

# **EASTSPRING INVESTMENTS GLOBAL DYNAMIC GROWTH EQUITY MY FUND**

## **Prospectus**

This Prospectus is dated 19 January 2026.

The date of constitution of the Eastspring Investments Global Dynamic Growth Equity MY Fund is 19 January 2026\*.

*\*The constitution date of this Fund is also the launch date of this Fund.*

### **MANAGER**

EASTSPRING INVESTMENTS BERHAD  
200001028634 (531241-U)

### **TRUSTEE**

DEUTSCHE TRUSTEES MALAYSIA BERHAD  
200701005591 (763590-H)

**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 7.**

## RESPONSIBILITY STATEMENT

This prospectus has been reviewed and approved by the directors of Eastspring Investments Berhad and they collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in the prospectus false or misleading.

## STATEMENTS OF DISCLAIMER

The Securities Commission Malaysia has authorised the Fund and a copy of this prospectus has been registered with the Securities Commission Malaysia.

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

The Securities Commission Malaysia is not liable for any non-disclosure on the part of Eastspring Investments Berhad, which is responsible for the said Fund and takes no responsibility for the contents in this prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this prospectus, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

## ADDITIONAL STATEMENTS

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

Eastspring Investments Global Dynamic Growth Equity MY Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or to any U.S. Person(s). Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in Eastspring Investments Global Dynamic Growth Equity MY Fund.

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# 1. DEFINITIONS

In this prospectus, the following abbreviations or words shall have the following meanings unless expressly stated:

**"2010 Law"** means the Luxembourg law of 17 December 2010 relating to undertakings for collective investment;

**"Act"** means the *Capital Markets and Services Act 2007* as may be amended from time to time;

**"Authorised Distributors"** means IUTA, CUTA, UTC and any other entities authorised by the Manager to market and distribute the Fund;

**"BNM"** means Bank Negara Malaysia;

**"Bursa Malaysia"** means the stock exchange managed and operated by Bursa Malaysia Securities Berhad;

**"Business Day"** means a day on which Bursa Malaysia is open for trading. The Manager may also declare certain Business Days as non-Business Days if:

- the Target Fund which the Fund is invested therein and/or the Management Company has declared certain business days as non-business days; and/or
- it is a non-business day in Luxembourg;

**"CIS"** means collective investment scheme(s);

**"Class(es)"** means any class of Units representing similar interest in the assets of the Fund although a class of Units of the Fund may have different features from another class of Units of the same Fund;

**"CSSF"** means Commission de Surveillance du Secteur Financier (Luxembourg Financial Sector Supervisory Authority);

**"CUTA"** means Corporate Unit Trust Scheme Adviser, a licensed financial planner registered with the FIMM and is authorised to market and distribute unit trust schemes of another party;

**"Deed"** means the deed dated 16 April 2025 entered into between the Manager and the Trustee in respect of the Fund as may be modified by a supplemental deed from time to time;

**"deposits"** means moneys placed with financial institutions in fixed deposits or current account;

**"Eligible Market"** means an exchange, government securities market or an OTC market:

- (a) that is regulated by a regulatory authority of that jurisdiction;
- (b) that is open to the public or to a substantial number of market participants; and
- (c) on which financial instruments are regularly traded;

**"Eligible State"** means any Member State, any member state of the OECD, and any other state which the board of directors of the SICAV deem appropriate with regards to the investment objective of the Target Fund. Eligible State in this category include countries in Africa, the Americas, Asia, Australasia and Europe.

**"EU"** means the European Union;

**"European Economic Area"** means the Member States of the EU and three countries of the European Free Trade Association i.e. Iceland, Liechtenstein and Norway; excluding Switzerland;

**"FDIs"** mean financial derivative instruments;

**"FIMM"** means Federation of Investment Managers Malaysia;

**"financial institution(s)"** means:

- if the institution is in Malaysia -
  - i. licensed bank;
  - ii. licensed investment bank; or
  - iii. licensed Islamic bank; or
- if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services;

**"Fund"** or **"Eastspring Global Dynamic Growth Equity MY"** means Eastspring Investments Global Dynamic Growth Equity MY Fund;

**"Guidelines"** means the Guidelines on Unit Trust Funds issued by the SC as may be amended from time to time;

**"G-20"** means Group of Twenty comprising of nineteen (19) countries i.e. Argentina, Australia, Brazil, Canada, China, France, Germany, India, Indonesia, Italy, Japan, Republic of Korea, Mexico, Russia, Saudi Arabia, South Africa, Turkey, United Kingdom, U.S. and the EU;

**"Hedged-class"** means a particular Class that aims to reduce the effect of exchange rate fluctuations between the base currency of the Fund and the currency denomination of the Class in which Unit Holders are exposed to when investing in that Class;

**"Investment Manager"** means Eastspring Investments (Singapore) Limited;

**"Investment Sub-Manager"** means AGF Investments Inc.;

**"IUTA"** means Institutional Unit Trust Scheme Adviser, a corporation registered with the FIMM and is authorised to market and distribute unit trust schemes of another party;

**"Labuan FSA"** means the Labuan Financial Services Authority;

**"liquid assets"** means any permitted investments capable of being converted into cash within seven (7) days;

**"long-term"** means a period of more than five (5) years;

**"Manager"** or **"we"** means Eastspring Investments Berhad;

**"Management Company"** means Eastspring Investments (Luxembourg) S.A.;

**"Member State"** means a member state of the EU and States that are contracting parties to the agreement creating the European Economic Area other than the Member States of the EU, within the limits set forth by the agreement and related acts, are considered as equivalent to Member States of the EU;

**"MSCI"** means Morgan Stanley Capital International;

**"Net Asset Value"** or **"NAV"** means the value of all the Fund's assets less the value of all the Fund's liabilities, at the valuation point;

**"NAV per Unit"** means the NAV of the Fund at a particular valuation point divided by the number of Units in circulation at the same valuation point;

**"OECD"** means the Organisation for Economic Co-operation and Development;

**"OTC"** means over-the-counter;

**"Regulated Market"** means a market as defined in article 4 point 1 (14) of the Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004;

**"RM"** means Ringgit Malaysia, the lawful currency of Malaysia;

**"SC"** means the Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993;

**"SGD"** means Singapore dollar, the lawful currency of Singapore;

**"SICAV"** means Eastspring Investments, a Luxembourg investment company with variable capital (*société d'investissement à capital variable*) subject to Part I of the 2010 Law incorporated as a public limited liability company (*société anonyme*);

**"Target Fund"** means Eastspring Investments - Global Dynamic Growth Equity Fund;

**"Trustee"** or **"DTMB"** means Deutsche Trustees Malaysia Berhad;

**"UCI"** means an undertaking for collective investment;

**"UCITS"** means an undertaking for collective investment in transferable securities;

**"UCITS Directive"** means the Directive 2009/65/EC of the EU Parliament and of the Council of 13 July 2009, as may be amended from time to time;

**"Unit(s)"** means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund;

**"Unit Holder(s)"** or **"you"** means the person for the time being who is registered pursuant to the Deed as a holder of Units, including a jointholder;

**"USD"** means United States Dollar, the lawful currency of the United States of America;

**"U.S. (United States) Person(s)"** means:

- (a) a U.S. citizen (including those who hold dual citizenship or a greencard holder);
- (b) a U.S. resident alien for tax purposes;
- (c) a U.S. partnership;
- (d) a U.S. corporation;
- (e) any estate other than a non-U.S. estate;
- (f) any trust if:
  - i. a court within the U.S. is able to exercise primary supervision over the administration of the trust; and
  - ii. one (1) or more U.S. Persons have the authority to control all substantial decisions of the trust;
- (g) any other person that is not a non-U.S. person; or
- (h) any other definition as may be prescribed under any relevant laws including but not limited to the Regulation S under the U.S. Securities Act of 1933 and the Foreign Account Tax Compliance Act, as may be amended from time to time.

Without prejudice to the foregoing, the definition of U.S. Person herein shall include the definition of "United States person" or such similar term applied in the prevailing executive order, which is a signed, written and published directive from the President of the United States of America.

**"UTC"** means Unit Trust Scheme Consultant, an individual registered with the FIMM and is authorised to market and distribute unit trust schemes; and

**"Valuation Day"** means each business day of the Target Fund, in which the net asset value per share of the Target Fund is calculated.

## 2. CORPORATE DIRECTORY

### MANAGER

NAME : **EASTSPRING INVESTMENTS BERHAD**  
REGISTRATION NO. : 200001028634 (531241-U)  
REGISTERED OFFICE : Level 25, Menara Hong Leong  
No. 6, Jalan Damanlela  
Bukit Damansara  
50490 Kuala Lumpur  
  
TELEPHONE NO. : 603-2694 9999  
BUSINESS OFFICE : Level 22, Menara Prudential  
Persiaran TRX Barat  
55188 Tun Razak Exchange  
Kuala Lumpur  
  
TELEPHONE NO. : 603-2778 3888  
FAX NO. : 603-2789 7220  
EMAIL : [cs.my@eastspring.com](mailto:cs.my@eastspring.com)  
WEBSITE : [www.eastspring.com/my](http://www.eastspring.com/my)

### TRUSTEE

NAME : **DEUTSCHE TRUSTEES MALAYSIA BERHAD**  
REGISTRATION NO. : 200701005591 (763590-H)  
REGISTERED OFFICE &  
BUSINESS OFFICE : Level 20, Menara IMC  
No. 8, Jalan Sultan Ismail  
50250 Kuala Lumpur  
  
TELEPHONE NO. : 603-2053 7522  
FAX NO. : 603-2053 7526  
EMAIL : [dtmb.rtm@db.com](mailto:dtmb.rtm@db.com)

### 3. FUND INFORMATION

**Fund Name**

Eastspring Investments Global Dynamic Growth Equity MY Fund

**Base Currency**

USD

**Fund Category / Type**

Feeder fund / Growth

**Class of Units**

RM Hedged-class

*The Fund may create new Classes without having to seek Unit Holders' prior approval. You will be notified of the issuance of the new Classes by way of a notification and the prospective investors will be notified of the same by way of a supplementary prospectus or replacement prospectus.*

**Initial Offer Period**

A period of twenty-one (21) days commencing from 19 January 2026 to 8 February 2026.

*The initial offer period may be shortened at the Manager's discretion if the Manager is of the view that it is in the Unit Holders' best interest to commence the investment of the Fund.*

**Initial Offer Price**

RM0.5000

**Fund Objective**

The Fund seeks to provide investors with capital appreciation in the long-term.

**ANY MATERIAL CHANGE TO THE FUND'S OBJECTIVE WOULD REQUIRE UNIT HOLDERS' APPROVAL.****Investment Strategy**

The Fund will be investing a minimum of 85% of the Fund's NAV in the Target Fund and a maximum of 15% of the Fund's NAV in money market instruments and/or deposits.

The Target Fund employs a bottom-up earnings growth style, looking at a company's revenue, earnings, profitability, earnings quality and growth potential. The investment process begins with a global investment universe that is narrowed to a list of over three hundred and fifty (350) companies through a variety of both qualitative and quantitative screens. The quantitative screens identify companies that exhibit growth characteristics such as revenue growth, earnings growth, positive earnings revisions and free cash flow. Qualitative analysis continues to narrow the investable universe to over two hundred (200) companies through on-going targeted research, ensuring each candidate for inclusion exhibits strong fundamentals.

A catalyst identification process singles out potential purchase candidates. Factors scrutinised at this stage include market share trends, research and development, free cash flow generation and profitability. The resulting high-conviction portfolio consists of twenty-five (25) – forty (40) companies that exhibit strong growth characteristics.

We may substitute the Target Fund with another fund that has similar investment objective with the Fund, if, in our opinion, the Target Fund no longer meets the Fund's objective. However, this is subject to the Unit Holder's approval before such changes are made.

The Fund may enter into derivative instruments only for hedging purposes. For example, the Fund may employ currency hedging strategies to hedge the foreign currency exposure to manage the currency risk of the Classes not denominated in the base currency of the Fund.

**Asset Allocation**

Asset Class	% of the Fund's NAV
Target Fund	Minimum 85%
Money market instruments and/or deposits	Maximum 15%

**Performance Benchmark**

MSCI AC World Index

Source: <https://www.msci.com>

Note: The performance benchmark is the benchmark of the Target Fund to allow for a similar comparison with the performance of the Target Fund. The risk profile of the Fund is not the same as the risk profile of the performance benchmark.

**Income Distribution Policy**

Distribution of income, if any, will be on incidental basis, after deduction of taxation and expenses.

Kindly refer to pages 28-29 for more information on the mode of distribution.



## TEMPORARY DEFENSIVE POSITIONS

If and when the Manager considers the market, economic, political or other conditions to be adverse to the Fund, the Manager may take temporary defensive position to respond to those conditions. In such circumstances, the Fund may temporarily increase its holdings in money market instruments and/or deposits by more than the allocated percentage of the Fund's asset allocation.

## RISK MANAGEMENT STRATEGIES

The risk management strategies employed by the Manager includes the following:

- monitoring market and economic conditions;
- monitoring adherence to the Fund's objective and investment restrictions and limits;
- monitoring the performance of the Fund;
- taking temporary defensive positions, when required;
- escalating and reporting investment matters to the committee undertaking the oversight function of the Fund, senior management team, risk management committee and board of directors; and
- practising prudent liquidity management to ensure that the Fund maintains reasonable levels of liquidity to meet redemption request. Liquidity risk of the Fund will be identified, monitored and managed in order to meet the redemption requests from the Unit Holders with minimal impact to the Fund as well as safeguarding the interests of the remaining Unit Holders. It has taken 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:
  - Regular review by the designated fund manager on the Fund's investment portfolio including its liquidity profile.
  - Monitoring of the Fund's net flows against redemption requests during normal and adverse market conditions are performed as pre-emptive measures in tracking the Fund's liquidity status to ensure there is sufficient cash holdings in addressing any liquidity concerns, which would mitigate potential risks in relation to meeting Unit Holders' redemption requests.
  - Suspension of redemption requests from the Unit Holders when the Target Fund is suspended as stipulated in "Suspension Policy of the Target Fund" under Section 4. Prior to triggering a suspension, we seek to manage this by allowing the Fund to hold up to 15% of its NAV in liquid assets which seeks to allow the Fund to have a sufficient buffer to meet the Unit Holders' redemption request. Suspension will only be triggered as a last resort and is in the best interest of Unit Holders to do so. The Manager will inform the Unit Holders in a timely and appropriate manner of the decision to suspend dealing in Units of the Fund. During the suspension period, the redemption requests from the Unit Holders will not be accepted and such redemption requests will be dealt on the next Business Day once the suspension is lifted.
  - Should the suspension of redemption request be triggered, the redemption proceeds will be paid to the Unit Holders from the Fund within five (5) Business Days upon receiving the redemption proceeds from the Target Fund as stipulated in "How to Redeem Units" under Section 6.

