## AHAM SMART INVEST PORTFOLIO - GROWTH (FORMERLY KNOWN AS AFFIN HWANG SMART INVEST PORTFOLIO - GROWTH) ("FUND")

LIST HIGHLIGHTING THE AMENDMENTS FROM THE PROSPECTUS DATED 17 MAY 2019 ("PROSPECTUS") AS MODIFIED BY THE FIRST SUPPLEMENTAL PROSPECTUS DATED 17 SEPTEMEBER 2021 ("SUPPLEMENTAL PROSPECTUS") AND THE REPLACEMENT PROSPECTUS DATED 30 DECEMBER 2022 ("REPLACEMENT PROSPECTUS") IN RELATION TO THE FUND.

NO		(B)
	PROSPECTUS	REPLACEMENT PROSPECTUS

## Introduction:

In general, the amendments made to the Prospectus are to reflect the following:

- 1. Requirements of Guidelines on Unit Trust Funds (Revised: 21 December 2021) ("Revised GUTF") and Prospectus Guidelines For Collective Investment Schemes (Revised; 1 September 2022) ("Revised PCIS");
- 2. Change in the shareholding of AHAM which took effect on 29 July 2022 whereby AHAM ceased to be a subsidiary of Affin Hwang Investment Bank and the Affin Banking Group. AHAM's ultimate major shareholders now, is CVC Capital Partners Asia V, a private equity fund managed by CVC Capital Partners ("Change in Shareholding");
- 3. Amendments made to the First Supplemental Deed which was registered and lodged with the SC on 1 November 2022 ("Supplemental Deed"); and
- 4. Disclosures of the Supplemental Prospectus.

We are of the view that other amendments reflected in the Replacement Prospectus do not materially prejudice the unit holders' interests as they do not result in (1) change to the nature/objective of the Fund; (2) change to the risk profile of the Fund; (3) change in the distribution policy; (4) introduction of a new category of fees/charges; or (5) increase in fees/charges of the Fund (collectively known as "Material Prejudice Circumstances"). Hence a unit holders' approval is not required under paragraph 9.70 of the Revised GUTF and section 295(4)(a) of the Capital Markets and Services Act 2007.

Additionally, except for the amendments pertaining to (1) asset allocation of the Fund; (2) repurchase proceed payout period; (3) risk associated with suspension of repurchase request, we are of the view that other amendments are not significant changes that will affect unit holders' decision to stay invested in the Fund as they do not result in change to (1) investment strategy; (2) distribution policy; or (3) minimum balance of the Fund ("Significant Change Circumstances").

## 1. GENERAL AMENDMENTS

- 1.1 | 1. References to "Affin Hwang Asset Management Berhad" and "Affin Hwang Smart Invest Portfolio Growth" are now amended to "AHAM Asset Management Berhad" and "AHAM Smart Invest Portfolio Growth"
  - 2. References to Manager's and Trustee's company registration number "(429786-T)" and "(610812-W)" have already been amended to "199701014290 (429786-T)" and "200301008392 (610812-W)" via Supplemental Prospectus.
  - 3. References to Affin Hwang Asset Management Berhad's email address and website namely "customercare@affinhwangam.com" and "www.affinhwangam.com" are now amended to "customercare@aham.com.my" and "www.aham.com.my".
  - 4. References to the "investment committee" is now amended to <u>person(s) or member(s) of a committee undertaking the oversight functions.</u>

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2.	<ul> <li>5. References to "interim report" are now amended to <u>semi-annual report</u>.</li> <li>6. The tax adviser report of the Fund is updated with the latest version of such report.</li> <li>The above amendments (1) to (5) are made throughout the Replacement Prospectus. Ac formatting changes and grammar</li> <li>COVER PAGE</li> </ul>	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 4.	PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.  HIS IS A REPLACEMENT PROSPECTUS THAT REPLACES AND SUPERCEDES THE PROSPECTUS DATED 17 MAY 2019 AND THE FIRST SUPPLEMENTAL PROSPECTUS DATED 17 SEPTEMBER 2021.  FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 4.  YOU SHOULD NOT MAKE PAYMENT IN CASH TO A  UNIT TRUST CONSULTANT OR ISSUE A CHEQUE IN THE NAME OF A UNIT TRUST CONSULTANT.
3.	CORPORATE DIRECTORY	
3.1	The Manager Affin Hwang Asset Management Berhad (429786-T) Registered Office 27 <sup>th</sup> Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur Business address Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur Tel No.: (603) 2116 6000 Fax No.: (603) 2116 6100 Toll free line: 1-800-88-7080 E-mail: customercare@affinhwangam.com Website: www.affinhwangam.com	The Manager/AHAM  AHAM Asset Management Berhad (formerly known as Affin Hwang Asset Management Berhad)  Registered Office  3 <sup>rd</sup> Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur  Tel No.: (603) 2142 3700  Fax No.: (603) 2140 3799  Business address  Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur  Tel No.: (603) 2116 6000  Fax No.: (603) 2116 6100

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		Toll free line : 1-800-88-7080
		E-mail : <u>customercare@aham.com.my</u>
		Website : www.aham.com.my
3.2	Board of Directors of the Manager /AHAM	Deleted.
	<ul> <li>Raja Tan Sri Dato' Seri Aman bin Raja Haji Ahmad (Chairman, Non-independent Director)</li> </ul>	
	Datuk Maimoonah Binti Mohamed Hussain (Non-independent Director)	
	Mr Teng Chee Wai (Non-independent Director)	
	Ms Eleanor Seet Oon Hui (Non-independent Director)	
	• En. Abd Malik bin A Rahman (Independent Director)	
	YBhg Mej Jen Dato' Hj Latip bin Ismail (Independent Director)	
3.3	The Trustee	The Trustee
	TMF Trustees Malaysia Berhad (610812-W)	TMF Trustees Malaysia Berhad
	Registered office & business address 10 <sup>th</sup> Floor, Menara Hap Seng, No 1 & 3, Jalan P.Ramlee, 50250 Kuala Lumpur	Registered Office & Business Address  10th Floor, Menara Hap Seng, No. 1 & 3, Jalan P.Ramlee, 50250 Kuala Lumpur
	Tel No.: (603) 2382 4288	Tel No. : (603) 2382 4288
	Fax No.: (603) 2026 1451	Fax No. : (603) 2026 1451
		E-mail: malaysia@tmf-group.com
		Website: www.tmf-group.com
3.4	Trustee's Delegate	Deleted.
	(Local & Foreign Custodian)	
	Standard Chartered Bank Malaysia Berhad (312552-W)	
	Business address	
	Level 16, Menara Standard Chartered, 30 Jalan Sultan Ismail, 50250 Kuala Lumpur	
	Tel No. : (603) 2117 7777 Fax No. : (603) 7682 0617	
4.	ABBREVIATION	
<u>4</u> 1	IUTA	
7.1		
	Institutional Unit Trust Advisers.	Institutional Unit Trust <u>Scheme</u> Advisers.
_	CLOSSARV	
5.	GLOSSARY	
5.1	the Board	
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NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
5.2	Means the board of directors of Affin Hwang Asset Management Berhad.  Business Day	Means the board of directors of the Manager.
3.2	Means a day on which Bursa Malaysia is open for trading.	Means a day on which Bursa Malaysia <u>and/or one or more of the foreign markets in which the Fund is invested in are open for trading/business</u> .
5.3		Inserted the following after "Business Day":  CVC Capital Means collectively (1) CVC Capital Partners  Partners Asia Asia V L.P; (2) CVC Capital Partners  Fund V Investment Asia V L.P.; and (3) CVC Capital  Partners Asia V Associates L.P.
5.4	day  Means calendar days unless otherwise stated.	Deleted.
5.5	Deed	
	Refers to the Deed dated 15 January 2019 entered into between the Manager and the Trustee and includes any subsequent amendments and variations to the Deed.	Refers to the deed dated 15 January 2019 and the first supplemental deed dated 21 September 2022 entered into between the Manager and the Trustee and includes any subsequent amendments and variations to the Deed.
5.6	Nil.	Inserted the following after "Deed":
		eligible market Means an exchange, government securities market or an OTC market—  (i) that is regulated by a regulatory authority of that jurisdiction;  (ii) that is open to the public or to a substantial number of market participants; and  (iii) on which financial instruments are regularly traded.
5.7	LPD	
	Means 2 January 2019 and is the latest practicable date whereby the information disclosed in this Prospectus shall remain relevant and current as at the date of issue of this Prospectus.	Means <u>30 September 2022</u> and is the latest practicable date whereby the information disclosed in this Prospectus shall remain relevant and current as at the date of issue of this Prospectus.

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5.8	Nil.	Inserted the following after "LPD":
		Licensed Means a bank licensed under the bank Financial Services Act 2013. Licensed Means an investment bank licensed investment under the Financial Services Act 2013. bank Licensed Means an Islamic bank licensed under Islamic bank the Financial Services Act 2013.
5.9	Nil.	Inserted the following after "Selling Price":
6.		Short-term Means a deposit with a tenure of not deposits more than 12 months.
0.		
6.1	GENERAL RISKS	
	Loan Financing Risk	Loan / Financing Risk
	This risk occurs when you take a loan or financing to finance your investment. The inherent risk of investing with borrowed money includes you being unable to service the loan repayments. In the event Units are used as collateral, you may be required to top-up your existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower net asset value per unit as compared to the net asset value per unit at the point of purchase towards settling the loan.	This risk occurs when you take a loan or financing to finance your investment. The inherent risk of investing with borrowed/financed money includes you being unable to service the loan/financing repayments. In the event Units are used as collateral, you may be required to top-up your existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the loan/financing.
6.2	GENERAL RISKS	
	Liquidity risk	
	Liquidity risk refers to two scenarios. The first is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario exists where the investment, by its nature, is thinly traded. This will have the effect of causing the investment to be sold below its fair value which would adversely affect the NAV of the Fund. Upon such event and in the best interest of the Unit Holders, the Trustee may suspend the repurchase of Units requests. Please refer to "Suspension of Dealing in Units" section of this Prospectus for more details.	Liquidity risk refers to two scenarios. The first is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario exists where the investment, by its nature, is thinly traded. This will have the effect of causing the investment to be sold below its fair value which would adversely affect the NAV of the Fund and subsequently the value of Unit Holders' investments in the Fund.
6.3	Nil.	Inserted the following:

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	Suspension of Repurchase Request Risk  Having considered the best interests of Unit Holders, the repurchase requests by the Unit holders may be subject to suspension due to exceptional circumstances, where the market value or fair value of a material portion of the Fund's assets cannot be determined. Such exceptional circumstances may occur when, amongst others, the collective investment schemes that make up material portion of the NAV of the Fund suspend the dealings* and the inability to repatriate the proceeds of the redemptions of the shares or units of the collective investment schemes arising from the regulatory restrictions and/or foreign exchange controls imposed by the authorities in respective jurisdictions. In such case, Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund.  * The Manager may consider to suspend the Fund when multiple collective investment schemes (which make up material portion of the Fund's NAV) that the Fund invest in suspend the dealings under circumstances, amongst others, as follows:  (i) Should redemption applications by investors of the collective investment scheme exceeds 10% of the NAV of the collective investment schemes on any dealing day, the Manager of the collective investment schemes may in its absolute discretion defer such redemption applications; and  (ii) When substantial portion of the collective investment scheme's investments is suspended or restricted for trading that subsequently affects the valuation of the
6.4 SPECIFIC RISKS	collective investment schemes.
Credit risk relates to the creditworthiness of the issuers of the money market instruments 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 money market instruments. In the case of rated money market instruments, this may lead to a credit downgrade. Default risk relates to the risk of an issuer of the money market instruments either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the money market instruments. This could adversely affect the value of the Fund.  6.5 SPECIFIC RISKS	Credit risk relates to the creditworthiness of the issuers of the money market instruments and the Financial Institutions where the deposits are placed (hereinafter referred to as "investment") and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer and/or the Financial Institutions may impact the value as well as liquidity of the investment. In the case of rated investment, this may lead to a credit downgrade. Default risk relates to the risk of an issuer and/or a Financial Institution of the investment either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the investment. This could adversely affect the value of the Fund.
instruments either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the money market instruments. This could adversely affect the value of the Fund.	may lead to a credit downgrade. Default <u>Financial Institution</u> of the <u>investment</u> eith payments in a timely manner which will in tu

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	Interest Rate Risk	
	This risk refers to the impact of interest rate changes on the valuation of money market instruments. When interest rates rise, the money market instruments prices generally decline and this may lower the market value of the money market instruments. The reverse may apply when interest rates fall.	This risk refers to the impact of interest rate changes on the valuation of money market instruments. Generally, movement in interest rates affects the prices of money market instruments inversely. For example, when interest rates rise, prices of money market instruments will fall. The fluctuations of the prices of money market instruments will also have an impact on the NAV of the Fund. This risk can largely be eliminated by holding money market instruments until their maturity. We also manage interest rate risk by considering each money market instruments' sensitivity to interest rate changes. When interest rates are expected to increase, the Fund would then likely seek to switch to money market instruments that are less sensitive to interest rate changes. For investments in deposits, the fluctuations in the interest rates will not affect the placement of deposits but will result in the opportunity loss by the Fund if the placement of deposits is made at lower interest rate.
6.6	RISK MANAGEMENT	
	In our day-to-day running of the business, we employ a proactive risk management approach to manage portfolio risks and operational risks. The Board has established a board compliance & risk management committee to oversee AHAM's risk management activities both at operational level and at portfolio management level to ensure that the risk management process is in place and functioning. The board compliance & risk management committee comprises of at least three Board members and is chaired by an independent director. At the operational level, we have established a compliance & risk oversight committee with the primary function of identifying, evaluating and monitoring risks as well as to formulate internal control measures to manage and mitigate the exposure to risks that may affect the performance of the Fund, returns to the investors or Unit Holders' interest within a clearly defined framework and is primarily responsible for ensuring that the policies and procedures that have been implemented are reviewed on an on-going basis with periodic assessments. The compliance & risk oversight committee reports to the board compliance & risk management committee on a quarterly basis.	In our day-to-day running of the business, we employ a proactive risk management approach to manage portfolio risks, operational risks <u>and liquidity risks</u> . The Board has established a board compliance & risk management committee to oversee AHAM's risk management activities both at operational level and at portfolio management level to ensure that the risk management process is in place and functioning. The board compliance & risk management committee comprises of at least three Board members and is chaired by an independent director. At the operational level, we have established a compliance & risk oversight committee with the primary function of identifying, evaluating and monitoring risks as well as to formulate internal control measures to manage and mitigate the exposure to risks that may affect the performance of the Fund, returns to the investors or Unit Holders' interest within a clearly defined framework and is primarily responsible for ensuring that the policies and procedures that have been implemented are reviewed on an on-going basis with periodic assessments. The compliance & risk oversight committee reports to the board compliance & risk management committee on a quarterly basis.
	As the Fund will be investing a minimum of 95% of its NAV into Collective Investment Schemes (CIS), the risk management of the Fund will largely be held at the level of the respective CIS that the Fund is invested into. Nevertheless, we will conduct a stringent screening process by conducting fundamental analysis of economic, political and social factors to evaluate their likely effects on the performance of the markets and sectors and any risks associated with it when making geographical selections. We also have in place a credit risk management process to reduce counterparty risk of derivatives whereby such risk arises when the counterparty is not able to meet their contractual obligations. Prior to	As the Fund will be investing a minimum of <u>85</u> % of its NAV into Collective Investment Schemes ("CIS"), the risk management of the Fund will largely be held at the level of the respective CIS that the Fund is invested into. Nevertheless, we will conduct a stringent screening process by conducting fundamental analysis of economic, political and social factors to evaluate their likely effects on the performance of the markets and sectors and any risks associated with it when making geographical selections. We also have in place a credit risk management process to reduce counterparty risk of derivatives whereby such risk arises when the counterparty is not able to meet <u>its</u> contractual obligations. Prior to

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	entering into a contract with the counterparty, we will conduct an evaluation on the credit standing of the counterparty to ensure they are able to meet their contractual obligations. It is important to note that an event of downgrade does not constitute a default. If we view that the downgrade in the rating of the counterparty may lead to high credit risk, we will not hesitate to take pre-emptive measures to unwind these positions.	entering into a contract with the counterparty, we will conduct an evaluation on the credit standing of the counterparty to ensure the counterparty is able to meet its contractual obligations. It is important to note that an event of downgrade does not constitute a default. If we are of the view that the downgrade in the rating of the counterparty may lead to high credit risk, we will not hesitate to take pre-emptive measures to unwind these positions.
	To manage non-compliance risks, we use information technology system that is able to monitor the trading of investment to ensure compliance with the Fund's investment limits and restrictions. These limits are system-controlled and not manually tracked, thus reducing the probability of human error occurring in ensuring the Fund's limits and restrictions are adhered to. We also undertake stringent evaluation of movements in market prices and regularly monitor, review and report to the investment committee to ensure that the Fund's investment objective is met. Regular portfolio reviews by senior members of the investment team further reduce the risk of implementation inconsistencies and guidelines violations.	To manage non-compliance risks, we use information technology system that is able to monitor the trading of investment to ensure compliance with the Fund's investment limits and restrictions. These limits are system-controlled and not manually tracked, thus reducing the probability of human error occurring in ensuring the Fund's limits and restrictions are adhered to. We also undertake stringent evaluation of movements in market prices and regularly monitor, review and report to the person(s) or members of a committee undertaking the oversight function of the Fund to ensure that the Fund's investment objective is met. Regular portfolio reviews by senior members of the investment team further reduce the risk of implementation inconsistencies and guidelines violations.
	We will also closely monitor the performance of the underlying investments of the Fund and obtain regular updates from the respective managers of the CIS by looking at the CIS' standard deviation, tracking error and measures of excess return. The data obtained will be reviewed on a quarterly basis, or as and when extreme market conditions or price movement in CIS occur.	We will also closely monitor the performance of the underlying investments of the Fund and obtain regular updates from the respective managers of the CIS by looking at the CIS' standard deviation, tracking error and measures of excess return. The data obtained will be reviewed on a quarterly basis, or as and when extreme market conditions or price movement in CIS occur.
	It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not possible to protect investments against all risks. You are recommended to read the whole Prospectus to assess the risks associated to	Liquidity Risk Management  We have established liquidity risk management policies to enable us to identify, monitor

We have established liquidity risk management policies to enable us to identify, monitor and manage the liquidity risk of the Fund in order to meet the repurchase requests from the Unit Holders with minimal impact to the Fund as well as safeguarding the interests of the remaining Unit Holders. Such policies take into account, amongst others, the asset class of the Fund and the redemption policy of the Fund. To manage the liquidity risk, we have put in place the following procedures:

- a) The Fund may hold a maximum of 15% of its NAV in money market instruments and/or deposits. This will allow the Fund to have sufficient buffer to meet the Unit Holders' repurchase request;
- b) Regular review by the designated fund manager on the Fund's investment portfolio including its liquidity profile;
- c) Daily monitoring of the Fund's net flows and periodic liquidity stress testing of the Fund's assets against repurchase requests during normal and adverse market conditions are performed as pre-emptive measures in tracking the Fund's liquidity status. This will ensure that we are prepared and able to take the necessary action

the Fund. If necessary, you should consult your professional adviser(s) for a better

understanding of the risks.

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		<ul> <li>market instruments and/or deposits) in meeting the redemption request by Unit Holders.</li> <li>* The Manager will consider to suspend the dealing of the Fund should the collective investment schemes that make up material portion of the NAV of the Fund suspend the dealings** and the inability to repatriate the proceeds of the redemptions of the shares or units of the collective investment schemes arising from the regulatory restrictions and/or foreign exchange controls imposed by the authorities in respective jurisdictions.</li> </ul>
		** The Manager may consider to suspend the Fund when multiple collective investment schemes (which make up material portion of the Fund's NAV) that the Fund invest in suspend the dealings under circumstances, amongst others, as follows:  (i) Should redemption applications by investors of the collective investment scheme exceeds 10% of the NAV of the collective investment schemes on any dealing day, the Manager of the collective investment schemes may in its absolute discretion defer such redemption applications; and  (ii) When substantial portion of the collective investment scheme's investments is suspended or restricted for trading that subsequently affects the valuation of the collective investment schemes.
7.	ABOUT AHAM SMART INVEST PORTFOLIO – GROWTH	It is important to note that events affecting the investments cannot always be foreseen. Therefore, it is not possible to protect investments against all risks. You are recommended to read the whole Prospectus to assess the risks associated to the Fund. If necessary, you should consult your professional adviser(s) for a better understanding of the risks.

