

Information Memorandum for **AmIncome Focus**

The Manager

AmFunds Management Berhad

Company number: 154432-A

The Trustee

AmanahRaya Trustees Berhad

Company number: 766894-T



AmInvest

This Information Memorandum is dated 27 August 2018

Growing Your Investments in a Changing World

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

ABOUT THIS INFORMATION MEMORANDUM

This is an information memorandum which introduces you to AmFunds Management Berhad and the AmIncome Focus (“Fund”), which is a wholesale fund. This Information Memorandum outlines in general what you would need to know about the Fund and is intended for the exclusive use by prospective Sophisticated Investors (as defined herein) who should ensure that all information contained herein remains confidential.

This Information Memorandum is strictly private and confidential and solely for your own use. It is not to be circulated to any third party. No offer or invitation to purchase the units of the Fund, the subject of this Information Memorandum, may be made to anyone who is not a Sophisticated Investor.

Unless otherwise indicated, any reference in this Information Memorandum to any legislation, statute or statutory provision is a reference to that legislation, statute or statutory provision for the time being, as amended or re-enacted, and to any repealed legislation, statute or statutory provision which is re-enacted (with or without modification).

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

DISCLAIMER

An investment in the Fund carries with it a degree of risk. The value of units and the income from it, if any, may go down as well as up, investment in wholesale fund involve risks including the risk of total capital loss and no income distribution. Sophisticated Investors should consider the risk factors set out under Section 4: Risk Factors.

Statements made in this Information Memorandum are based on the law and practices currently in force in Malaysia and are subject to changes in such law and practices.

Any references to a time or day in this Information Memorandum shall be a reference to that time or day in Malaysia, unless otherwise stated.

No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, placing, subscription, sale, switching or redemption of units in the Fund other than those contained in this Information Memorandum or any supplemental document and, if issued, given or made, such advertisement, information or representations must not be relied upon by an investor. Any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information and representations in this Information Memorandum or any supplemental document will be solely at the risk of the Sophisticated Investor. Sophisticated Investors may wish to consult their independent professional adviser about the suitability of the Fund for their investment needs.

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

The Manager has the right to reject any application by a US Person. However, if you are investing through our appointed distributor who operates under a nominee system of ownership, kindly consult the respective distributor accordingly.

Personal Data

As part of our day to day business, we collect your personal information when you apply to open an account with us, subscribe to any of our products or services or communicate with us. In return, we may use this information to provide you with our products or services, maintain our records or send you relevant information. We may use your personal information for one or more of the following purposes, whether in Malaysia or otherwise:

- a. Assess your eligibility or suitability for our products which you had applied for and to verify your identity or financial standing through credit reference checks;
- b. To notify you of more and up to-date information such as improvements and new features to the existing products and services, development of new products, services and promotions which may be of interest to you;
- c. Manage and maintain your account(s) through regular updates, consolidation and improving the accuracy of our records. In this manner we can respond to your enquiries, complaints and to generally resolve disputes quickly so that we can improve our business and your relationship with us;

- d. Conduct research for analytical purposes, data mining and analyse your transactions / use of products and services to better understand your current financial / investment position and future needs. We will also produce data, reports and statistics from time to time, however such information will be aggregated so that your identity will remain confidential;
- e. Comply with the requirements of any law and regulations binding on us such as conducting anti-money laundering checks, crime detection / prevention, prosecution, protection and security;
- f. Enforcement of our rights to recover any debt owing to us including transferring or assigning our rights, interests and obligations under any of your agreement with us;
- g. Perform shared services within AmBank Group such as audit, compliance, legal, human resource, finance and risk management;
- h. Outsourcing of business and back-room operations within AmBank Group and/or other service providers;
- i. To administer and develop the Manager's and/or the Manager's associated companies within the AmBank Group and its group of companies business relationship with you; and
- j. Any other purpose(s) that is required or permitted by any law, regulations, standards, guidelines and/or relevant regulatory authorities including with the trustee of the Fund.

Sophisticated Investors are advised to read our latest or updated Privacy Notice (notice provided as required under the Personal Data Protection Act 2010) available on our website at www.aminvest.com. Our Privacy Notice may be revised from time to time and if there is or are any revision(s), it will be posted on our website and/or other means of communication deemed suitable by us. However any revision(s) will be in compliance with the Personal Data Protection Act 2010.

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1 DEFINITIONS

AFM, the Manager, us, our or we	AmFunds Management Berhad.
AmBank	AmBank (M) Berhad.
AmBank Group	Refers to AMMB Holdings Berhad and all its direct and indirect subsidiaries, including, but not limited to: AmBank (M) Berhad, AmBank Islamic Berhad, AmInvestment Bank Berhad, AmInvestment Group Berhad, AmFunds Management Berhad, AmIslamic Funds Management Sdn Bhd, AmFutures Sdn Bhd, AmCard Services Berhad and AmGeneral Insurance Berhad.
AmInvest	The brand name for the funds management business of AMMB Holdings Berhad comprising AmFunds Management Berhad and AmIslamic Funds Management Sdn Bhd.
Auditor	Has the same meaning as defined in the CMSA 2007.
BNM	Bank Negara Malaysia established under the Central Bank of Malaysia Act 2009.
Business Day	A day on which Bursa Malaysia and/ or banks in Kuala Lumpur are open for business.
CMSA 2007, CMSA, the Act	Capital Markets and Services Act 2007 and any amendments made thereto.
CRS	Common Reporting Standards.
Deed	The deed dated 15 August 2018 and supplemental deeds (if any) entered into between the Manager and the Trustee in relation to the Fund.
FATCA	Foreign Account Tax Compliance Act.
Fund	AmIncome Focus.
GST	Goods and Services Tax, which includes any tax payable on the supply of goods, services, or other things in accordance with the provisions of GST Law.
GST Law	The Goods and Services Tax Act 2014, subsidiary legislations, statutory orders and regulations governing the application of GST, as amended from time to time.
Information Memorandum	Information memorandum of the Fund.
Latest Practicable Date (LPD)	31 July 2018.
Launch date	The date of this Information Memorandum and is the date on which sales of units of the Fund may first be made; the Launch Date is also the date of constitution of the Fund.
Medium to long-term	Refers to a period of at least three (3) years.
MYR, RM	Ringgit Malaysia.
NAV per unit	Net Asset Value attributable to the Fund divided by the number of units in circulation of that Fund, at the valuation point.
Net Asset Value (NAV)	The value of all the assets of the Fund less the value of all the liabilities of the Fund at a valuation point. For the purpose of computing the annual management fee and annual trustee fee, the NAV of the Fund is inclusive of the management fee and trustee fee for the relevant day.
p.a.	Per annum.
Redemption	Repurchase of units of the Fund.
SC, the SC	Securities Commission Malaysia.