## Permitted Investments

Unless otherwise prohibited by the relevant authorities or any relevant law and provided always that there are no inconsistencies with the objective of the Fund, the Fund is permitted under the Deed to invest in the following:

- The Target Fund or a CIS having a similar objective;
- Money market instruments;
- Deposits with financial institutions; and
- Derivatives (for hedging purposes).

## Investment Restrictions and Limits

The investment restrictions and limits for the Fund shall be as follows, or any other limits as may be prescribed by the SC from time to time:

- (a) The Fund is a feeder fund which invests at least 85% of the Fund's NAV in the Target Fund;
- (b) The Fund may invest up to 15% of its NAV in the following permitted investments:
  - i. money market instruments that are dealt in or under the rules of an Eligible Market; and whose residual maturity does not exceed twelve (12) months;
  - ii. placement in short-term deposits; and
  - iii. derivatives for the sole purpose of hedging arrangement;
- (c) The Manager must ensure that investments in the Target Fund comply with the general requirements set out in the Guidelines;
- (d) The Fund must not invest in the following:
  - 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.
- (e) For investments in OTC derivatives, the counterparty of an OTC derivative must be a financial institution that has a minimum long-term credit rating of investment grade (including gradation and subcategories). 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;
- (f) Commitment approach is used to calculate the Fund's net market exposure to derivatives. It is calculated as the sum of the (a) absolute value of the exposure of each individual derivative not involved in netting or hedging arrangements; (b) absolute value of the net exposure of each individual derivative after netting or hedging arrangements; and (c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC derivatives; and
- (g) The Fund's global exposure from its derivatives position must not exceed the Fund's NAV at all times.

During temporary defensive position, the Fund's permitted investments is also subject to the following restrictions in addition to the above:

- (h) The Fund's investments in money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to money market instruments that do not have a pre-determined issue size;

- (i) The value of the Fund's investments in money market instruments issued by single issuer must not exceed 15% of the Fund's NAV ("**Single Issuer Limit**");
- (j) The aggregate value of the Fund's investments in, or exposure to, a single issuer through money market instruments, deposits, underlying assets of derivatives and counterparty exposure arising from the use of OTC derivatives must not exceed 25% of the Fund's NAV ("**Single Issuer Aggregate Limit**");
- (k) 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 ("**Group Limit**");
- (l) The Single Issuer Limit above may be raised to 35% of the Fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency;
- (m) Where the Single Issuer Limit is increased to 35% of the Fund's NAV, the Single Issuer Aggregate Limit above may be raised, subject to the above Group Limit not exceeding 35% of the Fund's NAV; and
- (n) The value of the Fund's placement in deposits with any single financial institution must not exceed 20% of the Fund's NAV. This limit does not apply to placements of deposits arising from:
  - i. subscription monies received prior to the commencement of investment by the Fund,
  - ii. 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
  - iii. monies held for the settlement of redemption or other payment obligations, where the placement of deposits with various financial institutions would not be in the best interest of Unit Holders.

Investment restrictions and limits mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. The Manager will notify the SC within seven (7) Business Days of any breach of investment limits and restrictions with the steps taken to rectify and prevent such breach from recurring. However, any breach as a result of any appreciation or depreciation in the value of the Fund's investments, repurchase of Units or payment made out of the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, need not be reported to the SC and must be rectified as soon as practicable within three (3) months from the date of the breach. The three (3) months period may be extended if it is in the best interests of Unit Holders and the Trustee's consent is obtained. Such extension will be subject to a monthly review by the Trustee.

#### **Investors' Profile**

Investors who:

- seek capital appreciation;
- want to participate in the global equity market;
- have a high risk tolerance; and
- have long-term investment horizon.

#### **Deed**

The deed dated 16 April 2025.

#### **Financial Year End**

31 May

### **RISK FACTORS**

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

##### **Inflation risk**

This risk refers to the risk that investor's investment in unit trust fund may not grow or generate income at a rate that keeps pace with inflation, thus reducing investor's purchasing power even though the investment in monetary terms may have increased.

##### **Management company risk**

The performance of a unit trust fund depends on the experience, expertise and knowledge of the management company. Should there be a lack of any of the above qualities by the management company, it may adversely affect the performance of the unit trust fund.

##### **Market risk**

Market risk refers to potential losses that may arise from adverse changes in the market conditions. Market conditions are generally, affected by, amongst others, economic and political stability. If the market which the unit trust fund invests in suffers a downturn or instability due to adverse economic or political conditions, this may adversely impact the market prices of the investments of a unit trust fund.

#### **Specific Risks when Investing in the Fund**

##### **Collective investment scheme risk**

Any adverse effect on the CIS which the Fund is investing in will impact the NAV of the Fund as the NAV of the Fund is dependent on the performance of the CIS.

##### **Country risk**

The Fund may be affected by risks specific to the country in which it invests. Such risks may be caused by but not limited to changes in the country's economic fundamentals, social and political stability, currency movements and foreign investment policies. These factors may have an impact on the prices of the Fund's investment in that country and consequently may also affect the Fund's NAV.

### **Currency risk**

As the investments of the Fund may be denominated in a currency other than the base currency of the Fund, any fluctuation in the exchange rate between the base currency of the Fund and the currency in which the investments are denominated may have an impact on the value of these investments. Investors should be aware that if the currency in which the investments are denominated depreciate against the base currency of the Fund, this will have an adverse effect on the NAV of the Fund in the base currency of the Fund and vice versa. Investors should note that any gains or losses arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investment.

The impact of the exchange rate movement between the base currency of the Fund and the currency of the respective Classes may result in an appreciation or depreciation of Unit Holder's holdings as expressed in the base currency.

The Fund may offer Units in multiple currency Classes, which will expose the Unit Holder to currency risk in respect to the currency of Units of a Class (e.g. RM denominated) against the base currency of the Fund.

The Fund will be offering a Hedged-class to reduce the currency risk of Units of the Hedged-class against the base currency of the Fund. Unit Holders should be made aware that hedging may not fully eliminate currency risk and any gains or losses arising from hedging may further increase or decrease the returns of the investment. The cost of hedging will be borne by the Hedged-class of the Fund and in the event of a favourable currency movement, the Hedged-class may not appreciate as much as an unhedged class of the same denomination.

### **Derivatives risk**

The Manager may use derivatives for hedging purposes. Derivatives' market values may be subject to wide fluctuations and expose the Fund to potential gains and losses due to mark-to-market value. Some of the risks associated with derivatives are, but not limited to, market risk, management company risk, counterparty risk, and liquidity risk.

To the extent hedging transactions are imperfect, there is no guarantee that it will be possible to remove all currency, interest rate or credit exposures. In the event the hedging strategy does not meet its intended objective, this could have an adverse impact on the NAV of the Fund.

In the event that the counterparty of the FDI is not able to fulfil its obligations especially in the event of its bankruptcy, this may lead to a loss to the Fund. Counterparty risk may be mitigated by conducting credit evaluation on the counterparty to ascertain the creditworthiness of the counterparty. Should there be a downgrade in the credit rating of the counterparty, we will evaluate the situation and reassess the creditworthiness of the counterparty. We will take the necessary steps in the best interest of the Fund.

### **Fund management of CIS risk**

While the Manager will exercise due skill and care in selecting the underlying CIS, it does not have control over the management of the underlying CIS which the Fund is investing in and there is no guarantee that the investment objective of the underlying CIS will be met. This may result in the NAV of the underlying CIS to be adversely affected.

### **Liquidity risk**

Liquidity risk in the context of this Fund is associated with the Target Fund's ability to meet the Fund's redemption request in a timely manner. If the Target Fund fails to meet the Fund's redemption request, it may jeopardise the Fund's ability to meet its own Unit Holders' request.

### **Related party transaction risk**

The Fund may invest in CIS of the Manager or other asset management companies which are related to the Manager and may also have dealings with parties related to these companies. However, all transactions with related parties are to be executed on terms which are best available to the Fund and based on best execution and at arms-length transaction between independent parties.

### **Suspension of redemption request risk**

The Manager may, in consultation with the Trustee and having considered the interests of Unit Holders, suspend the dealing in Units of the Fund, when the Target Fund is suspended, as stipulated in "Suspension Policy of the Target Fund" under Section 4. No application will be dealt with when the suspension of dealing of Units is triggered and this will limit the Unit Holders' right to freely redeem their Units in the Fund.

Where a suspension of dealing in Units is triggered and when the redemption application has been accepted, the Fund may defer application until the suspension is lifted.

Should the redemption request of the Fund be deferred due to total net redemption received by the Target Fund on a particular business day of the Target Fund be more than 10% of the net asset value of the Target Fund, redemptions may be deferred for processing. This is because the Management Company shall not be bound to redeem on any Valuation Day more than 10% of the net asset value of the Target Fund on such Valuation Day. As such, this will impact the Fund's ability to pay Unit Holders in a timely manner.

As such, Unit Holders should take note that the Fund will also defer redemption when the Target Fund defers redemption exceeding 10% of the Target Fund's net asset value.

The Fund will not be able to redeem the Units and will be compelled to remain invested in the Target Fund for a longer period of time. Hence, the investments will continue to be subject to the risks inherent to the Target Fund.

Prior to triggering a suspension, we seek to manage this by allowing the Fund to hold up to 15% of its NAV in liquid assets which seeks to allow the Fund to have a sufficient buffer to meet the Unit Holders' redemption request. Suspension will only be triggered as a last resort and is in the best interest of Unit Holders to do so. The Manager will inform the Unit Holders in a timely and appropriate manner of the decision to defer or suspend dealing in Units of the Fund. Should the suspension of redemption request be triggered, the redemption proceeds will be paid to the Unit Holders from the Fund within five (5) Business Days upon receiving the redemption proceeds from the Target Fund as stipulated in "How to Redeem Units" under Section 6.

## **SPECIFIC RISKS ASSOCIATED WITH THE TARGET FUND**

### **Counterparty and settlement considerations**

The Target Fund will be exposed to credit risk on the counterparties with which it trades particularly in relation to securities and other FDIs that are traded OTC. Such FDIs are not afforded the same protections as may apply to participants trading such securities on organised exchanges, such as the performance guarantee of an exchange clearing house.

The Target Fund will be subject to the possibility of the insolvency, bankruptcy, or default of a counterparty with which it trades, which could result in substantial losses to the Target Fund.

The Target Fund will also be exposed to a credit risk on parties with whom it trades securities and may also bear the risk of settlement default. Investors should also note that settlement mechanisms in emerging markets are generally less developed and reliable than those in more developed countries and that this therefore increases the risk of settlement default, which could result in substantial losses for the Target Fund in respect of investments in emerging markets.

### **Country specific risk**

The Target Fund invests in multiple countries hence it will be exposed to market, currency, and other risks related specifically to the economies of those countries. Government regulations and limitations on transactions and capital flows could negatively impact the Target Fund's performance. Country specific issues could magnify the negative performance of the Target Fund. The Target Fund may be subject to volatility and structural risks associated with specific countries, and performance may lag the performance of the Target Fund that invests in a diversified portfolio across many countries. Exposure to one or a limited number of countries market also increases the potential volatility of the Target Fund due to the increased concentration risk as they are less diversified compared to exposure to specific regional or global markets.

High market volatility and potential settlement difficulties in markets in certain countries or regions may also result in significant fluctuations in the prices of the securities traded on such markets and thereby may adversely affect the value of the Target Fund.

### **Derivatives risk**

The Target Fund may invest in derivatives which will be subject to risks. While the judicious use of derivatives by professional investment managers can be beneficial, derivatives involve risks different from, and, in some cases, greater than, the risks presented by more traditional securities investments. The Target Fund may use FDIs for hedging and efficient portfolio management purpose, however, the Target Fund's use of derivatives may become ineffective in such endeavours and the Target Fund may suffer significant losses. The leverage element of a "FDI" can result in a loss significantly greater than the amount invested in the FDI by the Target Fund. Some of the risks associated with derivatives are market risk, management risk, counterparty risk, liquidity risk, OTC transaction risk, operational risk and leverage risk.

Investments in derivatives may require the deposit of initial margin and additional margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the investment may be liquidated at a loss. Therefore, it is essential that such investments in derivatives are monitored closely. The Investment Manager and the Investment Sub-Manager have the necessary controls for investments in derivatives and have in place systems to monitor the derivative positions for the Target Fund.

The Investment Manager or the Investment Sub-Manager does not intend to use derivatives transactions for speculation or leverage but may use them for efficient portfolio management and/or risk management. Investors should refer to the paragraphs below for further information on the risks associated with derivatives and the risk management and compliance procedures and controls adopted by the Investment Manager or the Investment Sub-Manager in this respect. In particular, the investment in volatility derivatives, asset backed securities and mortgage-backed securities are subject to the following risk.

- (a) **Management risk**  
FDIs are highly specialised instruments that require investment techniques and risk analyses different from those associated with stocks and bonds. The use of an FDI requires an understanding not only of the underlying instrument but also of the derivative itself, without the benefit of observing the performance of the derivative under all possible market conditions.
- (b) **Counterparty risk**  
The use of FDIs involves the risk that a loss may be sustained as a result of the failure of another party to the contract (usually referred to as a "counterparty") to make required payments or otherwise comply with the contract's terms. The Target Fund will be exposed to credit risk on the counterparties with which it trades particularly in relation to derivatives that are not traded on a Regulated Market. The Target Fund will be subject to the possibility of the insolvency, bankruptcy or default of a counterparty with which it trades, which could result in substantial losses to the Target Fund.
- (c) **Liquidity risk**  
The Target Fund may lose money or be prevented from earning capital gains if or when particular derivatives are difficult to purchase or sell, possibly preventing the Target Fund from selling such securities at an advantageous time or price that would have been most beneficial to the Target Fund, or possibly requiring the Target Fund to dispose of other investments at unfavourable times and prices in order to satisfy its obligations.
- (d) **Lack of availability**  
Because the markets for certain FDIs are relatively new and still developing, suitable FDI transactions may not be available in all circumstances for risk management or other purposes. Upon the expiration of a particular contract, the portfolio manager may wish to retain the position of the Target Fund in the FDIs by entering into a similar contract but may be unable to do so if the counterparty to the original contract is unwilling to enter into the new contract and no other suitable counterparty can be found. There is no assurance that the Target Fund will engage in FDI transactions at any time or from time to time. The ability to use FDIs may also be limited by certain regulatory and tax considerations.
- (e) **Market and other risks**  
Like most other investments, FDIs are subject to the risk that the market value of the instruments will change in a way detrimental to the interest of the Target Fund. If a portfolio manager incorrectly forecasts the values of securities, currencies or interest rates or other economic factors in using FDIs, the Target Fund might have been in a better position if it had not entered into the transaction at all. While some strategies involving FDIs can reduce the risk of loss, they can also reduce the opportunity for gain or even result in losses by offsetting favourable price movements in other investments. The Target Fund may also have to buy

or sell a security at a disadvantageous time or price because the Target Fund is legally required to maintain offsetting positions or asset coverage in connection with certain FDI transactions.

