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 interests of the Unit Holders. - The aggregate value of the Fund's investments in, or exposure to, a single issuer through money market instruments, deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Fund's NAV. - The value of the Fund's investments in money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV. - The Fund's investments in debt securities must not exceed 20% of the debt securities issued by a single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition, the gross amount of debt securities in issue cannot be determined. The limits and restrictions on the investments of the Fund do not apply to securities or instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia. The above stated limits and restrictions shall be complied with at all times based on the most up-to-date value of the Fund's investments and instruments. We will 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. However, where the restriction or limit is breached as a result of any appreciation or depreciation in the value of the Fund's assets, redemption of Units or payments made from the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, we will, 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.
Use of Derivatives	The Fund's global exposure to derivatives must not exceed the Fund's NAV at all times. **Calculation of Global Exposure to Derivatives** The global exposure of the Fund is calculated based on commitment approach and is calculated as the sum of: (a) the absolute value of the exposure of each individual derivative not involved in netting or hedging arrangements; (b) the 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 and hedging arrangements may be taken into account to reduce the Fund's exposure to derivatives. Netting arrangements 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 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. 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.

	<u>Calculation of Exposure to Counterparty of OTC derivatives</u> 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. 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. Subject to the aggregate limit under the "Investment Limits and Restrictions" section, the maximum exposure of the Fund to the counterparty, calculated based on the above method, must not exceed 10% of the Fund's NAV.
Securities Lending and Repurchase Transactions	The Fund will not participate in securities lending or repurchase transactions.
Financing and Borrowing	The Fund is prohibited from borrowing other assets (including borrowing of securities within the meaning of the Securities Borrowing and Lending Guidelines issued by the SC) in connection with its activities. However, the Fund may borrow cash or obtain cash financing on a temporary basis for the purpose of meeting redemption requests for Units and for short term bridging requirements subject to the following: (a) the Fund's cash borrowing or cash financing is only on a temporary basis and that borrowings or financings are not persistent; (b) the borrowing or financing period shall not exceed one (1) month; (c) the aggregate borrowings or financings of the Fund shall not exceed 10% of the Fund's NAV at the time the borrowing or financing is incurred; and (d) the Fund only borrows or obtains financing from financial institutions.
Approvals and Conditions	**<u>Qualified SRI Fund</u>** On 29 February 2024, the Fund has been approved by the SC to qualify as an SRI fund under the Guidelines on Sustainable and Responsible Investment Funds.
Financial Year End	28 February *Note: In a leap year, 28 February shall refer to 29 February.*
Cross Trade Policy	The Fund will not participate in any cross trade transaction.

3.2 Information of the Target Fund

Name of the Target Fund	Pictet – Premium Brands
Management Company of the Target Fund	Pictet Asset Management (Europe) S.A.

Investment Manager of the Target Fund	Pictet Asset Management S.A., Geneva ("Pictet AM S.A.")
Domicile	Luxembourg
Regulatory Authority	CSSF
Legislation Applicable to the Target Fund	Luxembourg Law of 17 December 2010 relating to undertakings for collective investment
Share Class	Class USD Hedged – I
Date of Establishment of the Target Fund	31 May 2005
Date of Establishment of the Share Class	7 December 2017
Base Currency of the Target Fund	EUR
Base Currency of the Share Class	USD
About Company	The Company is an open-ended investment company (société d'investissement à capital variable ("SICAV")) incorporated under Luxembourg law on 20 September 1991 for an unlimited period under the name of Pictet Umbrella Fund. The Company is governed under Part 1 of the Luxembourg Law of 17 December 2010 relating to undertakings for collective investment, as amended from time to time. The Company is designed to offer investors access to a selection of markets worldwide and a variety of investment techniques through a range of compartments in the Company.
Information on the Management Company	The Company has appointed Pictet Asset Management (Europe) S.A. as its management company. The Management Company is a limited company and was incorporated on 14 June 1995 for an unlimited period under the laws of Luxembourg under the name of Pictet Balanced Fund Management (Luxembourg) S.A. The objective of the Management Company is to manage undertakings for collective investments in compliance with the UCITS Directive. This management activity includes the management, administration and marketing of undertakings for collective investments such as the Company.
Information on the Investment Manager	The Company has appointed Pictet AM S.A., as the investment manager of the Target Fund. Founded in 1998, Pictet AM S.A., is a Swiss based fund distributor and investment manager that carries out asset management activities for an international client base, mainly focussing on equity, fixed income, quantitative

	and total return asset classes, together with the execution of trades for other Pictet Asset Management group entities. Pictet AM S.A. is a fund management company within the meaning of the Federal Act on Financial Institutions and is supervised by the Swiss Financial Market Supervisory Authority (“FINMA”) in Switzerland.
Investment Objective of the Target Fund	To increase the value of your investment.
Investment Policy of the Target Fund	The Target Fund will apply a capital growth strategy by investing at least two-thirds of its total assets/total wealth in equities issued by companies operating in the premium brands sector, which offer high quality services and products. These companies enjoy strong market recognition because they have the ability to create or channel consumer trends. They may also have a certain ability to set prices. These companies are particularly specialised in high-end products and services or in financing this type of activity. The Target Fund seeks the promotion of sustainable characteristics through a positive tilt approach. The Target Fund’s investment universe will not be limited to any particular region (including emerging countries). The Target Fund will hold a diversified portfolio composed, within the limits of the investment restrictions, of securities in listed companies. These securities may be ordinary or preference shares, and to a lesser extent warrants on transferable securities and options. In addition, the Target Fund may also invest up to 10% of its net assets in UCITS and other UCIs, including other compartments of the Company pursuant to Article 181 of the Luxembourg Law of 17 December 2010 relating to undertakings for collective investment. The Target Fund may also invest in depositary receipts (such as American depositary receipts, global depositary receipts and European depositary receipts). The Target Fund may invest up to 30% of its net assets in China A Shares through (i) the QFI status granted to the QFI holder, and/or (ii) the Shanghai-Hong Kong Stock Connect programme and/or (iii) the Shenzhen-Hong Kong Stock Connect programme. The Target Fund may also use financial derivative instruments on China A Shares. The Target Fund will not invest more than 10% of its assets in bonds or any other debt security (including convertible bonds and preference shares), money market instruments, derivatives and/or structured products whose underliers are, or offer exposure to, bonds or similar debt and interest-rate securities. By analogy, investments in undertakings for collective investment whose main objective is to invest in the assets listed above are also included in the 10% limit. The Target Fund may also invest in structured products, such as bonds or other transferable securities whose returns are linked to the performance of an index, transferable securities or a basket of transferable securities, or an undertaking for collective investment, for example. The Target Fund may enter into Securities Lending Agreements and Repurchase and Reverse Repurchase Agreements in order to increase its capital or its income or to reduce its costs or risks. The expected level of exposure to Securities

	Lending Agreements will be between 0% and 5% of the Target Fund's net assets. The use of these transactions will mainly depend on the demand of the market for the securities and the risks inherent to those operations. This demand fluctuates over time and cannot be forecasted precisely. At the date of the Target Fund Prospectus, the Target Fund will not be exposed to Repurchase Agreements, Reverse Repurchase Agreements and total return swaps. Should the Target Fund decide to enter into this type of operations in the future, the Target Fund Prospectus will be updated prior to such use. The Target Fund may use derivative techniques and instruments for efficient management, within the limits specified in the investment restrictions of the Target Fund. German Investment Tax Act restriction: The Target Fund qualifies as an "equity fund" according to the German Investment Tax Act (2018). To maintain that qualification, more than 50% of the Target Fund's assets will be continuously invested in equity assets. Risk management method: The Target Fund uses commitment approach methodology to calculate its global exposure. **Sustainable Investment Policy** The Target Fund is classified as Article 8 under the SFDR and it promotes environmental and/or social characteristics. The investment approach is incorporated at each step of the investment process of the Target Fund to ensure that the Target Fund's investments are in line with the investment approach adopted and the overall impact of such investments of the Target Fund is not inconsistent with any other sustainable principles. The strategy applies ESG criteria which consists of four step ESG procedure: 1. **Exclusion**: For thematic strategies, additional exclusions and more stringent revenue thresholds apply to the Management Company's Exclusion Framework, articulated in the Management Company's Responsible Investment Policy (https://am.pictet/-/media/pam/pam-common-gallery/pictet-asset-management/responsible-investment-policy.pdf). For these strategies, the Management Company systematically exclude stocks that have negative impacts on the environment or society. If a company's revenues generated by such activities are above the threshold, the company is excluded from the universe. 2. **Thematic inclusion**: The Management Company first identify an initial universe of listed companies active in premium consumer products. Defining the theme ensures that only companies with sufficient exposure to premium activities are eligible for investment. The Management Company includes companies in the investable universe only if at least 50% of the sales (or Enterprise Value, earnings before interest and taxes (EBIT) or earnings before interest, taxes, depreciation and amortisation (EBITDA)) is derived from aspirational brands ("purity" to the theme). By applying the positive screen, the Management Company narrows the universe down from 40,000 to 120 companies. On average, the Target Fund has a purity of over 70%. 3. **ESG integration**: To help the Management Company identify responsible brands, the Management Company focuses in its due diligence process on brand integrity (i.e., the company's commitment to sustainability

	and social responsibility). This includes a wide array of considerations, from the thorough management of supply chains to the direct and indirect environmental impacts of their production processes as well as the company's overall accountability on ESG issues. The Management Company also take into account the relationships of the management with communities, the compliance with labor rights, respect of human rights and their philanthropic activities. To track the material ESG issues that the Target Fund is exposed to, the Management Company has developed a proprietary ESG integration framework. As a first step, a materiality assessment is done at the companies' peer group level to identify material ESG topics by comparing companies with similar business models. Once the most material ESG topics are identified for each peer group, the Management Company analyses the quality of management of individual companies with regards to those topics. Resulting ESG scores lead to premiums or discounts applied to the target weights of stocks in the Target Fund. The framework is currently rolling out and will be integrated in the day to day management at the latest quarter 4 of 2023. Additionally, the Investment Manager has access to the ESG scorecard platform – which aims to standardise (in order to render comparable) various third party provided scores across 4 areas of governance, products & services, operation risks and controversies. This enables the Investment Manager to see potential areas of red flags in which they may wish to better understand and address with the relevant company management team or engage on more formally. 4. **Active Ownership (Proxy Voting and Engagement)** **Proxy Voting** Voting rights are systematically exercised at general assembly meetings in accordance with the Management Company's voting policy. Corporate governance forms part of the Management Company's evaluation prior to investment and, for most part therefore, the Management Company expects to support management of investee companies. The Management Company's voting policy takes account of internationally recognised standards of corporate governance and, subject to its expectation to support management of investee companies, the Management Company would vote against resolutions that are not in shareholder interest. **Engagement** The Management Company considers it is its fiduciary duty to engage selected corporate issuers in order to positively influence a company's ESG performance and to protect or enhance the value of its clients' investments. The Management Company presses management to adopt appropriate policies, practices and disclosure in line with established best practice but focuses on those that lag behind or where accidents or events bring to light structural weaknesses in their governance and/or management of environmental and social issues. Where appropriate, the Management Company engages companies on material ESG issues, to satisfy itself that they fully understand and address them effectively over the short, medium and long term. The Management Company engages issuers through a combination of targeted in-house-led discussions, third-party engagement services and via collaborative institutional investor initiatives. The environmental and social characteristics of the Target Fund are: • Positive tilt:

	The Target Fund seeks to increase the weight of securities with low sustainability risks and/or decrease the weight of securities with high sustainability risks and, as a result, has a better environmental, social and governance (ESG) profile than the reference index of the Target Fund. • Norms- and values-based exclusions: The Target Fund excludes issuers that are in severe breach of international norms or have significant activities with adverse impacts on society or the environment. • Active ownership: The Target Fund methodically exercises its voting rights. The Target Fund may also engage with the management of companies on material ESG issues and may discontinue investment if progress proves unsatisfactory. Sustainability indicators that are used by the Target Fund to measure how the environmental or social characteristics promoted by the Target Fund are attained include: • overall ESG profile; • Principle Adverse Impact (PAI) indicators such as exposure to issuers that are in severe breach of international norms or have significant activities with adverse environmental or social impacts on society or the environment; and • percentage of eligible company meetings where voting rights were exercised. The Target Fund's binding elements of the investment strategy used to select the investments for the Target Fund include: • exclusion of issuers that: – are involved in the production of controversial weapons including anti-personnel mines, cluster munitions, biological and chemical weapons, nuclear weapons and depleted uranium – derive a significant portion of their revenue from activities detrimental to society or the environment, such as thermal coal extraction and power generation, unconventional oil and gas exploration and production, conventional oil and gas production, nuclear power generation, conventional weapons and small arms, military contracting weapons and weapon-related products and services, tobacco production, adult entertainment production, gambling operations, genetically modified organisms development/growth, pesticides product/retail. – severely violate international norms including the United Nations Global Compact principles on human rights, labour standards, environmental protection and anti-corruption • a better ESG profile than the reference index of the Target Fund • ESG criteria analysis of eligible securities that covers at least 90% of net assets or the number of issuers in the portfolio. In assessing good governance practices of the investee companies, the Target Fund assesses company decision-making processes and controls, as well as how management balances the interests of shareholders, employees, suppliers, customers, the community and other stakeholders. Assessed areas may include: – the composition of the executive team and board of directors, including the experience, diversity and distribution of roles, along with succession planning and board evaluation; – executive remuneration, including short term and long term incentives and their alignment with investor interests; – risk control and reporting, including auditor independence and tenure; and – shareholder rights, including one-share-one-vote and related-party transactions. To ensure ongoing compliance, the Target Fund monitors the ESG profile of all securities and issuers that form part of the minimum percentage of environmental

	or social investments. ESG monitoring is deeply integrated into the Management Company's three lines model which upholds the Management Company's risk management framework. At the first line, the Management Company's ESG Analytics team and Investment Risk work closely with the investment team and define the integration of ESG into the Management Company's Investment Risk framework. Target Fund risk analysis is supported by ESG risk dashboards that provide transparency at Target Fund level on single or company-specific ESG issues, as well as systemic risk factors. ESG factors are regularly added to the risk monitoring framework as new data sources become available. An Investment Controlling unit monitors adherence to exclusions, client-specific constraints and checks that the Target Fund complies with its policy and restrictions. The second line including Compliance, Management Company and Business Risk teams are responsible for independent monitoring of internal risk limits and indicators, including related to thresholds relevant to sustainability/ESG funds, and ensuring regulatory compliance for investment risk-related matters. ESG and greenwashing risks are also considered as part of the Management Company's Business Risk Management framework. The results of oversight performed by the second line are reported quarterly through the Management Company's governance. Finally, the third line with internal and external audit, provides independent challenge to the assurances provided by business operations and oversight functions, including around ESG policies and processes. The Target Fund is at least 90% aligned with environmental or social characteristics. The Target Fund draws on information from various sources, such as proprietary fundamental analysis, ESG research providers, third-party analyses (including those from brokers), credit rating services and financial and general media. Based on this information, the Investment Manager may decide to add or discontinue certain securities, or increase or decrease its holdings in certain securities. If the investments of the Target Fund become inconsistent with its investment strategies and policies, the Investment Manager may adopt one or more or a combination of the following steps: • any significant ESG violations of companies (for example acquiring a subsidiary involved in controversial activities such as gambling or severe controversies) would ultimately lead to the sale of a position on a best effort basis, not later than 3 months after taking effect depending on market conditions. The Target Fund does not hold long-term cash for investment purposes and any cash from the sale of such a position would be reinvested in other companies in the investable universe. • in the case of less severe ESG issues which may have a direct impact on the Target Fund's portfolio weights, the Investment Manager may engage with the companies as the Investment Manager believes it can enhance long-term returns for its clients, both through value creation and risk mitigation. The Investment Manager's sell discipline is not based on a single factor but rather results from a combination of all factors captured in the fundamental company score (including ESG indicators). Most of the time, changes in these factors lead to adjustments in portfolio weights. For already small positions, a further deterioration in the score can lead to a sale. Changes in the ESG outlook is treated in the same manner as a change in non-ESG characteristics. The Investment Manager decreases or sells a position if the target weight indicated by the investment process starts to decline or goes to zero. This can happen under a number of scenarios, for example: • A negative change in a company's fundamentals could prompt a reconsideration of its business franchise score. This could be linked to deterioration in end markets demand or to erosion of the company's ability to generate cash flow. It could also be triggered by ESG events, for example

	involvement in significant controversies that would undermine the Investment Manager's fundamental conviction in the company. • Any changes in the management score that could be induced by a change in chief executive officer, impairing the ability of the management to meet long term objectives or by a significant decrease in governance related ESG scores. • A negative change in stock valuation, i.e. typically an increase in price relative to peers, would trigger a valuation analysis to see whether a higher price is justified by an improvement in the fundamentals or in the earnings growth prospects of the company. If this is not the case, the Investment Manager will reduce the position or sell the stock if appropriate, according to the investment process.
Investment Restrictions of the Target Fund	See Appendix of Section 14
Specific Risks of the Target Fund	See Appendix of Section 14
Distribution Policy of the Target Fund	Accumulated. Any revenue attributable to the Class USD Hedged - I of the Target Fund will not be distributed but rather invested in Class USD Hedged - I of the Target Fund.
Fees and Charges of the Target Fund	The fees and charges incurred by the Fund when investing in the Target Fund are as follows: Front-end load: None. Back-end load: None. Management fee: Up to 1.20% per annum of the average net asset value attributable to Class USD Hedged – I. The management fee of the Target Fund is included in the annual management fee of the Fund and there shall be no double charging of management fee. Service fee: Up to 0.30% per annum of the average net asset value attributable to Class USD Hedged – I. An additional 5 basis points fee applies for hedged share class of the Target Fund. Depositary bank fee: 0.05% per annum of the average net asset value attributable to Class USD Hedged – I. **Impact on Fees and Charges of the Target Fund on the Costs of Investing in the Fund** There are fees (as mentioned above) and general expenses which will be charged to the Target Fund; therefore, Unit Holders are indirectly bearing the fees and expenses charged at the Target Fund level as well as the fees and expenses of the Fund. ***Investors may be subjected to higher fees arising from the layered investment structure of a feeder fund.***
Redemption Policy of the Target Fund	Shareholders are entitled to apply for the redemption of some or all of their shares at any time based on the redemption price by sending the transfer agent or other authorised institutions a redemption request accompanied by their share certificates, if issued. Any redemption request is irrevocable unless the determination of the net asset value is suspended in accordance with the section "Suspension of Net Asset Value Calculation, Subscriptions, Redemptions and Switches" below.