SC Guidelines	Guidelines on the Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC, and shall include any amendments and revisions contained herein or made pursuant thereto.
Sophisticated Investor(s)	Means any person who comes within any of the categories of investors set out in Part 1, Schedule 6 and 7 of the CMSA.
Trustee	AmanahRaya Trustees Berhad.
Unit Holder(s), you	<p>The person(s) for the time being registered under the provisions of the Deed as a holder of units of the Fund including the joint holders, whose name appears in the Manager's register of Unit Holders.</p> <p>Please note that if a Sophisticated Investor invests through a distributor via nominee system of ownership, the Sophisticated Investor will not be deemed a Unit Holder under the Deed.</p>
US (United States) Person	A US citizen or resident individual, a partnership or corporation organized in the US or under the laws of the US or any State thereof, a trust if: (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US as defined in the Malaysia-US IGA Guidance Notes on Compliance Requirements for Malaysia-US Intergovernmental Agreement on Foreign Account Tax Compliance Act (FATCA) issued by Inland Revenue Board Of Malaysia dated 11 September 2015, including any amendments, guidelines and other administrative actions made thereunder.
Wholesale Fund	A fund, the units which are issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units have been made, exclusively to Sophisticated Investors.

2 CORPORATE DIRECTORY

MANAGER

AmFunds Management Berhad

Company number: 154432-A

Registered office

22nd Floor, Bangunan AmBank Group

No. 55, Jalan Raja Chulan

50200 Kuala Lumpur

Tel: (603) 2036 2633

Business address

9th & 10th Floor, Bangunan AmBank Group

No. 55, Jalan Raja Chulan

50200 Kuala Lumpur

Tel : (603) 2032 2888

Fax: (603) 2031 5210

Email : enquiries@aminvest.com

Website: www.ambankgroup.com

www.aminvest.com

TRUSTEE

AmanahRaya Trustees Berhad

Company number: 766894-T

Registered Office/Head Office

Tingkat 11, Wisma AmanahRaya

No. 2, Jalan Ampang, 50508 Kuala Lumpur

Tel: (03) 2055 7388

Business Address

Tingkat 2, Wisma AmanahRaya II

No. 21, Jalan Melaka, 50100 Kuala Lumpur

Tel: (03) 2036 5129

Fax: (03) 2072 0322

Website: www.artrustees.com.my

3 THE FUND'S DETAILED INFORMATION

3.1 Fund Information

Fund name	AmIncome Focus
Fund type	Income
Fund category	Wholesale fixed income
Investment objective	<p>The Fund seeks to provide regular income while aiming for maintaining capital preservation*.</p> <p><i>Notes:</i> <i>*The Fund is not a capital guaranteed or capital protected fund.</i> <i>Any material change to the investment objective of the Fund would require Unit Holders' approval.</i></p>
Investment strategy	<p>The Fund seeks to achieve its investment objective by investing a minimum 50% of its NAV in a portfolio of RM-denominated fixed income securities. The fixed income securities must have a minimum credit rating of AA by any credit rating agencies.</p> <p>In the unlikely event of a credit rating downgrade below the stipulated minimum credit rating above, the Manager reserves the right to hold the affected fixed income security until its maturity if it is in the best interest of the Unit Holders. A credit downgrade generally will have no impact on the fixed income security upon its maturity if credit default does not occur.</p> <p>The balance of the Fund's NAV will be in cash, deposit and/or money market instruments.</p>
Performance benchmark	AmBank 12-Months Fixed Deposit Rate (available at www.aminvest.com)
Asset allocation	<ul style="list-style-type: none"> • Minimum 50% of the Fund's NAV in fixed income securities; and • Up to 50% of the Fund's NAV in cash, fixed deposit and money market instruments. <p><i>Note:</i> <i>The Manager may deviate from the above stipulated asset allocation in response to certain conditions which include but are not limited to unfavourable market, economic political conditions, insufficient funds to form an efficient portfolio and/or period of high fund redemptions. In such situations, the Manager may allocate its fixed income security investments into cash, deposits and/or money market instruments.</i></p>
Income distribution policy	Income distribution (if any) will be paid out at least on a quarterly basis.
Base currency of the Fund	RM
Investor profile	<p>The recommended investment timeframe for this Fund is three (3) years or more. The Fund is suitable for sophisticated investors who:</p> <ul style="list-style-type: none"> • seek an investment that aims to provide regular income*; • have medium to long-term investment horizon; and • have a low to medium risk tolerance. <p><i>* The regular income will be distributed in the form of cash or reinvested into additional units in the Fund at the NAV per unit on the distribution date.</i></p>

3.2 Other Information

Launch date	27 August 2018.
Initial offer period	<p>A period of up to twenty one (21) days commencing from the date units of the Fund are being offered for sale.</p> <p><i>Note: The Manager reserves the right to determine a shorter offer period and notify the Trustee. The decision for a shorter offer period is based on the sole discretion of the Manager.</i></p>
Initial offer price	RM1.0000
Financial year end	31 December
Permitted investment	<p>As permitted under the Deed and the requirements of SC, the Fund will invest in any of the following RM-denominated investments:</p> <ul style="list-style-type: none">i. Listed and unlisted corporate bonds;ii. Government securities and any other securities guaranteed by the Malaysian government, BNM or other related government agencies; andiii. Cash, fixed deposits and money market instruments.
Investment Limits and Restrictions	There is no counterparty or issuer limit (i.e. 100% of the NAV may be invested with a single counterparty or issuer).

4 RISK FACTORS

All investments carry some degree of risk. Therefore, before making an investment decision, you may consider the different types of risk that may affect the Fund or you individually. This section provides you with information on the general risks involved when investing in a wholesale fund and the specific risk associated with the Fund.

General risks associated with investing in a wholesale fund	
Market Risk	Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political and/or other factors, which will result in a decline in the fund's net asset value.
Inflation Risk	This is the risk that sophisticated investors' investment in the fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce Sophisticated Investors' purchasing power even though the value of the investment in monetary terms has increased.
Manager's Risk	This risk refers to the day-to-day management of the fund by the manager which will impact the performance of the fund. For example, investment decisions undertaken by the manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the deed, relevant law or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the fund.
Non-Compliance Risk	<p>This is the risk of the manager, the investment manager or the trustee not complying with their respective internal policies, the deed and its supplemental deed, securities law or guidelines issued by the regulators relevant to each party, which may adversely affect the performance of the fund when the manager or the trustee takes action to rectify the non-compliance. For example, non-compliance could occur due to factors such as human error or shortfalls in operational and administrative processes, or external factors such as market movements.</p> <p>This risk may be mitigated by having sufficient internal controls in place to ensure compliance with all applicable requirements at all times.</p>

Specific risks associated with the investment portfolio of the Fund	
Interest Rate Risk	<p>Interest rate risk refers to the impact of interest rate changes on the valuation of fixed income securities. When interest rates rise, fixed income securities prices generally decline and this may lower the market value of the Fund's investment in fixed income securities. The reverse may apply when interest rates fall.</p> <p>In order to mitigate interest rate risk, the Manager will need to manage the fixed income portfolio taking into account the coupon rate and time to maturity of the fixed income securities.</p>
Income Distribution Risk	It should be noted that the distribution of income is not guaranteed. Circumstances preventing the distribution of income include, among others, insufficient realized returns to enable income distribution. As per the SC Guidelines, distribution of income should only be made from realised gains or realised income.
Liquidity Risk	Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. 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 unfavorable prices.
Counterparty Credit Risk	Counterparty credit risk is the risk arising from the possibility that the counterparty may default or not able to fulfil a trade settlement prior or on the settlement date of the trade. This could adversely affect the value of the Fund.