Other risks in using FDIs include the risk of mispricing or improper valuation of FDIs and the inability of FDIs to correlate perfectly with underlying assets, rates and indices. Many FDIs, in particular, privately negotiated FDIs, are complex and often valued subjectively. Improper valuations can result in increased cash payment requirements to counterparties or a loss of value to the Target Fund. Also, the value of FDIs may not correlate perfectly, or at all, with the value of the assets, reference rates or indices they are designed to closely track. In addition, the use of FDIs may cause the Target Fund to realise higher amounts of short-term capital gains (generally taxed at ordinary income tax rates) than if the Target Fund had not used such instruments.

### **Emerging Markets Risk**

Potential investors should be aware that investment in emerging markets may involve, due to the economic and political development process which some of these countries are undergoing, a higher degree of risk and special consideration not typically associated with investment in more developed markets which could adversely affect the value of the investments. Among other things, investment in emerging markets involves risks such as the restriction on foreign investment, currency risk, political and economic uncertainties, legal and taxation risks, foreign exchange controls, regulatory risk, counterparty risk, higher market volatility, less public information about companies and the illiquidity of the companies' assets depending on the market conditions in certain emerging markets. Moreover, companies may be subject to considerably less state supervision and less differentiated legislation. Their accounting and auditing do not always match western standards.

Investments in some emerging countries are also exposed to higher risks in respect of the possession and custody of securities. Ownership of companies is for the most part determined by registration in the books of the company or its registrar (who is not, however, an agent of the depository nor liable to the latter). Certificates evidencing the ownership of companies are frequently not held by the depository, any of its correspondents or an efficient central depository. As a result and due to lack of efficient regulation by government bodies, the target fund may lose the possession of or the registration of shares in companies through fraud, serious fault or negligence.

When the Target Fund Investment Manager make investments in less developed markets, where accounting and other standards may be lower than seen elsewhere, their usual rigorous standards will be applied to endeavour that quality investments are purchased. The following statements are intended to illustrate the risks which in varying degrees are present in investing in emerging markets and less developed market instruments and the statement do not offer advice on the suitability of investments.

- (a) Legal Environment
  - The interpretation and application of decrees and legislative acts can be often contradictory and uncertain particularly in respect of matters relating to taxation.
  - Legislation could be imposed retrospectively or may be issued in the form of internal regulations not generally available to the public.
  - Judicial independence and political neutrality cannot be guaranteed.
  - State bodies and judges may not adhere to the requirements of the law and the relevant contract. There is no certainty that investors will be compensated in full or at all for any damage incurred.
  - Recourse through the legal system may be lengthy and protracted.
- (b) Currency risk – Conversion into foreign currency or transfer from some markets of proceeds received from the sale of securities cannot be guaranteed.
- (c) Taxation – Investors should not in particular that the proceeds from the sale of securities in some markets or the receipt of any dividends and other income may be or may become subject to tax, levies, duties or other fees or charges imposed by the authorities in that market, including taxation levied by withholding at source. Tax law and practice in certain countries into which the target fund invests or may invest in the future is not clearly established. It is therefore possible that the current interpretation of the law or understanding of practice might change, or that the law might be changed with retrospective effect. As a result, the target fund could become subject to additional taxation in such countries that is not anticipated either at the date of Prospectus or when investments are made, valued or disposed of.

### **Foreign exchange / currency risk**

As the Target Fund will invest in securities which are denominated in currencies other than the reference currencies of its class (e.g. USD), fluctuations in the exchange rates of these foreign currencies may have an impact on the income and value of the Target Fund. The Investment Manager has the discretion to and may hedge the foreign currency exposure (if any) of the Target Fund. Investors will be exposed to exchange rate risks if the Investment Manager does not hedge the foreign currency exposure (if any) of the Target Fund. Also, in the event a currency hedging strategy executed does not meet its intended objective this could have adverse impact to the value of the Target Fund. The net asset value of the Target Fund may be affected unfavourably by adverse movements in foreign currency exchange rates between the currencies of the underlying assets and the base currency of the Target Fund and the currency of the shares held by the Fund, as well as changes in exchange rate controls.

### **Political and/or regulatory risk**

The value of the assets of the Target Fund may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which an investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which an investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. Foreign ownership restrictions in some markets may mean that corporate action entitlements in relation to any CIS or other investments the Target Fund is invested in, may not always be secured or may be restricted.

### **Small-capitalisation/ Mid-capitalisation Risk**

Investment in securities of small-capitalisation/ mid-capitalisation companies can involve greater risk than that normally associated with larger, more established companies. In particular, small-capitalisation/ mid-capitalisation companies have limited product lines, markets or financial resources and may be dependent on their management comprising of a limited number of key individuals. Securities of small-capitalisation/ mid-capitalisation companies may also have lower liquidity and their prices are more volatile to adverse economic developments, that those of larger capitalisation companies in general, as a result of inadequate trading volume or restrictions on trading and this may result in fluctuations in the price of the Target Fund units.

**Volatility and liquidity risk**

Securities in certain markets may be subject to higher volatility and lower liquidity compared to more developed markets. The prices of such securities may be subject to fluctuations. The bid and offer spreads of the price of such securities may be large and the Target Fund may incur significant trading costs.

The Target Fund could face liquidity risk arising from investments in securities that have low trading volumes, imposed trading restrictions or temporary suspensions from trading. Investments in securities that have high liquidity risk may reduce return or incur substantial losses to the Target Fund if the Target Fund is unable to sell these securities at opportune times or prices. Liquidity could dry up in a very short time especially during a crisis.

**THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH INVESTORS SHOULD CONSIDER BEFORE INVESTING INTO THE FUND. INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME. INVESTORS SHOULD CONSULT A PROFESSIONAL ADVISER FOR A BETTER UNDERSTANDING OF THE RISKS.**

## **BASES OF VALUATION FOR THE FUND**

The bases of valuation of the respective asset classes of the Fund are as follows:

### **CIS**

Investments in CIS which are quoted on an exchange will be valued each day based on the closing market price. However, if a valuation based on market price does not represent the fair value of the CIS, for example during abnormal market conditions or no market price is available, including in the event of a suspension in the quotation of the said CIS for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, then the said CIS should be valued at fair value, as determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.

Investments in unlisted CIS will be valued each day based on the last published repurchase price.

### **Money market instruments**

Money market instruments will be valued each day based on the price quoted by a bond pricing agency registered with the SC.

### **Deposits**

Deposits placed with financial institutions will be valued each day by reference to the principal value of such investments and interest accrued thereon, if any, for the relevant period.

### **Derivatives**

Derivative instruments are marked-to-market on a daily basis, where possible. Otherwise, the valuation will be based on fair value as determined in good faith by the Manager on methods or bases that have been verified by the auditor of the Fund and approved by the Trustee.

## **VALUATION OF THE FUND**

### **Valuation Point**

The Fund will be valued at least once every Business Day. The Fund adopts a forward pricing basis which means that prices of Units will be calculated based on the NAV of the Fund at the next valuation point after the application to purchase or redeem Units is received by the Manager.

As the Fund invests in foreign markets, the valuation of the Fund is conducted after the close of a Business Day but not later than 5.00 p.m. of the following Business Day (T+1) due to the different time zones of the foreign markets. Consequently, the daily NAV of the Fund will be published two (2) Business Days later instead of the next Business Day. If application for sale or redemption is received by the Manager on or before the cut-off time of 4.00 p.m. on any Business Day, say, Tuesday, the Tuesday's Unit pricing shall apply and will be calculated on Wednesday (if Wednesday is a Business Day). Tuesday's Unit pricing will be published on Thursday (T+2).

You may contact the Manager directly or visit the Manager's website, [www.eastspring.com/my](http://www.eastspring.com/my), to obtain the latest NAV per Unit of the Fund.

## **POLICY ON GEARING**

The Fund is not permitted to obtain cash financing or borrow other assets (including those within the meaning of the Securities Borrowing and Lending Guidelines) in connection with its activities. However, the Fund may obtain cash financing for the purpose of meeting redemption request for Units and for short-term bridging requirement. Such financings are subject to the following:

- the Fund's financing is only on a temporary basis and that financing is not persistent;
- the financing period should not exceed a month;
- the aggregate financing of the Fund should not exceed 10% of the Fund's NAV at the time the financing is incurred; and
- the Fund may only obtain financing from financial institutions.

## 4. INFORMATION IN RELATION TO THE TARGET FUND

### Target Fund

Eastspring Investments – Global Dynamic Growth Equity Fund

### Base Currency

USD

### Inception Date of the Target Fund

6 April 2018

### Country of Origin

Luxembourg

### Regulatory Authority

CSSF

### Legislation Applicable to the Target Fund

2010 Law

### Class

D - USD

### Income Distribution

There is no income distribution under this class.

### Eastspring Investments

Eastspring Investments is an investment company organised as a *société anonyme* under the laws of the Grand Duchy of Luxembourg and qualifies as a *société d'investissement à capital variable* ("SICAV"). The SICAV was incorporated in Luxembourg on 20 March 2001 for an unlimited period. The last consolidated version of the Articles of Incorporation of the SICAV was deposited with the *Registre de Commerce et des Sociétés*, Luxembourg on 12 February 2020. The mention of such deposit was published in the *RESA – Recueil Electronique des Sociétés et Associations* of Luxembourg on 14 February 2020. The SICAV is registered with the *Registre de Commerce et des Sociétés*, Luxembourg under number B-81 110. The Articles of Incorporation of the SICAV are on file with the *Registre de Commerce et des Sociétés* of Luxembourg.

The SICAV has appointed Eastspring Investments (Luxembourg) S.A., R.C.S. Luxembourg B 173737, to act as its management company. The Management Company is a management company governed by Chapter 15 of the 2010 Law and is authorised to perform in particular the functions of collective portfolio management within the meaning of article 101(2) of the 2010 Law, including without limitation the creation, administration, management and marketing of UCITS. The Management Company will perform its functions, duties and responsibilities in accordance with the provisions of the management company agreement and in compliance with the prospectus of the Target Fund, Articles of Incorporation, the 2010 Law, CSSF Regulation 10-4 transposing Commission Directive 2010/43/EU of 1 July 2010 implementing Directive 2009/65/EC of the European Parliament and of the Council as regards organisational requirements, conflicts of interest, conduct of business, risk management and content of the agreement between a depositary and a management company, as well as all other applicable laws and regulations.

Eastspring Investments (Singapore) Limited has been appointed as investment manager of the SICAV to advise and to manage, under the overall control and responsibility of the board of directors of the Management Company, the securities portfolio of the Target Fund.

Eastspring Investments (Singapore) Limited, which is incorporated in the Republic of Singapore is an ultimately wholly-owned subsidiary of Prudential plc, and its principal activities are those relating to the provision of fund management and investment advisory services.

### Eastspring Investments (Singapore) Limited

Eastspring Investments (Singapore) Limited was incorporated in Singapore in 1994 and has been managing discretionary funds since 1995. Eastspring Investments (Singapore) Limited manages SGD192.27 billion of which approximately SGD165.25 billion are discretionary funds managed in Singapore, as at 31 December 2024.

Eastspring Investments (Singapore) Limited is an ultimately wholly-owned subsidiary of Prudential plc. Eastspring Investments (Singapore) Limited and Prudential are not affiliated in any manner with Prudential Financial, Inc., a company whose principal place of business is in the United States of America or with the Prudential Assurance Company, a subsidiary of M&G plc, a company incorporated in the United Kingdom.

### Investment Objective of the Target Fund

The Target Fund aims to provide superior capital growth by investing primarily in shares of companies with strong growth potential. The Target Fund uses a bottom-up earnings growth style, looking at a company's revenue, earnings, profitability, earnings quality and growth potential, as well as an industry's strength and the prevailing macroeconomic landscape.

When selecting investments, the Investment Sub-Manager pays particular attention to accelerating sales and earnings growth rates, strong earnings momentum and positive earnings surprise, high earnings quality and technical factors.

Sector and country allocations are generally determined by where the Investment Sub-Manager finds the best investment opportunities.



The Target Fund will generally invest in companies with market capitalisation of greater than USD500 million at the time of purchase, but is permitted to hold companies with market capitalisation below this threshold. Exchanges in which the Target Fund invests include, but not limited to, the major exchanges located in North America, Europe and Asia Pacific.

### Investment Sub-Manager of the Target Fund

The Investment Sub-Manager of the Target Fund is AGF Investments Inc.

AGF Investments Inc.'s parent company, AGF Management Limited ("**AGF**"), is an independent and globally diversified asset management firm delivering excellence in investing in the public and private markets through its three distinct business lines: AGF Investments, AGF Capital Partners and AGF Private Wealth. The firm's investment solutions, driven by its fundamental, quantitative and private investing capabilities, extends globally to a wide range of clients. Founded in 1957 and headquartered in Toronto, Canada, AGF has investment operations and client servicing teams in North America and Europe.

AGF has managed discretionary funds since the inception of the firm in 1957 and its primary regulator is the Ontario Securities Commission.

### Investment Policies of the Target Fund

The Investment Sub-Manager, employs a bottom-up earnings growth style, looking at a company's revenue, earnings, profitability, earnings quality and growth potential. The investment process begins with a global investment universe that is narrowed to a list of over three hundred and fifty (350) companies through a variety of both qualitative and quantitative screens. The quantitative screens identify companies that exhibit growth characteristics such as revenue growth, earnings growth, positive earnings revisions and free cash flow. Qualitative analysis continues to narrow the investable universe to over two hundred (200) companies through on-going targeted research, ensuring each candidate for inclusion exhibits strong fundamentals. A catalyst identification process singles out potential purchase candidates. Factors scrutinised at this stage include market share trends, research and development, free cash flow generation and profitability. The resulting high-conviction portfolio consists of twenty-five (25) – forty (40) companies that exhibit strong growth characteristics.

The Target Fund aims to outperform the return of MSCI AC World Index ("**Benchmark**"). The Target Fund is actively managed. The Benchmark has been selected because it is representative of the investment universe of the Target Fund, and it is therefore an appropriate performance comparator. The majority of the Target Fund's equity securities will not necessarily be components of, or have weightings derived from the Benchmark. The Investment Manager may use its discretion to overweight or underweight certain components of the Benchmark and may invest in companies or sectors not included in the Benchmark in order to take advantage of specific investment opportunities. It is thus expected that the performance of the Target Fund will moderately deviate from the Benchmark.