	Subject to the approval of the shareholders concerned, the board of directors of the Company may allow in-kind payment for shares. The Company's statutory auditor will report on any such in-kind payment, giving details of the quantity, denomination and valuation method used for the securities in question. The corresponding fees will be charged to the shareholders in question. The equivalent amount paid for shares submitted for redemption shall be paid by credit transfer in the currency of the class of shares in question, or in another currency, in which case any costs for currency conversion may be borne by the Target Fund. Settlements Redemption prices will be paid within 2 week days following the applicable valuation day of the Target Fund. If, on the settlement, banks are not open for business, or an interbank settlement system is not operational, in the country of the currency of the Target Fund or share class of the Target Fund, then settlement will be on the next week day on which those banks and settlement systems are open. **Deferral of Redemption and Switch Requests** If, following redemption or switch requests, it is necessary as at a given valuation day of the Target Fund to redeem more than 10% of the shares issued for the Target Fund, the board of directors of the Company may decide that all redemption and switch requests in excess of this 10% threshold be deferred until the next valuation day of the Target Fund as at which the redemption price is calculated for the Target Fund. On that next valuation day of the Target Fund, redemption or switch applications that have been deferred (and not withdrawn) will have priority over applications received for that particular valuation day of the Target Fund (which have not been deferred).
Suspension of Net Asset Value Calculation, Subscriptions, Redemptions and Switches	The Company may suspend the calculation of the net asset value of shares in the Target Fund or, if the context so requires, of a class of shares, and the issue and redemption of shares in the Target Fund (or class of shares), as well as conversion from and into these shares in the following case: (1) When one or more stock exchanges or markets on which a significant percentage of the Company's assets are valued or one or more foreign exchange markets in the currencies in which the net asset value of shares is expressed or in which a substantial portion of the Company's assets is held, are closed, other than for normal holidays or if dealings on them are suspended, restricted or subject to major fluctuations in the short term; (2) When, as a result of political, economic, military, monetary or social events, strikes or any other cases of force majeure outside the responsibility and control of the Company, the disposal of the Company's assets is not reasonably or normally practicable without being seriously detrimental to shareholders' interests; (3) When there is a breakdown in the normal means of communication used to calculate the value of an asset in the Company or if, for whatever reason, the value of an asset in the Company cannot be calculated as promptly or as accurately as required; (4) When, as a result of currency restrictions or restrictions on the movement of capital, transactions for the Company are rendered impracticable, or purchases or sales of the Company's assets cannot be carried out at normal rates of exchange; (5) In the event of the publication (i) of a notice of a general meeting of shareholders at which the dissolution and the liquidation of the Company

	or of a class of shares or of the Target Fund are proposed or (ii) of a notice informing the shareholders of the board of directors of the Company's decision to liquidate the Target Fund and/or classes of shares, or, to the extent that such a suspension is justified by the need to protect shareholders, (iii) of a notice of a general meeting of shareholders called to decide on the merger of the Company or of one or more compartment(s) in the Company or the split/consolidation of one or more classes of shares; or (iv) of a notice informing the shareholders of the board of directors of the Company's decision to merge one or more compartment(s) in the Company or to split/consolidate one or more classes of shares; (6) When for any other reason, the value of the assets or of the debts and liabilities attributable respectively to the Company or to the Target Fund cannot be quickly or accurately determined; (7) During any period when the determination of the net asset value per share of investment funds representing a material part of the assets of the relevant class of shares is suspended; (8) For any other circumstance in which failure to suspend could result, either for the Company, the Target Fund, classes of shares or its shareholders, in certain liabilities, financial disadvantages or any other harm for the Company that the Target Fund, class of shares or its shareholders would not otherwise experience. For compartments of the Company which invest their assets through a company wholly controlled by the Company, only the underlying investments will be taken into account for the implementation of the above restrictions and the intermediary company will be treated as though it did not exist. In such cases, shareholders who have submitted applications to subscribe to, redeem or switch shares in compartments of the Company affected by the suspension measures will be notified.
Swing Pricing Mechanism / Spread	Portfolio transactions triggered by subscriptions and redemptions (subscriptions and redemptions being referred hereinafter as "capital activity") are liable to generate expenses as well as a difference between the trading price and the valuation of investments or divestments. To protect existing or remaining shareholders in the Target Fund against this adverse effect, called "dilution", investors entering into the Target Fund or shareholders exiting it may have to bear the cost of these negative effects. These costs (estimated at a flat rate or effective value) may be invoiced separately or charged by adjusting the net asset value of the Target Fund either down or up (swing pricing mechanism). In order to protect shareholders of the Target Fund, the Management Company has established and implemented a swing pricing mechanism policy governing the application of the swing pricing mechanism. This policy will be reviewed and revised periodically. The Management Company may decide to apply either (i) a full swing or (ii) a partial swing. In case of a full swing, the net asset value of the Target Fund will be adjusted each time there is capital activity, regardless of its size or importance to the Target Fund. In case of a partial swing, the net asset value of the Target Fund will be adjusted if on a specific valuation day of the Target Fund the capital activity for the Target Fund results in a net increase or decrease of cash flow exceeding a predetermined threshold (known as swing threshold) expressed as a percentage of the net asset value of the Target Fund. The swing threshold is determined by the Management Company in accordance with its swing pricing mechanism policy.

	The adjustment, known as the swing factor, can reflect the estimated fiscal charges and dealing costs that may be incurred by the Target Fund and/or the estimated bid/offer spread of the assets in which the Target Fund invests. The swing factor is determined by the Management Company in accordance with its swing pricing mechanism policy. The adjustment will not exceed 2% of the net asset value of the Target Fund. The net asset value of the Target Fund will be adjusted upward or downward using the swing factor depending on the net capital activity of the relevant valuation day of the Target Fund. The swing pricing mechanism is applied by the central administration agent under the supervision of the Management Company. Swing pricing mechanism is applied at the level of the Target Fund (not at the share class level) and does not address the specific circumstances of each individual investor transaction. The swing pricing mechanism is not designed to provide a full protection of shareholders of the Target Fund against dilution. These procedures apply in an equitable manner to all shareholders of the Target Fund on the same valuation day of the Target Fund. The board of directors of the Company may decide to increase the maximum adjustment limit (invoiced separately or charged by adjusting the net asset value) stated in the Target Fund Prospectus in exceptional circumstances and on a temporary basis, to protect shareholders' interests.
Dilution Levy	In certain exceptional circumstances such as, for example: • significant trading volumes, and/or • market disturbances, and • in any other cases when the board of directors of the Company deems, at its sole discretion, that the interest of the existing shareholders (concerning issues/switches) or of the remaining shareholders (concerning redemptions/switches) might be negatively affected, the board of directors of the Company will be authorised to charge a dilution levy for a maximum of 2% of the value of the net asset value on the issue, redemption and/or switch price. In cases when it is charged, this dilution levy will equitably apply, as at a given valuation day of the Target Fund, to all investors of the Target Fund having sent a subscription /redemption or switch request. It will be paid to the Target Fund and will become an integral part of the assets of the Target Fund. The dilution levy thus applied will be calculated with reference in particular to market effects as well as to the dealing costs incurred for transactions on the underlying investments for the Target Fund, including any applicable commissions, spreads and transfer taxes. The dilution levy may be cumulative with the corrections to the net asset value as described in the section "Swing Pricing Mechanism/ Spread" above.

Prospective investors should read and understand the contents of this Prospectus and, if necessary, should consult their adviser(s).

If you are interested in the Fund, have any queries or require further information, please contact our client servicing personnel at 03-2297 7888 at any time during office hours (8.45 a.m. to 5.45 p.m.) from Monday to Thursday and (8.45 a.m. to 4.45 p.m.) on Friday on a Business Day. Alternatively, you may e-mail your enquiries to mamcs@maybank.com.my.

(4) FEES, CHARGES AND EXPENSES

Due to multiple Classes in this Fund, the indirect fees and/or charges for the Fund are apportioned based on the size of the Class relative to the whole Fund. This means that the multi-class ratio ("MCR") is calculated by taking the "value of a Class" for a particular day and dividing it with the "value of the Fund" for that same day. This apportionment is expressed as a ratio and is calculated as a percentage. As an illustration, assuming there is an indirect fee chargeable to the Fund of USD100 and the size of MYR Class, MYR (Hedged) Class, USD Class, SGD (Hedged) Class and AUD (Hedged) Class over the size of the Fund is 40%,20%, 20%, 10% and 10% respectively. The ratio of the apportionment based on the percentage will be 40:20:20:10:10, 40% being borne by MYR Class, 20% being borne by MYR (Hedged) Class, 20% being borne by USD Class, 10% being borne by SGD (Hedged) Class and 10% being borne by AUD (Hedged) Class.

Please refer to the illustration in Section 5.3 of this Prospectus below for better clarity.

Charges

The following describes the charges that you may **directly** incur when buying or redeeming Units:

4.1 Sales Charge

MYR Class	MYR (Hedged) Class	USD Class	SGD (Hedged) Class	AUD (Hedged) Class
Up to 6.50% of the NAV per Unit.				

Notes:
(1) Investors may negotiate for a lower sales charge.
(2) We reserve the right to waive or reduce the sales charge.
(3) All sales charge will be rounded up to two (2) decimal places and will be retained by us.
(4) There is no front-end load for investing in the Target Fund. Hence, the sales charge will be charged at the Fund level only.

4.2 Redemption Charge

Nil.

4.3 Transfer Fee

MYR Class	MYR (Hedged) Class	USD Class	SGD (Hedged) Class	AUD (Hedged) Class
RM10.00 per transfer.	RM10.00 per transfer.	USD10.00 per transfer.	SGD10.00 per transfer.	AUD10.00 per transfer.

Notes:
(1) We reserve the right to waive the transfer fee.
(2) We reserve the right to decline any transfer request if such transfer will expose us to any liability and/or will contravene any law or regulatory requirements, whether or not having the force of law.

4.4 Switching Fee

MYR Class	MYR (Hedged) Class	USD Class	SGD (Hedged) Class	AUD (Hedged) Class
RM10.00 per switch.	RM10.00 per switch.	USD10.00 per switch.	SGD10.00 per switch.	AUD10.00 per switch.

Notes:
(1) We reserve the right to waive the switching fee.
(2) In addition to the switching fee, you will also have to pay the difference in sales charge when switching from a fund with lower sales charge to a fund with higher sales charge.

Fees and Expenses

The fees and expenses **indirectly** incurred by you when investing in the Fund are as follows:

4.5 Annual Management Fee

MYR Class	MYR (Hedged) Class	USD Class	SGD (Hedged) Class	AUD (Hedged) Class
Up to 2.00% per annum of the NAV of each Class.				

Note:
The annual management fee is inclusive of the management fee charged by the Target Fund. There shall be no double charging of management fee at the Fund level and Target Fund level.

Illustration – *Computation of management fee*

Example:

Assuming that the NAV of the MYR Class is USD100 million for that day, the accrued management fee for the MYR Class for that day would be:

$$\frac{\text{USD100,000,000 x 2.00\%}}{\text{365 days}} = \text{USD5,479.45 per day}$$

The management fee is calculated and accrued daily in the Base Currency, and is paid monthly to us.

4.6 Annual Trustee Fee

0.04% per annum of the NAV of the Fund (excluding foreign custodian fees and charges).

Illustration – *Computation of trustee fee*

Example:

Assuming that the NAV of the Fund is USD100 million for that day, the accrued trustee fee for the Fund for that day would be:

$$\frac{\text{USD100,000,000 x 0.04\%}}{\text{365 days}} = \text{USD109.59 per day}$$

The trustee fee is calculated and accrued daily in the Base Currency, and is paid monthly to the Trustee.

4.7 Fund Expenses

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

(i) 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;

(ii) taxes and other duties charged on the Fund by the government and/or other authorities;

(iii) fees and expenses properly incurred by the auditors appointed for the Fund;

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

(v) 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;

(vi) 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;

(vii) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;

(viii) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;

(ix) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;

(x) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;

(xi) costs, fees and expenses incurred in the termination of the Fund or a Class or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;

(xii) 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 ordered by the court not to be reimbursed by the Fund);

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

(xiv) 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;

(xv) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians for taking into its custody any foreign assets of the Fund;

(xvi) expenses and charges incurred in connection with the printing and postage for the annual or semi-annual report, tax certificates, reinvestment statements and other services associated with the administration of the Fund;

(xvii) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;

(xviii) fees in relation to fund accounting;

(xix) costs, fees and expenses incurred for the subscription and maintenance of the benchmark index; and

(xx) 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 (i) to (xix) above.

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

4.8 Policy on Stockbroking Rebates and Soft Commissions

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

However, soft commissions provided by any broker or dealer may be retained by us if:

(i) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;

(ii) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and

(iii) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and we will not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

4.9 Tax

Unit Holders and/or the Fund, as the case may be, will bear any tax which may be imposed by the government or other authorities from time to time in addition to the applicable fees, charges and expenses stated in this Prospectus.

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

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

(5) TRANSACTION INFORMATION

5.1 Bases of Valuation of Investments

Collective investment schemes

The value of any investment in the Target Fund, an unquoted collective investment scheme, is valued each day based on the last published redemption price per unit for the Target Fund.

Money market instruments

Investments in commercial papers and treasury bills are valued each day based on the price quoted by bond pricing agency ("BPA") registered with the SC. Where we are of the view that the price quoted by BPA differs from the market price by more than 20 basis points, we may use the market price provided that we:

(i) record our basis for using a non-BPA price;
(ii) obtain the necessary internal approvals to use the non-BPA price; and
(iii) keep an audit trail of all decisions and basis for adopting the market yield.

For investments in money market instruments with remaining term to maturity of not more than 90 days at the time of acquisition, such instruments are valued each day based on amortised cost. The risk of using amortised cost accounting is the mispricing of the money market instruments. We will monitor the valuation of such money market instruments using amortised cost method against the market value on a daily basis and will use the market value if the difference in valuation exceeds 3%.

Deposits

Deposits placed with financial institutions are valued each day by reference to the value of such investments and the interests accrued thereon for the relevant period.

Derivatives

Derivative positions will be valued daily at fair value, as determined in good faith by us based on methods or bases which have been verified by the auditor and approved by the Trustee.

Foreign exchange rate conversion

Where the value of an asset of the Fund is denominated in a foreign currency (if any), the assets are translated on a daily basis to USD using the bid foreign exchange rate quoted by either Reuters or Bloomberg, at United Kingdom time 4.00 p.m. which is equivalent to 11.00 p.m. or 12.00 midnight (Malaysia time) on the same day, or such other time as prescribed from time to time by FIMM or any relevant laws.

Any other investments

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

5.2 Valuation Point

The Fund is valued once every Business Day after the close of the market in which the portfolio of the Fund is invested for the relevant day but not later than the end of the next Business Day.

As such, the daily price of the Fund for a particular Business Day will not be published on the next Business Day but will instead be published two (2) Business Days later (i.e. the price will be two (2) days old).