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7.1	Deed(s)	
	Deed dated 15 January 2019.	Deed dated 15 January 2019 and first supplemental deed dated 21 September 2022.
7.2	INVESTORS' PROFILE	
		Deleted.
	This Fund is suitable for you if you:-	
	> seek capital growth and regular income;	
	have medium to long-term investment horizon; and	
	have a high risk tolerance.	
7.3	INITIAL OFFER PRICE AND INITIAL OFFER REPLOD	Dolated
7.3	INITIAL OFFER PRICE AND INITIAL OFFER PERIOD	Deleted.
	The initial offer price is set at MYR 0.50 only.	
	The initial orier price is set at With 0.50 only.	
	The initial offer period shall be for a period of not more than twenty one (21) calendar	
	days from the Commencement Date. The initial offer period may be shortened if we	
	determine that it is in your best interest.	
7.4	ASSET ALLOCATION	
	A minimum of 95% of the Fund's NAV will be invested in collective investment	A minimum of 85% of the Fund's NAV will be invested in collective investment schemes;
	schemes; and	and
	➤ A maximum of 5% of the Fund's NAV in money market instruments and/or fixed	A maximum of 15% of the Fund's NAV will be invested in money market instruments,
	deposits.	and/or deposits.
7.5	INVESTMENT STRATEGY	
	In line with its objective, the investment strategy of the Fund is to invest in a diversified	In line with its objective, the investment strategy of the Fund is to invest in a diversified
	portfolio of collective investment schemes (CIS) that will provide regular income and	portfolio of collective investment schemes ("CIS") that will provide regular income and
	capital growth through exposure into global markets.	capital growth through exposure into global markets.
	To offer investment diversification, the selection of CIS will be made based on the	To offer investment diversification the selection of CIS will be made based on the
	geographical and asset class focus to broaden the investment reach. Through its	To offer investment diversification, the selection of CIS will be made based on the geographical and asset class focus to broaden the investment reach. Through its investment
	investment into CIS, the Fund will provide you with access into equities listed in global	in CIS, the Fund will provide you with access into equities listed in global markets, as well as
	markets, as well as access into fixed income instruments such as debt securities, money	access into fixed income instruments such as debt securities, money market instruments
	market instruments and fixed deposits, issued globally. We will look towards having a	and deposits, issued globally. We will look towards having a income and growth portfolio by
	income and growth portfolio by holding optimal exposure into both equities and fixed	holding optimal exposure into both equities and fixed income instruments respectively.
	income instruments respectively. Exposure into equities are generally considered to be	Exposure into equities are generally considered to be able to provide higher returns as
	able to provide higher returns as compared to fixed income instruments thus exposing	compared to fixed income instruments thus exposing you to relatively higher risk that
	you to relatively higher risk that comes with equity investments. However, the Fund will	comes with equity investments. However, the Fund will also have exposure in fixed income
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	also have exposure in fixed income instruments, which are generally considered to be of lower risk, and the optimal allocation is aimed at managing the overall volatility of the Fund.	instruments, which are generally considered to be of lower risk, and the optimal allocation is aimed at managing the overall volatility of the Fund.
	In this respect, we take an active investment strategy in terms of its asset allocation, and geographical allocation decision. However, once a decision is made with regard to the actual allocation, the Fund will take a more passive stance by holding on to investments it already owns. Nevertheless, we will hold the flexibility to actively shift its asset and geographical allocation should it deem necessary based on the prevailing market conditions.	We may place the uninvested portion of the Fund in liquid assets such as money market instruments and/or deposits with Financial Institutions. However, we may also take temporary defensive positions that may be inconsistent with the Fund's principal strategy by holding up to all of the Fund's NAV in money market instruments and/or deposits with Financial Institutions in attempting to respond to adverse conditions that could negatively impact the financial markets.
	We may place the uninvested portion of the Fund in liquid assets such as money market instruments and/or fixed deposits with Financial Institutions. However, we may also take temporary defensive positions that may be inconsistent with the Fund's principal strategy by holding up to all of the Fund's NAV in money market instruments and/or fixed deposits with Financial Institutions in attempting to respond to adverse conditions that could negatively impact the financial markets.	
7.6	Derivatives	
	The Fund may participate in non-MYR denominated assets, which we believe will be able to meet the Fund's objective. These non-MYR denominated assets may be hedged back to MYR, i.e. the Base Currency, to mitigate foreign currency risk.  The Fund may use derivatives, such as foreign exchange forward contracts and cross currency swaps for hedging purposes only. Cross currency swaps and/or foreign exchange forward contracts may be used to hedge the principal and/or the returns of the foreign currency exposure of the Fund, depending on the Manager's view on the invested currency. The employment of derivatives under these circumstances is expected to reduce the impact of foreign currency movements on the Fund's NAV irrespective of the currency classes. While the hedging strategy will assist with mitigating the potential foreign exchange losses by the Fund, any potential foreign exchange gains from the hedging strategy will be capped as well. The types of derivatives envisaged for hedging purposes include forwards and swaps which are OTC or traded on centralised exchanges.	Derivatives trades may be carried out for hedging purposes through financial instruments including, but not limited to, forward contracts, futures contracts and swaps. Future and forward contracts are generally contracts between two (2) parties to trade an asset at an agreed price on a pre-determined future date whereas swaps is an agreement to swap or exchange two (2) financial instruments between two (2) parties.  The intention of hedging is to preserve the value of the asset from any adverse price movements. For example, to hedge against foreign currency exchange risk, the Fund may enter into a currency forward contract to offset any adverse foreign currency movements by determining an agreed rate for an agreed tenure with its counterparty. While the hedging transactions will assist with mitigating the potential foreign exchange losses by the Fund, any potential foreign exchange gains from the hedging strategy will be capped as well.  The Fund adopts commitment approach to measure the Fund's global exposure to derivatives. The commitment approach is a methodology that aggregates the underlying market values or notional values of derivatives after taking into account the possible effects of netting and/or hedging arrangements. The Fund's global exposure from the derivatives position must not exceed 100% of NAV of the Fund at all times.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
7.7	PERMITTED INVESTMENTS  Units/shares in collective investment schemes; Money market instruments; Fixed deposits; Derivatives; and Any other form of investments as may be permitted by the SC from time to time which is in line with the objective of the Fund.  INVESTMENT RESTRICTIONS AND LIMITS  The Fund's assets must be relevant and consistent with the investment objective of the Fund.  The Fund must not invest in: i. a fund-of-funds; ii. a feeder fund; and iii. any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.  The target fund must: i. be regulated by a regulatory authority; ii. (if the target fund is constituted in Malaysia) be authorised or approved by, or lodged with the SC; iii. (if the target fund is constituted outside of Malaysia) be registered, authorised or approved by the relevant regulatory authority in its home jurisdiction; and iv. where the target fund is a fund other than a real estate investment trust or property fund, operate on the principle of prudent spread of risk and its investments must not diverge from the general investment principles of the Guidelines.  Where the Fund invests in funds operated by our management, i.e. the target fund, we will ensure that: i. there is no cross-holding between the Fund and the target fund; ii. all initial charges on the target fund is waived; and iii. the management fee must only be charged once, either at the Fund or the target fund.	<ul> <li>Units/shares in collective investment schemes;</li> <li>Money market instruments;</li> <li>Deposits;</li> <li>Derivatives; and</li> <li>Any other form of investments as may be permitted by the SC from time to time which is in line with the objective of the Fund.</li> <li>The Fund's assets must be relevant and consistent with the investment objective of the Fund.</li> <li>The Fund must not invest in:         <ol> <li>a fund-of-funds;</li> <li>a feeder fund; and</li> <li>any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.</li> </ol> </li> <li>Investment spread limits and concentration limits:-         <ol> <li>Spread Limits</li> <li>The Fund must invest in at least five (5) collective investment schemes at all times;</li> <li>The Fund must invest at least 85% of its NAV in the units or shares in collective investment schemes;</li> </ol> </li> <li>The Fund may invest up to 15% of its NAV in:         <ol> <li>money market instruments that are dealt in or under the rules of an eligible market with residual maturity does not exceed 12 months;</li> <li>Short-term deposits; and</li> <li>derivatives for hedging purpose;</li> </ol> </li> <li>The value of the Fund's investments in units/shares of any collective investment scheme must not exceed 30% of the Fund's NAV provided that the collective investment scheme complies with the requirements of the Guidelines;</li> </ul> <li>The value of the Fund's investments in units or shares of a collective investment scheme that invests in real estate pursuant to the requirements of the Guidelines must not exceed 15% of the Fund's NAV;</li>
ļ	Investment spread limits and concentration limits:- 12	vi. The value of the Fund's investment in money market instruments issued by any 2