### PERMITTED INVESTMENTS AND INVESTMENT RESTRICTIONS OF THE TARGET FUND

The permitted investments of the Target Fund are as follows:

- (1) The Target Fund may only invest in:
  - 1.1. transferable securities and money market instruments admitted to or dealt in on a Regulated Market;
  - 1.2. transferable securities and money market instruments dealt in on another Regulated Market in a Member State which operates regularly and is recognised and open to the public;
  - 1.3. transferable securities and money market instruments admitted to official listing on a stock exchange in a non-Member State or dealt in on another Regulated Market in a non-Member State which operates regularly and is recognised and open to the public located within any other country of Europe, Asia, Oceania, the American continents or Africa;
  - 1.4. recently issued transferable securities and money market instruments, provided that the terms of issue include an undertaking that application will be made for admission to official listing on a stock exchange or to another Regulated Market referred to under sub-sections (1)(1.1) to (1.3) above and that such admission is secured within one (1) year of issue;
  - 1.5. shares or units of UCITS authorised according to the UCITS Directive and/or other UCI within the meaning of Article 1(2) (a) and (b) of the UCITS Directive, should they be situated in a Member State or not, provided that:
    - (a) such other UCI are authorised under laws which provide that they are subject to supervision considered by the CSSF to be equivalent to that laid down in community law, and that cooperation between authorities is sufficiently ensured;
    - (b) the level of guaranteed protection for unit holders in such other UCI is equivalent to that provided for unit-holders in a UCITS, and in particular that the rules on asset segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of the UCITS Directive;
    - (c) the business of the other UCI is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period;
    - (d) no more than 10% of the UCITS or the other UCI assets, whose acquisition is contemplated, can be, according to its fund rules or instruments of incorporation, invested in aggregate in units of other UCITS or other UCIs;
    - (e) the Target Fund may not invest in units of other UCITS or UCIs for more than 10% of its assets, unless otherwise provided in respect of the Target Fund's investment policy.
  - 1.6. deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than twelve (12) months, provided that the credit institution has its registered office in a Member State or, if the registered office of the credit institution is situated in a non-Member State provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in community law;
  - 1.7. FDIs, including equivalent cash-settled instruments, dealt in on a Regulated Market referred to in sub-sections (1)(1.1) to (1.3); and/or OTC derivatives, provided that:
    - (a) the underlying consists of instruments covered by this sub-section (1), financial indices, interest rates, foreign exchange rates or currencies, in which the SICAV may invest according to its investment objectives as stated in the SICAV's articles of incorporation,
    - (b) the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the CSSF, and

- (c) the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair market value at the SICAV's initiative.
- 1.8. money market instruments other than those dealt in on a Regulated Market and referred to in sub-sections (1)(1.1) to (1.4) above, if the issue or issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that they are:
- (a) issued or guaranteed by a central, regional or local authority, a central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, a non-Member State or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which one or more Member States belong, or
  - (b) issued by an undertaking any securities of which are dealt in on Regulated Markets referred to in sub-sections (1)(1.1) to (1.3), or
  - (c) issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by community law or by an establishment which is subject to and comply with prudential rules considered by the CSSF to be at least as stringent as those laid down by community law, or
  - (d) issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in sub-sections (1)(1.8)(a) to (c) and provided that the issuer is a company whose capital and reserves amount at least to ten million Euros (EUR 10,000,000.-) and which presents and publishes its annual accounts in accordance with Fourth Directive 78/660/EEC, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.
- (2) However, the Target Fund:
- (a) may invest up to 10% of its net assets in transferable securities and money market instruments other than those referred to in sub-section (1) above;
  - (b) may acquire movable and immovable property which is essential for the direct pursuit of the Target Fund's business;
  - (c) may not acquire either precious metals or certificates representing them;
  - (d) may invest on an ancillary basis (i.e., up to 20% of the net assets of the Target Fund) in liquid assets (i.e. bank deposits at sight) in order to cover current or exceptional payments, or for the time necessary to reinvest in eligible assets under the 2010 Law or for a period of time strictly necessary in case of unfavourable market conditions; and
  - (e) may invest in money market instruments and/or money market funds for liquidity management purposes and/or to deal with adverse market conditions.
- (3) Furthermore, the Target Fund may also subscribe for, acquire and/or hold shares issued or to be issued by one or more other sub-funds of the SICAV, if:
- (a) the target sub-fund does not, in turn, invest in the Target Fund invested in this target sub-fund; and
  - (b) no more than 10% of the net assets of the target sub-funds whose acquisition is contemplated may, pursuant to the prospectus of the Target Fund and the articles of incorporation, be invested in shares of other target sub-funds; and
  - (c) voting rights, if any, attaching to the relevant shares are suspended for as long as they are held by the Target Fund; and
  - (d) in any event, for as long as these shares are held by the Target Fund, their value will not be taken into consideration for the purposes of verifying the minimum threshold of the net assets imposed by the 2010 Law.
- (4) Lastly, the SICAV may also, to the widest extent permitted by the 2010 Law and all applicable Luxembourg regulations:
- (a) create a sub-fund qualifying either as a feeder UCITS sub-fund or as a master UCITS sub-fund;
  - (b) convert any existing sub-fund into a feeder UCITS sub-fund;
  - (c) change the master UCITS of any feeder UCITS sub-fund.

#### **Risk Diversification**

- (5) In accordance with the principle of risk diversification, the Target Fund will invest no more than 10% of its net assets in transferable securities or money market instruments issued by the same body. The Target Fund may not invest more than 20% of its net assets in deposits made with the same body.
- (6) The risk exposure to a counterparty of the Target Fund in an OTC derivative transaction may not exceed 10% of its net assets when the counterparty is a credit institution referred to in sub-section (1)(1.6) above, or 5% of its net assets in any other case.
- (7) Moreover, the total value of the transferable securities and money market instruments held by the Target Fund in the issuing bodies in each of which it invests more than 5% of its net assets must not exceed 40% of the value of its net assets. This limitation does not apply to deposits and OTC derivative transactions made with financial institutions subject to prudential supervision.
- (8) Notwithstanding the limits laid down in sub-sections (5) and (6) above, the Target Fund may not combine:
- (a) investments in transferable securities or money market instruments issued by,
  - (b) deposits made with and/or,
  - (c) exposures arising from OTC derivatives transactions undertaken with a single body in excess of 20% of its net assets.
- (9) The following exceptions can be made:
- (a) The aforementioned limit of 10% can be raised to a maximum of 25% for certain debt securities if they are issued by credit institution whose registered office is situated in a Member State and which is subject, by virtue of law, to particular public supervision for the purpose of protecting the holders of such debt securities. In particular, the amounts resulting from the issue of such debt securities must be invested, pursuant to the law in assets which sufficiently cover, during the whole period of validity of such debt securities, the liabilities arising there from and which are assigned to the preferential repayment of capital and accrued interest in the case of default by the issue. If the Target Fund invests more than 5% of its net assets in such debt securities as referred to above and issued by the same issuer, the total value of such investments may not exceed 80% of the value of the Target Fund's net assets.
  - (b) The aforementioned limit of 10% can be raised to a maximum of 35% for transferable securities or money market

instruments issued or guaranteed by a Member State, by its local authorities, by another Eligible State or by public international bodies of which one or more Member States are members.

- (c) The transferable securities and money market instruments referred to in exceptions (a) and (b) are not included in the calculation of the limit of 40% laid down in sub-section (7) above.
  - (d) The limits stated under sub-sections (5) to (8) and (9)(a) and (b) above, may not be combined and, accordingly, investments in transferable securities or money market instruments issued by the same body or in deposits or derivatives instruments made with this body in accordance with sub-sections (5) to (8) and (9)(a) and (b) above, may not, in any event, exceed a total of 35% of the Target Fund's net assets.
  - (e) Companies which are included in the same group for the purposes of consolidated accounts, as defined in accordance with Directive 83/349/EEC or in accordance with recognised international accounting rules are regarded as a single body for the purpose of calculating the limits contained in sub-sections (5) to (9).
  - (f) The Target Fund may invest in aggregate up to 20% of its assets in transferable securities and money market instruments with the same group.
- This limit is 35% where that proves to be justified by exceptional market conditions in Regulated Markets where certain transferable securities or money market instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.
- (10) When a transferable security or money market instrument embeds a derivative, the latter must be considered when complying with the requirements of the above-mentioned restrictions.
  - (11) **The Target Fund is authorised to invest in accordance with the principle of risk spreading up to 100% of its net assets in different transferable securities and money market instruments issued or guaranteed by a Member State, its local authorities, an OECD member country, a G-20 member country, or public international bodies of which one (1) or more Member State(s) are members, provided that in such event the Target Fund must hold securities from at least six (6) different issues, but securities from any one issue may not account for more than 30% of the total amount.**
  - (12) The Target Fund may, in compliance with applicable regulations, enter into securities lending transactions to ensure efficient portfolio management. However, the Target Fund does not intend to participate in securities lending and repurchase transactions at this juncture. Should the Target Fund decide to enter into securities lending transactions in the future, this Prospectus will be updated.
  - (13) The SICAV will not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
  - (14) The Target Fund may not acquire more than:
    - (a) 10% of non-voting shares of the same issuer,
    - (b) 10% of the debt securities issued by the same issuer,
    - (c) 25% of the units of the same UCITS and/or other UCI or
    - (d) 10% of the money market instruments of the same issuer.

The limits laid down in the second, third and fourth indents may be disregarded at the time of acquisition if at that time the gross amount of debt securities or money market instruments, or the net amount of the securities in issue, cannot be calculated.

- (15) The limits of sub-sections (13) and (14) above are waived as to:
  - (a) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
  - (b) transferable securities and money market instruments issued or guaranteed by a non-Member State;
  - (c) transferable securities and money market instruments issued by public international bodies of which one (1) or more Member States are members;
  - (d) shares held in the capital of a company incorporated in a non-Member State and investing its assets mainly in securities of issuers having their registered office in that State, if under the legislation of that State such a holding represents the only way in which the Target Fund can invest in the securities of the issuers of that State. This derogation only applies if the company has an investment policy complying with sub-sections (5) to (9) (a) to (f) as well as sub-sections (12) to (14) above. If the limits stated in sub-sections (5) to (9) (a) to (f) above are exceeded, the provisions laid down in (11) and (19) shall apply mutatis mutandis;
  - (e) shares held by the Target Fund in the capital of one (1) or more subsidiary companies carrying on only the business of management, advice or marketing in the country/ state where the subsidiary is located, in regard to the repurchase of units at shareholders' request exclusively on its or their behalf.
- (16) The Target Fund may not borrow more than 10% of its net assets, and then only from financial institutions and on a temporary basis. The Target Fund may, however, acquire foreign currency by means of a back-to-back loan. The Target Fund will not purchase securities while borrowings are outstanding in relation to it, except to fulfil prior commitments and/or exercise subscription rights. However, the Target Fund can borrow up to 10% of its net assets to make possible the acquisition of immovable property essential for the direct pursuit of its business. In this case, these borrowings and those referred to above (temporary borrowings) may not in any case in total exceed 15% of the Target Fund's net assets.
- (17) The SICAV may not grant credits or act as guarantor for third parties. This limitation does not prevent the SICAV to purchase securities that are not fully paid up, nor to lend securities as further described thereunder. This limitation does not apply to margin payments on option deals and other similar transactions made in conformity with established market practices.
- (18) The Target Fund will not purchase any securities on margin (except that the Target Fund may obtain such short-term credit as may be necessary for the clearance of purchases and sales of securities) or make short sales of securities or maintain a short position. Deposits on other accounts in connection with option, forward or financial futures contracts, are, however, permitted within the limits provided for here below.
- (19) The board of directors of the SICAV is authorised to introduce further investment restrictions at any time in the interests of the shareholders, provided these are necessary to ensure compliance with the laws and regulations of those countries in which the SICAV's shares are offered and sold. In this event, the prospectus of the Target Fund will be updated accordingly.
- (20) If any of the above limitations are exceeded for reasons beyond the control of the SICAV and/or the Target Fund or as a result

of the exercise of subscription rights attaching to transferable securities or money market instruments, the SICAV and/or the Target Fund must adopt, as a priority objective, sales transactions for the remedying of that situation, taking due account of the interests of its shareholders.

- (21) Should the Target Fund be registered with the Taiwan Securities and Futures Commission at a future date, the following investment restrictions for derivatives (as may be amended from time to time) shall apply:
- (a) The global risk exposure of netted derivatives open position that the Target Fund holds for purpose of increasing investment yield shall not be over 40% of the net assets of the Target Fund;
  - (b) The total contract value of the derivatives short position that the Target Fund holds for hedging purposes shall not exceed the total market value of the hedged assets.

#### **Risk Warning**

- (22) The SICAV must not neglect the following risks/ terms that are linked to the investment in units of other open-ended and closed-ended UCI:
- (a) If the investment is done in another open-ended or closed-ended UCI which is not subject to any permanent control for the protection of the investors, required by the 2010 Law and carried out by a supervisory authority in its home country, there is less protection against possible losses.
  - (b) Due to possible legal, contractual or juridical constraints, the possibility exists that the investments in other open-ended and closed-ended UCI may only be sold with difficulty.

### **RISK MANAGEMENT**

#### **Liquidity Risk Management**

Liquidity risk is the risk that a particular position cannot be easily unwound or offset due to insufficient market depth or market disruption; or that the Target Fund's financial obligations (such as investor redemptions) cannot be met. An inability to unwind a particular investment or portion of the Target Fund's assets may have a negative impact on the value of the Target Fund and to the Target Fund's ability to meet its investment objectives. Additionally, an inability to unwind the Target Fund's assets may have negative implications for investors being able to redeem in a timely fashion, and also to investors who remain invested in the Target Fund.

The Investment Manager has established a liquidity management policy which enables it to identify, assess, monitor and manage the liquidity risks of the Target Fund and to ensure that the liquidity profile of the investments of the Target Fund will facilitate compliance with the Target Fund's obligation to meet redemption requests. Such policy, combined with the liquidity management tools that may be employed, also seeks to achieve fair treatment of shareholders and safeguard the interests of remaining shareholders in case of sizeable redemptions.

The oversight of the liquidity risk management function will be performed by the investment risk department of the Investment Manager and by the permanent risk management function of the Management Company, which are functionally independent from the investment management function, to assess the liquidity of the Target Fund's assets under the current and likely future market conditions.

Liquidity stress testing is performed regularly by the investment risk department of the Investment Manager to assess the Target Fund's estimated liquidity under a determined set of stress market conditions. Liquidity risk monitoring is continuously assessed by the investment risk department and the permanent risk management function and is reported regularly to the Investment Manager, the risk management committee, the Management Company and the board of directors of the SICAV.