5.3 Computation of NAV and NAV per Unit

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

Please note that the example below is for illustration only:

		Fund (USD)	MYR Class (USD)	MYR (Hedged) Class (USD)	USD Class (USD)	SGD (Hedged) Class (USD)	AUD (Hedged) Class (USD)
	Value of the Fund/Class	101,500,000.00					
Add:	Other assets (including cash) & income	200,000.00					
Less:	Liabilities	100,000.00					
	NAV of the Fund before deducting management fee and trustee fee for the day	101,600,000.00					
	Multi-class ratio^	100%	40%	20%	20%	10%	10%
	NAV of the Class before deducting management fee and trustee fee for the day		40,640,000.00	20,320,000.00	20,320,000.00	10,160,000.00	10,160,000.00
Less:	Management fee for the day		(40,640,000 x 2.00% / 365 days)	(20,320,000 x 2.00% / 365 days)	(20,320,000x 2.00% / 365 days)	(10,160,000 x 2.00% / 365 days)	(10,160,000 x 2.00% / 365 days)
		5,567.11	2,226.85	1,113.42	1,113.42	556.71	556.71
Less:	Trustee fee for the day		(40,640,000 x 0.04% / 365 days)	(20,320,000 x 0.04% / 365 days)	(20,320,000x 0.04% / 365 days)	(10,160,000 x 0.04% / 365 days)	(10,160,000 x 0.04% / 365 days)
		111.34	44.54	22.27	22.27	11.13	11.13
Total NAV (USD)		101,594,321.55	40,637,728.61	20,318,864.31	20,318,864.31	10,159,432.16	10,159,432.16

^Multi-class ratio is apportioned based on the size of the Class relative to the whole Fund. This means the multi-class ratio is calculated by taking the value of a Class for a particular day and dividing it with the value of the Fund for that same day. This apportionment is expressed as a ratio and calculated as a percentage.

The NAV per Unit of a Class is calculated by dividing the NAV of the Fund attributable to the Class by the number of Units in circulation of that Class at the end of each Business Day.

Assuming there are 200,000,000 Units of the Fund in circulation at the point of valuation, the NAV per Unit of a Class shall therefore be calculated as follows:

		Fund (USD)	**MYR Class (USD)**	**MYR (Hedged) Class (USD)**	**USD Class (USD)**	**SGD (Hedged) Class (USD)**	**AUD (Hedged) Class (USD)**
	NAV	101,594,321.55	40,637,728.61	20,318,864.31	20,318,864.31	10,159,432.16	10,159,432.16
Divide:	Units in circulation		80,000,000	40,000,000	40,000,000	20,000,000	20,000,000
	NAV per Unit of the Class (USD)		0.5080	0.5080	0.5080	0.5080	0.5080
	Conversion to RM (at USD1.00: RM4.50 exchange rate)		RM2.2860	RM2.2860			
	Conversion to SGD (at USD1.00: SGD1.40 exchange rate)					SGD0.7112	
	Conversion to AUD (at USD1.00: AUD1.50 exchange rate)						AUD0.7620

**The NAV per Unit of each Class will be rounded up to 4 decimal places for the purposes of publication of the NAV per Unit.*

5.4 Pricing of Units

Single Pricing Regime

We adopt a **single pricing regime** in calculating your investments into the Fund and redemption of Units. This means that all purchases and redemptions are transacted on a single price (i.e. NAV per Unit). You would therefore purchase and redeem Units at NAV per Unit. The Selling Price per Unit and Redemption Price per Unit are based on Forward Pricing.

Selling Price of Units

The Selling Price of a Unit of a Class of the Fund is the NAV per Unit at the next valuation point after the request to purchase Units is received by us (Forward Pricing). The sales charge applicable to the Class is payable by you in addition to the Selling Price for the Units purchased.

Calculation of Selling Price

Illustration – Sale of Units

Example:

If you wish to invest RM10,000.00 in MYR Class before 4.00 p.m. on a Business Day, and if the sales charge is 6.50% of the NAV per Unit, the total amount to be paid by you and the number of Units issued to you will be as follows:

Sales charge incurred $= \dfrac{\text{investment amount}}{1 + \text{sales charge (\%)}} \times \text{sales charge (\%)}$

$= \dfrac{\text{RM10,000}}{1 + 6.50\%} \times 6.50\%$

= RM610.33

Net investment amount = investment amount – sales charge
= RM10,000 – RM610.33
= RM9,389.67

Units credited to investor = net investment amount / NAV per Unit
= RM9,389.67 / RM1.000
= 9,389.67 Units

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

Redemption Price of Units

The Redemption Price of a Unit of a Class of the Fund is the NAV per Unit at the next valuation point after the redemption request is received by us (Forward Pricing).

Calculation of Redemption Price

Illustration – Redemption of Units

Example:

If you wish to redeem 10,000.00 Units from MYR Class before 4.00 p.m. on a Business Day, and if no redemption charge is imposed, the total amount to be paid to you will be as follows:

In the event that the NAV per Unit for MYR Class at the end of the Business Day = RM1.0000

Redemption charge payable by you = 0% x [10,000.00 Units x RM1.0000] = **RM0.00**

The total amount to be paid to you will be:
= the number of Units to be redeemed multiplied with the NAV per Unit less redemption charge

= [10,000.00 Units x RM1.0000] – RM0.00
= **RM10,000.00**

Therefore, you will receive **RM10,000.00** as redemption proceeds.

5.5 Incorrect Pricing

We shall ensure that the Fund and the Units are correctly valued and priced according to the Deed and all relevant laws. Where there is an error in the valuation and pricing of the Fund and/or Units, any incorrect valuation and pricing of the Fund and/or Units which is deemed to be significant will involve the reimbursement of money in the following manner:

(i) by us to the Fund; or

(ii) by the Fund to you and/or the former Unit Holders.

However, reimbursement of money shall only apply if the error is at or above the significant threshold of 0.5% of the NAV per Unit and the amount to be reimbursed is RM10.00 (in the case of a foreign currency Class, 10.00 denominated in the currency denomination of the foreign currency Class) or more.

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

TRANSACTION DETAILS

5.6 How and Where to Purchase and Redeem Units of the Fund

You can purchase and sell Units of the Fund at any of our appointed distributors as set out in Section 13 of this Prospectus.

5.7 Investment

The minimum initial investment and minimum additional investment for each Class of the Fund are set out in the table below:

	MYR Class	MYR (Hedged) Class	USD Class	SGD (Hedged) Class	AUD (Hedged) Class
Minimum Initial Investment^	RM1,000	RM1,000	USD1,000	SGD1,000	AUD1,000
Minimum Additional Investment^	RM100	RM100	USD100	SGD100	AUD100

^ or such other lower amount as determined by us from time to time

Investors are recognised as Unit Holders only after they have been registered in the Unit Holders' register. The registration takes effect from the date we receive and accept the application to purchase Units from you together with the payment thereof.

Note: Our distributors may set a lower minimum initial and/or additional investments than the above for investments made via our distributors subject to their terms and conditions for investment.

Unit holdings for each Class

You should note that there are differences when purchasing Units for each Class in certain circumstances.

There is no difference in terms of investment value of each Unit Holder, and all Unit Holders would have equal voting rights at Unit Holders' meetings of the Fund (if voting is done by poll as the Units held by him or her will be proportionate to the value of the Units).

However, this would not apply in situations where a show of hands is required to pass a resolution at a Unit Holders' meeting of the Fund.

5.8 Redemption of Units

You may redeem part or all of your Units on any Business Day by simply completing the redemption request form and returning it to us.

The minimum Unit holdings for each Class after the redemption must not be less than the Unit holdings set out below:

	MYR Class	MYR (Hedged) Class	USD Class	SGD (Hedged) Class	AUD (Hedged) Class
Minimum Unit holdings^	1,000 Units				

^or such other lower number of Units as determined by us from time to time.

If your Unit holdings, after a redemption request, are below the minimum Unit holdings for the Class, full redemption will be initiated. Transaction costs such as charges for electronic payments, if any, will be borne by you and will be set-off against the redemption proceeds.

There is no restriction in terms of the minimum number of Units for redemption or the frequency of redemption for the Fund.

As the Fund is a feeder fund which invests substantially in the Target Fund and offers Classes denominated in currencies that are different from the Base Currency, the redemption amount received by the Fund may be subject to currency conversion before the redemption proceed is paid to you. As such, you shall be paid within five (5) Business Days from the Fund's receipt of the redemption proceeds from the Target Fund, which would be within nine (9) Business Days from the date the redemption request is received by us.

However, if the redemption application submitted by the Fund to the Target Fund is deferred due to the total redemption and switch requests received by the Target Fund on a valuation day of the Target Fund is in excess of 10% of the shares issued for the Target Fund, the redemption amount will be received by the Fund as and when redemption is made by the management company of the Target Fund on a staggered basis. In such circumstance, we will mirror the redemption process of the Target Fund and disburse the redemption proceeds to the Unit Holders on a staggered basis as well, which would take up to eight (8) Business Days from the day the Target Fund redeems the shares pursuant to the Fund's redemption application.

Illustration on the Fund's redemption payment process in the event of a staggered redemption payment by the Target Fund

Assuming the redemption application received on a particular valuation day of the Target Fund equals 28% of the shares issued for the Target Fund, the shares of the Target Fund will be redeemed in the following manner:

Business Day 1: 10% of the shares issued for the Target Fund

Business Day 2: 10% of the shares issued for the Target Fund
Business Day 3: 8% of the shares issued for the Target Fund

The redemption proceeds will be paid to the Fund on the third (3rd) Business Day from the day the respective shares are redeemed by the Target Fund and the Fund will pay to the Unit Holders within eight (8) Business Days from the day the Target Fund redeems the shares pursuant to the Fund's redemption application.

Please refer to "Redemption Policy of the Target Fund" in Section 3.2 of this Prospectus for details on the redemption payment period of the Target Fund.

5.9 Suspension of Dealing in Units

We may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealing in Units due to exceptional circumstances, where there is good and sufficient reason to do so (e.g., if the dealings of shares in the Target Fund is suspended in the circumstances set out in Section 3.2 under the heading "Suspension of Net Asset Value Calculation, Subscriptions, Redemptions and Switches").

We will cease the suspension as soon as practicable after the aforesaid circumstances has ceased, and in any event within 21 days of commencements of suspension. The period of suspension may be extended if we satisfy the Trustee that it is in the best interest of Unit Holders for the dealing in Units to remain suspended. Such suspension will be subject to weekly review by the Trustee.

Any redemption request received by us during the suspension period will only be accepted and processed on the next Business Day after the cessation of suspension of the Fund. In such cases, Unit Holders will be compelled to remain invested in the Fund for a longer period of time than the stipulated redemption timeline. Hence, their investments will continue to be subjected to the risk factors inherent to the Fund.

Where such suspension is triggered, we will inform all Unit Holders in a timely and appropriate manner of our decision to suspend the dealing in Units.

5.10 Transfer of Units

Transfer of ownership of Units is allowed for this Fund.

Transfer of ownership from the account of the deceased Unit Holder to his/her personal representative will only be undertaken through the process of estate administration and death claims procedures.

5.11 Switching

You are permitted to switch from and to other funds managed by us provided that both funds are denominated in the same currency. Switching is treated as a withdrawal from one (1) fund and an investment into another fund. Switching will be made at the prevailing NAV per Unit of the Class to be switched from on a Business Day when the switching request is received and accepted by us, subject to the availability and any terms and conditions imposed by the intended fund to be switched to, if any.

There is no restriction on the minimum number of Units for a switch or the frequency of switching. However, you must meet the minimum Unit holdings (after the switch) of the Class that you intend to switch from unless you are redeeming all your investments from the Class.

If you switch from a fund with a lower sales charge to a fund with a higher sales charge, you need to pay the difference in sales charge between the sales charges of these two (2) funds in addition to the switching fee. If you switch from a fund with higher sales charge to a fund with a lower sales charge, you do not need to pay the difference in sales charge between these funds.

For example:-

Scenario 1
If you invest in a fund with no sales charge and now wish to switch to another fund which has a sales charge of 1.00% on the net asset value per unit, you will be charged the difference in sales charge of 1.00% on the net asset value per unit of the fund being switched into in addition to the switching fee of the fund you switched from.

Scenario 2
If you invest in a fund with a sales charge of 1.00% on the net asset value per unit and now wish to switch to another fund which has no sales charge, you will not be charged any sales charge.

Any switching request made **on or before the cut off time of 4.00 p.m.** will be made at the NAV per Unit of the Class to be switched from when the switching request is received and accepted by us on a Business Day, subject to availability and any terms and conditions imposed by the intended fund, if any.

Any switching request received or deemed to have been received after this cut-off time would be considered as being transacted on the following Business Day.

We reserve the right to vary the terms and conditions for switching from time to time, which shall be communicated to you in writing.

Note: Our distributors may set an earlier cut-off time for receiving applications in respect of switching of Units. Please check with the respective distributors for their respective cut-off time.

5.12 Dealing Cut-Off Time for Investment and Redemption of Units

The dealing cut-off time is at **4.00 p.m.** on a Business Day.

Any investment application received via e-mail notification (or by fax, if e-mail is down) by us as well as cleared funds (unless any prior arrangement is made with us) received on or before the cut-off time on a Business Day will be processed on the same Business Day based on the Forward Pricing of the Fund.

Any application received after the cut-off time on a Business Day will be treated as having been received on the next Business Day and will be processed on the next Business Day based on the next Forward Pricing of the Fund.

The above is in accordance with the standards issued by FIMM on the dealing cut-off time.

Note: Our distributors may set an earlier cut-off time for receiving applications in respect of any dealing in Units. Please check with the respective distributors for their respective cut-off time.

5.13 Notice of Cooling-off Period

A cooling-off right refers to the right of an individual Unit Holder to obtain a refund of his investment in the Fund if he so requests within the cooling-off period. A cooling-off right is only given to you as an investor, **other than those listed below**, who is investing in any of our funds **for the first time**:

(i) our staff; and

(ii) persons registered with a body approved by the SC to deal in unit trusts.

The cooling-off period shall be for a total of six (6) Business Days commencing from the date the application for Units is received by us.

The refund for every Unit held by you pursuant to the exercise of your cooling-off right shall be as follows:

(a) if the NAV per Unit on the day the Units were first purchased is higher than the NAV per Unit at the point of exercise of the cooling-off right ("Market Price"), the Market Price at the point of cooling-off; or

(b) if the Market Price is higher than the NAV per Unit on the day the Units were first purchased, the NAV per Unit on the day the Units were first purchased; and

(c) the sales charge per Unit originally imposed on the day the Units were purchased.

You will be refunded within seven (7) Business Days from our receipt of your cooling-off application.

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

5.14 Distribution of Income

Distribution, if any, shall be incidental and at the discretion of the Manager.

<u>Mode of Distribution</u>

All income distribution will be reinvested into additional Units in the Fund.

<u>Reinvestment Policy</u>

We will create the Units based on the NAV per Unit* at the income reinvestment date (which is within seven (7) Business Days from the Ex-distribution Date).

** There will be no cost to Unit Holders for reinvestments in new additional Units.*

5.15 Anti-Money Laundering Policies and Procedures

We have established this set of policies and procedures to prevent money laundering activity and to report transactions if it appears to be suspicious, in compliance with the provision of Anti Money-Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act, 2001 ("AMLA"). In view of these, we have a duty to ensure the following are strictly adhered to:

i) Compliance with laws: We shall ensure that laws and regulations are adhered to, the business is conducted in conformity with high ethical standards and that service is not provided where there is good reason to suppose that transactions are associated with money laundering activities;

ii) Co-operation with law enforcement agencies: We shall co-operate fully with law enforcement agencies. This includes taking appropriate measures such as disclosure of information by us to the Financial Intelligence and Enforcement Department in Bank Negara Malaysia;

iii) Policies, procedures and training: We shall adopt policies consistent with the principles set out under the AMLA and ensure that our staff is informed of these policies and provide adequate training to our staff on matters provided under the AMLA; and

iv) Know your customer: We shall obtain satisfactory evidence of the customer's identity and have effective procedure for verifying the bona fides of the customer.

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

(6) THE MANAGEMENT OF THE FUND

6.1 Background Information

Our corporate information, including our experience in operating unit trust funds is available on our website at https://www.maybank-am.com.my/corporate-profile.

6.2 Functions, Duties and Responsibilities of the Manager

Our general functions, duties and responsibilities include, but are not limited to, the following:

- carrying out and conducting business in a proper and diligent manner and be responsible for daily sales and management of the Fund and the general administration of the Fund in accordance with the Deed, the CMSA and the relevant guidelines and other applicable laws at all times;
- observing high standards of integrity and fair dealing in managing the Fund to the best and exclusive interest of the Unit Holders; and
- acting with due care, skill and diligence in managing the Fund and effectively employing the resources and procedures necessary for the proper performance of the Fund.