Credit and Default risk	Credit risk relates to the creditworthiness of the issuers of the fixed income securities and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the fixed income securities. In the case of rated fixed income securities, this may lead to a credit downgrade. Default risk relates to the risk that an issuer of a fixed income security either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the fixed income securities. This could adversely affect the value of the Fund.
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Note: The abovementioned risks which Sophisticated Investors should consider before investing into the Fund should not be considered to be an exhaustive list. Sophisticated Investors should be aware that investments in the Fund may be exposed to other risks of an exceptional nature from time to time.

Risk Management Strategy

Risk management of the Fund forms an integral part of the investment process. The Fund's portfolio is constructed and managed within pre-determined guidelines including risk returns trade-off, which will be reviewed periodically by the Manager. Assessment of risk is an important part of the asset allocation process. The investment team of the Manager has the discretion to select instruments/securities from the authorised investment list.

5 FEES, CHARGES AND EXPENSES

Unless stated otherwise, all fees, charges and expenses disclosed in the Information Memorandum are exclusive of GST and other taxes or duties as may be imposed by the government from time to time (“Taxes”). If these fees, charges and expenses are subject to any Taxes, such Taxes shall be borne and payable by the Unit Holders and/or the Fund (as the case may be).

5.1 Charges

This table describes the charges that you may **directly** incur when you buy or redeem units of the Fund:

Entry Charge	Nil.
Exit Penalty	There will be no exit penalty for this Fund.
Other Charges	Other direct charges that you may incur are as follows: Transfer fee Nil Bank charges or fees Bank charges or fees are incurred only upon redemption. Switching fee Unit holders are only allowed to switch to other funds where the currency denomination is the same as the Fund switched out. For switches between any of the funds managed by the Manager, Sophisticated Investors will be charged on the differences of entry charge between funds switched, which is up to a maximum of 6.00% of NAV per unit of the fund switched into. No entry charge will be imposed if the fund to be switched into has a lower entry charge.

5.2 Ongoing Fees and Expenses

The fees and expenses that you may indirectly incur are as follows.

(a) Annual Management Fee

An annual management fee of up to 0.50% p.a. of the Fund’s NAV is charged to the Fund. The management fee is calculated on a daily basis and will be paid monthly to us.

An illustration of the calculation and apportionment of the daily management fee is as follows:

	<u>RM</u>
Investments	140,000,000.00
Others (Liquid assets)	60,000,000.00
NAV (before fees)	<u>200,000,000.00</u>

Management fee for the day:

$$[(\text{Investments} + \text{Liquid assets}) \times \text{Management fee}] \div \text{Number of days in a year} \\ = (\text{RM}200,000,000.00 \times 0.50\%) \div 365 \quad \text{2,739.73}$$

GST applicable to the management fee for the day:

$$\text{Management fee for the day} \times \text{GST} (\%) \\ = \text{RM}2,739.73 \times 0.00\% \quad \text{0.00}$$

Management fee for the day charged to the Fund inclusive of GST:	<u>2,739.73</u>
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(b) Annual Trustee Fee

The Trustee is entitled to an annual trustee fee for acting as trustee to safeguard the interest of Unit Holders and as custodian of the Fund's asset. This fee is calculated daily and paid monthly. The Trustee fee is up to 0.02% p.a. of the Fund's NAV.

Assuming the Fund's NAV is RM200,000,000.00 and the Trustee fee is up to 0.02% p.a. of the NAV of the Fund, then the daily accrued Trustee fee would be:

	RM
Trustee's fee for the day	
(NAV of the Fund x Trustee fee) ÷ Number of days in a year	
= (RM200,000,000.00 x 0.02%) ÷ 365	109.59
GST applicable to the trustee fee for the day:	
Trustee fee for the day x GST (%)	
= RM109.59 x 0.00%	0.00
Trustee fee for the day charged to the Fund inclusive of GST:	109.59

(c) Fund Expenses

The Manager and Trustee may be reimbursed out of the Fund for any cost reasonably incurred in the administration of the Fund. The Fund's expenses currently include but are not limited to audit fees, tax agent's fees, printing and postages of annual and quarterly reports, bank charges, investment committee fee for independent members, lodgement fees for Fund's reports, fees paid to brokers and dealers (if any) and other expenses as permitted by the Deed.

5.3 Rebates and Commission

It is our policy to channel all rebates, if any, received from brokers or dealers to the Fund. However, soft commissions received for goods and services which are of demonstrable benefit to Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments such as fundamental databases, financial wire services, technical analysis software and securities quotation system incidental to investment management of the Fund and the dealing with the broker or dealer is executed on terms which are the most favourable for the Fund are retained by us.

5.4 Borrowing/Financing

The Fund is prohibited from borrowing other assets (including borrowing of securities within the meaning of *Securities Borrowing and Lending Guidelines*) in connection with its activities. However, the Fund may borrow cash for the purpose of meeting repurchase requests for units of the Fund and for short-term bridging requirements. Such borrowings are subject to the following:

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

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

6 TRANSACTION INFORMATION

6.1 Valuation of Assets

In undertaking any of its investments, the Manager will ensure that all the assets of the Fund are valued at fair value in compliance with the Guidelines and relevant laws at all times.

Investments of the Fund are valued in accordance to the following:

- Listed fixed income securities
The last traded prices quoted on an exchange will be used.
- Unlisted fixed income securities
Valuation is based on prices provided by the Bond Pricing Agency (BPA) registered with the SC or where prices are not available from BPA, the average indicative yield quoted by three (3) independent and reputable institutions.

Where the Manager is of the view that the price quoted by BPA for a specific fixed income security differs from “market price” by more than 20 basis points, the Manager may use the “market price”, provided that the Manager:

- (a) records its basis of using a non-BPA price;
- (b) obtains necessary internal approvals to use the non-BPA price; and
- (c) keeps an audit trail of all decisions and basis for adopting the “market yield”.

- Money market instruments and fixed deposits
The value of any investment in money market instruments and fixed deposits placed with financial institutions shall be determined on each Business Day, with reference to the principal value of such investments and the accrued income for the relevant period. For tradable liquid assets and money market instruments the valuation is based on marked to market prices as provided by the counterparty that issues the instruments.

6.2 Pricing and Valuation Points

The Fund adopts a single pricing policy i.e. which means subscription and redemption of units will be carried out at the NAV per unit. The valuation point of the Fund will be on daily basis (e.g. each business day).

The Fund also adopts forward pricing which means price for units will be calculated at the next valuation point after the completed documents for an application to subscribe or a request to redeem units have been received by the Manager.

Valuation point refers to such time(s) on a Business Day as may be decided by the Manager wherein the NAV per unit of the Fund is calculated. The valuation of the Fund will be carried out after the close of the Business Day.