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
i. ii. iii.  Co i. ii. The ab up-to-o a 5% a permit deprec deprec made f  We wi within	times; The value of the Fund's investments in units/shares of any collective investment scheme must not exceed 30% of the Fund's NAV; and For investments in derivatives, the exposure to the underlying assets must not exceed the investment spread limits stipulated in the Guidelines.  Incentration Limit  The Fund's investments in collective investment schemes must not exceed 25% of the units/shares in any collective investment scheme; and	single issuer must not exceed 15% of the Fund's NAV;  vii. The value of the Fund's placement in deposits with any single Financial Institution must not exceed 20% of the Fund's NAV ("Single Financial Institution Limit"). However, 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 investments prior to the termination of the Fund where the placement of deposits with various Financial Institutions would not be in the best interests of Unit Holders; or  c) Monies held for the settlement of redemption or other payment obligations, where the placement of deposits with various Financial Institutions would not be in the best interests of Unit Holders;  viii. The aggregate value of the Fund's investments in, or exposure to, a single issuer through money market instruments, deposits and underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Fund's NAV;  ix. 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;  x. For investments in derivatives:  a) The exposure to the underlying assets of the derivative must not exceed the investment restrictions or limitations applicable to such underlying assets and investments stipulated in the Guidelines; and  b) For investments in OTC derivatives, the maximum exposure of the Fund to the counterparty, calculated based on the method prescribed in the Guidelines, must not exceed 10% of the Fund's NAV;  ti. The Fund's investments in collective investment schemes must not exceed 25% of the units/shares in the collective investment scheme; and  ii. The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. However, the limit does not apply to money market instruments that do not have a pre-determined issue size.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
		Please note that the above restrictions and limits do not apply to securities or instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia.
		In respect of the above investment restrictions and limits, any breach as a result of any (a) appreciation or depreciation in value of the Fund's investments; (b) repurchase of Units or payment made out of the Fund, must be rectified as soon as practicable within three months from the date of the breach unless otherwise specified in the Guidelines. Nevertheless, the three-month period may be extended if it is in the best interests of Unit Holders and the Trustee's consent has been obtained. Such extension must be subject to at least a monthly review by the Trustee.
7.9	VALUATION OF PERMITTED INVESTMENTS	
	Listed collective investment schemes  Valuation of listed collective investment schemes shall be based on closing market price.  Where no market value is publicly available or where the use of the quoted market value is inappropriate, or where no market price is available, including in the event of suspension in the quotation of the collective investment schemes for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, such listed collective investment schemes will be valued at fair value determined by us in good faith, based on the methods or bases approved by the Trustee after appropriate technical consultation.	Valuation of listed collective investment schemes shall be based on closing market price or last known transacted price on the eligible market on which the investment is quoted. If the price is not representative of its fair value or is not available to the market, including in the event of suspension in the quotation of the collective investment schemes for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, such listed collective investment schemes will be valued at fair value as determined in good faith by the Manager or its delegate, based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.
7.10	VALUATION OF PERMITTED INVESTMENTS	
	Money Market Instruments  The valuation of MYR denominated money market instruments will be done using the price quoted by a a bond pricing agency registered with the SC. For foreign money market instruments, valuation will be done using the average indicative yield quoted by 3 independent and reputable institutions.	Valuation of MYR denominated money market instruments will be done using the price quoted by a bond pricing agency ("BPA") registered with the SC. For non-MYR denominated money market instruments, valuation will be done using an average of quotations provided by reputable Financial Institutions. Where the Manager is of the view that the price quoted by BPA differs from the fair value or where reliable market quotations are not available, the fair value will be determined in good faith by the Manager. This may be determined by reference to the valuation of other money market instruments which are comparable in rating, yield, expected maturity date and/or other characteristics.
7.11	VALUATION OF PERMITTED INVESTMENTS	
	<b>Fixed Deposits</b> Fixed deposits placed with Financial Institutions are valued by reference to the principal value of such investments and the interests accrued thereon for the relevant period.	Deposits  Valuation of deposits placed with Financial Institutions will be done by reference to the principal value of such investments and the interests accrued thereon for the relevant

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
		period.
7.12	VALUATION OF PERMITTED INVESTMENTS  Derivatives  The valuation of derivatives will be based on the rates provided by the respective issuers. For foreign exchange forward contracts ("FX Forwards"), we will apply interpolation formula to compute the value of the FX Forwards based on the rates provided by Bloomberg/Reuters. If the rates are not available on Bloomberg/Reuters, the FX Forwards will be valued by reference to the average indicative rate quoted by at least 3	Valuation of derivatives will be based on the <u>prices</u> provided by the respective issuers. <u>The issuers generate the market valuation through the use of their own proprietary valuation models, which incorporate all the relevant and available market data with respect to the <u>derivatives</u> (e.g. interest rates, movement of the underlying assets, volatility of the <u>underlying assets</u>, the correlation of the underlying assets and such other factors). For</u>
	independent dealers. In the case where the Manager is unable to obtain quotation from 3 independent dealers, the FX Forwards will be valued in accordance to fair value as determined by us in good faith, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.	foreign exchange forward contracts ("FX Forwards"), interpolation formula <u>is applied</u> to compute the value of the FX Forwards based on the rates provided by Bloomberg/Reuters. If the rates are not available on Bloomberg/Reuters, the FX Forwards will be valued <u>based on</u> fair value as determined in good faith <u>by the Manager using</u> methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.
7.13	POLICY ON GEARING AND MINIMUM LIQUID ASSETS REQUIREMENTS  The Fund is not permitted to seek financing (including those within the meaning of the SC's Securities Borrowing and Lending Guidelines [SBL Guidelines]) in connection with its activities. However, the Fund may seek cash financing for the purpose of meeting repurchase requests for Units and for short-term bridging requirements. Such financings are subjected to the following:-	FINANCING AND SECURITIES LENDING  The Fund is not permitted to seek financing in cash or borrow or other assets in connection with its activities. However, the Fund may seek cash financing for the purpose of meeting repurchase requests for Units and for bridging requirements. Such financings are subjected to the following:  The Fund's cash financing is only on a temporary basis and that financings are not persistent;
	<ul> <li>the Fund's cash financing is only on a temporary basis and that financings are not persistent;</li> <li>the financing period should not exceed one (1) month;</li> <li>the aggregate financings of the Fund should not exceed 10% of the Fund's NAV at the time the financing is incurred; and</li> <li>the Fund may only obtain financing from Financial Institutions; and</li> </ul>	<ul> <li>the financing period should not exceed one (1) month;</li> <li>the aggregate financings of the Fund should not exceed 10% of the Fund's NAV at the time the financing is incurred; and</li> <li>the Fund may only obtain financing from Financial Institutions.</li> </ul> The Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.
	Except for securities lending as provided under the SBL Guidelines, none of the cash or investments of the Fund may be lent. Furthermore, the Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.  In structuring the portfolio of the Fund, we will maintain sufficient liquid assets to ensure short-term liquidity in the Fund to meet operating expenses and possible repurchase of Units.	commission of microscopic and configuration of microscopic and person.

NO.	(A) PROSPECTUS		(B) REPLACEMENT PROSP	ECTUS	
7.14	The Fund may create new classes of Units in the future. You will be notified of the issuance of the new classes of Units by way of a communiqué and the prospective investors will be notified of the same by way of a supplemental/replacement prospectus.	Holders' prior approv way of a communiqu	e new classes of Units in the <u>al.</u> You will be notified of the issé and the prospective investors placement prospectus.	suance of the new clas	sses of Units by
8.	DEALING INFORMATION				
8.1	HOW TO MAKE PAYMENT FOR PURCHASE APPLICATION?				
	➤ Bank Transfer You may transfer the purchase payment into our bank account via telegraphic transfer or online transfer, and include your name in the transaction description for our reference. You may obtain our bank account details from our online download center at www.affinhwangam.com.	or online transf	r the purchase payment into our fer, and include your name in nay obtain our bank account det om.my.	the transaction desc	ription for our
	<ul> <li>Cheque, Bank Draft or Money Order         Issuance of cheque, bank draft or money order should be made payable to "Affin Hwang Asset Management Berhad-CTA", crossed and drawn on a local bank. You are to write your name, identity card number or business registration number at the back of the cheque, bank draft or money order.     </li> <li>Bank charges or other bank fees, if any, will be borne by you.</li> </ul>				
8.2	Bank charges or other bank fees, if any, will be borne by you.  WHAT IS THE PROCESS OF THE PURCHASE APPLICATION?				
8.2	<ul> <li>1st bullet: -</li> <li>During the initial offer period, if we receive your purchase application on a Business Day, we will create your Units based on the initial offer price of the Fund. After the initial offer period, if we receive your purchase application at or before 3.30 p.m. on a Business Day ("or T day"), we will create your Units based on the NAV per Unit for that Business Day. Any purchase request received or deemed to have been received by us after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day"), unless a prior arrangement is made to our satisfaction.</li> </ul>	day"), we will crea purchase request	purchase application at or befo ate your Units based on the NA' received or deemed to have be the next Business Day (or "T + 1 faction.	V per Unit for that Bus en received by us afte	siness Day. Any r 3.30 p.m. will
8.3	WHAT ARE THE MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT AND MINIMUM HOLDING OF UNITS?		IMUM INITIAL INVESTMENT, M ASE AMOUNT AND MINIMUM H		INVESTMENT,
	Minimum Initial Investment AAVD 100	<b>5.</b> 41-	ingung Initial Investors and *	MAVD 100	]
	Minimum Initial Investment MYR 100		imum Initial Investment*	MYR 100 MYR 100	
		IVIIII	illiani Additional ilivestillent	IVITIV 100	

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		Minimum Additional Investment	MYR 100			Minimum Repurchase Amount*	200 Units	
		Minimum Units of Repurchase	200 Units			Minimum Holding of Units*	200 Units	
		Minimum Holding of Units	200 Units			discretion, we may reduce the transactio		
	>	At our discretion, we may reduce t additional investment amount, and			<u>transactions n</u>	nade via digital channels, subject to the t respective channels		isclosed in the
8.4	НО	W TO REPURCHASE UNITS?						
	<b>A</b>	It is important to note that, you need the repurchase transaction.		-		tant to note that, you must meet the transaction.	e minimum holding of	f Units after a
		If the balance of your investment (i. holding of Units, we may withdraw you.				nce of your investment (i.e. total numbe Units, we may withdraw all your holdin	•	
		You may submit the repurchase returning it to us between 8.45 a.m.  In the transaction form, you may	to 3.30 p.m. on a Bu	isiness Day.	We may, w	vith the consent of the Trustee, reserve such transaction would adversely affect		
		manner of cheque or bank transfer. in your name. If bank transfer is you account. Where Units are held join name appears first in the register of	If cheque is your op or option, proceeds w ontly, payment will b	ition, we will issue the cheque will be transferred to your bank	➤ You may su	bmit the repurchase request by comple ween 8.45 a.m. to 3.30 p.m. on a Busines	_	n and returning
	<b>A</b>	Any incurred bank charges and other or other special arrangement method			be transfer made to th	the repurchase proceeds will be made vered to your bank account. Where United the person whose name appears first in the second of the second	ts are held jointly, pa e register of Unit Holde	ayment will be
8.5	WI	HAT IS THE PROCESS OF REPURCHAS	E APPLICATION?		Bank charg	es and other bank fees, <u>if any</u> , will be bo	rne by you.	
	<b>A</b>	During the initial offer period, if we Day, we will repurchase your Units the initial offer period, for a repur received by us at or before 3.30 p repurchased based on the NAV per received after 3.30 p.m. will be transprocessing is subject to receipt of	receive your repurch based on the initial chase request receinum. on a Business D Unit for that Busines sacted on the next Busines	offer price of the Fund. After wed or deemed to have been any (or "T day"), Units will be so Day. Any repurchase request usiness Day (or "T + 1 day").	3.30 p.m. of per Unit for transacted  Processing	chase request received or deemed to have a Business Day (or "T day"), Units with that Business Day. Any repurchase reconthe next Business Day (or "T + 1 day") is subject to receipt of a complete as may be required by us.	II be repurchased base quest received after 3.3 ).	ed on the NAV 30 p.m. will be