6.3 Board of Directors of the Manager

We have an experienced board of directors with background in the financial industry. Our business and affairs shall be managed under the direction and oversight of the board of directors. Board meetings are held at least 4 times annually or more frequently should the circumstances require.

The list of our board of directors is available on our website at https://www.maybank-am.com.my/key-people.

6.4 Fund Management Function

The designated fund manager for the Fund is **Syhiful Zamri Bin Abdul Azid.**

Syhiful is the Chief Investment Officer of the Manager and his profile is available on our website at https://www.maybank-am.com.my/key-people.

6.5 Material Litigation

As at LPD, there is no material litigation or arbitration, including any pending or threatened, and there are no facts likely to give rise to any proceedings which might materially affect our business and financial position.

Note: *For more information and/or updated information about the Manager, please refer to our website at https://www.maybank-am.com.*

(7) THE TRUSTEE

7.1 Background of the Trustee

TMF Trustees Malaysia Berhad was incorporated in Malaysia on 1 April 2003 under the Companies Act 1965 (now known as Companies Act 2016) and registered as a trust company under the Trust Companies Act 1949 on 9 October 2003. Its registered and business address is at Level 13, Menara 1 Sentrum, 201, Jalan Tun Sambanthan, Brickfields, 50470 Kuala Lumpur.

The Trustee is part of TMF Group, an independent global service provider in the trust & fiduciary sector. The group has more than 125 offices in 83 jurisdictions in the world. TMF Group started in Malaysia in 1992 with its first office in Labuan International Business Financial Centre (Labuan IBFC), providing trust and fiduciary services. The Kuala Lumpur office was established in 2003 to support the Labuan office in servicing Malaysian clients and to undertake domestic trust business.

7.2 Experience in Trustee Business

The Trustee provide various types of trustee service, such as security trustee for private debt securities (PDS), corporate administrator to asset-backed securities (ABS), trustee for unit trust funds & private trust. The TMF Group provides a more comprehensive range of corporate secretarial services, financial accounting, HR administrative and payroll outsourcing services.

7.3 Duties and Responsibilities of the Trustee

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interest of Unit Holders of the Fund. In performing these functions, the Trustee has to exercise due care and vigilance and is required to act in accordance with the provisions of the Deed, the laws and all relevant guidelines.

The Trustee also assume an oversight function on the management company by ensuring that the management company performs its duties and obligations in accordance with the provisions of the Deed, the laws and all relevant guidelines.

7.4 Trustee's Disclosure of Material Litigation

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

7.5 Trustee's Delegate

The Trustee has appointed Standard Chartered Bank Malaysia Berhad ("SCBMB") as the custodian of the quoted and unquoted investments of the Fund. SCBMB was incorporated in Malaysia under the same name on 29 February 1984 under the Companies Act 1965 (now known as Companies Act 2016) as a public limited company and is a direct subsidiary of Standard Chartered Bank (Singapore) Limited and an indirect subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a license on 1 July 1994 under the Banking and Financial Institutions Act 1989 (now known as the Financial Services Act 2013).

SCBMB is responsible for the Fund's assets settlement and custodising the Fund's asset. The assets are held in the name of the Fund through the custodian's wholly owned subsidiary and nominee company, Cartaban Nominees (Tempatan) Sdn Bhd. All investments are automatically registered into the name of the Fund. The custodian acts only in accordance with the instructions from the Trustee.

(8) SALIENT TERMS OF THE DEED

8.1 Unit Holders' Rights and Liabilities

Unit Holders' Rights

A Unit Holder has the right, amongst others:

1. to receive distribution of income (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 special resolution;
4. to receive annual and semi-annual reports on the Fund; and
5. to enjoy such other rights and privileges as are provided for in the Deed.

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

Unit Holders' Liabilities

1. No Unit Holder is 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 Fund's assets, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

8.2 Maximum Fees and Charges Permitted by the Deed

<table>
<tr><th>Class(es)</th><th>Maximum Sales Charge</th><th>Maximum Redemption Charge</th><th>Maximum Management Fee</th><th>Maximum Trustee Fee</th></tr>
<tr><td>MYR Class</td><td rowspan="5">7.00% of the NAV per Unit</td><td rowspan="5">5.00% of the NAV per Unit</td><td rowspan="5">3.00% per annum of the NAV of the relevant Class</td><td rowspan="5">0.20% per annum of the NAV of the Fund (excluding foreign custodian fees and charges)</td></tr>
<tr><td>MYR (Hedged) Class</td></tr>
<tr><td>USD Class</td></tr>
<tr><td>SGD (Hedged) Class</td></tr>
<tr><td>AUD (Hedged) Class</td></tr>
</table>

Any increase of the fees and/or charges above the maximum stated in the Deed shall require Unit Holders' approval.

8.3 Procedures to Increase the Direct and Indirect Fees and Charges

Sales Charge

The Manager may not charge a sales charge at a rate higher than that disclosed in this Prospectus unless:

(a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;

(b) a supplemental 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 supplemental prospectus or replacement prospectus.

Redemption Charge

The Manager may not charge a redemption charge at a rate higher than that disclosed in this Prospectus unless:

(a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;

(b) a supplemental 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 supplemental prospectus or replacement prospectus.

Management Fee

The Manager may not charge a management fee at a rate higher than that disclosed in this Prospectus unless:

(a) the Manager has come to an agreement with the Trustee on the higher rate;

(b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;

(c) a supplemental prospectus or replacement prospectus stating the higher rate is registered, lodged and issued; and

(d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplemental prospectus or replacement prospectus.

Trustee Fee

The Trustee may not charge a trustee fee at a rate higher than that disclosed in this Prospectus unless:

(a) the Manager has come to an agreement with the Trustee on the higher rate;

(b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;

(c) a supplemental prospectus or replacement prospectus stating the higher rate is registered, lodged and issued; and

(d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplemental prospectus or replacement prospectus.

8.4 Expenses Permitted by the Deed

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

(i) 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;

(ii) taxes and other duties charged on the Fund by the government and/or other authorities;

(iii) fees and expenses properly incurred by the auditors appointed for the Fund;

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

(v) 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;

(vi) 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;

(vii) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;

(viii) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;

(ix) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;

(x) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;

(xi) costs, fees and expenses incurred in the termination of the Fund or a Class or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;

(xii) 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 ordered by the court not to be reimbursed by the Fund);

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

(xiv) 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;

(xv) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians for taking into its custody any foreign assets of the Fund;

(xvi) expenses and charges incurred in connection with the printing and postage for the annual or semi-annual report, tax certificates, reinvestment statements and other services associated with the administration of the Fund;

(xvii) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or warrant or telegraphic transfer;

(xviii) fees in relation to fund accounting;

(xix) costs, fees and expenses incurred for the subscription and maintenance of the benchmark index; and

(xx) 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 (i) to (xix) above.

8.5 Retirement, Removal and Replacement of the Manager

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 its desire so to do, or such other shorter period as the Manager and the Trustee may agree upon, and subject to fulfilment of the conditions as stated in the Deed.

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

(a) if the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the interest of the Unit Holders 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;

(b) 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

(c) if the Manager has gone into liquidation except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business.

If any of the events set out above occurs, the Manager shall upon receipt of a written notice from the Trustee cease to be the management company of the Fund. The Trustee shall, at the same time, in 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.

8.6 Retirement, Removal and Replacement 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 shorter period as the Manager and the Trustee shall agree) and may by deed appoint in its stead a new trustee approved by the relevant authorities and under any relevant law.

The Trustee may be removed and another trustee may be appointed by special resolution of the Unit Holders at a Unit Holders' meeting convened in accordance with the Deed or as stipulated in the CMSA.

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

(a) the Trustee has ceased to exist;

(b) the Trustee has not been validly appointed;

(c) the Trustee is not eligible to be appointed or to act as trustee under any relevant law;

(d) the Trustee has failed or refused to act as trustee in accordance with the provisions or covenants of the Deed or any relevant law;

(e) 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;

(f) 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

(g) 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.

8.7 Termination of the Fund

Termination of the Fund

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

(a) the authorisation of the Fund has been revoked by the SC; or

(b) a special resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.

The Manager may also, in its sole discretion and without having to obtain the prior approval of the Unit Holders, terminate and wind up the Fund if the Manager deems it to be uneconomical for the Manager to continue managing the Fund and the termination of the Fund is in the best interests of the Unit Holders.

Termination of a Class

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

The Manager may also, in its sole discretion and without having to obtain the prior approval of the Unit Holders, terminate the Class if the Manager deems it to be uneconomical for the Manager to continue managing the Class and the termination of the Class is in the best interests of the Unit Holders of the Class.

Procedures for termination of the Fund

Upon the termination of the Fund, the Trustee shall:

(a) sell all the Fund's assets 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;

(b) from time to time distribute to the Unit Holders, in proportion to the number of Units held by them respectively:

    (1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the Fund's assets less any payments for liabilities of the Fund; and

    (2) any available cash produce,

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

(c) in relation to any monies held by the Trustee that remains unclaimed after twelve (12) months, transfer such monies to the Registrar of Unclaimed Moneys, in accordance with the requirements of the Unclaimed Moneys Act 1965.

In the event of the Fund being terminated:

(a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;

(b) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and

(c) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.

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

(a) the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution; and

(b) the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class.

8.8 Unit Holders' Meeting

A Unit Holders' meeting may be called by the Manager, Trustee or Unit Holders. Any such meeting must be convened in accordance with the Deed and/or the Guidelines.

Every question arising at any meeting shall be decided in the first instance by a show of hands unless a poll is demanded or, if it be a question which under the Deed requires a special resolution, a poll shall be taken. On a show of hands every Unit Holder who is present in person or by proxy shall have one (1) vote notwithstanding that a Unit Holder may hold Units in different

Class in the Fund. Upon a poll, the votes by every Unit Holder present in person or by proxy shall be proportionate to the value of Units held by him.

Quorum

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

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

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

(9) CONFLICT OF INTEREST AND RELATED PARTY TRANSACTIONS

Related Party Transactions

Save as disclosed below, there are no existing or proposed related party transactions involving the Fund, us as the manager, the Trustee and/or persons connected to them as at LPD:

Name of Party	Name of Related Party and Nature of Relationship	Existing / Potential Related Party Transaction
The Manager	Maybank The Manager is wholly-owned by Maybank Asset Management Group Berhad ("MAMG"). MAMG is wholly owned by Maybank.	Distributor: Maybank has been appointed as one of the Manager's institutional unit trust scheme advisers. Delegate: The Manager has delegated its back office functions (i.e. the fund accounting and valuation function and maintenance of the register of Unit Holders) to Maybank Securities Solutions which is a unit within Maybank.
	MAMG The Manager is wholly-owned by MAMG.	Delegate: The Manager has delegated its back office functions (i.e. finance, performance attribution, administration, legal, compliance, corporate secretarial services, strategy and project management office and risk management) to MAMG.
	Maybank Shared Services Sdn Bhd Maybank Shared Services Sdn Bhd is wholly-owned by Maybank.	Delegate: The Manager has delegated its back office function (i.e. information technology) to Maybank Shared Services Sdn Bhd.

Policies On Dealing With Conflict Of Interest Situations

We have in place policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, we will not make improper use of our position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interests of Unit Holders.

We and our directors including the person(s) or members of a committee undertaking the oversight function of the Fund will at all times act in the best interests of the Unit Holders of the Fund and will not conduct ourselves in any manner that will result in a conflict of interest or potential conflict of interest. In the unlikely event that any conflict of interest arises, such conflict shall be resolved such that the Fund is not disadvantaged. In the unlikely event that we face conflicts in respect of our duties to the Fund and our duties to the other funds that we manage, we are obliged to act in the best interests of all our investors and will seek to resolve any conflicts fairly and in accordance with the Deed and the relevant laws.

Where a conflict or potential conflict of interest situation arises, it will be evaluated by the compliance department and disclosed to our executive director for the next course of action. Conflict of interest situations involving the executive director will be disclosed to our board of directors for a decision on the next course of action. Directors or staffs who are in advisory positions such as portfolio managers or staffs who have access to information on transactions are not allowed to engage in dealings on their own account. The person(s) or members of a committee undertaking the oversight function of the Fund who hold substantial shareholdings or directorships in public companies shall refrain from any decision making if the Fund invests in the particular share or stocks of such companies.

We have formulated policies and adopted certain procedures to prevent conflicts of interest situations.

They include the following:

(a) the adoption of our policy on ownership of shares and stocks of limited companies by our employees. The policy includes a requirement for all employees to submit a written declaration of their interests in the securities of limited companies;

(b) prohibition of employees involved in share trading on the stock market, from trading in the open market in their private capacity, except with prior approval of the chief executive officer and compliance officer, or for the purpose of disposing shares in quoted limited companies acquired through sources permitted by us;

(c) limits set when using brokers, dealers and/or financial institutions for dealings of the investments of the unit trust funds;

(d) duties for making investment decisions, raising accounting entries and ensuring that payments are properly segregated and carried out by different departments which are headed by separate persons;

(e) investment procedures, authorised signatories and authorised limits are properly documented in our standard operating procedures;

(f) holding meetings with the Trustee on a case to case basis to discuss issues related to the management of the unit trust fund, including conflict of interest situations; and

(g) a proper segregation of duties to prevent conflict of interest situations.

In addition, a periodic declaration of securities trading is required from all employees and our executive director, to ensure that there is no potential conflict of interest between the employees' securities trading and the execution of the employees' duties to us and our customers. We have also appointed a senior compliance officer whose duties include monitoring and resolving conflict of interest situations in relation to unit trust funds managed and administered by us.

As at LPD, we are not aware of any existing or potential conflict of interest situations which may arise.

Other Declarations

The solicitors and tax adviser confirm that there are no existing or potential conflicts of interest in their respective capacity as advisors for us.

(10) ADDITIONAL INFORMATION

(a) Official Receipt and Statement of Investment

Each time you purchase Units or conduct any other transaction for the Fund, a confirmation advice is sent out to you by ordinary post. A computer generated statement will also be issued to provide you with a record of each and every transaction made in the account so that you may confirm the status and accuracy of your transactions, as well as to provide you with an updated record of your investment account(s) with us.

(b) Customer Service of the Manager

Unit Holders can seek assistance on any issue relating to the Fund, from our client servicing personnel at our office at 03 – 2297 7888 from 8.45 a.m. to 5.45 p.m. from Monday to Thursday and from 8.45 a.m. to 4.45 p.m. on Friday. Alternatively, you may e-mail your enquiries to mamcs@maybank.com.my.

(c) Keeping Track of the Daily Prices of Units

We will publish the Fund's NAV per Unit on our website at https://www.maybank-am.com.my.

As the Fund has exposure to investment in foreign markets, the NAV per Unit for a particular Business Day will be published two (2) Business Days later.

(d) Financial Reports

You will be informed of the Fund's performance through the audited annual reports and half-yearly unaudited reports. The reports will be sent to you within two (2) months after the close of the financial year-end or semi-annual period.

(e) Changing account details

You are required to inform us in writing on any changes to your account details. The account details will amongst other things include the following:

(i) your address; and
(ii) signing instructions.

(f) Unclaimed Monies

Any monies payable to Unit Holders which remain unclaimed for one (1) year will be handled in accordance with the requirements of the Unclaimed Moneys Act, 1965.

(g) The Deed

Deed of the Fund	Deed dated 29 November 2023 First Supplemental Deed dated 18 April 2024

The Deed can be inspected at our office during office hours (8.45 a.m. to 5.45 p.m.) from Monday to Thursday and (8.45 a.m. to 4.45 p.m.) on Friday on a Business Day.

(h) Customer Information Service

You can seek assistance on any issue relating to the Fund, from our client servicing personnel at our office at 03 – 2297 7888 from 8.45 a.m. to 5.45 p.m. from Monday to

Thursday and from 8.45 a.m. to 4.45 p.m. on Friday. Alternatively, you may e-mail your enquiries to mamcs@maybank.com.my.

Alternatively, you can contact:

(i) Complaints Bureau, FIMM via:

- Tel No: 03 – 7890 4242
- Email: complaints@fimm.com.my
- Online complaint form: www.fimm.com.my
- Letter: Complaints Bureau
  Legal & Regulatory Affairs
  Federation of Investment Managers Malaysia
  19-06-1, 6th Floor Wisma Tune
  No. 19, Lorong Dungun
  Damansara Heights
  50490 Kuala Lumpur.

(ii) Securities Industry Dispute Resolution Center (SIDREC) via:

- Tel No: 03 – 2282 2280
- Fax No: 03 – 2282 3855
- Email: info@sidrec.com.my
- Letter: Securities Industry Dispute Resolution Center
  Unit A-9-1, Level 9, Tower A
  Menara UOA Bangsar
  No. 5, Jalan Bangsar Utama 1
  59000 Kuala Lumpur.