The Sophisticated Investor will buy and sell units at the NAV per unit as at the next valuation point after the completed documents for an application to subscribe and a request to redeem units is received by the Manager.

In the event of any incorrect pricing of units of the Fund, the Manager shall take immediate remedial action to rectify the incorrect pricing. Where the incorrect pricing:

- (i) is equal or more than zero point five per centum (0.5%) of the NAV per unit; and
- (ii) the total impact on an individual account is more than RM 10.00 in absolute amount,

then the Manager shall reimburse the Fund and/or the affected Unit Holder in the following manner:

- (a) where the error is as a result of over valuation (i.e. the price quoted is higher than the actual price), the Manager shall reimburse:
 - (i) the Fund (for the difference between the redemption amount paid out by the Fund and the amount per the amended valuation); and/or
 - (ii) the Unit Holders (for the difference between the value of subscription amount paid by the Unit Holder and the amount per the amended valuation);
- (b) where the error is as a result of under valuation (i.e. the price quoted is lower than the actual price), the Manager shall reimburse:
 - (i) the Fund (for difference between the value of subscription amount paid by the Unit Holder and the amount per the amended valuation); and/or

- (ii) the Unit Holders (for difference between the redemption amount paid out by the Fund and the amount per the amended valuation).

Subject to any regulatory requirements, the Manager shall have the right to amend, vary or revise the above said limits or threshold from time to time.

Illustration of computation of NAV per unit, subscription of units and redemption of units are as follows:

NAV per unit

The following is a hypothetical example of the valuation carried out:

Total NAV	(a)	RM200,000,000.00
Units in circulation	(b)	200,000,000.00
NAV per unit	(a) ÷ (b)	<u>RM1.0000</u>

Making an investment

Assuming that a Sophisticated Investor wants to invest RM1,000,000 in the Fund and the NAV per unit is RM1.0000 with no entry charge. The Sophisticated Investor will need to pay the amount as illustrated below to the Manager:

Items	Amount	Explanation
Amount to be invested (c)	RM1,000,000	Not applicable
Units issued to Sophisticated Investor	1,000,000 units	(c) ÷ RM1.0000
Entry charge incurred by Sophisticated Investor	RM0	No entry charge
Net amount payable by Sophisticated Investor	RM1,000,000	Not applicable

Redeeming an investment

Assuming a Sophisticated Investor wish to redeem 1,000,000 units from the Fund and the NAV per unit is RM1.0003 with no exit penalty. Hence, the total amount payable to the Sophisticated Investor is RM1,000,300 as illustrated below:

Items	Amount	Explanation
Units redeemed (d)	1,000,000 units	Not applicable
Gross amount payable to Sophisticated Investor	RM1,000,300	(d) × RM1.0003
Exit penalty incurred by Sophisticated Investor	0%	No exit penalty
Amount payable to Sophisticated Investor	RM1,000,300	Not applicable

The NAV per unit for the Fund is rounded to four (4) decimal points. However, redemption proceeds, units created, fees and charges are rounded to two (2) decimal points.

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

6.3 Making an Investment

Step 1 Eligibility	<p>Sophisticated Investors, with 18 years of age and above for individual who are not US Persons</p> <p>Note:</p> <p>(1) The Manager has the right to reject any application by a US Person. However, if you are investing through our appointed distributor who operates under a nominee system of ownership, kindly consult the respective distributor accordingly.</p> <p>(2) If a Unit Holder is a US Person or subsequently becomes a US Person and such fact comes to the attention of the Manager:-</p>
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	<p>a) The Manager is entitled to act in accordance with FATCA, relevant laws, rules, regulations, notes and circulars issued by the relevant authorities from time to time including but not limited to withholding such amount of the income derived from the units held by such US Person (if any); and</p> <p>b) The Manager shall by a notice in writing to that US Person require him/her to either redeem all the units of the Fund or transfer all the units of the Fund to a non-US Person within thirty (30) days from the date of the notice. Upon expiry of thirty (30) days from the date of such notice, the Manager reserves the right to compulsorily redeem all the units held by such US Person.</p>
<p>Step 2 Forms to be completed / Documents required</p>	<p>FOR INITIAL INVESTMENT</p> <p>(a) A full set of account opening form; (b) Proof of payment; (c) Suitability assessment form; (d) Wholesale fund declaration form; (e) Specimen signature form; (f) Personal Data Protection Act consent form (if applicable); (g) FATCA and CRS documentation: <ul style="list-style-type: none"> • Self-certification by individual / entity; • W-8BEN / W-8BEN-E Form (if applicable); and • W-9 Form (if applicable); and (h) Additional documents requested by the Manager (if applicable).</p> <p>Individual or jointholder</p> <p>For a single applicant, photocopy of National Registration Identity Card (NRIC) for Malaysian or passport for foreigner.</p> <p>For joint applicant, photocopy of NRIC for Malaysian or passport for foreigner of first named joint applicant and the subsequent named joint applicant.</p> <p>Corporate investors</p> <p>(a) copy of NRIC / passport of all authorised signatory(ies); (b) copy of NRIC / passport of directors / shareholders / partners; (c) a certified true copy of the Memorandum and Articles of Association, business registration documents, certificate of registration or its equivalent; (d) a certified true copy of Form 24 and 49 or its equivalent; (e) an original / extract copy of a board resolution approving investments in the Fund or its equivalent; (f) list of authorised personnel to effect any instructions pertaining to the Fund if the list of authorized personnel is not mentioned in the board resolution or its equivalent; (g) a copy of the latest audited financial statement of accounts; (h) any other approvals required from relevant authorities; and (i) any other documents requested by the Manager.</p> <p>FOR ADDITIONAL INVESTMENT</p> <p>(a) Transaction form or letter of instruction (for non-individual or corporate investors only); and (b) Proof of payment.</p>
<p>Step 3 Manner of payment and delivery</p>	<p>Upon clearance based on our “Know-Your-Customer” policy, you can deposit payment into our account upon being advised by us. Your application will be accepted and shall be processed based on the net amount received. If you deposit payment into our account without notifying us, we reserve the right to reject your application and hold such amount until claimed.</p> <p>Payments can be made by depositing payment into our account using either cheque, bank draft or telegraphic transfer payable to:</p> <p>“AmFunds Management Berhad – Trust A/C”</p>