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
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	documents as may be required by us.	
8.6	WHAT IS THE REPURCHASE PROCEEDS PAYOUT PERIOD?	
	You will be paid within ten (10) days from the day the repurchase request is received by us, provided that all documentations are completed and verifiable.	You will be paid within seven (7) Business Days from the day the repurchase request is received by us, provided that all documentations are completed and verifiable.
8.7	COOLING-OFF PERIOD	
	You have the right to apply for and receive a refund for every Unit that you have paid for within six (6) Business Days from the date we received your purchase application. You will be refunded for every Unit held based on the NAV per Unit and the Sales Charge, on the day those Units were first purchased and you will be refunded within ten (10) days from the receipt of the cooling-off application.  Please note that the cooling-off right is applicable to you if you are an individual investor and are investing in any of our funds for the first time. However, if you are a staff of	You have the right to apply for and receive a refund for every Unit that you have paid for within six (6) Business Days from the date we received your purchase application.  You will be refunded for every Unit held based on the prices mentioned below and the Sales Charge imposed on the day those Units were purchased.  If the price of a Unit on the day the Units were first purchased ("original price") is higher than the price of a Unit at the point of exercise of the cooling-off right ("market price"), you will be refunded based on the market price at the point of cooling-off; or
	AHAM or a person registered with a body approved by the SC to deal in unit trusts, you are not entitled to this right.	If the market price is higher than the original price, you will be refunded based on the original price at the point of cooling-off.
	We will process your cooling-off right if your cooling-off request is received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"). Any cooling-off request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").	You will be refunded within seven (7) Business Days from our receipt of the cooling-off application.  Please note that the cooling-off right is applicable to you if you are an individual investor
	Processing is subject to receipt of a complete application and such other documents as may be required by us.	and are investing in any of our funds for the first time. However, if you are a staff of AHAM or a person registered with a body approved by the SC to deal in unit trusts, you are not entitled to this right.
		We will process your cooling-off <u>request</u> if your request is received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"). Any cooling-off request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").
		<u>The processing</u> is subject to receipt of a complete transaction form and such other documents as may be required by us.
8.8	SWITCHING FACILITY	
	Switching facility enables you to switch into any of our funds (or its classes), provided that the fund (or its class) is denominated in MYR, and it is subject to the terms and conditions applicable for the respective funds. However, you must meet the minimum holding of Units and the minimum investment amount of the fund (or its class) that you intend to	Switching facility enables you to switch into any of our funds (or its classes), provided that the fund (or its class) is denominated in MYR, and it is subject to the terms and conditions applicable for the respective funds. However, you must meet the minimum holding of Units and the minimum investment amount of the fund (or its class) that you intend to switch

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	switch into.				in	to.				
	regarded as disruptive to efficient portfolio management, or that we deem to be contrary						requests that we deem to b			
	Switching from this Fund in You must complete a switch off time of 3.30 p.m. on a documents, if any. If we re your request on the next Bu	hing transaction for Business Day (or ' eceive your switchin	rm and submit it to "T day") together	o us at or before the cut- with relevant supporting	Yo tir do	me of 3.30 p.m	e a switching i. on a Busi If we receive	transaction fo ness Day (or your switchin	rm and submit it "T day") togeth g request after 3	to us at or before the cut-o er with relevant supportin .30 p.m., we will process you
			W					ay not be <u>of</u> the same day a icing policy of switching for a		
			Pricing Day				Prici	ng Day		
						Switching Out	Switching In		• .	

		P	ricing Day	
Switching Out Fund	Switching In Fund	Switching Out Fund	Switching In Fund	
Money market fund	Money market fund			
Money market fund	Non-money market fund	T Day	T Day	
Non-money market fund	Non-money market fund			
Money market fund	Money market fund (which adopts historical pricing policy)	T Day	T + 1 Day	
Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund	

Switching Out	Switching In	Prici	ng Day
Fund	Fund	Switching Out Fund	Switching In Fund
Money market fund	Non-money market fund	TDoor	T Davi
Non-money market fund	Non-money market fund	<u>T Day</u>	<u>T Day</u>
Money market fund	Money market fund	<u>T Day</u>	<u>T + 1 Day</u>
Non-money market fund	Money market fund	T Day	At the next valuation point, subject to clearance of payment and money received by the intended fund

## 8.9 SUSPENSION OF DEALING IN UNITS

The Trustee may suspend the dealing in Units requests:

➤ where the Trustee considers that it is not in the interests of the existing Unit Holders to permit the assets of the Fund to be sold or that the assets cannot be liquidated at an appropriate price or on adequate terms and immediately call a Unit Holders'

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealing in Units due to exceptional circumstances\*, where there is good and sufficient reason to do so. The Manager will cease the suspension as soon as practicable after the exceptional circumstances have ceased, and in any event, within

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	meeting to decide on the next course of action; or  without the consent of the Unit Holders, due to exceptional circumstances when there is a good and sufficient reason to do so having regard to the interests of the Unit Holders. In such case, the period of the suspension shall not exceed 21 days of the commencement of the suspension.	twenty-one (21) days from the commencement of suspension.  The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interest of the Unit Holders for the dealing in Units to remain suspended, subject to a weekly review by the Trustee.  The Trustee may suspend the dealing in Units, if the Trustee, on its own accord, considers that exceptional circumstances have been triggered. In such a case, the Trustee shall immediately call for a Unit Holders' meeting to decide on the next course of action.  * The Manager will consider to suspend the dealing of the Fund should the collective investment schemes that make up material portion of the NAV of the Fund suspend the dealings** and the inability to repatriate the proceeds of the redemptions of the shares or units of the collective investment schemes arising from the regulatory restrictions and/or foreign exchange controls imposed by the authorities in respective jurisdictions. Suspension will only be exercised as a last resort as the Manager will utilise the Fund's liquid assets (i.e. money market instruments and/or deposits) in meeting the redemption request by Unit Holders.  ** The Manager may consider to suspend the Fund when multiple collective investment schemes (which make up material portion of the Fund's NAV) that the Fund invest in suspend the dealings under circumstances, amongst others, as follows:  (i) Should redemption applications by investors of the collective investment scheme exceeds 10% of the NAV of the collective investment schemes on any dealing day, the Manager of the collective investment schemes may in its absolute discretion defer such redemption applications; and  (ii) When substantial portion of the collective investment scheme's investments is suspended or restricted for trading that subsequently affects the valuation of the
8.10	INCOME DISTRIBUTION	collective investment schemes.
	Subject to the availability of income, the Fund will distribute income on an annual basis, after the end of its first financial year.  You have the option to receive the income distribution in cash payment or additional Units (by way of reinvestment) by ticking the appropriate column in the application form. All distribution will be automatically reinvested into additional Units in the Fund if you do	Subject to the availability of income, the Fund will distribute income on an annual basis, after the end of its first financial year.  You have the option to receive the income distribution in cash payment or additional Units (by way of reinvestment) by ticking the appropriate column in the application form. All distribution will be automatically reinvested into additional Units in the Fund if you do not
	not select the mode of distribution in the application form.	select the mode of distribution in the application form.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	Any distribution payable which is less than or equal to the amount of MYR 300.00 would be automatically reinvested.	Any distribution payable which is less than or equal to the amount of MYR 300.00 would be automatically reinvested.
	<u>Cash Payment Process</u> Income distribution by way of cash payment will be paid via telegraphic transfer. Income will be transferred to your bank account within seven (7) Business Days after the distribution date.	Notwithstanding the above, we may also reinvest the distribution proceeds which remain unclaimed after twelve (12) months from the date of payment, provided that you still have an account with us.
	Reinvestment Process  We will create the Units based on the NAV per Unit at the income payment date which is two (2) Business Days after the distribution date. There will not be any additional cost for reinvestments of those additional Units, i.e., no Sales Charge will be imposed on such	Cash Payment Process Income distribution by way of cash payment will be paid via telegraphic transfer. Income will be transferred to your bank account within seven (7) Business Days after the distribution date.
	transaction.  Unit prices and distributions payable, if any, may go down as well as up.	Reinvestment Process  We will create the Units based on the NAV per Unit at the income payment date which is within two (2) Business Days after the distribution date. There will not be any cost for reinvestments of those additional Units, i.e., no Sales Charge will be imposed on such reinvestment.
		Unit prices and distributions payable, if any, may go down as well as up.
8.11	UNCLAIMED MONEYS	
	Any monies payable to you which remain unclaimed after twelve (12) months from the date of payment will be paid to the Registrar of Unclaimed Monies by the Manager in accordance with the requirements of the Unclaimed Moneys Act, 1965.	Any monies payable to you which remain unclaimed after twelve (12) months from the date of payment will be <u>dealt as follows:</u>
	decordance with the requirements of the officialined Moneys Act, 1303.	a) we may reinvest unclaimed distribution proceed provided that you still have an account with us; or b) we will pay to the Registrar of Unclaimed Monies in accordance with the
	FFFC CHARGES AND EVDENSES	requirements of the Unclaimed Moneys Act, 1965.
9.	FEES, CHARGES AND EXPENSES	
9.3	CHARGES	
	SWITCHING FEE	
	There will be no switching fee imposed on the switching facility.	The Manager does not impose any switching fee. However, if the amount of sales charge of the fund (or class) that the Unit Holder intends to switch into is higher than the sales charge imposed by the fund (or class) being switched from, then the difference in the sales charge between the two (2) funds (or classes) shall be borne by the Unit Holder.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
9.4	FEES AND EXPENSES	
	MANAGEMENT FEE	ANNUAL MANAGEMENT FEE
	$1^{\rm st}$ paragraph: - The annual management fee is up to 1.80% per annum of the NAV of the Fund. This fee is calculated and accrued daily and payable monthly to the Manager.	The annual management fee is up to 1.80% per annum of the NAV of the Fund (before deducting the management fee and trustee fee). This fee is calculated and accrued daily and payable monthly to the Manager.
9.5	FEES AND EXPENSES	
	TRUSTEE FEE	ANNUAL TRUSTEE FEE
	1st paragraph: - The trustee fee is up to 0.06% per annum of the NAV of the Fund (excluding foreign custodian fees and charges), and is calculated using the Fund's Base Currency (before deducting the management fee and trustee fee). The trustee fee is accrued daily and payable monthly. In addition to the annual trustee fee, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities.	The <u>annual</u> trustee fee is up to 0.06% per annum of the NAV of the Fund (excluding foreign custodian fees and charges), and is calculated using the Base Currency (before deducting the management fee and trustee fee). The trustee fee is accrued daily and payable monthly. In addition to the annual trustee fee, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities.
9.6	FEES AND EXPENSES	
	EXPENSES	
	Only the expenses which are directly related and necessary to the operation and administration of the Fund may be charged to the Fund. These would include (but are not limited to) the following:	Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund may be charged to the Fund. These would include (but are not limited to) the following:
	<ul> <li>Commissions/fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;</li> <li>(where the custodial function is delegated by the Trustee) charges and fees paid to the sub-custodians in respect of any foreign investments of the Fund;</li> <li>Taxes and other duties charged on the Fund by the government and/or other authorities;</li> <li>Costs, fees and expenses properly incurred by the auditor appointed for the Fund;</li> <li>Costs, fees and expenses incurred for the valuation of any investments of the Fund by independent valuers for the benefit of the Fund;</li> </ul>	<ul> <li>Commissions/fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;</li> <li>(where the custodial function is delegated by the Trustee) charges and fees paid to the sub-custodians taking into custody any foreign assets of the Fund;</li> <li>Taxes and other duties charged on the Fund by the government and/or other authorities;</li> <li>Costs, fees and expenses properly incurred by the auditor appointed for the Fund;</li> <li>Costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent;</li> </ul>