(iii) Consumer & Investor Office, SC via:

- Tel No: 03 – 6204 8999 (*Aduan hotline*)
- Fax No: 03 – 6204 8991
- Email: aduan@seccom.com.my
- Online complaint form: www.sc.com.my
- Letter: Consumer & Investor Office
  Securities Commission Malaysia
  No. 3 Persiaran Bukit Kiara
  Bukit Kiara
  50490 Kuala Lumpur.

(i) Consents

The consent of the Trustee and the Management Company for the inclusion of their names in this Prospectus in the manner and form in which such names appear have been given before the date of issue of this Prospectus and none of them have subsequently withdrawn their written consents prior to the date of this Prospectus.

The tax adviser has given its consent to the inclusion of its name and the tax adviser's letter on taxation of the Fund and Unit Holders in the form and context in which they appear in this Prospectus and has not withdrawn such consent prior to the date of this Prospectus.

The Fund's annual report is available upon request.

(11) DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered office or such other place as the SC may determine, during normal business hours (8.45 a.m. to 5.45 p.m.) from Monday to Thursday and (8.45 a.m. to 4.45 p.m.) on Friday:

(a) the Deed;
(b) this Prospectus and supplementary or replacement prospectus, if any;
(c) the latest annual and semi-annual reports for the Fund;
(d) each material contract disclosed in this Prospectus and, in the case of a contract not reduced into writing, a memorandum which gives full particulars of the contract;
(e) where applicable, the audited financial statements of the Manager and the Fund for the current financial year and the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
(f) any report, letter or other document, valuation and statement by an expert, any part of which is extracted or referred to in this Prospectus;
(g) writ and relevant cause papers for all material litigation and arbitration disclosed in this Prospectus; and
(h) consent given by an expert disclosed in this Prospectus.

(12) TAXATION ADVISER'S LETTER

Ernst & Young Tax Consultants Sdn. Bhd.
198901002487 (179793-K)
SST ID: W10-1808-31044478
Level 23A Menara Milenium
Jalan Damanlela,
Pusat Bandar Damansara
50490 Kuala Lumpur Malaysia

Tel: +603 7495 8000
Fax: +603 2095 5332 (General line)
+603 2095 7043
ey.com

Taxation adviser's letter in respect of the taxation
of the unit trust fund and the unit holders
(prepared for inclusion in this Prospectus)

Ernst & Young Tax Consultants Sdn Bhd
Level 23A Menara Milenium
Jalan Damanlela
Pusat Bandar Damansara
50490 Kuala Lumpur

24 April 2024

The Board of Directors
Maybank Asset Management Sdn Bhd
Level 12, Tower C
Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur

Dear Sirs

Taxation of the unit trust fund and unit holders

This letter has been prepared for inclusion in this Prospectus in connection with the offer of units in the unit trust known as MAMG Premium Brands Fund (hereinafter referred to as "the Fund").

The purpose of this letter is to provide prospective unit holders with an overview of the impact of taxation on the Fund and the unit holders.

Taxation of the Fund

The taxation of the Fund is subject to the provisions of the Malaysian Income Tax Act 1967 (MITA), particularly Sections 61 and 63B.

Subject to certain exemptions, the income of the Fund comprising profits and other investment income derived from or accruing in Malaysia after deducting tax allowable expenses, is subject to Malaysian income tax at the rate of 24% with effect from the year of assessment 2016.

Tax allowable expenses would comprise expenses falling under Section 33(1) and Section 63B of the MITA. Section 33(1) permits a deduction for expenses that are wholly and exclusively incurred in the production of gross income. In addition, Section 63B allows unit trusts a deduction for a portion of other expenses (referred to as 'permitted expenses') not directly related to the production of income, as explained below.

"Permitted expenses" refer to the following expenses incurred by the Fund which are not deductible under Section 33(1) of the MITA:

- the manager's remuneration,
- maintenance of the register of unit holders,
- share registration expenses,
- secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage.

These expenses are given a partial deduction under Section 63B of the MITA, based on the following formula:

$$A \times \frac{B}{4C}$$

where A is the total of the permitted expenses incurred for that basis period;

B is gross income consisting of dividend[1], interest and rent chargeable to tax for that basis period; and

C is the aggregate of the gross income consisting of dividend[1] and interest (whether such dividend or interest is exempt or not) and rent, and gains made from the realisation of investments (whether chargeable to tax or not) for that basis period,

provided that the amount of deduction to be made shall not be less than 10% of the total permitted expenses incurred for that basis period.

[1] Pursuant to Section 15 of the Finance Act 2011, with effect from the year of assessment 2011, dividend income is deemed to include income distributed by a unit trust which includes distributions from Real Estate Investment Trusts.

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Exempt income

The following income of the Fund is exempt from income tax:

- **Malaysian sourced dividends**

  All Malaysian-sourced dividends should be exempt from income tax.

- **Malaysian sourced interest**

  (i) interest from securities or bonds issued or guaranteed by the Government of Malaysia;

  (ii) interest from debentures or *sukuk*, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission;

  (iii) interest from Bon Simpanan Malaysia issued by Bank Negara Malaysia;

  (iv) interest derived from Malaysia and paid or credited by banks licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013[2];

  (v) interest derived from Malaysia and paid or credited by any development financial institution prescribed under the Development Financial Institutions Act 2002[2];

  (vi) interest from *sukuk* originating from Malaysia, other than convertible loan stock, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission or approved by the Labuan Financial Services Authority (LFSA)[3]; and

  (vii) interest which is specifically exempted by way of statutory orders or any other specific exemption provided by the Minister.

- **Discount**

  Tax exemption is given on discount paid or credited to any unit trust in respect of investments as specified in items (i), (ii) and (iii) above.

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[2] Effective from 1 January 2019, the income tax exemption for a unit trust fund, pursuant to Paragraph 35A, Schedule 6 of the MITA shall not apply to a wholesale fund which is a money market fund.

[3] Effective from the year of assessment 2017, the exemption shall not apply to interest paid or credited to a company in the same group or interest paid or credited to a bank licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013; or a development financial institution prescribed under the Development Financial Institutions Act 2002.

Foreign-sourced income

Pursuant to the Finance Act 2021, income derived by a resident person from sources outside Malaysia and received in Malaysia from 1 January 2022 will no longer be exempt from tax.

The Guidelines issued by the Malaysian Inland Revenue Board on 29 September 2022 (amended on 29 December 2022) define the term "received in Malaysia" to mean transferred or brought into Malaysia, either by way of cash[4] or electronic funds transfer[5] .

Foreign-sourced income (FSI) received in Malaysia during the transitional period from 1 January 2022 to 30 June 2022 will be taxed at 3% of gross. From 1 July 2022 onwards, FSI received in Malaysia will be taxed at the prevailing tax rate(s) of the taxpayer and based on applicable tax rules. Bilateral or unilateral tax credits may be allowed if the same income has suffered foreign tax, and where relevant conditions are met.

Income Tax (Exemption) (No. 6) Order 2022 has been issued to exempt a "qualifying person"[6] from the payment of income tax in respect of dividend income which is received in Malaysia from outside Malaysia, effective from 1 January 2022 to 31 December 2026. The exemption will however not apply to a person carrying on the business of banking, insurance or sea or air transport. As the definition of "qualifying person" does not include unit trust funds, it would mean that resident unit trust funds would technically not qualify for the exemption, unless there are further updates thereto[7].

Gains from the realisation of investments

Pursuant to the Finance (No.2) Act 2023 ("Finance Act"), gains from realization of investments by a unit trust would no longer be exempt from tax. Pursuant to Section 61(1)(b) of the MITA, gains arising from the realization of investments shall be treated as income of a unit trust under Section 4(aa) of the MITA, provided that such gains are not related to real property as defined in the Real Property Gains Tax ACT 1976. Section 49(aa) provides that gains or profits from the disposal of a capital asset[8] are to be treated as a class of income. Paragraph 38 of Schedule 6 of the MITA, introduced via the Finance Act, then provides an income Tax exemption on gains or profits from the disposal of a capital asset situated in Malaysia other than:

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[4] "Cash" in this context is defined as banknotes, coins and cheques.
[5] "Electronic funds transfer" means bank transfers (e.g., credit or debit transfers), payment cards (debit card, credit card and charge card), electronic money, privately-issued digital assets (e.g., crypto-assets, stablecoins) and central bank digital currency.
[6] "Qualifying person" in this context means a person resident in Malaysia who is:
(a) An individual who has dividend income received in Malaysia from outside Malaysia in relation to a partnership business in Malaysia;
(b) A limited liability partnership which is registered under the Limited Liability Partnerships Act 2012; or
(c) A company which is incorporated or registered under the Companies Act 2016.
[7] On 16 January 2024, the Honorable Finance Minister II announced that unit trust will be exempted from tax on foreign-sourced income from 1 January 2024 until 31 December 2026. The exemption has yet to be legislated.
[8] "Capital asset" means movable or immovable property including any rights or interest thereof.

(i) Disposal of shares of a company incorporated in Malaysia not listed on the stock exchange[9]; and

(ii) Disposal of shares under Section 15C of the MITA, which was introduced via the Finance Act, Section 15C deems gains or profits from the disposal of shares in a company incorporated outside Malaysia ("foreign company") to be derived from Malaysia and hence subject to Malaysian income tax, where the foreign company directly or indirectly owns real property in Malaysia exceeding certain thresholds, as determined based on the parameters of Section 15C.

As such, capital assets that fall within the scope of charge of the MITA are as follows:

a) Capital assets situated in Malaysia - Shares of a company incorporated in Malaysia not listed on the stock exchange and shares in foreign incorporated companies deriving value from real property in Malaysia.

b) Capital assets situated outside Malaysia - All capital assets, not limited to shares.

Gains from disposal of capital assets situated outside Malaysia will only be subject to tax when the gains are received in Malaysia.

The Finance Act provides an effective date of 1 January 2024 for the above changes to the MITA. However, pursuant to the Income Tax (Exemption) (No. 7) Order 2023 [P.U.(A) 410], a trust body is exempted from the payment of income tax in respect of any gains or profits received from the disposal of shares of a company incorporated in Malaysia not listed on the stock exchange. This exemption applies for such disposals from 1 January to 29 February 2024[10].

The relevant tax rates of the gains of the disposal of capital assets are as below:

	Tax rates
A. Disposal of capital assets situated in Malaysia which **was acquired before 1 January 2024**	
➢ On chargeable income of the disposal	10%
➢ On gross disposal price	2%
B. Disposal of capital assets situated in Malaysia which **was acquired after 1 January 2024**	
➢ On chargeable income of the disposal	10%

[9] "stock exchange" has the meaning assigned to it in the Capital Markets and Service Act 2007.
[10] On 16 January 2024, the Honorable Finance Minister II announced that unit trust will be exempted from tax on the capital gains on disposal of capital assets from 1 January 2024 until 31 December 2028. The exemption has yet to be legislated.

	Tax rates
C. Disposal of capital assets situated outside Malaysia	
➢ On chargeable income of the disposal	24% (prevailing tax rate of a unit trust)

Implementation of Sales and Service Tax ("SST")

Sales and Service Tax ("SST") was re-introduced effective 1 September 2018. Sales Tax of 10% (most common rate) or 5% is charged by Malaysian manufacturers of taxable goods or upon importation into Malaysia of such taxable goods, unless specifically exempted under the Sales Tax (Goods Exempted From Tax) Order 2018. Service Tax is charged on certain prescribed taxable services performed by taxable persons as stipulated under Service Tax Regulations 2018. The input tax recovery mechanism under the previous GST regime does not apply to SST. Therefore, any SST incurred is not recoverable and will form a cost element for businesses.

Based on the Service Tax Regulations 2018, a unit trust fund is neither regarded as a taxable person nor as providing taxable services and is therefore not liable for SST registration. Where the Fund incurs expenses such as management fees, the management services provided by asset and fund managers who are licensed or registered with Securities Commission Malaysia for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007, are specifically excluded from the scope of Service Tax. As for other fees, such as trustee fees and other administrative charges, these may be subject to service tax[11] provided they fall within the scope of service tax (i.e. are provided by a "taxable person", who exceeds the required annual threshold (in most cases RM 500,000 per annum) and the services qualify as "taxable services").

Taxation of unit holders

For Malaysian income tax purposes, unit holders will be taxed on their share of the distributions received from the Fund.

The income of unit holders from their investment in the Fund broadly falls under the following categories:

1. taxable distributions; and

2. non-taxable and exempt distributions.

In addition, unit holders may also realise a gain from the sale of units.

[11] Pursuant to Service Tax Policy No. 1/2024, the service tax rate is increased from 6% to 8% effective from 1 March 2024.

The tax implications of each of the above categories are explained below:

1. Taxable distributions

Distributions received from the Fund will have to be grossed up to take into account the underlying tax paid by the Fund and the unit holder will be taxed on the grossed up amount.

Such distributions carry a tax credit, which will be available for set-off against any Malaysian income tax payable by the unit holder. Should the tax deducted at source exceed the tax liability of the unit holder, the excess is refundable to the unit holder.

Please refer to the paragraph below for the income tax rates applicable to the grossed up distributions.

2. Non-taxable and exempt distributions

Tax exempt distributions made out of gains from the realisation of investments and exempt income earned by the Fund will not be subject to Malaysian income tax in the hands of the unit holders.

A retail money market fund is exempted from tax on its interest income derived from Malaysia, pursuant to Paragraph 35A of Schedule 6 of the ITA. Pursuant to the Finance Act 2021, with effect from 1 January 2022, distributions by a retail money market fund from such tax exempt interest income, to a unit holder other than an individual, will no longer be exempt from tax. The distribution to unit holders other than individuals will be subject to withholding tax at 24%. This would be a final tax for non-residents. Malaysian residents are required to include the distributions in their tax returns and claim a credit in respect of the withholding tax suffered. Individuals will continue to be exempt from tax on such distributions.

As stated above, with effect from 1 January 2024 (1 March 2024 for disposal of shares of a company incorporated in Malaysia not listed on the stock exchange), gains arising from the realization of investments shall be treated as income of the Fund under Section 4(aa), pursuant to the proviso of Section 61(1)(b) of MITA. However, pursuant to Section 61(1A) of MITA, unit holders will still not be charged to tax on the gains referred to in the proviso to Section 61(1)(b).

Rates of tax

The Malaysian income tax chargeable on the unit holders would depend on their tax residence status and whether they are individuals, corporations or trust bodies. The relevant income tax rates are as follows:

Unit holders	Malaysian income tax rates
Malaysian tax resident:	
• Individual and non-corporate unit holders (such as associations and societies)	• Progressive tax rates ranging from 0% to 30%
• Co-operatives[12]	• Progressive tax rates ranging from 0% to 24%
• Trust bodies	• 24%
• Corporate unit holders	
(i) A company with paid-up capital in respect of ordinary shares of not more than RM2.5 million (at the beginning of the basis period for the year of assessment) and gross income from a source or sources consisting of a business not exceeding RM50 million for the basis period for the year of assessment[13 14]	• First RM150,000 of chargeable income @ 15%[15] • Next RM450,000 of chargeable income @ 17% • Chargeable income in excess of RM600,000 @ 24%

[12] Pursuant to Paragraph 12(1), Schedule 6 of the MITA, the income of any co-operative society–
(a) in respect of a period of five years commencing from the date of registration of such co-operative society; and
(b) thereafter where the members' funds [as defined in Paragraph 12(2)] of such co-operative society as at the first day of the basis period for the year of assessment is less than seven hundred and fifty thousand ringgit,
is exempt from tax.

[13] A company would not be eligible for the concessionary tax rate on the first RM600,000 of chargeable income if:-
(a) more than 50% of the paid-up capital in respect of the ordinary shares of the company is directly or indirectly owned by a related company which has paid-up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;
(b) the company owns directly or indirectly more than 50% of the paid-up capital in respect of the ordinary shares of a related company which has paid-up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;
(c) more than 50% of the paid-up capital in respect of the ordinary shares of the company and a related company which has a paid-up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment is directly or indirectly owned by another company.
(d) Pursuant to the Finance Act 2023, effective from the year of assessment 2024, in order for a company to qualify for the concessionary tax rates not more than 20% of the paid-up capital in respect of the ordinary shares of the company at the beginning of a basis period for a year of assessment can be directly or indirectly owned by one or more companies incorporated outside Malaysia or by individuals who are not citizens of Malaysia.

[14] The above excludes a business trust and a company which is established for the issuance of asset-backed securities in a securitization transaction approved by the Securities Commission.