The following tools may be employed by the Management Company to manage liquidity risks:

- (a) the Management Company shall not be bound to redeem on any Valuation Day more than 10% of the net asset value of the Target Fund on such Valuation Day. If such limitation is imposed, this would restrict the ability of a shareholder (such as the Fund) to redeem the shares he intends to redeem on a particular redemption day;
- (b) the Management Company may suspend redemption under exceptional circumstances. During such period of suspension, shareholders (including the Fund) would not be able to redeem their shares of the Target Fund;
- (c) the board of directors of the SICAV may, at its discretion, make a price adjustment to the net asset value per share of the Target Fund (for example, when the Target Fund is experiencing a net outflow of redemptions that requires significant sales of assets or when the Target Fund is experiencing significant levels of net subscriptions relative to its size) to mitigate the effect of dilution. For the Target Fund, price adjustment may either be implemented at the Target Fund's level or at a share class level, depending on the circumstances. For details, please refer to "Pricing Adjustment Policy / Swing Pricing of the Target Fund" below in this section. As a result of such adjustment, the net asset value per share will be higher or lower than the net asset value per share which otherwise would be if such adjustment has not been made; and
- (d) the Target Fund may not borrow more than 10% of its net assets, and then only from financial institutions and on a temporary basis. There can be no assurance that the Target Fund will be able to borrow on favourable term.

#### **Use of Certain Techniques and Instruments**

The SICAV may use FDIs for hedging and efficient portfolio management purposes.

The Management Company, on behalf of the SICAV may, for the Target Fund, for the purpose of efficient portfolio management of the assets of the Target Fund and/or to protect its assets and commitments, employ certain techniques and instruments. Efficient portfolio management transactions may not include speculative transactions. These transactions must be economically appropriate (this implies that they are realized in a cost-effective way) and be entered into for one (1) or more of the following specific aims:

- the reduction of risks;
- the reduction of cost; or
- the generation of additional capital gain or income for the Target Fund with an appropriate level of risk, taking into account its risk profile and the risk diversification rules laid down in the investment restrictions.

These transactions include but not limited to the following:

- using swap contracts to adjust interest rate risk;
- using currency derivatives to manage currency risk;
- writing covered call options to generate additional income;
- market access pending the availability of relevant custody accounts on behalf of the Target Fund;
- using volatility derivatives to adjust volatility risk; and
- using securities lending transactions.

The relating risks of these transactions must be adequately captured by the risk management process.

The Management Company, on behalf of the SICAV must ensure that the overall risk associated with derivatives does not exceed the net assets of the Target Fund. The following are taken into account in computing risk: the market value of the underlying instruments, the risk of default, future foreseeable market developments and the period within which the positions are to be liquidated. This also applies to the following two points:

- In the case of investments in derivatives, the overall exposure for the underlying instruments may not exceed the investment limits set forth in the investment restrictions. Investments in index-based derivatives need not be taken into account in the case of the investment limits set forth in the investment restrictions.
- If a derivative has a security or money market instrument as the underlying, it has to be taken into account with regard to compliance with the rules set forth under in the investment restrictions.

In no case whatsoever must recourse to transactions involving derivatives or other financial techniques and instruments cause the Management Company, on behalf of the SICAV to depart from the investment objectives set out in the prospectus of the Target Fund or add substantial supplementary risks in comparison to the SICAV's general risk policy (as described in the prospectus of the Target Fund).

In addition, the FDIs must comply with the provisions contained in the investment restrictions.

Should the Management Company on behalf of the SICAV decide to enter into derivative transactions for purposes other than hedging and/or efficient portfolio management purposes, the investment policy of the Target Fund will be amended accordingly.

### **Commitment Approach**

The method used to calculate the global exposure of the Target Fund to derivative instruments is the commitment approach.

The Management Company, on behalf of the SICAV shall ensure that the Target Fund's global exposure relating to derivative instruments does not exceed the total net value of its portfolio. The risk exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

### **Collateral Policy**

The collateral policy of the SICAV is as follows:

- permitted types of collateral: cash collateral, government bonds of OECD countries, investment grade corporate bonds, supranational bonds, agency bonds and equities.
- level of collateral: fully collateralized, subject to decisions thresholds as per relevant credit support annex.
- safekeeping of collateral: collateral received is safe-kept with the depositary of the Target Fund or third-party delegates of the depositary, as appropriate.
- haircut policy: no haircut.
- re-investment policy: only reinvestment of cash collateral; non-cash collateral will not be re-invested.

### **PRICING ADJUSTMENT POLICY / SWING PRICING OF THE TARGET FUND**

The actual cost of purchasing or selling assets and investments for the Target Fund may however deviate from the latest available price or net asset value used, as appropriate, in calculating the net asset value per share of the Target Fund due to duties and charges and spreads from buying and selling prices of the underlying investments. These costs have an adverse effect on the value of the Target Fund and are known as "dilution". To mitigate the effects of dilution, the board of directors of the SICAV may, at its discretion, make a price adjustment to the net asset value per share of the Target Fund.

Shares of the Target Fund will in principle be issued, redeemed and converted on the basis of a single price, i.e., the net asset value per share. However - to mitigate the effect of dilution - the net asset value per share may be adjusted for any Valuation Day in the manner set out below depending on whether or not the Target Fund is in a net subscription position or in a net redemption position for such Valuation Day to arrive at the applicable adjusted price (the "Adjusted Price"). Where there is no dealing in the Target Fund or class of the Target Fund on any Valuation Day, the applicable price will be the unadjusted net asset value per share. The board of directors of the SICAV will retain the discretion in relation to the circumstances under which to make such a price adjustment. As a general rule, the requirement to make a price adjustment will depend on whether the net volume of subscriptions, redemptions or conversions of shares in the Target Fund exceeds a certain threshold, as determined by the board of directors of the SICAV, that will require significant purchases of assets or sales of assets in order to provide the required liquidity. The board of directors of the SICAV may make a price adjustment if, in its opinion, the existing shareholders (in case of subscriptions or conversions) or remaining shareholders (in case of redemptions or conversions) might otherwise be adversely affected. In particular, the price adjustment may be made where, for example but without limitation:

- a) the Target Fund is in continual decline (i.e. is experiencing a net outflow of redemptions that requires significant sales of assets);
- b) the Target Fund is experiencing significant levels of net subscriptions relative to its size;
- c) the Target Fund is experiencing a net subscription position or a net redemption position on any Valuation Day that requires significant purchases or sales of assets;
- d) in any other case where the board of directors of the SICAV is of the opinion that the interests of shareholders require the imposition of a price adjustment.

The price adjustment will involve adding to, when the Target Fund is in a net subscription position, and deducting from, when the Target Fund is in a net redemption position, the net asset value per share such figure as the board of directors of the SICAV considers an appropriate figure to meet duties and charges and spreads. In particular, the net asset value of the Target Fund will be adjusted (upwards or downwards) by an amount which reflects (i) the estimated fiscal charges, (ii) dealing costs that may be incurred by the Target Fund and (iii) the estimated bid/offer spread of the assets in which the Target Fund invests. As certain stock markets and jurisdictions may have different charging structures on the buy and sell sides, the resulting adjustment may be different for net inflows than for net outflows. Adjustments will however be limited to a maximum of 2% of the then applicable net asset value per share. However, under exceptional circumstances the board of directors of the SICAV may, in the interest of shareholders, decide to increase beyond the maximum swing factor indicated above. In such case board of directors of the SICAV would inform the investors.

The Adjusted Price of each class in the Target Fund will be calculated separately but any price adjustment will in percentage terms affect the Adjusted Price of each class in an identical manner. On the occasions when the price adjustment is not made there may be an adverse impact on the total assets of the Target Fund.

For the avoidance of doubt, for the Target Fund, price adjustment may either be implemented at the Target Fund's level or at a share class level, depending on the circumstances and does not address the specific circumstances of each individual investor transaction.

## REDEMPTION POLICY OF THE TARGET FUND

Any shareholder (such as the Fund) has the right at any time to have all or part of his shares in the Target Fund redeemed by the Management Company. Any shares redeemed by the Management Company will be cancelled.

Any request for redemption shall be irrevocable except during any period when the determination of the net asset value of the Target Fund is suspended by the Management Company as described in the "Suspension Policy of the Target Fund" section below. In the absence of revocation, redemption will occur as of the first applicable Valuation Day after the end of suspension.

The redemption price of shares may be higher or lower than the subscription price paid by the shareholder at the time of subscription, depending on whether the net asset value has appreciated or depreciated.

The SICAV shall have the right if the board of directors of the SICAV so determines and with the consent of the redeeming shareholders(s), to satisfy payment of the redemption price to any shareholder in whole or in part "in-kind" by allocating to such shareholders assets of the Target Fund equal in value as of the Valuation Day on which the redemption price is calculated to the net asset value of the shares to be redeemed, as the case may be adjusted in accordance with the "Pricing Adjustment Policy / Swing Pricing of the Target Fund" section above. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other shareholders. Any such in-kind redemptions will be valued in a report by the auditors which qualifies as a *"réviseur d'entreprises agréé"*. The cost of such report shall be borne by the redeeming shareholder(s) unless such in-kind payments are in the interests of all the shareholders in which case such costs will be borne entirely or partially by the Target Fund.

Settlements will normally be made by electronic transfer. The settlement period for payments of redemption proceeds is within three (3) business days of the Target Fund from the relevant Valuation Day, subject to the redemption request is in good order. Any non-business days for the Target Fund falling within the settlement period are excluded from the calculation of the settlement date. If, on the settlement date, the banks are not open for business in the country of the currency settlement and/or the country of the reference market of the Target Fund, then settlement will be on the next business day of the Target Fund on which those banks are open. Upon request of a shareholder, the Management Company may authorise a shorter settlement period for the payment of redemption proceeds, if approved by the Investment Manager in the interest of shareholder and sufficiently justified (e.g. in order to anticipate a Luxembourg bank holiday).

## SUSPENSION POLICY OF THE TARGET FUND

The Management Company may suspend the determination of the net asset value of the Target Fund and the issue and redemption of the shares of the Target Fund as well as the conversion from and to shares of the Target Fund, in consultation with the depositary of the Target Fund, having regard to the best interest of the shareholders during:

- any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of the Target Fund from time to time is quoted, is closed otherwise than for ordinary holidays, or during which dealings thereon are restricted or suspended;
- the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of assets owned by the Target Fund would be impracticable;
- any breakdown in the means of communication normally employed in determining the price or value of any of the investments attributable to the Target Fund or the current prices or values on any market or stock exchange;
- any period when the SICAV is unable to repatriate funds for the purpose of making payments on the redemption of shares of the Target Fund or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of shares of the Target Fund cannot in the opinion of the directors of the Management Company be effected at normal prices or rates of exchange;
- any period when the SICAV is being liquidated or as from the date on which notice is given of a meeting of shareholders at which a resolution to liquidate the SICAV (or the Target Fund) is proposed;
- any situation provided for in the 2010 Law and any applicable regulations;
- in the case of a merger, if the board of directors of the SICAV deems this to be justified for the protection of the shareholders.

Any such suspension shall be published by the Management Company and shall be notified to shareholders requesting subscription, redemption or conversion of their shares by the Management Company at the time of the filing of their request for such subscription, redemption or conversion.

Furthermore, the Management Company shall not be bound to redeem or convert on any Valuation Day more than 10% of the net asset value of the Target Fund on such Valuation Day. The Management Company may defer, on a "first in, first out" basis (i.e. when

processing the requests for redemption and/or conversion, the request(s) which is received by The Bank of New York Mellon SA/NV Luxembourg branch, as the central administration agent, with an earlier timestamp shall be redeemed and/or converted first), any requests for redemption and/or conversion on any Valuation Day when the redemption and/or conversion requests received on a particular Valuation Day exceeds 10% of the net asset value of the Target Fund. The deferred requests for redemption and/or conversion will continue to be given priority to subsequently received requests and dealt on the next Valuation Day insofar the aforementioned limit is not exceeded.

## **FEES AND CHARGES OF THE TARGET FUND**

### **Direct Fees charged by the Target Fund**

Sales charge: Nil

Redemption charge: Nil

### **Indirect Fees charged by the Target Fund**

Annual management fee: Nil

### **Other fees charged by the Target Fund**

Operating and servicing expenses: Up to a maximum of 0.15% per annum.

The following list is indicative but not exhaustive of the types of services that the operating and servicing expenses cover:

- Management Company expenses
- Custody, depositary and safekeeping charges
- Transfer, registrar and payment agency fees
- Administration, domiciliary and fund accounting services
- Transaction fees
- Collateral management fees
- Audit fees
- Registration fees
- *Taxe d'abonnement* – an annual subscription tax in Luxembourg
- Listing fees
- SICAV board of directors' fees
- Professional costs (including, without limitation, the fees and disbursements of counsel, consultants, tax and other advisers or third party support services) that may be incurred by the SICAV, the Management Company, the depositary of the Target Fund, the correspondents or the administration agent while acting in the interest of the shareholders
- Documentation costs – preparing, printing, translating and distributing documents including, but not limited to, the prospectus of the Target Fund, key information documents of the Target Fund, annual reports, semi-annual reports and other offering documents necessary under local regulations made available directly or through intermediaries to its shareholders in markets in which the Target Fund is registered for sale in compliance with local regulations
- Costs associated with the collection, reporting and publication of data about the SICAV, its investments and shareholders as required by laws and regulations from time to time
- Fees charged by third party vendors for publishing fund performance data
- Any industry association fees for the benefit of the SICAV.

<p><b>INVESTORS MAY BE SUBJECTED TO HIGHER FEES ARISING FROM THE LAYERED INVESTMENT STRUCTURE OF A FEEDER FUND.</b></p>
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## 5. FEES, CHARGES AND EXPENSES

The fees, charges and expenses disclosed are exclusive of any taxes or duties that may be imposed by the government or other authorities from time to time.

### FEES AND CHARGES

Below are the fees and charges that you may **directly** incur when purchasing or redeeming Units of the Fund:

#### Sales Charge

The table below sets out the maximum rate of sales charge imposed by the Authorised Distributors:

Authorised Distributors	Sales charge as a percentage of the initial offer price during the initial offer period and thereafter, of the NAV per Unit
Manager	Up to 5.50%
IUTA	
UTC or CUTA	

The sales charge is negotiable due to the different levels of services provided by each Authorised Distributor and/or the size of the investment undertaken.

**Note:** All sales charge will be rounded to two (2) decimal places.

#### Repurchase Charge

Nil.

#### Switching Fee

Unit Holders are permitted to switch from the Fund to any other funds managed by the Manager where the currency denomination of the fund that they intend to switch to is the same as the currency denomination of this Fund. There is no limit on the frequency of switching.