	<p>For individual investor: You are advised to write your name, new identification card number (NRIC)/ passport number and contact number at the back of the cheque or bank draft.</p> <p>For corporate investors: You are advised to write your company name, company no. and contact number at the back of the cheque or bank draft.</p> <p>You can submit the application with complete documentation (including the proof of payment) and payment to us or submit the same to any of our appointed distributors. If we do not receive complete documentation with the payment we reserve the right to reject the application. If you deposit payment into our account and do not notify or provide us with the complete documentation, we shall reject your application and hold such amount until claimed. Sales of units will be processed upon receipt of complete documentation and proof of payment.</p> <p>We reserve the right to vary the manner of payment from time to time, and shall be communicated to you.</p> <p><i>Note: Where payment is by cheque, the cheque must be issued by the Sophisticated Investor. In the case of bank draft, a copy of the application for the bank draft as approved by the relevant bank must be submitted with the bank draft. Any payment from third party other than the Sophisticated Investor will be rejected.</i></p>
Minimum initial investment	<p>RM100,000.00</p> <p>The Manager reserves the right to change the stipulated amount from time to time. You may request for a lower amount subject to the Manager discretion to accept.</p>
Minimum additional investment	<p>RM100,000.00</p> <p>The Manager reserves the right to change the stipulated amount from time to time. You may request for a lower amount subject to the Manager discretion to accept.</p>
Processing an application/ cut off time	<ul style="list-style-type: none"> • If an application with complete documentation is accepted by the Manager or our appointed distributors before 4.00 p.m. on a Business Day, it will be processed at the closing NAV per unit calculated at the end of the same Business Day. • If an application with complete documentation is accepted by the Manager or our appointed distributors after 4.00 p.m. or on a non-Business Day, it will be processed at the closing NAV per unit calculated at the next Business Day. <p><i>Note: The Manager reserves the right to reject any application that is unclear, incomplete and/or not accompanied by the required documents or proof of payment. Incomplete applications will not be processed until all the necessary information has been received.</i></p>
Cooling-off right	Not applicable for this Fund.

SOPHISTICATED INVESTORS ARE ADVISED NOT TO MAKE PAYMENT IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS OF THE FUND.

The Manager has the absolute discretion to accept or reject in whole or in part any application for units. Application for units must be made by completing the relevant application forms or transaction forms as required and subscription monies accompanied by such documents.

Confirmation of an application

You shall be issued a transaction advice within two (2) weeks of processing your application. No certificates are issued. Instead your details are entered into the register of Unit Holders, which is kept at our head office and can be inspected during business hours.

Miscellaneous application information

You will be responsible for all losses and expenses of the Fund in the event of any failure to make payments according to the procedures outlined in this Information Memorandum. In addition, a RM20 charge will be imposed if a cheque does not clear. Such losses and expenses shall be deducted by the Manager from your account with

us. We reserve the right to reject any application. We also reserve the right to change or discontinue any of our application procedures.

6.4 Making Redemptions

A Sophisticated Investor can make a redemption by completing a transaction form. Transaction forms are available at our offices. Please ensure that the transaction form is signed in accordance with your signing instruction given to us.

A Sophisticated Investor may redeem all or part of their units on any Business Day subject to the minimum redemption and minimum holding units unless it is a complete redemption.

Minimum redemption / switching	100,000 units The Manager reserves the right to change the stipulated amount from time to time. You may request for a lower amount subject to the Manager discretion to accept.
Minimum holding or balance	100,000 units The Manager reserves the right to change the stipulated amount from time to time. You may request for a lower amount subject to the Manager discretion to accept.
Forms to be completed	<ul style="list-style-type: none"> • Transaction form signed by individual unit holder(s)/ authorised signatory(ies); or • Letter of instruction (for non-individual or corporate investors only).
Access to money	<p>Redemption request can be made on any Business Day by completing the transaction form.</p> <ul style="list-style-type: none"> • If a redemption request with complete documents is accepted by the Manager or our appointed distributors before 4.00 p.m. on a Business Day, it will be processed at the end of day NAV per unit of the Fund of the same Business Day. • If a redemption request with complete documents is accepted by the Manager or our appointed distributors after 4.00 p.m. or on a non-Business Day, it will be processed at the end of day NAV per unit of the Fund of the next Business Day. • The redemption proceeds will be paid within three (3) Business Days from the acceptance of a complete redemption request. <p><i>Note: We shall provide you with reasonable notice in the event we vary the period of payment of the redemption proceeds.</i></p>
Manner of Payment	<p>All redemption proceeds will be made in the currencies which the units are denominated will be paid to a bank account (active account) held in your own name or the first named Unit Holder (for joint account) either by telegraphic transfer, cheque or bank draft.</p> <p>Under any circumstances where the redemption proceeds cannot be transferred, the manner of payment will be by:-</p> <ul style="list-style-type: none"> • cheque; or • bank draft. <p>We reserve the right to vary the manner of payment from time to time, and shall be communicated to you.</p>

No redemption will be paid in cash under any circumstances.

6.5 Distribution payment

Income distribution policy	Income distribution (if any) will be paid out at least on a quarterly basis.
Mode of income distribution	<p>Sophisticated Investor is given the option to either:</p> <p>(a) Reinvest the income distribution Income distribution will be reinvested into the investor's account at no cost, based on the NAV per unit at the end of the Business Day of the income distribution date.</p> <p>(b) Receive the income distribution Investor to provide the instruction to the Manager to deposit the income distribution earned into a bank account held in the investor's name or the first named unit holder (for joint account).</p> <p><i>Note: Income distribution will automatically be reinvested into additional units in the Fund at the NAV per unit at the end of the Business Day of the income distribution date at no cost if you do not elect the mode of distribution in the account opening form or transaction form.</i></p>

6.6 Unclaimed Moneys

Any moneys payable to you which remains unclaimed (hereinafter referred to as unclaimed amount) for the last twelve (12) months or such period as may be prescribed under the Unclaimed Moneys Act 1965 from the date of payment will be paid to Registrar of Unclaimed Moneys in accordance with the requirements of the Unclaimed Moneys Act 1965. Thereafter, all claims need to be made to the Registrar of Unclaimed Moneys.

6.7 Other Relevant Information when Making an Investment

Switching facility

Unit Holders are only allowed to switch to other funds where the currency denomination is the same as the Fund switched out. For switches between any of the funds managed by the Manager, Unit Holders will be charged on the differences of the entry charge between funds switched, which is up to a maximum of 6% of NAV per unit of the fund switched into. No entry charge will be imposed if the fund to be switched into has a lower entry charge.

Please note that the price of the Fund to be switched out and the price of another Fund to be switched into may be of different days.

Transfer facility

Transfer facility is not available for this Fund.

Confirmation of an application

You shall be issued with a transaction advice within two (2) weeks of us processing your application. No certificates of units are issued. Instead your details are entered into the register of Unit Holders, which is kept at our head office and can be inspected during business hours.

Miscellaneous redemption information

We reserve the right to defer the payment of redemption proceeds with the consent of the Trustee (or as permitted by the SC) after receiving the redemption request if in our judgment, an earlier payment would adversely affect the Fund.

Cross Trade

The Manager may conduct cross trades between funds and private mandates it currently manages provided that all criteria imposed by the regulators are met.

Notwithstanding, cross trades between the personal account of an employee of the Manager and the Fund's account are strictly prohibited. The execution of cross trade will be reported to the investment committee and disclosed in the Fund's report accordingly.