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS				
	<ul> <li>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;</li> <li>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;</li> <li>Any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and</li> <li>Any other expenses allowed under the Deed.</li> </ul>	modification is for the benefit of the Manager and/or the Trustee;  Costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;				
9.7	REBATES AND SOFT COMMISSIONS					
	<ul> <li>2<sup>nd</sup> paragraph: -</li> <li>The soft commission can be retained by us or our delegates provided that:-</li> <li>the goods and services are of demonstrable benefit to the Unit Holder in the form of research and advisory services that assist in the decision-making process relating to the Fund's investments; and</li> <li>any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund.</li> </ul>	<ul> <li>The soft commissions can be retained by us or our delegates provided that:-</li> <li>the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;</li> <li>any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and</li> <li>the availability of soft commissions is not the sole or primary purposed to perform or arrange transactions with such broker or dealer, and we or our delegates will not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.</li> </ul>				
9.8	All fees and charges payable by you are subject to all applicable taxes (including but not limited to goods and services taxes) and/or duties as may be imposed by the government and/or the relevant authorities from time to time.	All fees and charges payable by you are subject to all applicable taxes and/or duties as may be imposed by the government and/or the relevant authorities from time to time.				
10.	9					
10.1	COMPUTATION OF NAV AND NAV PER UNIT					
	3 <sup>rd</sup> paragraph: - Illustration on computation of NAV and NAV per Unit for a particular day:-	Illustration on the computation of NAV per Unit for a particular day:-				
	Units in Circulation 300,000,000.00 MYR	Units in Circulation 300,000,000.00 MYR				
	Investments 195,000,000.00	Investments 195,000,000.00 Add other assets 5,700,000.00				
	Add other assets 5,700,000.00  Gross asset value 200,700,000.00	Gross asset value 200,700,000.00 Less: Liabilities 700,000.00				
	Less: Liabilities 700,000.00					

NO.		(A) PROSPECTUS		(B) REPLACEMENT PROSPECTUS				
	managementhe day) Less: Managementhe	gement fee for the day se fee for the day	9,863.01 328.76 199,989,808.23 0.6666		the day)	e and trustee fee for ent fee for the day	9,863.01 328.76 199,989,808.23 0.6666	
	* NAV per Unit is derived fr	rom the following formula:- NAV				ne NAV divided by Units		
	Units in	Circulation				ecimal points for the pur plicy will not apply whe		
	• · · ·	oses of publication of the NAV n calculating the Sales Charge	Repurchase Char	• .				
10.2	COMPUTATION OF SELLING	G PRICE AND REPURCHASE PRICE	:					
	Under a single pricing regime, the Selling Price and the Repurchase Price are equivalent to the NAV per Unit. Any applicable Sales Charge and Repurchase Charge is payable separately from the Selling Price and Repurchase Price.					ne Selling Price and the e Sales Charge and Repu chase Price.	•	•
		the Selling Price and/or the Rep		Forward Pricing	will be used to	determine the Selling I	rice and the Repur	chase Price, i.e.
	•	rard Pricing will be used to deter e initial offer period, i.e. the	9	the NAV per one as at the next valuation point after we receive the parenase request of				
		ceive the purchase request or rep		repurchase requ	est.			
	Calculation of Selling Price For illustration purposes, let's assume the following:				elling Price ourposes, let's as	sume the following:		
	Investment Amount	MYR 10,000.00		Investment Amou	unt	MYR 10,000.00		
	Selling Price per Unit	MYR 0.50		Selling Price per l	Unit	MYR 0.50		
	Number Of Units Received*	MYR 10,000 ÷ MYR 0.50 = 20,000 Units		Number Of Units	Received*	MYR 10,000 ÷ MYR 0.5 20,000 Units	0 =	
	Sales Charge	0.00%		Sales Charge		0.00%		
	Sales Charge Paid By Investor**	0.00% x MYR 0.50 x 20,000 Units = MYR 0		Sales Charge Paid	d By Investor**	0.00% x MYR 0.50 x 20, Units = MYR 0	000	
	Total Amount Paid By Investor***	MYR 10,000 + MYR 0 = MYR 10,000		Total Amount Pai	id By	MYR 10,000 + MYR 0 MYR 10,000	=	

	(A) PROSPECTUS			(B) REPLACEMENT PROSPECTUS
Formula for calculating:- Number of Units received  * Sales Charge paid by avestor  ** Total amount paid by avestor  alculation of Repurchase Pror illustration purposes, let's	investor  *** Total amount pa by investor  Calculation of Repurc	by = :: id = :: hase Pric		
Units Repurchased	20,000 Units	For illustration purpos	es, let's	assume the following:-
Repurchase Price	20,000 Onits MYR 0.50	Units Repurchased		20,000 Units
Nepurchase Price	20,000 Units x MYR 0.50 =	Repurchase Price per	· Unit	MYR 0.50
Repurchased Amount <sup>^</sup>	MYR 10,000			20,000 Units x MYR 0.50 =
Repurchase Charge	3.00% of the NAV per Unit	Repurchase Amount	`	MYR 10,000
Repurchase Charge Paid By	3.00% x MYR 10,000 =	Repurchase Charge		3.00% of the NAV per Unit
Investor^^	MYR 300	Repurchase Charge P	aid Bv	3.00% x MYR 10,000 =
Total Amount Received By	MYR 10,000 - MYR 300 =	Investor^^		MYR 300
Investor^^	MYR 9,700	Total Amount Receiv	ed Bv	MYR 10,000 - MYR 300 =
Formula for calculating:-		Investor^^^	,	MYR 9,700
_	Unit repurchased x Repurchase Price Repurchase Charge x Repurchase	Formula for calculating:  ^ Repurchase Amount	= Un	nit repurchased x Repurchase Price
paid by investor	amount		<u>pe</u>	<u>r Unit</u>
	Repurchased amount - Repurchase Charge paid by	^^ Repurchase Charge paid by investor ^^^ Total amount	An	purchase Charge x Repurchase nount purchase Amount - Repurchase
	investor /			
	Investor	received by investor	Ch	arge paid by investor

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
11.1	Provisions Regarding Unit Holders Meetings	
	Quorum Required For Convening 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 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	The quorum required for a meeting of the Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders shall be two (2) Unit Holders, whether 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 at the time of the meeting.	If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty-five per centum (25%) of the Units in Circulation at the time of the meeting.
		If the Fund 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.
11.2	Provisions Regarding Unit Holders Meetings	
	Unit Holders' Meeting Convened By Unit Holders	
	<ul> <li>Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders, whichever is less, summon a meeting of the Unit Holders by:</li> <li>➤ 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;</li> <li>➤ 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 newspaper published daily and another newspaper approved by the relevant authorities; and</li> <li>➤ specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.</li> <li>The Unit Holders may direct the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:</li> <li>➤ requiring the retirement or removal of the Manager;</li> </ul>	Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders, at the registered office of the Manager, summon a meeting of the Unit Holders by:  > 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 at the joinholder's last known address;  > publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and  > specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.
	<ul> <li>requiring the retirement or removal of the Trustee;</li> <li>considering the most recent financial statements of the Fund;</li> <li>giving to the Trustee such directions as the meeting thinks proper; or</li> <li>considering any matter in relation to the Deed;</li> </ul>	The Unit Holders may direct the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:  requiring the retirement or removal of the Manager;  requiring the retirement or removal of the Trustee;