If a Unit Holder wishes to switch to any other funds managed by the Manager and the sales charge of the Fund is less than the sales charge of the other funds to be switched to, the Unit Holder shall pay the difference between the two (2) sales charges of these two (2) transacted funds. However, no sales charge will be imposed if the fund to be switched to has a lower sales charge than the Fund.

#### Transfer Fee

Nil.

### FEES AND EXPENSES

Below are the fees and expenses that you may **indirectly** incur when you invest in the Fund:

#### Annual Management Fee

The Manager is entitled to an annual management fee of up to 1.80% of the Fund's NAV per annum calculated and accrued daily. Unit Holders can refer to the Manager's website [www.eastspring.com/my](http://www.eastspring.com/my), for the actual annual management fee charged to the Fund or any updates on the annual management fee. In addition, Unit Holders will be able to know the actual rate of the annual management fee charged to the Fund for the financial period via the latest semi-annual report and annual report of the Fund.

#### Annual Trustee Fee

The Trustee is entitled to a trustee fee of 0.065% of the Fund's NAV per annum, subject to a minimum of RM15,000 (excluding foreign custodian fees and charges) per annum calculated and accrued daily. Unit Holders can refer to the Manager's website [www.eastspring.com/my](http://www.eastspring.com/my), for the actual annual trustee fee charged to the Fund or any updates on the annual trustee fee. In addition, Unit Holders will be able to know the actual rate of the annual trustee fee charged to the Fund for the financial period via the latest semi-annual report and annual report of the Fund.

#### OTHER EXPENSES RELATED TO THE FUND

Only expenses that are directly related and necessary for the operation and administration of the Fund and permitted by the Deed may be charged to the Fund. The list of expenses related to the Fund is set out below:

- commissions or fees paid to brokers or dealers (where applicable);
- auditors' fee;
- tax adviser's fee;
- valuation fee\*;
- taxes;
- custodial charges (i.e. foreign sub-custodial charges only);
- cost of printing the annual and semi-annual reports;
- remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund;
- any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and
- any other expenses allowed under the Deed.

*Note:*

\*These are fees for the valuation of any investment of the Fund.



## OTHER FEES AND CHARGES

### Other Charges

In executing transactions upon a Unit Holder's request, certain charges may be incurred. A Unit Holder shall bear these transaction charges, for instance bank charges, telegraphic or online transfer charges and courier charges. The Manager reserves the right to vary such conditions from time to time, which shall be communicated to the Unit Holder in writing.

## REBATES AND SOFT COMMISSIONS

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

Notwithstanding the aforesaid, the Manager may retain goods and services by way of soft commissions provided by any broker or dealer if the following conditions are met:

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

Soft commissions which are not allowed include, among others, entertainment allowance, travel, accommodation and membership fee.

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

## CALCULATION OF UNIT PRICES

### Pricing

Computation of NAV and NAV per Unit  
 $\text{NAV per Unit} = \text{NAV of the Fund} / \text{Units in circulation}$

### Illustration: Computation of the NAV and NAV per Unit

		<b>RM Hedged-class</b>
NAV before deducting management fee and trustee fee	USD	100,000,000.00
Less: Management fee for the day (1.80% per annum)		
USD100,000,000 x 1.80% / 365 days	USD	(4,931.51)
Less: Trustee fee for the day (0.065% per annum)		
USD100,000,000 x 0.065% / 365 days	USD	(178.08)
NAV after deducting management and trustee fee	(a) USD	99,994,890.41
Divide: Units in circulation	(b)	1,000,000,000
NAV per Unit in USD (rounded to four (4) decimal places) = (a) / (b)	USD	0.1000
Divide: Currency exchange rate (assume USD1: RM4.2994)		
NAV per Unit in RM (rounded to four (4) decimal places)	RM	0.4299

### Pricing Policy

#### ➤ Single Pricing Policy

The Manager adopts the single pricing policy, i.e. the selling price and repurchase price are fixed at the initial offer price during the Fund's initial offer period. After the initial offer period, the selling price and repurchase price will be the NAV per Unit rounded to four (4) decimal places.

#### ➤ Forward Pricing

The Fund is valued on a forward pricing basis. The daily NAV per Unit is valued at the next valuation point after the application to purchase or redeem Units is received by the Manager.

#### ➤ Incorrect Valuation and Pricing

The Manager shall ensure that the Fund and the Units are correctly valued and priced according to the Deed and all relevant laws. Where there is a significant error in the valuation of the Fund and pricing of Units, the Manager shall take remedial action to correct the error. The Manager's remedial action will involve the reimbursement of money in the following manner:

- if there is an over valuation and pricing in relation to the purchase and creation of Units, the Fund shall reimburse the Unit Holder;
- if there is an over valuation and pricing in relation to the redemption of Units, the Manager shall reimburse the Fund;
- if there is an under valuation and pricing in relation to the purchase and creation of Units, the Manager shall reimburse the Fund; and
- if there is an under valuation and pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder.

The reimbursement of money shall be made to Unit Holder if the incorrect valuation and pricing:

- (a) is equal or more than 0.50% of the NAV per Unit; and
- (b) results in a total sum of RM10.00 or more.

Illustration on how Units are allocated

**(a) During initial offer period**

During the initial offer period, the selling price shall be RM0.5000

Investment amount	RM	10,000.00
Add: Sales charge (5.50% x RM10,000)	RM	550.00
Total amount payable by you	RM	10,550.00
Investment amount	RM	10,000.00
Divide: Initial offer price	RM	0.5000
Number of Units purchased		20,000

**(b) After initial offer period**

Assuming the NAV per Unit after the initial offer period is RM0.5100

Investment amount	RM	10,000.00
Add: Sales charge (5.50% x RM10,000)	RM	550.00
Total amount payable by you	RM	10,550.00
Investment amount	RM	10,000.00
Divide: NAV per Unit	RM	0.5100
Number of Units purchased		19,607.84

Illustration on how redemption proceeds are calculated

**(a) During initial offer period**

During the initial offer period, the repurchase price shall be RM0.5000

Units intended for redemption		10,000
Repurchase amount (10,000 Units x RM0.5000)	RM	5,000.00
Less: Repurchase charge (Nil)	RM	(Nil)
Net amount payable to you	RM	5,000.00

**(b) After initial offer period**

Assuming the NAV per Unit after the initial offer period is RM0.5020

Units intended for redemption		10,000
Repurchase amount (10,000 Units x RM0.5020)	RM	5,020.00
Less: Repurchase charge (Nil)	RM	(Nil)
Net amount payable to you	RM	5,020.00

## 6. TRANSACTION INFORMATION

### DISTRIBUTION CHANNELS

The Fund is distributed through the Manager's head office, branch offices and Authorised Distributors. Please refer to the Directory of Sales Office section at the end of this prospectus for more information.

Should a Unit Holder wish to consider investment, subsequent investment, redemption, cooling-off, switching or transfer of Units, the Unit Holder must complete the relevant transaction forms which can be obtained from the distribution channels of the Manager or download from the Manager's website, [www.eastspring.com/my](http://www.eastspring.com/my). Upon confirming the transaction, the Unit Holder will receive a confirmation advice.

Any correspondence will ONLY be sent to the Unit Holder's email address and/or at the correspondence address that is registered by the Manager as provided by the Unit Holder in the master account opening form.

Please note that if you are a U.S. Person, you are not eligible to subscribe to Units of the Fund. If we become aware that you are a U.S. Person who holds Units of the Fund, we will issue a notice requiring you to:

- redeem your Units; or
- transfer your Units to a non-U.S. Person,

within thirty (30) days from the date of the said notice.

If you fail to redeem or transfer your Units within the stipulated period, we shall have the right to compulsorily repurchase all the Units held by you after thirty (30) calendar days from the date of the said notice. The Manager shall pay you the redemption proceeds via e-payment ONLY according to your bank account details as stated in your myEastspring account or in the master account opening form or redemption form, or in such other manner as determined by the Manager on a case-to-case basis, no later than eight (8) business days from the date that the Manager repurchase all the Units held by you.

### HOW TO PURCHASE UNITS

#### (i) Online submission via "myEastspring"

Individual investors can register for an account via "myEastspring" self-service mobile application (downloadable from Apple App Store or Google Play Store) by providing the required information for Electronic Know Your Customer (eKYC) verification for the account opening.

Alternatively, individual investors may seek assistance from a UTC for the "myEastspring" account opening by providing the following required documents:

- Images of identity card (Malaysian or Singaporean) (front and back) or valid unexpired passport (foreigner) or other identification such as police identity card or army identity card (front and back);
- Most recent utility bill or bank statement or valid unexpired driver's license or international travel documents issued by a foreign government or the United Nations or any other reliable and independent identification document\* and electronic data\* where the name matches the name of the investor; and/or
- Student identity card or birth certificate (where applicable, for minor jointholder who is below eighteen (18) years old).

*\* You may get in touch with your UTC or our client services personnel to find out more on the list of independent identification document and electronic data.*

Upon successful account opening, the investors may purchase Units of the Fund by executing a buy transaction via online through "myEastspring" mobile application or website at <https://www.myeastspring.com.my/>.

#### (ii) Manual submission

When purchasing Units of the Fund, investors must forward the following completed documents\* to the Manager:

Individual	Non-individual
<ul style="list-style-type: none"><li>• Master account opening form</li><li>• Transaction form</li><li>• Proof of payment which is acceptable by the Manager</li><li>• Investor profiling form</li><li>• Certified true copy of identity card, passport or other identification</li><li>• Relevant U.S. tax forms (where applicable)</li></ul>	<ul style="list-style-type: none"><li>• Master account opening form</li><li>• Transaction form</li><li>• Proof of payment which is acceptable by the Manager</li><li>• Suitability assessment form</li><li>• Ultimate beneficial owner (UBO) declaration form</li><li>• Certified true copy of board resolution (with specimen signature of all authorised signatories)</li><li>• Certified true copy of latest annual return</li><li>• Certified true copy of corporate structure (where applicable)</li><li>• Certified true copy of identity card or passport of directors and authorised representatives (who are not directors)</li><li>• Certified true copy of form 24 / return of allotment of shares under section 78 of the Companies Act 2016 (not required for a public listed company or an entity licensed by the SC, BNM or Labuan FSA)</li><li>• Certified true copy of form 49 / notification of change in the register of directors, managers and secretaries under section 58 of the Companies Act 2016</li><li>• Certified true copy of the constitution (if any)</li><li>• Certified true copy of the certificate of incorporation</li><li>• Certified true copy of form 13 / application for change of name under section 28 of the Companies Act 2016 (if applicable)</li><li>• Certified true copy of form 44 / notification of change in the registered address under section 46 of the Companies Act 2016 (if applicable)</li><li>• Personal data protection notice form for directors and authorised representatives</li></ul>

Individual	Non-individual
	<ul style="list-style-type: none"> <li>• Certified copy of Memorandum and Articles of Association (M&amp;A) or its equivalent</li> <li>• Relevant U.S. tax forms (where applicable)</li> </ul>

*Note: \* The documents listed may be subject to changes from time to time.*

A Unit Holder may be required to forward to the Manager additional documents to authenticate his identification when transacting Units of the Fund. The Manager reserves the right to reject any application without providing any reason.

The Manager allows a Unit Holder the convenience of maintaining all his investments in ONE (1) single master account regardless of the number of funds he invests with the Manager.

## PURCHASE APPLICATION AND ACCEPTANCE

Purchase application should be made before the cut-off time of 4.00 p.m. on any Business Day. The Units will be issued at NAV per Unit calculated at the next valuation point (i.e. forward pricing) after the purchase application is received by the Manager. The cut-off time will be determined based on the transaction submission time (online submission), or stamped time and date made at the Manager's head office and branch offices (manual submission).

Note: Our Authorised Distributors may have an earlier cut-off time for purchase of Units request. Please check with the respective Authorised Distributors for their respective cut-off time.

When the purchase application is received after the cut-off time stated above, the purchase application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions of investment and payment modes from time to time, which shall be communicated to you in writing. The Manager reserves the right to reject any application without providing any reason. The Manager may also reject any application that is incomplete and/or not accompanied by the required documents.

## HOW TO PAY FOR AN INVESTMENT

A Unit Holder can make payment via telegraphic or online transfer by submitting the telegraphic or online transfer statement together with the application to the Manager. Please visit [www.eastspring.com/my](http://www.eastspring.com/my) for details of the Manager's client trust bank account.

A Unit Holder can also make payment by issuing cheque or bank draft made payable to "Eastspring Investments Berhad".

Cheques can be deposited directly into the Manager's client trust bank account by using a bank deposit slip at any branch of the Manager's principal bankers. Please visit [www.eastspring.com/my](http://www.eastspring.com/my) for details of the Manager's client trust bank account. The original client's copy of the bank deposit slip (proof of payment) and remittance application form (if payment is made with bank draft) must be sent together with the application for Units. Unit Holders are to indicate their name and Malaysian National Registration Identity Card ("NRIC") number or passport number (for foreigner) on the bank deposit slip.

The Manager will not accept any cash payment, cash payment through Automated Teller Machine ("ATM"), cash deposits over the bank counter, or third-party payment (i.e. payment made via an account that is not under the name of the Unit Holder).

All fees, charges and expenses incurred or to be incurred for payment shall be borne by the Unit Holder.

**INVESTORS MUST NOT MAKE PAYMENT IN CASH TO ANY INDIVIDUAL AGENT  
WHEN PURCHASING UNITS OF THE FUND.**

## HOW TO REDEEM UNITS

A Unit Holder may redeem all or some of the Units held on any Business Day by executing a sell transaction via online through myEastspring or completing a transaction form.

Redemption application should be made before the cut-off time of 4.00 p.m. on any Business Day. The Units will be redeemed at NAV per Unit calculated at the next valuation point (i.e. forward pricing) after the redemption application is received by the Manager. The cut-off time will be determined based on the transaction submission time (online submission) or stamped time and date made at the Manager's head office and branch offices (manual submission).

Note: Our Authorised Distributors may have an earlier cut-off time for redemption of Units request. Please check with the respective Authorised Distributors for their respective cut-off time.

When the redemption application is received after the cut-off time stated above, the redemption application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions for redemption from time to time, which shall be communicated to you in writing.

The redemption proceeds of the Target Fund will be paid to the Fund within three (3) Business Days from the date the Management Company receives the duly completed redemption application from the Manager. As such, you will be paid no later than eight (8) Business Days from the date the redemption request is received by the Manager **via e-payment ONLY according to your bank account details as stated in your myEastspring account or in the master account opening form or redemption form**, or in such other manner as determined by the Manager on a case-to-case basis. If you redeem immediately after the purchase of Units, the Manager shall have the right to withhold the redemption application until sufficient time has elapsed to ensure that the amount remitted by you (for purchase of Units) is realised and credited to the Manager's client trust bank account.