[15] Pursuant to the Finance Act 2023, effective from the year of assessment 2023, the concessionary tax rate is reduced from 17% to 15% for the first RM150,000 of chargeable income.

Unit holders	Malaysian income tax rates
(ii) Companies other than (i) above	• 24%
Non-Malaysian tax resident (Note 1):	
• Individual and non-corporate unit holders	• 30%
• Corporate unit holders and trust bodies	• 24%

Note 1:
Non-resident unit holders may be subject to tax in their respective countries depending on the provisions of the tax legislation in the respective countries and any existing double taxation arrangements with Malaysia.

Gains from sale of units

Gains arising from the realisation of investments will generally not be subject to income tax in the hands of unit holders unless they are insurance companies, financial institutions or traders / dealers in securities.

Unit splits and reinvestment of distributions

Unit holders may also receive new units as a result of unit splits or may choose to reinvest their distributions. The income tax implications of these are as follows:

- Unit splits - new units issued by the Fund pursuant to a unit split will not be subject to income tax in the hands of the unit holders.

- Reinvestment of distributions - unit holders may choose to reinvest their income distribution in new units by informing the Manager. In this event, the unit holder will be deemed to have received the distribution and reinvested it with the Fund.

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We hereby confirm that, as at the date of this letter, the statements made in this letter correctly reflect our understanding of the tax position under current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. We have not been retained (unless specifically instructed hereafter), nor are we obligated to monitor or update the statements for future conditions that may affect these statements.

The statements made in this letter are not intended to be a complete analysis of the tax consequences relating to an investor in the Fund. As the particular circumstances of each investor may differ, we recommend that investors obtain independent advice on the tax issues associated with an investment in the Fund.

Yours faithfully
Ernst & Young Tax Consultants Sdn Bhd

Bernard Yap
Partner

Ernst & Young Tax Consultants Sdn Bhd has given its consent to the inclusion of the Taxation Adviser's Letter in the form and context in which it appears in this Prospectus and has not withdrawn such consent before the date of issue of this Prospectus.

(13) DIRECTORY

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LIST OF DISTRIBUTORS

Kindly contact us for more details on the list of our appointed distributors.

(14) APPENDIX

14.1 Investment Restrictions of the Target Fund

A.

i. The Company's investments shall consist solely of one or more of the following:

1. Transferable securities and money market instruments admitted to or dealt in on a regulated market within the meaning of Article 4 of the MiFID Directive.

2. Transferable securities and money market instruments dealt in on another regulated and regularly functioning market of a Member State, that is recognised and open to the public.

3. Transferable securities and money market instruments admitted to official listing on a stock exchange of a state, which is not part of the EU or traded on another market of a state that is not part of the EU, which is regulated and regularly functioning, recognised and open to the public;

4. Recently issued transferable securities and money market instruments provided that:

   (a) the terms of issue include an undertaking that an application will be made for admission to be officially listed on a stock exchange or other regulated, regularly functioning market which is recognised and open to the public;

   (b) and that this admission is obtained at the latest within one year of the issue.

5. Units or shares of approved UCITS in compliance with Directive 2009/65/EC and/or other UCI within the meaning of Article 1, paragraph (2), point a) of Directive 2009/65/EC, whether or not established in a Member State, provided that:

   (a) such other UCIs are authorised in compliance under laws stipulating that the entities are subject to supervision that the CSSF considers as equivalent to that laid down by the EU Law and that cooperation between the authorities is sufficiently ensured;

   (b) the level of protection guaranteed to holders of shares or units in the other UCIs is equivalent to that intended for holders of shares or units of a UCITS and, in particular, that the rules relating to the assets segregation, borrowings, lending, short sales of transferable securities and money market instruments are equivalent to the requirements of Directive 2009/65/EC;

   (c) the business of these other UCIs is reported in half-yearly and annual reports that enable valuation of assets and liabilities, revenues and operations for the period concerned; and that

   (d) the proportion of net assets that the UCITS or the other UCIs whose acquisition is contemplated may invest overall in units or shares of other UCITS or other UCIs in conformity with their management rules or constitutive documents, does not exceed 10%.

   (e) Where the Target Fund invests in the units of other UCITS and/or of other UCIs that are managed either directly or via delegation by the same Management Company or by any other company to which the Management Company is linked as part of a joint management or control process, or via a material direct or indirect interest, said Management Company or the other company cannot charge subscription or redemption fees relating to the Target Fund's investment in the units of other UCITS and/or UCIs.

(f) Where the Target Fund invests a significant portion of its assets in other UCITS and/or other UCIs linked to the Company, as set out above, the Company shall mention the maximum management fee amount that can be charged both to the Target Fund and to the other UCITS and or UCIs in which it intends to invest in the Target Fund Prospectus. The Company shall indicate the maximum percentage of the management fees incurred both at the level of the Target Fund and at that of the UCITS and/or other UCIs in which it invests in the Company's annual report.

6. Deposits with credit institutions repayable on request or which can be withdrawn and whose maturity is twelve months or less, provided that the credit establishment has its registered office in a Member State or, if the registered office of the credit establishment are situated in a Third Country (i.e. any country which is not a Member State of the EU), is subject to prudential rules considered by the CSSF as equivalent to those provided in EU law.

7. Financial derivative instruments, including equivalent cash-settled instruments, that are dealt on a regulated market of the kind specified in points 1., 2. and 3. above and/or OTC derivative instruments, provided that:
   (a) the underlying assets consists of instruments allowed under point A.i, financial indexes, interest rates, exchange rates or currency rates, in which the Target Fund may invest in conformity with its investment objectives;

   (b) the counterparties to OTC derivative transactions are establishments subject to prudential supervision and belonging to categories approved by the CSSF; and

   (c) the OTC derivative instruments are reliably and verifiably evaluated on a daily basis and can be, at the Company's initiative, sold, liquidated or closed by an offsetting transaction, at any time and at their fair value.

8. Money market instruments other than those dealt on a regulated market and designated by Article 1 of the Luxembourg Law of 17 December 2010 relating to undertakings for collective investment, provided that the issue or the issuer of these instruments are themselves subject to regulations whose aim is to protect the investors and investments and that the instruments are:

   (a) issued and guaranteed by a central, regional or local administration, by a central bank of a Member State, by the European Central Bank, by the EU or by the European Investment Bank, by a country outside the EU, or, in the case of a federal state, by one of the members of the federation, or by an international public agency of which one or more Member States are members; or

   (b) issued by a company whose securities are dealt on regulated markets specified in points 1., 2., or 3. above; or

   (c) issued or guaranteed by an establishment subject to prudential supervision according to criteria defined by EU law, or by an establishment that is subject to and in conformity with prudential rules considered by the CSSF as at least as strict as those laid down by EU Law; or

   (d) issued by other entities belonging to categories approved by the CSSF as long as the investments in these instruments are subject to rules for protecting investors that are at least equivalent to those prescribed by the first, second or third indents, and that the issuer is a company whose capital and reserves are at least ten million euros (EUR 10,000,000) and which presents and publishes its annual accounts in accordance with the fourth Directive 78/660/EEC, or is an entity which, within a group of companies including one or more listed companies, is dedicated to financing the group or is an entity which is dedicated to financing securitisation vehicles which benefit from a banking liquidity line.

ii. However:

1. the Company may not invest more than 10% of the net assets of the Target Fund in transferable securities or money market instruments other than those mentioned in A.i above;

2. the Company cannot directly acquire precious metals or certificates representing precious metals;

3. the Company may acquire movables and immovables which is essential for the direct pursuit of its business.

iii. The Target Fund may hold ancillary liquid assets in the form of cash at sight representing up to 20% of the Target Fund's net assets. This limit shall only be temporarily exceeded for a period of time strictly necessary when, because of exceptionally unfavourable market conditions, circumstances so require and where it is justified having regard to the interests of the shareholders of the Target Fund.

B.

1. The Company may invest no more than 10% of the net assets of Target Fund in transferable securities or money market instruments issued by the same body and cannot invest more than 20% of its net assets in deposits made with the same entity. The counterparty risk of the Target Fund in a transaction involving OTC derivative instruments may not exceed 10% of the net assets when the counterparty is one of the credit institutions specified in point A.i, point 6., or 5% of its net assets in other cases.

2. The total value of the transferable securities and money market instruments held by the Target Fund in the issuing bodies in which it invests more than 5% of its net assets shall not exceed 40% of the value of its net assets. This limitation does not apply to deposits with financial establishments that are subject to prudential supervision and to transactions of OTC derivative instruments with these establishments. Notwithstanding the individual limits set in paragraph 1. above, the Target Fund shall not combine, where this would lead it to invest more than 20% of its net assets in a single body, any of the following:

   (a) investments in transferable securities or money market instruments issued by the said body,

   (b) deposits with the said body, or

   (c) risks related to transactions involving OTC derivative instruments with the said body.

3. The 10% limit defined in the first sentence of paragraph 1. above may be raised to a maximum of 35% when the transferable securities or the money market instruments are issued or guaranteed by a Member State, by its local authorities, by a third state or by international public bodies of which one or more Member States are members. The transferable securities and money market instruments mentioned in this paragraph are not accounted for when applying the 40% limit mentioned in paragraph 2. above.

4. The 10% limit defined in the first sentence of paragraph 1. above may be raised to a maximum of 25% for debt securities which fall under the definition of covered bonds in point (1) of Article 3 of Directive 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EU and for certain debt securities, when they are issued before 8 July 2022 by a credit establishment having its registered headquarters in a Member State that is legally subject to special public auditing designed to protect holders of the bonds. In particular, the amounts originating from the issue of the bonds issued before 8 July 2022, must be invested, in accordance with the law, in assets that adequately cover, for the entire duration of the validity of the bonds, the related liabilities and that will be distributed preferentially as redemption of the capital and payment of

accrued interest in the event of bankruptcy by the issuer. When the Target Fund invests more than 5% of its net assets in bonds as referred in this paragraph and issued by a single issuer, the total value of the investments may not exceed 80% of the value of the net assets of the Target Fund. The transferable securities and money market instruments mentioned in this paragraph are not accounted for when applying the 40% limit mentioned in paragraph 2. above.

5. The limits set out in the previous points 1., 2., 3. and 4. may not be combined and therefore, the investments in transferable securities or money market instruments of a single issuer, in deposits or financial derivative instruments involving this entity, in conformity with these paragraphs, shall not exceed a total of 35% of the net assets of the Target Fund.

6. The companies that are grouped together in the consolidated accounts, within the meaning of Directive 2013/34/UE or in conformity with recognised international accounting rules, are considered as a single body for the calculation of the limits described in points 1. to 5. of point B.

   The Target Fund may invest cumulatively up to 20% of its net assets in the transferable securities or money market instruments within the same group.

7. Notwithstanding the above and respecting the principle of risk diversification, the Company may invest up to 100% of the net assets of the Target Fund in different issues of transferable securities and money market instruments issued or guaranteed by a Member State, by the local authorities of a Member State, by a country that is not part of the EU (at the date of the Target Fund Prospectus, the Member States of OECD, Singapore and the Group of Twenty) or by an international public body of which one or more Member States are members, provided that these securities belong to at least six different issues and that the securities belonging to a single issue do not exceed 30% of the net assets of the Target Fund.

8. The Company may not invest more than 20% of the net assets of the Target Fund in a single UCITS or other UCI as defined in A.i. 5.. For the purpose of this limit, the Target Fund of a UCI with multiple compartments is considered a separate issuer, provided that the liabilities of the different compartments with regard to third parties are segregated. The investment in units or shares of UCIs other than UCITS may not in aggregate exceed 30% of the net assets of the Target Fund. When the Target Fund's investment policy allows it to invest via total return swaps in shares or units of UCITS and/or other UCIs, the 20% limit defined above also applies, such that the potential losses resulting from this kind of swap contract creating an exposure to a single UCITS or UCI, together with direct investments in this single UCITS or UCI, will not in total exceed 20% of the net assets of the Target Fund. If these UCITS are the compartments of the Company, the swap contract will include provisions for cash settlement.

9. The Target Fund may subscribe for, acquire and/or hold securities to be issued or that have been issued by one or more other compartments of the Company ("Target Compartment"), without the Company being subject to the requirements imposed by the Luxembourg Law of 10 August 1915 on commercial companies, with respect to a company's subscription, acquisition and/or holding of its own shares, provided that:

   (a) the Target Compartment does not invest in the Target Fund that is invested in this Target Compartment; and

   (b) the proportion of assets that the Target Compartment whose acquisition is envisaged and which may be wholly invested, in accordance with their investment policy, in units or shares of other UCITS and/or other UCIs, including other Target Compartment of the same UCI, does not exceed 10%; and

   (c) any voting right attached to the shares concerned is suspended as long as they are held by the Target Fund and notwithstanding appropriate accounting treatment in the periodic financial statements; and

(d) in any event, for as long as these securities are held by the Target Fund their value is not taken into account in the calculation of the Company's net assets for verification of the minimum threshold of net assets imposed by the Luxembourg Law of 17 December 2010 relating to undertakings for collective investment.

C.

i. The Company may not acquire across all the compartments of the Company together:

1. shares granting voting rights in sufficient number to allow it to exert a significant influence on the management of an issuing body;

2. more than:

(a) 10% of the non-voting shares of the same issuer;

(b) 10% of the debt instruments of the same issuer;

(c) 25% of the units or shares of the same UCITS or other UCI within the meaning of Article 2 §2 of the Luxembourg Law of 17 December 2010 relating to undertakings for collective investment;

(d) 10% of money market instruments of any single issuer.

The limits laid down in points (b), (c) and (d) above may be disregarded at the time of acquisition if, at that time, the gross amount of bonds or of the money market instruments or the net amount of the instruments in issue cannot be calculated;

The restrictions mentioned in points 1. and 2. above are not applicable:

(a) to the transferable securities and money market instruments issued or guaranteed by a Member State, by its local authorities, or by a state that is not a member of the EU;

(b) to the transferable securities and money market instruments issued by international public bodies of which one or more Member States are members;

(c) to shares held in the capital of a company incorporated in a state outside the EU that invests its assets mainly in the securities of issuers of that state, where under the legislation of that state such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies in that state. This derogation is, however, only applicable when the state outside the EU respects in its investment policy the limits established by Articles 43 and 46 and Article 48, paragraphs (1) and (2), of the Luxembourg Law of 17 December 2010 relating to undertakings for collective investment. In the case that the limits defined in Articles 43 and 46 of this law are exceeded, Article 49 applies with the necessary modifications.

(d) to shares held by one or more investment companies in the capital of subsidiary companies exercising management, advising, or sales activities in the country where the subsidiary is established in regard to the redemption of units at the unitholders' request exclusively on its own or their behalf.

ii.

1. The Company may, for the Target Fund, on a temporary basis, borrow in a proportion not exceeding 10% of the assets of the Target Fund.

2. The Company may not grant loans or act as guarantor for third parties.

The paragraph above does not prevent the acquisition by the Company of transferable securities, money market instruments or other financial instruments allowed under point A.i., points 5., 7. and 8. not fully paid.

3. The Company may not, for the Target Fund, carry out uncovered sales of transferable securities, money market instruments or other financial instruments specified in point A.i., points 5., 7. and 8..

Securities Lending Agreement

The Company will enter into Securities Lending Agreements only if the following conditions are met:

1. the counterparty is subject to prudential supervision rules that the CSSF deems equivalent to those required under EU Law;
2. if the counterparty is an entity linked to the Management Company, care should be taken to avoid any resulting conflicts of interest in order to ensure that the agreements are entered into at arm's length;
3. the counterparty must be a financial intermediary (such as a banker, a broker, etc.) acting for its own account; and
4. the Company may recall any securities lent or terminate any Securities Lending Agreement that it has entered into.

Where the Target Fund enters into Securities Lending Agreements, the underlying assets and investment strategies to which exposure will be gained are those allowed as per the Target Fund's investment policy and objective. Implementation of the above mentioned securities lending programme should not have any impact on the risk profile of the Target Fund.

No more than 30% of the Target Fund's net assets will be subject to Securities Lending Agreements. Where the Target Fund enters into Securities Lending Agreements these transactions will be used on a continuous basis, but this use will mainly depend on the demand of the market for the securities and the risks inherent to those transactions.

All revenues from Securities Lending Agreements, minus fees and commissions owed to the agent, shall be payable to the Target Fund.

The agent for its services (including any fees and reasonably incurred expenses) receives a fee representing 20% of the gross revenues generated from Securities Lending Agreements. All remaining revenues representing 80% of the gross revenues are returned to the Target Fund.

ADDITIONAL INVESTMENT RESTRICTIONS APPLICABLE TO THE TARGET FUND

1) The Target Fund must not use leverage for investments.
2) The Target Fund will only participate in securities lending and repurchase transactions for efficient portfolio management only.