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	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) or one-tenth (1/10) of all the Unit Holders, whichever is the lesser number.	<ul> <li>considering the most recent financial statements of the Fund;</li> <li>giving to the Trustee such directions as the meeting thinks proper; or</li> <li>considering any matter in relation to the Deed,</li> <li>provided always that the Manager shall not be obliged to summon such a meeting unless a direction has been received from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders.</li> </ul>
11.3	Termination of the Fund	
	Circumstances That May Lead To The Termination Of The Fund  The Fund may be terminated or wound up as provided for under the Deed and the Guidelines as follows:-  ➤ The SC has withdrawn the authorisation of the Fund pursuant to Section 256E of the Act; or  ➤ A Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.	Circumstances That May Lead To The Termination Of The Fund  The Fund may be terminated or wound up as provided for under the Deed and the Guidelines as follows:-  • The SC has withdrawn the authorisation of the Fund pursuant to Section 256E of the Act; or  • A Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.
		Notwithstanding the aforesaid, the Manager may, in consultation with the Trustee, terminate the Fund without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events:
		<ul> <li>(a) <u>if any new law shall be passed which renders it illegal; or</u></li> <li>(b) <u>if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Fund and the termination of the Fund is in the best interests of the Unit Holders.</u></li> </ul>
		If the Fund is left with no Unit Holder, the Manager shall also be entitled to terminate the Fund.
		Procedure for the Termination of the Fund Upon the termination of the Fund, the Trustee shall:
		(a) sell all the assets of the Fund then remaining in its hands and pay out of the Fund any liabilities of the Fund; such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unit Holders; and
		(b) from time to time distribute to the Unit Holders, in proportion to the number of Units held by them: (1) the net cash proceeds available for the purpose of such distribution

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
		and derived from the sale of the assets of the Fund 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 MYR 0.50 (fifty sen or its foreign currency equivalent, if applicable) in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the termination of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made.  In the event of the Fund is terminated:  (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed; (b) the Manager shall indemnify the Trustee against any claims arising out of the Trustee's
		execution of the Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by the Deed and all relevant laws;  (c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and  (d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.
		Where the termination of the Fund has been occasioned by any of the events set out herein:
		(a) <u>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;</u>
		(b) if, in the opinion of the Trustee, the Manager has ceased to carry on business; or
		(c) <u>if, in the opinion of the Trustee, the Manager has to the prejudice of Unit Holders failed</u> to comply with the provisions of the Deed or contravened any of the provisions of any

NO.	. (A) PROSPECTUS					(B) REPLACEMENT PROSPECTUS		
					relevant law,  the Trustee shall then arrange for a final review and audit of the final accounts of the Fund by the auditor. In all other cases of termination of the Fund, such final review and audit by the auditor shall be arranged by the Manager.			
11.4	Retirement, F	Removal Or Replacer	nent Of The Trustee					
	1 <sup>st</sup> paragraph: - The Trustee may retire upon giving three (3) months' notice to the Manager of its desire to do so, or such 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.				so to do, or such shorter period as the Manager and the Trustee shall agree, and may by			
11.5	Fee And Char	ges						
	Below are the		charges permitted by the Deed:		Below are the maximum fees and charges permitted by the Deed:			
		Sales Charge	6.00% of the NAV per Unit.			Sales Charge	6.00% of the NAV per Unit.	
		Repurchase Charge	5.00% of the NAV per Unit.			Repurchase Charge	5.00% of the NAV per Unit.	
		Annual Management Fee  5.00% per annum of the NAV of the Fund calculated and accrued daily and is calculated using the Fund's Base Currency.				Annual Management Fee	5.00% per annum of the NAV of the Fund calculated and accrued daily and is calculated using the Base Currency.  0.10% per annum of the NAV of the	
	Annual Trustee Fee  O.10% per annum of the NAV of the Fund (excluding foreign custodian fees and charges) and is calculated			Annual Trustee Fee	Fund (excluding foreign custodian fees and charges) and is calculated using the Base Currency.			
	Increase Of Fees And Charges Stated In The Prospectus  The maximum Sales Charges and Repurchase Charge set out in this Prospectus can only be increased if the Manager has notified the Trustee in writing of the higher charges and the effective date for the higher charge.				Increase Of Fe	es And Charges St	ated In The Prospectus	
					increased if the effective date	ne Manager has no for the higher cha	d Repurchase Charge set out in this Prospect otified the Trustee in writing of the higher orge.  ent fee and annual trustee fee set out in this	charge and the
	The maximum annual management fee and annual trustee fee set out in this Prospectus can only be increased if the Manager has come to an agreement with the Trustee on the higher rate. The Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective and such time as may be prescribed by any relevant law shall have elapsed since the notice is sent.				only be increase rate. The Man such higher ra	sed if the Manage ager has notified	r has come to an agreement with the Trusted the Unit Holders of the higher rate and the ffective and such time as may be prescribed l	e on the higher date on which

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	The supplementary/replacement prospectus proposing a modification to this Prospectus to increase the aforesaid maximum fees and charges is required to be issued. An increase in the abovementioned fees and charges is allowed if such time as may be prescribed by any relevant laws has elapsed since the effective date of the supplementary/replacement prospectus.	The <u>supplemental</u> /replacement prospectus proposing a modification to this Prospectus to increase the aforesaid maximum fees and charges is <u>registered</u> , <u>lodged and</u> issued. An increase in the abovementioned fees and charges is allowed if such time as may be prescribed by any relevant laws has elapsed since the effective date of the <u>supplemental</u> /replacement prospectus.
11.6	Only the expenses (or part thereof) which is directly related and necessary to the operation and administration of the Fund may be charged to the Fund. These would include (but are not limited to) the following:	Only the expenses (or part thereof) which <u>are</u> directly related and necessary to the operation and administration of the Fund may be charged to the Fund. These would include (but are not limited to) the following:
	<ul> <li>commissions or fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;</li> <li>taxes and other duties charged on the Fund by the government and/or other authorities;</li> <li>costs, fees and expenses properly incurred by the auditor appointed for the Fund;</li> <li>costs, fees and expenses incurred for the valuation of any investments of the Fund by independent valuers for the benefit of the Fund;</li> <li>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;</li> <li>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;</li> <li>costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;</li> <li>costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;</li> <li>costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;</li> <li>costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;</li> <li>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;</li> <li>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);</li> </ul>	<ul> <li>commissions or fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;</li> <li>taxes and other duties charged on the Fund by the government and/or other authorities;</li> <li>costs, fees and expenses properly incurred by the auditor appointed for the Fund;</li> <li>costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund;</li> <li>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;</li> <li>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;</li> <li>costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;</li> <li>costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;</li> <li>costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;</li> <li>costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;</li> <li>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;</li> <li>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);</li> <li>remuneration and out of pocket expenses of the person(s) or members of a committee</li> </ul>

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	<ul> <li>remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;</li> <li>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;</li> <li>costs and expenses incurred in relation to the distribution of income (if any);</li> <li>(where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;</li> <li>fees, charges, costs and expenses relating to the preparation, printing, posting and/or lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post and/or lodge in relation to the Fund by virtue of any relevant law; and</li> <li>any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred as mentioned above.</li> </ul>	<ul> <li>undertaking the oversight function of the Fund, unless the Manager decides otherwise;</li> <li>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;</li> <li>costs and expenses incurred in relation to the distribution of income (if any);</li> <li>(where the custodial function is delegated by the Trustee) charges and fees paid to subcustodians taking into custody any foreign assets of the Fund;</li> <li>fees, charges, costs and expenses relating to the preparation, printing, posting and/or lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post and/or lodge in relation to the Fund by virtue of any relevant law;</li> <li>any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred as mentioned above; and</li> <li>costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent.</li> </ul>
12.	THE MANAGER	performed by a fund valuation agent.
12.	THE MANAGEN	
12.1	ABOUT AHAM  1st and 2nd paragraphs: - AHAM was incorporated in Malaysia on 2 May 1997 and began its operations under the name Hwang–DBS Capital Berhad in 2001. In early 2014, AHAM was acquired by the Affin Banking Group ("Affin") and hence, is now supported by a home-grown financial services conglomerate. Affin has over 39 years of experience in the financial industry which focuses on commercial, Islamic and investment banking services, money broking, fund management and underwriting of life and general insurance business. Meanwhile, AHAM has 15 years' experience in the fund management industry. Additionally, AHAM is also 30% owned by Nikko Asset Management International Limited, a wholly-owned subsidiary of Tokyo-based Nikko Asset Management Co., Ltd., an Asian investment management franchise.  AHAM distributes its funds through the following various channels:	AHAM was incorporated in Malaysia on 2 May 1997 and began its operations under the name Hwang–DBS Capital Berhad in 2001. AHAM has more than 20 years' experience in the fund management industry. In late 2022, AHAM's ultimate major shareholder is CVC Capital Partners Asia Fund V, a private equity fund managed by CVC Capital Partners ("CVC"), which has approximately 68.35% controlling interest in AHAM. CVC is a global private equity and investment advisory firm with approximately USD125 billion of assets under its management. AHAM is also 27% owned by Nikko Asset Management International Limited, a wholly-owned subsidiary of Tokyo-based Nikko Asset Management Co., Ltd., an Asian investment management franchise.  AHAM distributes its funds through the following various channels:  In-house/internal sales team;
	<ul> <li>In-house/internal sales team;</li> <li>IUTA (Institutional Unit Trust Advisers) &amp; CUTA (Corporate Unit Trust Advisers); and</li> </ul>	<ul> <li>IUTA &amp; CUTA (Corporate Unit Trust <u>Scheme</u> Advisers); and</li> <li>Unit trust consultants.</li> </ul>
	<ul> <li>Unit trust consultants.</li> </ul>	one trust consultants.
12.2	Board of Directors	Deleted.
	Datuk Maimoonah Binti Mohamed Hussain (Non-independent Director)	