Should the redemption request of the Target Fund be deferred or suspended, the redemption of the Fund may also be deferred or suspended accordingly.

Should the redemption request of the Fund be deferred due to total net redemption received by the Target Fund on a particular business day of the Target Fund be more than 10% of the net asset value of the Target Fund, redemptions may be deferred for processing. This is because the Management Company shall not be bound to redeem on any Valuation Day more than 10% of the net asset value of the Target Fund on such Valuation Day.

The Management Company may defer, on a "first in, first out" basis (*i.e. when processing the requests for redemption, the request(s) which is received by the Management Company shall be redeemed first*), any requests for redemption on any Valuation Day when the redemption requests received on a particular Valuation Day exceeds 10% of the net asset value of the Target Fund.

The deferred requests for redemption will continue to be given priority to subsequently received requests and dealt on the next Valuation Day insofar the aforementioned limit is not exceeded. Should this occur, we will pay our Unit Holders the redemption proceeds within five (5) Business Days upon receiving the redemption proceeds from the Target Fund.

Should the redemption request for the Fund be suspended due to the Target Fund being suspended, we will pay our Unit Holders the redemption proceeds within five (5) Business Days upon receiving the redemption proceeds from the Target Fund.

Redemption proceeds for Units of a Class will be paid in the currency of the Class.

### **COOLING-OFF PERIOD & COOLING-OFF RIGHT**

The cooling-off right is only given to an individual investor who is investing in any of the unit trust funds managed by the Manager for the first time but shall not include the following persons:

- the Manager's staff; and
- a person registered with a body approved by the SC to deal in unit trusts.

The cooling-off right allows Unit Holder the opportunity to reverse an investment decision which could have been unduly influenced by certain external elements or factors.

There is a cooling-off period of six (6) Business Days commencing from the day your application is accepted or deemed to be accepted by the Manager. Within these six (6) Business Days, you have the right to request for withdrawal of the investment. The refund for every Unit held by you pursuant to the exercise of your cooling-off right are as follows:

- (a) if the NAV per 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"), the market price at the point of cooling-off; or
- (b) if the market price is higher than the original price, the original price at the point of cooling-off; and
- (c) the sales charge per Unit originally imposed on the day the Units were purchased.

Unit Holder may exercise the cooling-off right on any Business Day by executing a sell transaction via online through myEastspring or completing a transaction form.

Cooling-off application should be made before the cut-off time of 4.00 p.m. on any Business Day.

The cut-off time will be determined based on the transaction submission time (online submission) or stamped time and date made at the Manager's head office and branch offices (manual submission).

When a cooling-off application is received after the cut-off time stated above, the cooling-off application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions of cooling-off from time to time, which shall be communicated to you in writing.

Cooling-off proceeds will be refunded to you via e-payment ONLY according to the bank account details as stated in your myEastspring account or in the master account opening form or redemption form, or in such other manner as determined by the Manager on a case-to-case basis, no later than seven (7) Business Days from the date the Manager receives the duly completed cooling-off application, provided that the Manager has received cleared funds for the original investment.

### **SWITCHING BETWEEN FUNDS**

A Unit Holder is allowed to switch the Units held in the Fund to another fund managed by the Manager denominated in the same currency by executing a switch transaction via online through myEastspring or completing a transaction form. There is no switching fee imposed on switching of Units but Unit Holders have to pay the difference of sales charge if Unit Holders wish to switch to another fund with a higher sales charge. However, no sales charge will be imposed if the fund to be switched to has a lower sales charge than the Fund.

There is no limit on the frequency of switching. However, during the initial offer period, the units of other funds are not allowed to switch to Units of the Fund except at the Manager's discretion.

Switching application should be made before the cut-off time of 4.00 p.m. on any Business Day. The Units will be switched at NAV per Unit calculated at the next valuation point (*i.e. forward pricing*) after the switching application is received by the Manager. The cut-off time will be determined based on the transaction submission time (online submission) or stamped time and date made at the Manager's head office and branch offices (manual submission).

Note: Our Authorised Distributors may have an earlier cut-off time for switching of Units request. Please check with the respective Authorised Distributors for their respective cut-off time.

When a switching application is received after the cut-off time stated above, the switching application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions for switching from time to time, which shall be communicated to you in writing.

The Manager reserves the right to charge the differential sales charge between the two (2) transacted funds.

The table below sets out the switching between funds with different sales charge.

Switching from existing fund	Switching to intended fund	
	Fund with NO sales charge	Fund with sales charge
Fund with sales charge	Switch at NAV per Unit	Switch at NAV per Unit, the differential sales charge between the two (2) funds shall be borne by the Unit Holder.
Fund with NO sales charge		Note: If a switch is made into the Units of the Fund from other fund with a higher sales charge imposed, no sales charge will be imposed on the Unit Holder.

All switches will be **transacted on the same day** except the following:

Switch out	Switch in	Pricing day (NAV)	
		Switch out date	Switch in date
Eastspring Global Dynamic Growth Equity MY	Money market funds	T day	T + 6 Business Days

Upon confirming your switching of Units, you will receive a *confirmation advice*.

## TRANSFER OF UNITS

A Unit Holder may transfer some or all of his Units held in the Fund to another Unit Holder by completing a transfer form.

A transfer is subject to the minimum balance and terms and conditions applicable for the Fund. However, both the transferor and the transferee should maintain the minimum holding of Units for the Fund after the transfer is made. If the transferee does not have any account with the Manager prior to this transfer application, he must forward the completed documents listed in "How to Purchase Units" under Section 6 of this prospectus, to the Manager for account opening in addition to a transfer form.

Transfer application should be made before the cut-off time of 4.00 p.m. on any Business Day. The cut-off time will be determined based on the stamped time and date made at the Manager's head office.

Note: Our Authorised Distributors may have an earlier cut-off time for transfer of Units request. Please check with the respective Authorised Distributors for their respective cut-off time.

When the transfer application is received after the cut-off time stated above, the transfer application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions for transfer from time to time, which shall be communicated to you in writing.

## HOW TO KEEP TRACK OF YOUR INVESTMENT

A Unit Holder will receive annual and semi-annual reports of the Fund from the Manager within two (2) months from the Fund's annual financial year end and semi-annual financial year end, respectively. Both the reports will disclose the performance and investment updates of the Fund.

A Unit Holder can obtain the Manager's latest information, products and services, and market outlook at the Manager's website, [www.eastspring.com/my](http://www.eastspring.com/my). A Unit Holder can register for a "myEastspring" account at [www.myeastspring.com.my](http://www.myeastspring.com.my) to view his account balance, transaction details and generate the latest statement of account.

A Unit Holder can also review and track the performance of his Units by checking the Unit prices published every Business Day on the Manager's website, [www.eastspring.com/my](http://www.eastspring.com/my).

A Unit Holder can always contact the Manager's client services personnel to assist in the following:

1. enquire on the latest Unit price and account balance;
2. any transaction related enquiries, for example top up investment, redemption, switching or transfer;
3. request to change personal details, for example address or telephone no;
4. request for confirmation advices on purchase and other transactions related to your Unit holdings, half yearly statements and copy of annual and/or semi-annual reports; and
5. other queries regarding the Fund's performance.

A Unit Holder may communicate with the Manager via:

**Client services tel:** 603-2778 1000

**Email:** [cs.my@eastspring.com](mailto:cs.my@eastspring.com)

**THE FUND'S ANNUAL AND SEMI-ANNUAL REPORTS ARE AVAILABLE UPON REQUEST.**

## AVENUE FOR ADVICE

Investors may:

- visit any of the Manager's offices listed under the Directory of Sales Office section at the end of this prospectus; or
- contact any of the Manager's client services at 603-2778 1000 for advice in relation to the Fund; or
- contact any of the Manager's Authorised Distributors for further advice.

## SUSPENSION OF SALE AND REDEMPTION OF UNITS

The Manager may, in consultation with the Trustee and having considered the interests of Unit Holders, suspend dealing in Units of the Fund when the Target Fund is suspended as stipulated in "Suspension Policy of The Target Fund" under Section 4.

Should the redemption request of the Target Fund be deferred or suspended, the redemption of the Fund may also be deferred or suspended accordingly.

- Should the redemption request of the Fund be deferred due to total net redemption received by the Target Fund on a particular business day of the Target Fund be more than 10% of the net asset value of the Target Fund, redemptions may be deferred for processing. This is because the Management Company shall not be bound to redeem on any Valuation Day more than 10% of the net asset value of the Target Fund on such Valuation Day.

As such, Unit Holders should take note that the Fund will also defer redemption when the Target Fund defers redemption exceeding 10% of the net asset value of the Target Fund.

The Management Company may defer, on a "first in, first out" basis (*i.e. when processing the requests for redemption, the request(s) which is received by the Management Company shall be redeemed first*), any requests for redemption on any Valuation Day when the redemption requests received on a particular Valuation Day exceeds 10% of the net asset value of the Target Fund.

The deferred requests for redemption will continue to be given priority to subsequently received requests and dealt on the next Valuation Day insofar the aforementioned limit is not exceeded. Should this occur, we will pay our Unit Holders the redemption proceeds within five (5) Business Days upon receiving the redemption proceeds from the Target Fund.

- Should the redemption request for the Fund be suspended due to the Target Fund being suspended, we will pay our Unit Holders the redemption proceeds within five (5) Business Days upon receiving the redemption proceeds from the Target Fund.

The Manager will cease the suspension as soon as practicable after the circumstances which result in the suspension such as the above have ceased, and in any event within twenty-one (21) days of the commencement of suspension. The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interests of the Unit Holders for the dealing in Units to remain suspended and such extension will be subject to weekly review by the Trustee. Nevertheless, the action to suspend redemption requests from the Unit Holders shall be exercised only as a last resort by the Manager.

The Manager will inform the Unit Holders in a timely and appropriate manner of the decision to defer or suspend dealing in Units of the Fund.

Please note that the transaction procedures such as investment, redemption, cooling-off, switching and transfer of Units via our distribution channels may differ from that described in this prospectus, and you are advised to check with the relevant Authorised Distributor for details on these procedures.

## TRANSACTION DETAILS

The table below sets out the **minimum initial and additional investment amount** for the Fund:

Fund name	Minimum initial investment		Minimum additional investment	
	Lump sum	Regular investment	Lump sum	Regular investment
	(RM)	(RM)	(RM)	(RM)
Eastspring Global Dynamic Growth Equity MY	1,000 Refer to note 1	100	100 Refer to note 1	100

**Note 1:** Unit Holders may be able to invest at a lower minimum initial investment and/ or minimum additional investment amount than the above for investments made via the digital platforms available online subject to the respective digital platforms' terms and conditions for investments. The Manager reserves the right to change the minimum redemption and minimum holding units of the Fund from time to time.

The table below sets out the **minimum redemption, switched out, transfer and holding of Units** for the Fund:

Fund name	Minimum redemption	Minimum switched out	Minimum transfer	Minimum holding
	Units	Units	Units	Units
Eastspring Global Dynamic Growth Equity MY	1,000 Refer to note 1	1,000 Refer note 2	Any number of Units Refer note 3	1,000 Refer to note 1

**Note 2:** If the Units in a Unit Holder's account are less than the minimum holding of Units after a switching application is made, all Units in the Fund will be switched automatically. There is no limit on the frequency of switching. However, the Manager may at its sole discretion disallow switching into any fund which is managed by the Manager from time to time.

**Note 3:** Both the transferor and transferee should maintain the minimum holding of Units for the Fund after a transfer is made.

The Manager reserves the right to change the minimum amounts and number of Units stipulated above from time to time. Should the Manager decide to increase the minimum amounts and number of units as stipulated under the transaction details section, the Manager will notify Unit Holders via written notice at least fourteen (14) days prior to the effective date of such change. Investments made via digital platforms may have a lower minimum initial investment, minimum additional investment amount, minimum redemption and/or minimum holding of Units of the Fund, subject to the respective digital platforms' terms and conditions, which may be amended from time to time.

In the event the Units carry more than one (1) Unit Holder's name, i.e. "Joint Application", the redemption / switching / transfer application will be signed by all the jointholders. If the application specifies "Either Applicant to sign", any one (1) Unit Holder who is eighteen (18) years old and above will have the authority to sign the application. In all cases, redemption proceeds will be paid to the principal account holder or in the names of both account holders in the register of Unit Holders.

In the event a master account has more than one (1) registered owner, the first-named Unit Holder (as determined by reference to the original master account application form) shall receive the confirmation advices, notices and correspondence with respect to the master account, as well as any redemption proceeds or income distribution or other distributions. In addition, such first-named Unit Holder shall have the voting rights, as permitted, associated with such Units.

In the case of jointholders, any one (1) of such jointholders may vote either personally or by proxy as comprised in the jointholding. If the jointholders are present at any meeting either personally or by proxy, the jointholder whose name stands first in the register of Unit Holders shall alone be entitled to vote.

#### **Minimum Redemption (Units)**

In the case of a partial redemption, instructions will be carried out only if the minimum holding of Units (being 1,000 Units or such other number of Units as the Manager may determine from time to time) remains in the Fund after the redemption. If the Units in a Unit Holders' account are less than the minimum holding of Units after a redemption application is made, all Units that the Unit Holder holds in the Fund will be redeemed automatically.

#### **Minimum Switched Out (Units)**

There is no limit on the frequency of switching; however, there is a minimum of 1,000 Units to be switched. The Manager may at its sole discretion disallow switching into any fund which is managed by the Manager from time to time.

After a switching application is made, Units in a Unit Holder's account for both the Fund and the fund to be switched into should maintain the minimum holding of Units.

- If the Units in the Unit Holder's account for the Fund are less than the minimum holding of Units after a switching application is made, all Units that the Unit Holder holds in the Fund will be switched out automatically.
- If the Units in the Unit Holders' account for the fund to be switched into are less than the minimum holdings of Units after a switching application is made, the Manager may at its sole discretion disallow switching.

The units of other funds are not allowed to switch to Units of the Fund during initial offer period except at the Manager's discretion.

#### **Minimum Transfer (Units)**

Any number of Unit.

Both the transferor and transferee should maintain the minimum holding of Units for the Fund after a transfer is made.

### **INCOME DISTRIBUTION POLICY**

Distribution of income, if any, will be on incidental basis, after deduction of taxation and expenses.

### **INCOME REINVESTMENT POLICY**

Income distribution to a Unit Holder will automatically be reinvested into additional Units in the Fund at the NAV per Unit at the end of the Business Day of the income distribution date at no cost if the Unit Holder did not elect the mode of distribution in the master account opening form or provide any written instruction to the Manager.