14.2. Specific Risk of the Target Fund

Collateral Risk

The risk of loss caused by delayed or partial recovery as well as loss of rights on assets pledged as collateral. Collateral can take the form of initial margin deposits or assets with a counterparty. Such deposits or assets may not be segregated from the counterparty's own assets and, being freely exchangeable and replaceable, the Target Fund may have a right to the return of equivalent assets rather than the original margin assets deposited with the counterparty. These deposits or assets may exceed the value of the Target Fund's obligations to the counterparty in the event that the counterparty requires excess margin or collateral. In addition, as the terms of a derivative may provide for one counterparty to provide collateral to the other counterparty to cover the variation margin exposure arising under the derivative only if a minimum transfer amount is triggered, the Target Fund may have an uncollateralised risk exposure to a counterparty under a derivative up to such minimum transfer amount.

Where the Target Fund receives collateral, investors must notably be aware that (A) in the event of the failure of the counterparty with which cash of the Target Fund has been placed there is the risk that collateral received may yield less than the cash placed out, whether because of inaccurate pricing of the collateral, adverse market movements, a deterioration in the credit rating of issuers of the collateral, or the illiquidity of the market in which the collateral is traded and that (B) (i) locking cash in transactions of excessive size or duration, (ii) delays in recovering cash placed out, or (iii) difficulty in realising collateral may restrict the ability of the Target Fund to meet redemption requests, security purchases or, more generally, reinvestment.

In case of reinvestment of cash collateral such reinvestment may (i) create leverage with corresponding risks and risk of losses and volatility, (ii) introduce market exposures inconsistent with the objective of the Target Fund, or (iii) yield a sum less than the amount of collateral to be returned. Generally, in case of reinvestment of cash collateral all risks associated with a normal investment apply.

In either case, where there are delays or difficulties in recovering assets or cash, collateral posted with counterparties, or realising collateral received from counterparties, the Target Fund may encounter difficulties in meeting redemption or purchase requests or in meeting delivery or purchase obligations under other contracts.

Where the Target Fund receives collateral, the custody risk, the operational risk and the legal risk referred to below would also apply.

- <u>Custody Risk</u>
  Assets of the Company are kept in custody by the depositary bank of the Company and investors are exposed to the risk of the depositary bank of the Company not being able to fully meet its obligation to recover all of the assets within a short time frame (including collateral) of the Company in the case of bankruptcy of the depositary bank of the Company. The assets of the Company will be identified in the depositary bank of the Company's books as belonging to the Company. Securities held by the depositary bank of the Company will be segregated from other assets of the depositary bank of the Company which mitigates but does not exclude the risk of non-restitution in case of bankruptcy. However, no such segregation applies to cash which increases the risk of non-restitution in case of bankruptcy. Where securities (including collateral) are held with third-party delegates, such securities may be held by such entities in client omnibus accounts and in the event of a default by any such entity, where there is an irreconcilable shortfall of such securities, the Company may have to share that shortfall on a pro-rata basis. Securities may be transferred as collateral with title transfer to clearing brokers which therefore do not qualify as third-party delegate of the depositary bank of the Company and in respect of the acts or defaults of which the depositary bank of the Company shall have no liability. There may be circumstances where the depositary bank of the Company is relieved from liability for the acts or defaults of its appointed third-party delegates provided that the depositary bank of the Company has complied with its duties.

  In addition, the Target Fund may incur losses resulting from the acts or omissions of the depositary bank of the Company, or any of its third-party delegates when performing or settling transactions or when transferring money or securities. More generally, the Target Fund is exposed to risks of loss associated to the depositary bank of the Company function if the depositary bank of the Company or a third-party delegate fails to perform its duties (improper performance).

- <u>Operational Risk</u>
  The risk of loss resulting from inadequate or failed internal processes, people and systems, or from external events. Operational risk includes but is not limited to multiple risks such as: systems and process risk that arises from systems vulnerability, insufficiency or controls failure, valuation risk when an asset is overvalued and is worth less than expected when it matures or is sold, service providers risk when service providers do not deliver the desired level of service, execution risk when an order may not be executed as desired, resulting in a

loss for the Target Fund or having regulatory consequences, and risk surrounding the human being (insufficient or inappropriate skills/ competencies, loss of key personal, availability, health, safety, fraud/collusion risk, etc.)

- Legal Risk
  The risk from uncertainty due to legal actions or uncertainty in the applicability or interpretation of contracts, laws or regulations.

Currency Risk
The risk which arises from potential movements of currency exchange rates. It is the risk which arises from the holding of assets denominated in currencies different from the Target Fund's base currency. It may be affected by changes in currency exchange rates between the base currency and these other currencies or by changes in regulations controlling these currency exchange rates. It must therefore be expected that currency exchange risks cannot always be hedged and the volatility of currency exchange rates to which the Target Fund is exposed may affect the net asset value of the Target Fund.

Equity Risk
The risk which arises from potential movements in level and volatility of stock prices. Equity holders often support more risk than other creditors in the capital structure of an entity. Equity risk includes among other risks, the possibility of loss of capital and suspension of income (dividend) for dividend paying stocks. Initial Public Offering (IPO) risk also applies when companies are listed on an exchange for the first time. IPO securities have no trading history, and the available information related to the company may be limited. As a consequence, the prices of securities sold in IPOs may be highly volatile. The Company may also not receive the targeted subscribed amount which may impact its performance. Such investments may generate substantial transaction costs.

Volatility Risk
The risk of uncertainty of price changes. Usually, the higher the volatility of an asset or instrument, the higher its risk. The prices for transferable securities in which the Target Fund invest may change significantly in short-term periods.

Emerging Market Risk
Emerging markets are often less regulated and less transparent than developed markets and are often characterised by poor corporate governance systems, non-normal distributions of returns and are more exposed to market manipulation. Investors should be aware that, due to the political and economic situation in some emerging countries, investments may present greater risk than those in developed markets. The accounting and financial information on the companies in which the Target Fund invest may be more cursory and less reliable. The risk of fraud is usually greater in emerging countries than in developed countries. Companies in which frauds are uncovered may be subject to large price movements and/or suspension of quotation. The risk that audit firms fail to uncover accounting errors or frauds is usually larger in emerging countries than in developed countries. The legal environment and laws governing ownership of securities in emerging countries may be imprecise and do not provide the same guarantees as the laws in developed countries, in the past there have been cases of fraudulent and falsified securities. Emerging markets risk includes various risks defined throughout this section such as capital repatriation restriction, counterparty, currency risk, interest rate risk, credit risk, equity risk, credit risk, liquidity risk, political risk, fraud, audit, volatility, illiquidity as well as restrictions on foreign investments risk among other risks. The choice of providers in some countries may be very limited and even the best-qualified providers may not offer guarantees comparable to those given by financial institutions and brokerage firms operating in developed countries.

Concentration risk
The risk of losses due to the limited diversification in the investments made. Diversification may be sought in terms of geography (economic zone, country, region, etc.), currency or sector. Concentration risk also relates to large positions in a single issuer relative to the Target Fund's asset base. Concentrated investments are often more prone to political and economic factors and may suffer from increased volatility.

QFI Risk

- QFI Regime Risk

Under the prevailing regulations in China, foreign investors may invest in securities and investments permitted to be held or made by QFI under the relevant QFI regulations (the "QFI Eligible Securities") through institutions that have obtained QFI status in China.

The QFI regime is governed by rules and regulations as promulgated by the mainland Chinese authorities, i.e. the CSRC, the SAFE and the PBC.

Such rules and regulations may be amended from time to time and include (but are not limited to):

(i) the Measures for the Administration of Domestic Securities and Futures Investment by Qualified Foreign Institutional Investors and Renminbi ("RMB") Qualified Foreign Institutional Investors jointly issued by the CSRC, the PBC and the SAFE on 25 September 2020 and effective from 1 November 2020;

(ii) the Provisions on Issues Concerning the Implementation of the Measures for the Administration of Domestic Securities and Futures Investment by Qualified Foreign Institutional Investors and RMB Qualified Foreign Institutional Investors issued by the CSRC on 25 September 2020 and effective from 1 November 2020;

(iii) the "Regulations on Funds of Domestic Securities and Futures Investment by Foreign Institutional Investors" issued by the PBC and the SAFE on 7 May 2020 and effective from 6 June 2020; and

(iv) any other applicable regulations promulgated by the relevant authorities. (collectively, "QFI Regulations")

Based on the above prevailing QFI Regulations, the qualified foreign institutional investors regime and the RMB qualified foreign institutional investors regime have been merged and been regulated by the same set of regulations, and the previously separate requirements for qualified foreign institutional investors and RMB qualified foreign institutional investors qualifications are unified. A foreign institutional investor outside the PRC mainland may apply to the CSRC for the QFI license, while there is no need for a foreign institutional investor having held either a qualified foreign institutional investors or RMB qualified foreign institutional investors license to reapply for the QFI license. Any manager which has been granted with a qualified foreign institutional investors license and/or RMB qualified foreign institutional investors license by CSRC shall be regarded as a QFI.

As of the date of the Target Fund Prospectus, owing to the current QFI regulations and that the Target Fund is not a QFI, the Target Fund may invest in QFI Eligible Securities indirectly through equity linked products, including but not limited to equity linked notes and participatory notes issued by institutions that have obtained QFI status (collectively referred to as "CAAPs"). The Target Fund may also invest directly in QFI Eligible Securities via the QFI status granted to Pictet Asset Management Limited as a QFI license holder ("QFI Holder").

Investors should note that QFI status could be suspended or revoked, which may have an adverse effect on the Target Fund performance as the Target Fund may be required to dispose of their securities holdings.

In addition, certain restrictions imposed by the Mainland China government on QFIs may have an adverse effect on the Target Fund's liquidity and performance. The PBC and the SAFE regulate and monitor the repatriation of funds out of Mainland China by the QFI pursuant to the "Regulations on Funds of Domestic Securities and Futures Investment by Foreign Institutional Investors" issued by the PBC and the SAFE on 7 May 2020 and effective from 6 June 2020.

Repatriations by QFIs in respect of an open-ended funds utilizing the QFI status are currently not subject to repatriation restrictions or prior approval, although a review on authenticity and compliance will be conducted on each remittance and repatriation by the PRC custodian(s) ("PRC Custodian(s)"). The repatriation process may be subject to certain requirements set out in the relevant regulations such as submission of certain documents, and completion of the repatriation process may be subject to delay. There is no assurance, however, that Mainland China rules and regulations will not change or that repatriation restrictions will not be imposed in the future. Any restrictions on repatriation of the invested capital and net profits may impact on the Target Fund ability to meet redemption requests from the investors. Furthermore, as the PRC Custodian(s)' review on authenticity and compliance is conducted on each repatriation, the repatriation may be delayed or even rejected by the PRC Custodian(s) in case of non-compliance with the QFI rules and regulations. In such case, it is expected that redemption proceeds will be paid to the redeeming investors as soon as practicable after completion of the repatriation of funds concerned. It should be noted that the actual time required for the completion of the relevant repatriation will be beyond the control of the Investment Manager.

The rules and restrictions under QFI Regulations generally apply to the QFI as a whole and not simply to the investments made by the Target Fund. Relevant PRC regulators are vested with the power to impose regulatory sanctions if the QFI or the PRC Custodian(s) violates any provision of the QFI rules. Any violations could result in the revocation of the QFI's license or other regulatory sanctions and may adversely impact on the investment by the Target Fund.

Investors should note that there can be no assurance that a QFI will continue to maintain its QFI status to meet all applications for subscription to the Target Fund, or that redemption requests can be processed in a timely manner due to repatriation restrictions or adverse changes in relevant laws or regulations. Such restrictions may respectively result in a rejection of applications and a suspension of dealings of the Target Fund. In extreme circumstances, the Target Fund may incur significant losses due to limited investment capabilities, or may not be able to fully implement or pursue their investment objective or strategy, due to QFI investment restrictions, illiquidity of the Mainland China securities market, and/or delay or disruption in execution of trades or in settlement of trades.

The QFI Regulations enable Offshore RMB ("CNH") and/or foreign currencies which can be traded on the China Foreign Exchange Trade System & National Interbank Fund Centre ("CFETS") to be remitted into and repatriated out of Mainland China. The application of QFI Regulations may depend on the interpretation given by the relevant Chinese regulatory authorities. Any changes to the relevant rules may have an adverse impact on investors' investment in the Target Fund.

The current QFI laws, rules and regulations are subject to change, which may take retrospective effect. In addition, there can be no assurance that the QFI laws, rules and regulations will not be abolished. The Target Fund which invests in the Mainland China markets through QFIs, may be adversely affected as a result of such changes.

- Risks relating to the China A Share market via QFI

The Target Fund may have exposure to the China A Share market through QFIs. The existence of a liquid trading market for China A Shares may depend on whether there is supply of, and demand for, such China A Shares. The price at which securities may be purchased or sold by the Target Fund and the net asset value of the Target Fund may be adversely affected if trading markets for China A Shares are limited or absent. The China A Share market may be more volatile and unstable (for example, due to the risk of suspension of a particular stock or government intervention). Market volatility and settlement difficulties in the China A Share markets may also result in significant fluctuations in the prices of the securities traded on such markets and thereby may affect the value of the Target Fund.

Securities exchanges in Mainland China typically have the right to suspend or limit trading in any security traded on the relevant exchange. In particular, trading band limits are imposed by the stock exchanges in Mainland China on China A Shares, where trading in any China A Share security on the relevant stock exchange may be suspended if the trading price of the security has increased or decreased to the extent beyond the trading band limit. A suspension will render it impossible for the Investment Manager to liquidate positions and can thereby expose the Target Fund to significant losses. Further, when the suspension is subsequently lifted, it may not be possible for the Investment Manager to liquidate positions at a favourable price.

- Custody and Broker Risk

The QFI Eligible Securities acquired by the Target Fund through the QFI status will be maintained by the PRC Custodian(s) in electronic form via a securities account with the Chinese Securities Depository and Clearing Corporation Limited ("CSDCC" or "ChinaClear") or such other central clearing and settlement institutions and a cash account with the PRC Custodian(s).

The QFI also selects the PRC brokers ("PRC Broker(s)") to execute transactions for the Target Fund in the PRC markets. The QFI can appoint up to the maximum number of PRC Brokers per market (e.g., the Shanghai Stock Exchange and the Shenzhen Stock Exchange) as permitted by the QFI Regulations. Should, for any reason, the Target Fund's ability to use the relevant PRC Broker be affected, this could disrupt the operations of the Target Fund. The Target Fund may also incur losses due to the acts or omissions of either the relevant PRC Broker(s) or the PRC Custodian(s) in the execution or settlement of any transaction or in the transfer of any funds or securities. Further, in the event of an irreconcilable shortfall in the assets in the securities accounts maintained by CSDCC which may arise due to a fault in the CSDCC or bankruptcy of CSDCC, the Target Fund may suffer losses. It is possible that, in circumstances where only a single PRC Broker is appointed where it is considered appropriate to do so by the QFI, the Target Fund may not necessarily pay the lowest commission or spread available.

Subject to the applicable laws and regulations in China, the depositary bank of the Company will make arrangements to ensure that the PRC Custodians have appropriate procedures to properly safekeep the Target Fund's assets.

According to the QFI Regulations and market practice, the securities and cash accounts for the investment funds in China are to be maintained in the name of "the full name of the QFI– the name of the fund", "the full name of the QFI– the name of the client" or "the full name of the QFI– client funds". Notwithstanding these arrangements with third party custodians, the QFI Regulations are subject to the interpretation of the relevant authorities in China.

Moreover, given that pursuant to the QFI Regulations, the QFI will be the party entitled to the securities (albeit that this entitlement does not constitute an ownership interest), such QFI Eligible Securities of the Target Fund may be vulnerable to a claim by a liquidator of the QFI and may not be as well protected as if they were registered solely in the name of the Target Fund. In particular, there is a risk that creditors of the QFI may incorrectly assume that the Target Fund's assets belong to the Investment Manager and such creditors may seek to gain control of the relevant Company's assets to meet the Investment Manager's liabilities owed to such creditors.

Investors should note that cash deposited in the cash account of the Target Fund with the PRC Custodian(s) will not be segregated but will be a debt owing from the PRC Custodian(s) to the Target Fund as a depositor. Such cash will be comingled with cash belonging to other clients of the PRC Custodian(s). In the event of bankruptcy or liquidation of the PRC Custodian(s), the Target Fund will not have any proprietary rights to the cash deposited in such cash account, and the Target Fund will become an unsecured creditor, ranking pari passu with all other unsecured creditors, of the PRC Custodian(s). The Target Fund may face difficulty and/or encounter delays in recovering such debt, or may not be able to recover it in full or at all, in which case the Target Fund will suffer losses.