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	YBhg Mej Jen Dato' Hj Latip Bin Ismail (Independent Director) Mr Teng Chee Wai (Non-independent Director) Ms Eleanor Seet Oon Hui (Non-independent Director) Encik Abd Malik Bin A Rahman (Independent Director)	
12.3	DESIGNATED FUND MANAGER	
	Mr. David Ng Kong Cheong (Please refer to the above)	
12.4	INVESTMENT COMMITTEE	
	The investment committee ("committee") formulates, establishes and implements investment strategies and policies. The committee will continually review and monitor the success of these strategies and policies using predetermined benchmarks towards achieving a proper performance for the Fund. The committee will also ensure investment guidelines and regulations are complied with. The committee meets at least once every quarterly or more should the need arise.	
12.5	MATERIAL LITIGATION	
	As at LPD, AHAM is not engaged in any material litigation and arbitration, including those pending or threatened, and AHAM is not aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of AHAM.	
12.6	For further information on AHAM, the investment committee and/or AHAM's delegate, you may obtain the details from our website at www.affinhwangam.com.my.	For further information on AHAM <u>including material litigation</u> (if any), the <u>Board, the</u> <u>designated fund manager of the Fund</u> and/or AHAM's delegate, you may obtain the
	you may obtain the details from our website at www.arminwangam.com.my.	details from our website at <u>www.aham.com.my</u>
13.	THE TRUSTEE	
13.1	ABOUT TMF TRUSTEES MALAYSIA BERHAD	
	TMF Trustees Malaysia Berhad (Company No. 610812-W) was incorporated in Malaysia on 1 April 2003 and registered as a trust company under the Trust Companies Act 1949 on 9 October 2003. Its registered and business address is at 10 <sup>th</sup> Floor, Menara Hap Seng, No. 1 & 3, Jalan P. Ramlee, 50250 Kuala Lumpur, Malaysia. The Trustee is part of TMF Group, an independent global service provider in the trust & fiduciary sector. The group has 125 offices in more than 83 jurisdictions in the world. TMF Trustees started in Malaysia in 1992 with its first office in Labuan International Business Financial Centre (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.	TMF Trustees Malaysia Berhad was incorporated in Malaysia on 1 April 2003 and registered as a trust company under the Trust Companies Act 1949 on 9 October 2003. Its registered and business address is at 10 <sup>th</sup> Floor, Menara Hap Seng, No. 1 & 3, Jalan P. Ramlee, 50250 Kuala Lumpur, Malaysia. The Trustee is part of TMF Group, an independent global service provider in the trust & fiduciary sector. The group has 125 offices in more than 83 jurisdictions in the world. TMF Group started in Malaysia in 1992 with its first office in Labuan International Business Financial Centre (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.

NO.	D. (A) PROSPECTUS					(B) REPLACEMENT PROSPECTUS
	trustee for private debt securities (PDS), corporate administrator to asset-backed securities (ABS), trustee for unit trust funds & private trust and custodian for private fund mandate. The TMF Group provides a more comprehensive range of corporate secretarial				ninistrator to asset-backed d custodian for private fund nge of corporate secretarial	The Trustee provides various types of trustee business, such as trustee and security trustee for private debt securities (PDS), corporate administrator to asset-backed securities (ABS), trustee for unit trust funds & private trust and custodian for private fund mandate. The TMF Group provides a more comprehensive range of corporate secretarial services, financial accounting, <a href="https://doi.org/10.1001/journal.org/">human resource</a> administrative and payroll outsourcing services.
13.2	TRUSTEE'S DEI	EGATE				
	1 <sup>st</sup> paragraph: - 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 as a public limited company and is a subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a license on 1 July 1994 under the Financial Services Act 2013.				d. SCBMB was incorporated the Companies Act 1965 as Chartered PLC (the holding cense on 1 July 1994 under	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 subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a license on 1 July 1994 under the Financial Services Act 2013.
14.	RELATED PART	TES TRANSAC	TION AND CONFL	ICT OF INTEREST	•	
14.1	Save for the transaction disclosed below, as at LPD the Manager is not aware of any existing and/or proposed related party transactions or conflict of interest situations or other subsisting contracts of arrangements involving the Fund.			actions or confl	ict of interest situations or	As at LPD, the Manager is not aware of any existing and/or proposed related party transactions or <u>potential</u> conflict of interest situations or other subsisting contracts of arrangements involving the Fund.
	Related Party	Transactions				The tax advisers and solicitors have confirmed that they do not have any existing or potential conflict of interest with AHAM and/or the Fund.
	Name of Party Involved in the Transaction	Involved in the Transaction Party Relationship				
	AHAM Placement of deposits Investment Bank holds 70% Berhad equity interest in the Manager.			holds 70% equity interest		
	Details of the Substantial Shareholders of AHAM's Direct and Indirect Interest in other Corporation Carrying on a Similar Business  Save as disclosed below, as at the LPD, the substantial shareholders of AHAM do not have any direct or indirect interest in other corporations carrying on similar business:				olders of AHAM do not have	
	Nikko Asset M	lanagement Ir	nternational Limi	ted, a substantia	al shareholder of AHAM, is	

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	wholly owned by Nikko Asset Management Co., Ltd. ("Nikko AM"). Nikko AM's office is situated in Japan where it provides investment management services, focused on sourcing, packaging and distributing retail investment fund products which are managed in-house or outsourced to third party sub-advisers.	
	Conflict of Interest  The auditors, tax advisers and solicitors have confirmed that they do not have any existing or potential conflict of interest with AHAM and/or the Fund.	
	Cross trades  AHAM may conduct cross trades between funds it is currently managing provided that all criteria imposed by the regulators are met. Notwithstanding the above, cross trades between the personal account of an employee of AHAM and the Fund's account(s) and between AHAM's proprietary trading accounts and the Fund's account(s) are strictly prohibited. Compliance with the criteria are monitored by the compliance unit of the Manager, and reported to the AHAM's compliance and risk oversight committee, to avoid conflict of interests and manipulation that could have a negative impact on investors.	
15.	RELEVANT INFORMATION	
15.1	1st paragraph: - Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and SC's Guidelines on Prevention of Money Laundering and Terrorism Financing for Capital Market Intermediaries, it is our responsibility to prevent AHAM from being used for money laundering and terrorism financing activities. To this end, we have established an Anti-Money Laundering/Counter-Financing of Terrorism Framework (AML/CFT Framework) and put in place anti-money laundering process and procedures to combat such activities. This includes a robust due diligence process and procedures for client on-boarding (such as know-your-client procedures and customer due diligence) as well as ongoing monitoring of clients transactions to detect any suspicious transactions.	Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and SC's Guidelines on Prevention of Money Laundering and Terrorism Financing for Reporting Institutions in the Capital Market, it is our responsibility to prevent AHAM from being used for money laundering and terrorism financing activities. To this end, we have established an Anti-Money Laundering/Counter-Financing of Terrorism Framework (AML/CFT Framework) and put in place anti-money laundering process and procedures to combat such activities. This includes a robust due diligence process and procedures for client on-boarding (such as know-your-client procedures and customer due diligence) as well as ongoing monitoring of clients transactions to detect any suspicious transactions.
15.2	Nil.	Inserted the following after "RELEVANT INFORMATION":  CONSENTS

). (A) PROSPECTUS			(B) REPLACEMENT PROSPECTUS		
			in which such name ap		its name in the form and context has not subsequently withdrawr and
			> The tax adviser has given its consent to the inclusion of its name and the tax adviser's letter in the form and context in which such name and tax adviser's letter appear in this Prospectus and has not subsequently withdrawn such consent before the issuance of this Prospectus.		
6. DIRECTORY OF SALES OFFICE AFFIN HWANG ASSET MANAGE	EMENT BERHAD:		AHAM ASSET MANAGEMEN MANAGEMENT BERHAD):	IT BERHAD <u>(FORMERLY KN</u>	OWN AS AFFIN HWANG ASSET
HEAD OFFICE Ground Floor, Menara Boustead 69 Jalan Raja Chulan 50200 Kuala Lumpur Tel: 03 – 2116 6000 Fax: 03 – 2116 6100 Toll Free No: 1-800-88-7080 Email: customercare@affinhwangam.com Website: www.affinhwangam.com  PENANG No: 10-C-23 & 10-C-24, Precinct 10 Jalan Tanjung Tokong 10470 Penang Tel: 04 – 899 8022 Fax: 04 – 899 1916  PERAK 13A Persiaran Greentown 7 Greentown Business Centre 30450 Ipoh, Perak Tel: 05 - 241 0668 Fax: 05 – 255 9696	JOHOR  1st Floor, No. 93, Jalan Molek 1/29 Taman Molek 81100 Johor Bahru, Johor Tel: 07 – 351 5677 / 5977 Fax: 07 – 351 5377  MELAKA Ground Floor No. 584 Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06 -281 2890 Fax: 06 -281 2937  SABAH Unit 1.09(a), Level 1, Plaza Shell 29, Jalan Tunku Abdul Rahman 88000 Kota Kinabalu, Sabah Tel: 088 - 252 881 Fax: 088 - 288 803	SARAWAK Ground Floor, No. 69 Block 10, Jalan Laksamana Cheng Ho 93200 Kuching, Sarawak Tel: 082 – 233 320 Fax: 082 – 233 663  1st Floor, Lot 1291 Jalan Melayu, MCLD 98000 Miri, Sarawak Tel: 085 - 418 403 Fax: 085 – 418 372	HEAD OFFICE Ground Floor, Menara Boustead 69 Jalan Raja Chulan 50200 Kuala Lumpur Tel: 03 – 2116 6000 Fax: 03 – 2116 6100 Toll Free No: 1-800-88-7080 Email: customercare@aham.com.my Website: www.aham.com.my  PENANG B-16-2, Lorong Bayan Indah 3 11900 Bayan Lepas Pulau Pinang Toll Free No: 1800-888-377  PERAK 1 Persiaran Greentown 6 Greentown Business Centre 30450 Ipoh, Perak Tel: 05 - 241 0668 Fax: 05 – 255 9696	JOHOR Unit 22-05, Level 22 Menara Landmark No. 12, Jalan Ngee Heng 80000 Johor Bahru Johor Tel: 07 – 227 8999 Fax: 07 – 223 8998  MELAKA Ground Floor No. 584 Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06 -281 2890 Fax: 06 -281 2937  SABAH Unit 1.09(a), Level 1, Plaza Shell 29, Jalan Tunku Abdul Rahman 88000 Kota Kinabalu, Sabah Tel: 088 - 252 881 Fax: 088 - 288 803	SARAWAK Ground Floor, No. 69 Block 10, Jalan Laksamana Cheng Ho 93200 Kuching, Sarawak Tel: 082 – 233 320 Fax: 082 – 233 663  1st Floor, Lot 1291 Jalan Melayu, MCLD 98000 Miri, Sarawak Tel: 085 - 418 403 Fax: 085 – 418 372