Temporary Suspension of Determination of NAV and of the Issue and Redemption of Units

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

- (a) during any period when the Malaysian market on which a material part of the investments of the Fund is closed, or during which dealings are substantially suspended or restricted;
- (b) during the existence of any state of affairs which constitutes an emergency as a result of which disposal of investments of the Fund is not possible;
- (c) during any breakdown in the means of communication normally employed in determining the price of the Fund's investments on any market;
- (d) when for any other reason the prices of any investments owned by the Fund cannot promptly or accurately be ascertained;
- (e) during any period when remittance of monies which will or may be involved in the realization of or in the payment for any of the Fund's investments cannot, in the opinion of the Manager, be carried out at normal rates of exchange;
- (f) in the event of the publication of a notice convening a Unit Holders meeting; or
- (g) if in our judgement, an earlier payment of redemption proceeds would adversely affect the Fund

Unit Holders who have requested for subscription and/or switching and/or redemption of their units will be notified in writing of any such suspension of the right to subscribe, to switch or to require redemption of units and will be promptly notified upon termination of such suspension. Any suspension shall be in accordance with the Deed.

Customer Identification Program

Pursuant to the relevant laws of Malaysia on money laundering, we have an obligation to prevent the use of the Fund for money laundering purposes. As such, we and/or our appointed distributors have put in place a "Know Your Customer" ("KYC") policy where procedures are in place to identify and verify the investor's identification through documents such as identity card, passport, constituent documents or any other official documents.

We and/or our appointed distributors reserve the right to request such information, either at the time an application is made or thereafter, as is necessary to verify the identity of an investor (or each of the investors in the case of joint investors) and/or to periodically update our records. We and/or our appointed distributors require you to provide us with your information and information of beneficial owner such as name, date of birth, national registration card number, residential and business address, (and mailing address if different), name of beneficial owner, address of beneficial owner, national registration card number of beneficial owner, date of birth of beneficial owner or other information and official identification.

For corporate clients, we and/or our appointed distributors require you to provide us the name of the company, principal place of business, source of income/asset, identification documents of the directors/shareholders/partners, board resolution pertaining to the investment and the person authorised to operate the account, all of which as per requirements under regulation when you open or re-open an account.

We and/or our appointed distributors also reserve the right to request additional information including the source of the funds and identity of any beneficial owners as may be required to support the verification information and to allow us to complete adequate due diligence. In the event of delay or failure by the investor to produce any information required for verification purpose, we and/or our appointed distributors may refuse to accept an application request. In relation to a subscription application, any monies received will be returned without interest to the account from which the monies were originally debited, and in relation to redemption application, no units will be redeemed to the investor. We and/or our appointed distributors also reserve the right to place restriction on transactions or redemption in your account until your identity is verified.

In the event of any breaches to the applicable laws on money laundering, we have a duty to notify the relevant authority of the said breaches.

7 THE MANAGEMENT COMPANY

7.1 Corporate Information of the Manager

AmFunds Management Berhad

AFM was incorporated on 9 July 1986 and is a wholly owned by AmInvestment Bank Berhad with effective from 21 July 2016. As at LPD, AFM has more than 30 years of experience in the unit trust industry.

Pursuant to the initiative of AMMB Holdings Berhad the holding company of AFM and AmInvestment Management Sdn Bhd initiative to streamline the business operations of its asset management business under AmInvestment Management Sdn Bhd and the unit trust business under AFM, the businesses of both AmInvestment Management Sdn Bhd and AFM are consolidated to operate under a single operating structure, i.e., under AFM.

With effect from 1 December 2014, AFM is the holder of a Capital Markets and Services Licence for the regulated activities of fund management, dealing in securities restricted to unit trusts and dealing in private retirement scheme issued under the Act.

AFM is responsible to manage, invest, realize, reinvest or howsoever deal with the Fund in accordance with the investment objective and guidelines, including investment limits and restrictions of the Fund.

7.2 Roles, Duties and Responsibilities of the Manager

The Manager is responsible for setting the investment policies and objective for the Fund. The Manager is also responsible for the promotion and administration of the Fund which include but not limited to issuing units, preparing and issuing information memorandum.

7.3 The Board of Directors

The Board of Directors are as follows:-

- i. **Seohan Soo** (Non-independent);
- ii. **Tai Terk Lin** (Independent);
- iii. **Mustafa bin Mohd Nor** (Independent);
- iv. **Sum Leng Kuang** (Independent); and
- v. **Goh Wee Peng** (Non-independent).

7.4 Investment Committee

The investment committee of the Fund meets at least five (5) times a year to review the Fund's investment objectives and guidelines, and to ensure that the Fund is invested appropriately.

7.5 Designated Fund Manager

Kho Hock Khoon

Kho Hock Khoon is the designated person responsible for the fund management function of the Fund. He has been with the fixed income team of the Manager, and with more than 8 years of relevant experience in fund management field. He was a credit officer for 3 years with a foreign bank incorporated in Malaysia. He started as a credit analyst with the Manager and later assumes a greater responsibility as the fund manager cum credit analyst for the Manager. He has over RM4 billion of assets under his management. Kho holds a PhD degree and Master degree in Finance from Royal Melbourne Institute of Technology (RMIT), Australia. He also holds a Bachelor degree of Business in Economics and Finance from the same academic institution. Kho is the holder of Capital Markets Services Representative's License (CMSRL) for the regulated activity of fund management.

7.6 Material Litigation

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

Note: Please refer to our website (www.aminvest.com) for further information in relation to AmFunds Management Berhad which may be updated from time to time.

8 THE TRUSTEE

8.1 About AmanahRaya Trustees Berhad

AmanahRaya Trustees Berhad (“ART”) was incorporated under the Companies Act 1965 on 23 March 2007 and registered as a trust company under the Trust Companies Act 1949. ART is a subsidiary of Amanah Raya Berhad (ARB) which is wholly owned by the Minister of Finance (Incorporated). ART took over the corporate trusteeship functions of ARB and acquired ARB’s experience of more than fifty (50) years in trustee business including the Unit Trust Funds’ business.

8.2 Roles, Duties and Responsibilities of the Trustee

The role of ART, as the Trustee, is to safeguard the rights and interests of the Unit Holders by ensuring that the Manager performs its duties and obligations in accordance with the Deed, the CMSA 2007, the SC Guidelines and other relevant laws. The Trustee acts on behalf of each Unit Holder by monitoring the actions of the Manager, and by having custodianship of the Fund through the holding of the investments of the Fund in trust for the Unit Holders.