The QFI shall entrust its PBC and SAFE as described in the Regulations on Funds of Domestic Securities and Futures Investment by Foreign Institutional Investors (PBC & SAFE Circular [2020] No. 2). The QFI shall cooperate with its PRC Custodian(s) in fulfilling obligations regarding review of authenticity and compliance, anti-money laundering, anti-terrorist financing, etc.

- Foreign Exchange Controls

  RMB is currently not a freely convertible currency and is subject to exchange controls imposed by the Chinese government. As the Target Fund invest in China, such controls could affect the repatriation of funds or assets out of the country, thus limiting the ability of the Target Fund to satisfy redemption obligations.

  Although the QFI may choose the currency and timing of capital inward remittances, inward remittance and repatriation made by the QFI for its domestic securities investments shall be in the same currency and no cross-currency arbitrage between RMB and other foreign currencies shall be allowed.

- Onshore Versus Offshore Renminbi Differences Risk

  While both the Onshore RMB ("CNY") and Offshore RMB ("CNH") are the same currency, they are traded in different and separated markets. The CNY and CNH are traded at different rates and their movement may not be in the same direction. Although there has been a growing amount of the RMB held offshore (i.e. outside China), the CNH cannot be freely remitted into China and is subject to certain restrictions, and vice versa. Any divergence between CNH and CNY may adversely impact investors. Where the Target Fund invests in the QFI Eligible Securities through the QFI capacity of a QFI (i.e. using CNH to be remitted into and repatriated out of Mainland China to carry out investments under the QFI regime), investors should note that subscriptions and redemptions in the Target Fund will be in USD and/or reference currency of the relevant share class and will be converted to/from the CNH and the investors will bear the forex expenses associated with such conversion and the risk of a potential difference between the CNY and CNH rates. The liquidity and trading price of the Target Fund may also be adversely affected by the rate and liquidity of the RMB outside China.

Stock Connect Risk
The Target Fund may invest and have direct access to certain eligible China A-Shares via the Stock Connect. The Shanghai-Hong Kong Stock Connect is a securities trading and clearing linked programme developed by Hong Kong Exchanges and Clearing Limited ("HKEx"), Shanghai Stock Exchange ("SSE") and ChinaClear. The Shenzhen-Hong Kong Stock Connect is a securities trading and clearing linked programme developed by HKEx, Shenzhen Stock Exchange ("SZSE") and ChinaClear. The aim of Stock Connect is to achieve mutual stock market access between the PRC and Hong Kong.

The Stock Connect comprises a Northbound Trading Link (for investment in China A-Shares) by which the Target Fund may be able to place orders to trade eligible shares listed on SSE and SZSE.

Under the Stock Connect, overseas investors (including the Target Fund) may be allowed, subject to rules and regulations issued / amended from time to time, to trade certain China A Shares listed on the SSE ("SSE Securities") and certain China A Shares listed on the SZSE ("SZSE Securities") through the Northbound Trading Link. The list of eligible securities may be changed subject to the review and approval by the relevant PRC regulators from time to time.

In addition to the risks associated with investments in China and risks related to investments in RMB, investments through the Stock Connect are subject to additional risks, namely, restrictions on foreign investments, trading venues risk, operational risk, restrictions on selling imposed by frontend monitoring, recalling of eligible stocks, settlement risk, custody risk, nominee arrangements in holding China A-Shares, tax and regulatory risks.

- Differences in trading day.
  The Stock Connect only operates on days when both the PRC and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. So, it is possible that there are occasions when it is a normal trading day for the PRC market but Hong Kong investors (such as the Target Fund) cannot carry out any China A-Shares trading, The Target Fund may be subject to a risk of price fluctuations in China A-Shares during the time when the Stock Connect is not trading as a result.

- Restrictions on Selling Imposed by Frontend Monitoring.
  PRC regulations require that before an investor sells any share, there should be sufficient shares in the account; otherwise SSE or SZSE will reject the sell order concerned. The Stock Exchange of Hong Kong ("SEHK") will carry out pre-trade checking on China A-Shares sell orders of its participants (i.e. the stock brokers) to ensure there is no overselling.

- Clearing Settlement and Custody Risks
  The China A-Shares traded through Stock Connect are issued in scriptless form, so investors, such as the Target Fund, will not hold any physical China A-Shares. Hong Kong and overseas investors, such as the Target Fund, who have acquired SSE and SZSE Securities through Northbound trading should maintain the SSE and SZSE Securities with their brokers' or custodians' stock accounts with the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited ("HKSCC") for the clearing securities listed or traded on SEHK. Further information on the custody setup relating to the Stock Connect is available upon request at the registered office of the Company.

- Operational Risk
  The Stock Connect provides a new channel for investors from Hong Kong and overseas, such as the Target Fund, to access the China stock market directly. The Stock Connect is premised on the functioning of the operational systems of the relevant market participants. Market participants are able to participate in this programme subject to meeting certain information technology capability, risk management and other requirements as may be specified by the relevant exchange and/or clearing house. It should be appreciated that the securities regimes and legal systems of the two markets differ significantly and in order for the trial programme to operate, market participants may need to address issues arising from the differences on an ongoing basis. Further, the "connectivity" in the Stock Connect programme requires routing of orders across the border. This requires the development of new information technology systems on the part of SEHK and exchange participants (i.e. a new order routing system ("China Stock Connect System") to be set up by SEHK to which exchange participants need to connect). There is no assurance that the systems of the SEHK and market participants will function properly or will continue to be adapted to changes and developments in both markets. In the event that the relevant systems failed to function properly, trading in both markets through the programme could be disrupted. The Target Fund's ability to access the China A-Shares market (and hence to pursue its investment strategy) will be adversely affected.

- Nominee arrangements in holding China A-Shares
  HKSCC is the "nominee holder" of the SSE and SZSE securities acquired by overseas investors (including the Target Fund) through the Stock Connect. The CSRC Stock Connect rules expressly provide that investors such as the Target Fund enjoy the rights and benefits of the SSE and SZSE securities acquired through the Stock Connect in accordance with applicable laws. However, the courts in the PRC may consider that any nominee or custodian as registered holder of SSE and SZSE securities would have full ownership thereof, and that even if the concept of beneficial owner is recognised under PRC law those SSE and SZSE securities would form part of the pool of assets of such entity available for distribution to creditors of such entities and/or that a beneficial owner may have no rights whatsoever in respect thereof. Consequently, the Target Fund and the custodian bank cannot ensure that the

Target Fund's ownership of these securities or title thereto is assured in all circumstances. Under the rules of the Central Clearing and Settlement System operated by HKSCC for the clearing of securities listed or traded on SEHK, HKSCC as nominee holder shall have no obligation to take any legal action or court proceeding to enforce any rights on behalf of the investors in respect of the SSE and SZSE securities in the PRC or elsewhere. Therefore, although the Target Fund's ownership may be ultimately recognised, the Target Fund may suffer difficulties or delays in enforcing its rights in China A-Shares. To the extent that HKSCC is deemed to be performing safekeeping functions with respect to assets held through it, it should be noted that the custodian and the Target Fund will have no legal relationship with HKSCC and no direct legal recourse against HKSCC in the event that the Target Fund suffers losses resulting from the performance or insolvency of HKSCC.

- Investor compensation
  Investments of the Target Fund through Northbound trading under the Stock Connect will not be covered by Hong Kong's Investor Compensation Fund. Hong Kong's Investor Compensation Fund is established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorised financial institution in relation to exchange-traded products in Hong Kong. Since default matters in Northbound trading via the Stock Connect do not involve products listed or traded in SEHK or Hong Kong Futures Exchange Limited, they will not be covered by the Investor Compensation Fund. On the other hand, since the Target Fund is carrying out Northbound trading through securities brokers in Hong Kong but not PRC brokers, therefore they are not protected by the China Securities Investor Protection in the PRC.

- Trading costs
  In addition to paying trading fees and stamp duties in connection with China A-Share trading, the Target Fund may be subject to portfolio fees, dividend tax and tax concerned with income arising from stock transfers.

- Regulatory Risk

  - The CSRC Stock Connect rules are departmental regulations having legal effect in the PRC. However, the application of such rules is untested, and there is no assurance that PRC courts will recognise such rules, e.g., in liquidation proceedings of PRC companies.

  - The Stock Connect is novel in nature and is subject to regulations promulgated by regulatory authorities and implementation rules made by the stock exchanges in the PRC and Hong Kong. Further, new regulations may be promulgated from time to time by the regulators in connection with operations and cross-border legal enforcement in connection with cross-border trades under the Stock Connect.

  - The regulations are untested so far and there is no certainty as to how they will be applied. Moreover, the current regulations are subject to change. There can be no assurance that the Stock Connect will not be abolished. The Target Fund which may invest in the PRC markets through Stock Connect may be adversely affected as a result of such changes.

- Risks associated with the Small and Medium Enterprise board ("SME") and/or ChiNext market
  SZSE offers the Target Fund to access mainly to small and medium capitalisation enterprises. Investing in such companies magnifies the risks of the Target Fund.

Chinese Currency Exchange Rate Risk
RMB can be traded onshore (in CNY in mainland China) and offshore (in CNH outside mainland China, mainly in Hong Kong). CNY is not a free currency and is controlled by PRC authorities. The Chinese RMB is traded both directly within China (code CNY) and outside the country, primarily in Hong Kong (code CNH). The currency in question is one and the same. The CNY, traded directly within China, is not freely convertible, and is subject to exchange controls and a number of requirements made by the Chinese government. The CNH, traded outside China, is free-floating and subject to the impact of private demand on the currency. It may be that the exchange rates

traded between a currency and the CNY or CNH, or in "non-deliverable forward" transactions, are different. As a result, the Target Fund may be exposed to greater currency exchange risks. Trading restrictions on CNY may limit currency hedging or result in ineffective hedges.

Securities Lending Agreement Risk

The risk of loss if the borrower (i.e. the counterparty) of securities loaned by the Company/ Target Fund defaults on payment, there is a risk of delayed recovery (which may limit the Company/Target Fund's ability to meet its commitments) or risk of loss of rights on the collateral held. This risk, however, is mitigated by the solvency analysis of the borrower performed by the Pictet Group. The Securities Lending Agreements are also subject to the risk of conflict of interest between the Company and another entity in the Pictet Group, including the agent providing services related to the Securities Lending Agreements.

Financial Derivative Instruments Risk

Derivative instruments are contracts whose price or value depends on the value of one or multiple underlying assets or data as defined in standardized or tailored contracts. Assets or data may include but are not limited to equity, index, commodity and fixed-income prices, currency pair exchange rates, interest rates, weather conditions as well as, and when applicable, volatility or credit quality related to these assets or data. Derivative instruments can be very complex by nature and subject to valuation risk. Derivatives instruments can be exchange traded (ETD) or dealt OTC. Depending on the nature of instruments, counterparty risk can accrue to one or both parties engaged in an OTC contract. A counterparty may not be willing or able to unwind a position in a derivative instrument and this inability to trade may cause the Target Fund to be overexposed to a counterparty among other things. Derivative instruments may have a considerable leverage effect, and due to their volatility, some instruments, such as warrants, present an above-average economic risk. The use of derivative instruments involves certain risks that could have a negative effect on the performance of the Target Fund. While the Target Fund expects that the returns on a synthetic security will generally reflect those of the related investment, as a result of the terms of the synthetic security, and the assumption of the credit risk of the applicable counterparty, a synthetic security may have, when applicable, a different expected return, a different (and potentially greater) probability of default, a different (and potentially greater) expected loss characteristic following a default, and a different (and potentially lower) expected recovery following default. Upon default on a related investment, or in certain circumstances, default, or other actions by an issuer of a related investment, the terms of the relevant synthetic security may permit, or require the counterparty to satisfy its obligations under the synthetic security by delivering to the Target Fund the investment or an amount equal to the then current market value of the investment. In addition, upon maturity, default, acceleration, or any other termination (including a put or call) of the synthetic security, the terms of the synthetic security may permit, or require the counterparty to satisfy its obligations under the synthetic security by delivering to the Target Fund's securities, other than the related investment or an amount different to the then current market value of the investment. In addition to the credit risks associated with holding investments, with respect to some synthetic securities, the Target Fund will usually have a contractual relationship with the relevant counterparty only, and not with the underlying issuer of the relevant investment. The Target Fund generally will not have the right to directly enforce compliance by the issuer with the terms of the investment, or any rights of set-off against the issuer, nor have any voting rights with respect to the investment. The main types of derivative financial instruments include but are not limited to futures, forwards, swaps, options, on underlying such as equity, interest rates, credit, foreign exchange rates and commodity. Example of derivatives include but are not limited to total return swaps, credit default swaps, swaptions, interest rate swaps, variance swaps, volatility swaps, equity options, bond options and currency options.

Structured Finance Securities Risk

Structured finance securities include, but are not limited to, asset-backed securities, asset-backed commercial papers, credit-linked notes and portfolio credit-linked notes. Structured finance securities may sometimes have embedded derivatives. Structure finance securities may have different degrees of risk depending on the characteristics of the security and the risk of the underlying asset or pool of assets. In comparison to the underlying asset or pool of assets, structured finance securities may have greater liquidity, credit and market risk.

Sustainability Risk
The risk arising from any environmental, social or governance events or conditions that, were they to occur, could cause a material negative impact on the value of the investment.

The set of sustainability risks below are relevant to the Target Fund which integrates sustainability risks. When selecting and monitoring investments, these sustainability risks are systematically considered along with all other risks deemed relevant for the Target Fund, taking into account its investment policy / strategy.

Specific sustainability risks include but are not limited to the following:

- Transition Risk
  The risk posed by the exposure to issuers that may potentially be negatively affected by the transition to a low carbon economy due to their involvement in exploration, production, processing, trading and sale of fossil fuels, or their dependency upon carbon intensive materials, processes, products and services. Transition risk may result from several factors, including rising costs and/or limitation of greenhouse gas emissions, energy-efficiency requirements, reduction in fossil fuel demand or shift to alternative energy sources, due to policy, regulatory, technological and market demand changes. Transition risks may negatively affect the value of investments by impairing assets or revenues, or by increasing liabilities, capital expenditures, operating and financing costs.

- Physical Risk
  The risk posed by the exposure to issuers that may potentially be negatively affected by the physical impacts of climate change. Physical risk includes acute risks arising from extreme weather events such as storms, floods, droughts, fires or heatwaves, and chronic risks arising from gradual changes in the climate, such as changing rainfall patterns, rising sea levels, ocean acidification, and biodiversity loss. Physical risks may negatively affect the value of investments by impairing assets, productivity or revenues, or by increasing liabilities, capital expenditures, operating and financing costs.

- Environmental Risk
  The risk posed by the exposure to issuers that may potentially be causing or affected by environmental degradation and/or depletion of natural resources. Environmental risk may result from air pollution, water pollution, waste generation, depletion of freshwater and marine resources, loss of biodiversity or damages to ecosystems. Environmental risks may negatively affect the value of investments by impairing assets, productivity or revenues, or by increasing liabilities, capital expenditures, operating and financing costs.

- Social Risk
  The risk posed by the exposure to issuers that may potentially be negatively affected by social factors such as poor labour standards, human rights violations, damages to public health, data privacy breaches, or increased inequalities. Social risks may negatively affect the value of investments by impairing assets, productivity or revenues, or by increasing liabilities, capital expenditures, operating and financing costs.

- Governance Risk
  The risk posed by the exposure to issuers that may potentially be negatively affected by weak governance structures. For companies, governance risk may result from malfunctioning boards, inadequate remuneration structures, abuses of minority shareholders or bondholders' rights, deficient controls, aggressive tax planning and accounting practices, or lack of business ethics. For countries, governance risk may include governmental instability, bribery and corruption, privacy breaches and lack of judicial independence. Governance risk may negatively affect the value of investments due to poor strategic decisions, conflicts of interest, reputational damages, increased liabilities or loss of investor confidence.

Sustainability risk is an integral part of the Target Fund's portfolio construction and risk management. To mitigate sustainability risk, the Management Company will: (1) ensure adequate

ESG integration into investment processes; (2) monitor sustainability risk indicators; and (3) quantify their potential impacts on returns.

Settlement Risk
The risk of loss resulting from a counterparty's failure to deliver the terms of a contract at the time of settlement. The acquisition and transfer of holdings in certain investments may involve considerable delays and transactions may need to be carried out at unfavourable prices as clearing, settlement and registration systems may not be well organised in some markets.

THE ABOVE ARE THE KEY RISKS APPLICABLE TO THE TARGET FUND AND MAY NOT BE EXHAUSTIVE. INVESTORS ARE ADVISED TO CONSULT THEIR ADVISER(S), E.G. THEIR BANKERS, LAWYERS, STOCKBROKERS OR INDEPENDENT PROFESSIONAL ADVISERS FOR A BETTER UNDERSTANDING OF THE RISKS.

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