The Trustee is responsible:-

- To act as custodian of the assets of the Fund and to actively monitor the administration of the Fund by the Manager to safeguard the interests of Unit Holders;
- To act with due care, skill, diligence and vigilance as can be reasonably expected from a person exercising the position of a Trustee, and act in accordance with the CMSA 2007, the Deed, the SC Guidelines and securities laws in carrying out its duties and responsibilities;
- To ensure at all times, through proper and adequate supervision, ensure that the Fund is managed and administered by the Manager in accordance with the CMSA 2007, the Deed, the SC Guidelines and securities laws and acceptable and efficacious business practices within the unit trust fund industry;
- To ensure that the Manager keeps the Trustee is fully informed of the investment policies of the Fund as set by the Manager, and of any changes made thereto;
- To notify the SC immediately of any irregularity, any breach of the provisions of the CMSA 2007, the Deed, the SC Guidelines or securities laws and any other matter properly regarded by the Trustee as not being in the interests of the Unit Holders;
- To ensure that the systems, procedures and processes employed by the Manager to value and/or price the Fund or the units of the Fund are adequate, and that such valuation/pricing is carried out in accordance with the CMSA 2007, the Deed, the SC Guidelines and securities laws;
- To ensure that the sale, repurchase, creation and cancellation of units of the Fund are carried out in accordance with the CMSA 2007, the Deed, the SC Guidelines and securities laws;
- To submit or make available any statements, documents, books, records and other information relating to the Funds and the business of the Trustee or such periodical returns, as may be required by the SC from time to time;
- To take all steps to effect any instructions properly given by the Manager as to the acquisition or disposal of, or the exercise of the rights attaching to, the assets of the Fund, the creation, cancellation and dealing in units of the Fund, in so far where such instruction is not in contrary to the Deed, this Information Memorandum, the CMSA 2007, the SC Guidelines and the securities laws; and
- To maintain and ensure that the Manager maintains proper accounting records and other records as are necessary to enable a complete and accurate view of the Fund to be formed and to ensure that the Fund are managed and administered in accordance with the Deed, the SC Guidelines and securities laws.

8.3 Material Litigation and Arbitration

As at LPD, the Trustee and its delegate are not engaged in any material litigation and arbitration either as plaintiff or defendant, and the Trustee and its delegate are not aware of any proceedings, pending or threatened or of any facts likely to give rise to any proceedings which might materially affect the business financial position of the Trustee or its delegates.

9 SALIENT TERMS OF THE DEED

Please note that if an investor invests through a distributor via nominee system of ownership, the investor will not be deemed a Unit Holder under the Deed.

9.1 Rights and Liabilities of Unit Holders

A Sophisticated Investor is deemed to be a Unit Holder when units are issued upon the Manager accepting completed documentation with payment.

Each unit held in the Fund entitles a Unit Holder to an equal and proportionate beneficial interest in the Fund. However, a Unit Holder does not own or have a right to any particular asset held by the Fund and cannot participate in management decisions except in very limited circumstances as set out in the Deed.

As a Unit Holder, you have the right to:

- (a) Receive income distribution (if any);
- (b) Have your units redeemed;
- (c) Transfer your units, subject to Manager's discretion;
- (d) Participate in termination or winding up of the Fund;
- (e) Call, attend and vote at meetings of unit holders (the rules governing the holding of meetings are set out in the law and the Deed);
- (f) Receive monthly statement of accounts, annual and quarterly reports of the Fund; and
- (g) To exercise such other rights and privileges as provided for in the Deed.

The law and the Deed limit a Unit Holder's liability to the value of their investments in the Fund. Accordingly, if the Fund's liabilities exceed its assets, no Unit Holder by reason alone of being a Unit Holder, will be personally liable to indemnify the Trustee or the Manager or any of their respective creditors.

9.2 Fees and Charges Permitted by the Deed

The following are the maximum fees and charges as provided in the Deed:

Annual Management Fee	Up to 1.00% p.a. of the NAV of the Fund
Annual Trustee Fee	Up to 0.02% p.a. of the NAV of the Fund (excluding foreign custodian fees and charges, where applicable)
Entry Charge	Up to 10.00% of the NAV per unit of the Fund
Exit penalty	Up to 10.00% of the NAV per unit of the Fund

The increase in the fees and charges can only be made in accordance with the Deed and the relevant laws. Any increase in the fees and/or the charges above the level disclosed in the Information Memorandum may be made provided that the maximum level stated in the Deed shall not be breached. Any increase in the fees or charges above the maximum level disclosed in the Deed shall require Unit Holders' approval at a duly convened Unit Holders' meeting and subsequently a supplemental deed and supplemental information memorandum will be issued.

In the event of any increase in the fees and/or the charges above the level disclosed in the Information Memorandum and within the level disclosed in the Deed, a supplemental information memorandum will be issued.

9.3 Permitted Expenses Payable out of the Fund

The expenses (or parts thereof) which are directly related and necessary for the day to day operation and administration of the Fund are payable out of the Fund's assets. As provided in the Deed, these would include (but are not limited to) the following:

- (a) commissions/fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;

- (c) costs, fees and expenses properly incurred by the Auditor and tax agent of the Fund;
- (d) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;
- (e) costs, fees and expenses incurred for any modification of this Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any valuer, adviser (including but not limited to legal advisors/lawyers) or contractor for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (o) costs, fees and expenses incurred in relation to printing and postage of annual and quarterly reports;
- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians in respect of the foreign investments of the Fund (if any); and
- (q) any tax such as GST and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (p) above.

9.4 Retirement, Removal or Replacement of the Trustee

Provided always that the Manager has in place a corporation approved by the relevant authorities to act as the Trustee of the Fund, the Trustee may retire upon giving twelve (12) months' (or such other period as the Manager and the Trustee may agree upon) notice to the Manager of its desire so to do.

The Trustee may be removed and another trustee may be appointed by special resolution of the Unit Holders at a duly convened meeting of which notice has been given to the Unit Holders in accordance with the Deed.

9.5 Retirement, Removal or Replacement of the Manager

The Manager may be removed by the Trustee where:

- (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 best interests of Unit Holders for it 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 this Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- (c) the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed to the property and is not removed or withdrawn within 30 days from appointment or has ceased to carry on business;

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

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 twelve (12) months' notice in writing of its desire so to do.

9.6 Termination of Trust by the Manager

The Manager may determine the trust hereby created and wind up the Fund in accordance with the relevant laws. Notwithstanding the aforesaid, if the Fund is left with no Unit Holders, the Manager shall be entitled to terminate the Fund.

Upon the termination of the trust by the Manager, the Trustee shall as soon as practicable, give to each Unit Holder of the Fund being wound up notice of such termination; the Manager shall notify the existing Unit Holders in writing of the following options:

- (a) to receive the net cash proceeds derived from the sale of all the investment and assets of the Fund less any payment for liabilities of the Fund and any cash produce available for distribution in proportion to the number of Units held by them respectively;
- (b) to switch to any other wholesale fund managed by the Manager upon such terms and conditions as shall be set out in the written notification; or
- (c) to choose any other alternative as may be proposed by the Manager.

9.7 Termination of Trust by the Trustee

In any of the following events:

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

the Trustee shall summon a meeting of Unit Holders in accordance with the provisions of the Deed for the purpose of seeking directions from the Unit Holders.

If at any such meeting a Special Resolution to terminate the trust in respect to the Fund and to wind-up the Fund is passed by the Unit Holders, the Trustee shall apply to the court for an order confirming such Special Resolution.

Upon such application by the Trustee, the court may, if it considers it to be in the interests of the Unit Holders, confirm the Special Resolution and make such orders as it thinks necessary or expedient for the termination of the trust in respect of the Fund and the effective winding-up of the Fund.

The termination of the trust and the winding up of the Fund shall not affect the continuity of any other trusts and wholesale funds created and established hereunder.

9.8 Unit Holders' Meeting

Quorum required for a unit holders' meeting

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

9.9 Meeting convened by the Unit Holders

The Manager shall within twenty-one (21) days of receiving a direction from not less than fifty (50) Unit Holders or one-tenth (1/10) of all the Unit Holders of the Fund, as the case may be, summon a meeting of the Unit Holders of the Fund by:

- (a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders, at the Unit Holder's last known address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager to the jointholder's last known address;
- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language national daily newspaper and in one other newspaper approved by the relevant authorities; and
- (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

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

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

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

9.10 Meeting convened by the Manager or the Trustee

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

- (a) giving at least fourteen (14) days' written notice to Unit Holders; and
- (b) specifying in the notice, the place and time of the meeting and the terms of the resolutions to be proposed.

10 RELATED PARTY TRANSACTIONS OR CONFLICT OF INTEREST

All transactions with related parties are to be executed on terms, which are best available to the Fund and which are not less favourable to the Fund than on arm's length transaction between independent parties. The Fund may have dealings with parties related to the Manager. The related parties are AmIslamic Funds Management Sdn Bhd ("AIFM"), AmInvestment Bank Berhad, AmBank(M) Berhad and AmBank Islamic Berhad.

Trading in securities by an employee is allowed, provided that the policies and procedures in respect of the personal account dealing are observed and adhered to. The directors, investment committee members and employees are required to disclose their portfolio holdings and dealing transactions as required under the Personal Account Dealing Policy. Further, the above mentioned are also required to disclose their holdings of directorship and interest in any company.

The directors of AFM may have direct or indirect interest through their directorship in AIFM. Following are the details of the directors:

- Seohan Soo is the non-independent director of AFM and AIFM.
- Sum Leng Kuang is the independent director of AFM and AIFM.
- Tai Terk Lin is the independent director of AFM and AIFM.
- Goh Wee Peng is the non-independent director of AFM and AIFM.

For further details of the director's profile, please refer our website (www.aminvest.com).

To the best of Trustee's knowledge, there has been no event of conflict of interest or related party transaction which exists between the Trustee and the Manager or any potential occurrence of it.

11 ADDITIONAL INFORMATION

11.1 Keeping You Informed

When you invest

A transaction advice slip/ tax invoice will be sent to you.

Statement of investment

We will send you a monthly statement. It will state the balance of units held by you together with all transactions made since the last statement.

Reports

We will send you:

- The annual report within two (2) months of the Fund's financial year end; and
- Quarterly reports within two (2) months of the end of the period covered.

Tax voucher

We will send you tax vouchers (if any) which will set out the information that is needed to complete your tax return form.

Publication

We may/will publish newsletters containing topical articles about investment trends and developments.

Internet

We publish updated information on our website www.ambankgroup.com or www.aminvest.com.

Please take note that if you have invested through our appointed distributor via a nominee system of ownership, please obtain the above-mentioned information from that distributor.

11.2 Keeping Us Informed

Changing your account details

You will be required to inform us or your personal adviser from our appointed distributor in writing of any changes to your account details. Account details will amongst other things, include the following:

- the Unit Holders' address;
- bank account details;
- signing instructions; and
- how income distributions (if any) are to be paid.

Kindly ensure that you keep us or your personal adviser from our appointed distributor updated on any changes to your account details. This will enable us to keep you informed of the latest development of your investments and to ensure any payment of income distribution (if any) is paid successfully to your account or such cheque/ bank draft reach you successfully at your updated address. Failure to inform us of any changes to your account details may result in us being unable to contact you and failure to make any income distribution payment to you, such income distribution will become unclaimed moneys and be treated as unclaimed moneys under Section 7.6.

Investor feedback

We encourage feedback from you in order for us to upgrade our services to meet your needs. You may give us your feedback via phone at (03) 2032 2888 or by fax (03) 2031 5210 or email enquiries@aminvest.com.

11.3 How Do You Make a Complaint?

1. If you have invested through our appointed distributor, kindly direct your complaints to your personal adviser from the distributor.
2. If you have invested through us and you wish to make a complaint, you may contact our customer service representative for resolution through our internal dispute resolution process:
 - (a) via phone to: (03) 2032 2888
 - (b) via fax to : (03) 2031 5210
 - (c) via e-mail to : enquiries@aminvest.com

(d) via letter to : AmFunds Management Berhad
9th Floor, Bangunan AmBank Group
No. 55, Jalan Raja Chulan
50200 Kuala Lumpur

3. If you are dissatisfied with the outcome of the internal dispute resolution process, please refer your dispute to the Securities Industry Dispute Resolution Center (SIDREC):

(a) via phone to : (03) 2282 2280

(b) via fax to : (03) 2282 3855

(c) via e-mail to : info@sidrec.com.my

(d) via letter to : Securities Industry Dispute Resolution Center (SIDREC)

Unit A-9-1, Level 9, Tower A

Menara UOA Bangsar

No. 5, Jalan Bangsar Utama 1

59000 Kuala Lumpur

4. You can also direct your complaint to Federation of Investment Managers Malaysia (FiMM) even if you have initiated a dispute resolution process with SIDREC. To make a complaint, please contact the FiMM's Legal Department:

(a) via phone to : (03) 2092 3800

(b) via fax to : (03) 2093 2700

(c) via e-mail to : complaints@fimm.com.my

(d) via online complaint form available at www.fimm.com.my

(e) via letter to : Legal Department

Federation of Investment Managers Malaysia

19-06-1, 6th Floor, Wisma Tune

No. 19, Lorong Dungun

Damansara Heights

50490 Kuala Lumpur

5. You can also direct your complaint to Securities Commission Malaysia (SC) even if you have initiated a dispute resolution process with SIDREC. To make a complaint, please contact the SC's Investor Affairs & Complaints Department:

(a) via phone to the Aduan Hotline at : (03) 6204 8999

(b) via fax to : (03) 6204 8991

(c) via e-mail to : aduan@seccom.com.my

(d) via online complaint form available at www.sc.com.my

(e) via letter to : Investor Affairs & Complaints Department

Securities Commission Malaysia

No. 3, Persiaran Bukit Kiara

Bukit Kiara

12 DIRECTORY

Head Office AmFunds Management Berhad
9th & 10th Floor, Bangunan AmBank Group
No. 55, Jalan Raja Chulan
50200 Kuala Lumpur
Tel: (03) 2032 2888 Fax: (03) 2031 5210
Email: enquiries@aminvest.com

Postal Address AmFunds Management Berhad
P.O. Box 13611, 50816 Kuala Lumpur

For enquiries about this Fund and any other funds
offered by AmFunds Management Berhad, please call (03) 2032 2888 between
8.45 a.m. to 5.45 p.m. (Monday-Thursday), 8.45 a.m. to 5.00 p.m. (Friday)

AmFunds Management Berhad

(154432-A)

Tel : 03-2032 2888

Fax : 03-2031 5210

Email : enquiries@aminvest.com