Should a Unit Holder elect the mode of distribution in the master account opening form or provide any written instruction to the Manager for the income distribution to be paid out, the income distribution proceeds will be paid via e-payment ONLY (i.e. income distribution proceeds will be credited to a Malaysian domiciled bank account via telegraphic or online transfer). Any fees or charges imposed by the bank will be borne by the Unit Holder.

The Manager reserves the right to reinvest income distribution without providing any reason if the instruction in the master account opening form or written instruction is incomplete. **In the absence of a registered bank account, the distribution (if any) will be reinvested.**

Distribution payment which is less than or equal to the amount of RM300 or such other amount which will be determined by the Manager will be reinvested into additional Units in the Fund at the NAV per Unit at the end of the Business Day of the income distribution date at no cost.



#### **AUTO REINVESTMENT POLICY**

Any moneys payable to a Unit Holder as a result of income distribution which remains unclaimed after six (6) months from the date of payment shall automatically be reinvested into additional Units of the Fund at the NAV per Unit on the closing of the fifteenth (15th) day after the said six (6) months period at no cost. In the event the fifteenth (15th) day falls on a non-Business Day, reinvestment will be made on the following Business Day. The Manager reserves the right to change the income distribution instruction to "reinvestment" if the Unit Holder did not claim the income distribution payment for the last three (3) consecutive distributions. There will be no cost imposed on such distribution reinvestments.

#### **UNCLAIMED MONEYS POLICY**

Any unclaimed moneys will be filed with and paid to the Registrar of Unclaimed Moneys after the lapse of two (2) years from the date of payment in accordance with the requirements of the Unclaimed Moneys Act 1965. Unit Holders will have to liaise directly with the Registrar of Unclaimed Moneys to claim their moneys.

#### **POLICY ON ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001**

The Manager has an anti-money laundering and anti-terrorism financing policy in place where Unit Holder's due diligence will be performed by the Manager and its Authorised Distributors on all Unit Holders without exception. Application for Units must be accompanied by proper identification documents for the Manager's verification. All Unit Holders will be checked against various reliable sources on money laundering, terrorism financing and proceeds of unlawful activities information. Enhanced due diligence process will be conducted on high-risk Unit Holders which would require the Manager's senior management's review and approval, where applicable. Suspicious transactions, if any, will be reported to the Manager's internal money laundering prevention officer for further review and onward reporting to the Financial Intelligence and Enforcement Department of BNM and the SC.

In compliance with the applicable anti-money laundering, anti-terrorism financing and proceeds of unlawful activities laws and the guidelines, the Manager, together with its Authorised Distributors reserve the right to request all relevant information pertaining to the Unit Holders' information as may, in the Manager's opinion or its Authorised Distributors' opinion, be necessary to verify the identity of the Unit Holders.

<b>UNIT PRICES AND DISTRIBUTIONS PAYABLE, IF ANY, MAY GO DOWN AS WELL AS UP.</b>
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## 7. THE MANAGEMENT AND THE ADMINISTRATION OF THE FUND

### BACKGROUND OF THE MANAGER

The Manager's corporate information and experience as a unit trust management company can be viewed at <https://www.eastspring.com/my/about-us/company>.

### ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGER

The Manager is responsible for the daily management and administration of the Fund in accordance with the provisions of the Deed and all relevant laws and guidelines. Where applicable, the Manager may undertake cross trades through a dealer or a financial institution on an arm's length and fair value basis and subject to the best interests of the Unit Holder. Below is the cross trade policy of the Manager.

#### Cross Trade Policy

Cross trade is defined as a buy and sell transaction of the same security between two or more clients' accounts managed by a fund management company. The Manager may conduct cross trades provided the following conditions which are imposed by the regulators are met:

- the cross trade is in the best interests of both clients;
- the reasons for cross trades are documented prior to execution of the trades;
- the cross trade is executed through a dealer or a financial institution on an arm's length and fair value basis; and
- the cross trade transaction is disclosed to both clients.

All cross trades will be executed in accordance with the Manager's policy which is in line with the regulatory requirements. Post transactions, all cross trades will be reviewed by the Manager's compliance officer and the committee undertaking the oversight function of the Fund.

Cross trades between (i) the personal account of an employee of the Manager and any clients' account; and (ii) the Manager's proprietary accounts and any clients' account, are strictly prohibited.

The Manager's main duty includes:

- arranging for the sale and redemption of Units of the Fund;
- keeping proper records of the Fund and reporting to the Unit Holder; and
- providing sales, marketing and customer service support to the Unit Holder and fund distributors of the Fund.

The Manager has established a risk, compliance and legal department under the supervision of the head of risk, compliance and legal who is responsible for the operational risk, investment risk, legal and compliance functions of the Manager. The head of risk, compliance and legal reports to the board of directors. The internal audit unit of the Prudential Group conducts all internal audit functions.

### MATERIAL LITIGATION AND ARBITRATION

As at 31 March 2025, the Manager is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any facts likely to give rise to any proceedings which might materially affect its business and/or financial position.

### BOARD OF DIRECTORS

The board of directors oversee the overall management of the Manager. The board of directors meet every quarter or more frequently, when required.

Please refer to <https://www.eastspring.com/my/about-us/management> for more information on our board of directors.

### FUND MANAGEMENT FUNCTION

The information on the Fund's designated fund manager is available on our website at <https://www.eastspring.com/my/about-us/fund-management-function>.

### OTHER INFORMATION

Further information on the Manager is provided on the Manager's website.

## **8. THE TRUSTEE**

### **BACKGROUND OF THE TRUSTEE**

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

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

### **EXPERIENCE IN TRUSTEE BUSINESS**

DTMB is part of Deutsche Bank's Securities Services, which provides trust, custody, and related services on a range of securities and financial structures. As at 31 March 2025, DTMB is the trustee for one hundred and ninety-one (191) CIS including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

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

### **ROLES, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE**

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

### **TRUSTEE'S DISCLOSURE OF MATERIAL LITIGATION**

As at 31 March 2025, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened and the Trustee is not aware of any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Trustee.

### **TRUSTEE'S DELEGATE**

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

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

## 9. SALIENT TERMS OF THE DEED

Please be advised that if you invest in Units through an IUTA which adopts the nominee system of ownership, you would not be considered to be a Unit Holder under the Deed and you may, consequently, not have all the rights ordinarily exercisable by a Unit Holder (for example, the right to call for a Unit Holder's meeting and to vote thereat and the right to have your particulars appearing in the register of Unit Holders of the Fund).

### RIGHTS OF UNIT HOLDERS

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

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

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

### LIABILITIES OF UNIT HOLDERS

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

1. you will not be liable for any amount in excess of the purchase price paid for the Units as determined in accordance with the Deed at the time the Units were purchased and any charges payable in relation thereto; and
2. you will not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the Fund's assets.

### MAXIMUM FEES AND CHARGES PERMITTED BY THE DEED

The maximum rate of direct fees and charges permitted by the Deed are as follows:

	% of the Fund's NAV per Unit
Sales charge	6.00%
Repurchase charge	2.00%

The maximum rate of indirect fees and charges permitted by the Deed are as follows:

	% of the Fund's NAV per annum
Annual management fee	2.00%
Annual trustee fee	0.20% (subject to a minimum of RM15,000 per annum) excluding foreign custodian fees and charges

### PROCEDURES TO INCREASE THE DIRECT AND INDIRECT FEES AND CHARGES DISCLOSED IN THE PROSPECTUS

#### Sales Charge

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

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

#### Repurchase Charge

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

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

### **Annual Management Fee**

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

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

### **Annual Trustee Fee**

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

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

### **PROCEDURES TO INCREASE THE MAXIMUM RATE OF THE DIRECT AND INDIRECT FEES AND CHARGES IN THE DEED**

Any increase in the sales charge, repurchase charge, annual management fee and annual trustee fee above the maximum rate prescribed in the Deed will require the prior consent of the Unit Holders and the registration of a supplemental deed and the issuance of a supplemental or replacement prospectus.

### **PERMITTED EXPENSES PAYABLE BY THE FUND**

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

- a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- b) taxes and other duties charged on the Fund by the government and/or other authorities;
- c) fees and expenses properly incurred by the auditor of the Fund;
- d) fees for the valuation of any investment of the Fund;
- e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- f) costs, fees and expenses incurred for any meeting of Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- k) costs, fees and expenses incurred in the termination of the Fund or a Class or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;
- l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are ordered by the court not to be reimbursed by the Fund);
- m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- o) (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;
- p) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and/or lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post, register and/or lodge in relation to the Fund by virtue of any relevant law;
- q) all costs and expenses associated with the distributions declared pursuant to the Deed and the payment of such distribution including without limitation fees, costs and/or expenses for the revalidation or reissuance of any distribution cheque or telegraphic transfer;
- r) fees in relation to fund accounting; and
- s) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (r) above.

## **REMOVAL, REPLACEMENT AND RETIREMENT OF THE MANAGER AND TRUSTEE**

### **Removal or Replacement of the Manager**

The Trustee shall take all reasonable steps to remove the Manager, if the Manager:

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

### **Retirement of the Manager**

The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee three (3) months' notice in writing of its desire so to do, or such other period as the Manager and the Trustee may agree upon, provided such retirement is in accordance with the provisions of the Deed.

### **Removal or Replacement of the Trustee**

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

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

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

### **Retirement of the Trustee**

The Trustee may retire upon giving three (3) months' notice in writing to the Manager of its desire so to do, or such other period as the Manager and the Trustee shall agree, provided such retirement is in accordance with the provisions of the Deed.

## **TERMINATION OF THE FUND**

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

- the SC's authorisation is withdrawn 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.

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

### **Procedures and Processes for Termination of the Fund**

Upon the termination of the Fund, the Trustee shall:

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

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

In the event of the Fund being terminated:

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

## **MEETING OF UNIT HOLDERS**

### **Provisions governing Unit Holders' meeting**

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

### **Meetings directed by Unit Holders**

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders of the Fund or of a particular Class, as the case may be, whichever is less, at the registered office of the Manager, summon a meeting of the Unit Holders by:

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

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

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

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

### **Unit Holders' meeting convened by the Manager or Trustee**

Unless otherwise required or allowed by the relevant laws, the Manager or the Trustee may convene a Unit Holders' meeting pursuant to the relevant provisions of the Deed by giving Unit Holders' at least fourteen (14) days written notice specifying the place and time of the meeting and the terms of the resolutions to be proposed.

Where:

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

the Trustee shall summon a Unit Holders' meeting by:

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

## **SUSPENSION OF DEALING IN UNITS**

The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale and/or redemption of Units due to exceptional circumstances where there is good and sufficient reason to do so (e.g. when the market value or fair value of a material portion of the Fund's assets cannot be determined). Where such suspension is triggered, the Manager shall notify all Unit Holders in a timely and appropriate manner of its decision to suspend the sale and/or redemption of Units.

## **10. APPROVALS AND CONDITIONS**

There are no other approvals required, sought or pending from any relevant authorities in respect of the Fund.



## 11. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST

The Manager may enter into transactions with other companies which are related to the Manager such as Eastspring Investments (Singapore) Limited and Eastspring AI-Wara' Investments Berhad; therefore, there is a possibility of conflict of interest element and/or related party transactions. However, the Manager has in place policies and procedures to deal with any conflict of interest and/or related party transactions situations. All transactions with related parties are to be executed on terms which are best available to the Fund and based on best execution and at arm's length transaction between independent parties.

The Manager observes high standards of integrity and fair dealing to your best and exclusive interests. The Manager will not conduct transactions in any manner which will result in unnecessary costs or risk to the Fund. The Manager will also avoid conflicts of interest and will act in a manner so as to avoid any disadvantage to the Fund, if such conflicts should arise. The Manager shall not, without the Trustee's prior approval, invest any money available under the Deed in any securities, property and assets in which the Manager or any of the Manager's officer (including directors and staff) has a financial interest or from which the Manager or any of the Manager's officer, derives benefit.

A person shall be deemed to have a financial interest in securities if he has an interest or interests in one or more voting shares in the company and the nominal amount of that share, or the aggregate of the nominal amounts of those shares, is not less than 5% of the aggregate of the nominal amounts of all the voting shares in the company.

In making an investment transaction for the Fund, the Manager is obliged not to make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage for the Manager or for any other person or to cause detriment to your interests. If the interests of the directors or the members of committee undertaking the oversight function of the Fund conflict with the interests of the Fund, they will not be allowed to participate in the decision-making process in respect of the matter. Additionally, the Manager's directors, members of committee undertaking the oversight function of the Fund and employees have to disclose their personal dealings to the compliance unit, which monitors such dealings.

None of the Manager's advisers have any existing or potential interests or conflicts of interest in an advisory capacity in the Fund or the Manager.

### **Deutsche Trustees Malaysia Berhad**

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

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

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

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

## 12. TAXATION ADVISER'S LETTER ON TAXATION OF THE FUND AND UNIT HOLDERS

(Prepared for inclusion in this Prospectus)

### **PricewaterhouseCoopers Taxation Services Sdn Bhd**

Level 10, Menara TH 1 Sentral, Jalan Rakyat  
Kuala Lumpur Sentral  
P.O.Box 10192  
50706 Kuala Lumpur

### **The Board of Directors**

Eastspring Investments Berhad  
Level 22, Menara Prudential  
Persiaran TRX Barat  
55188 Tun Razak Exchange  
Kuala Lumpur

Date: 16 April 2025

### **TAXATION OF THE FUND AND UNIT HOLDERS**

Dear Sirs,

This letter has been prepared for inclusion in the First Prospectus in connection with the Eastspring Investments Global Dynamic Growth Equity MY Fund ("the Fund").

The taxation of income for both the Fund and the Unit Holders are subject to the provisions of the Malaysian Income Tax Act 1967 ("the Act"). The applicable provisions are contained in Section 61 of the Act, which deals specifically with the taxation of trust bodies in Malaysia.

### **TAXATION OF THE FUND**

The Fund will be regarded as resident for Malaysian tax purposes since the Trustee of the Fund is resident in Malaysia.

#### **(1) Foreign Investments**

Gross foreign-sourced income remitted to Malaysia by Malaysian resident unit trusts will be subject to Malaysian income tax at the prevailing rate, currently at 24%.

Such income from foreign investments may be subject to taxes or withholding taxes in the specific foreign country. Subject to meeting the relevant prescribed requirements, the Fund in Malaysia is entitled for double taxation relief on any foreign tax suffered on the income in respect of overseas investments.

In addition, effective from 1 January 2024, the scope of taxable foreign source income received in Malaysia has been expanded to include capital gains from disposal of assets outside Malaysia brought into Malaysia. See Capital Gains Tax ("CGT") section below for further details.

#### **Exemption from tax on foreign-sourced income for unit trusts**

The Finance Minister II on 16 January 2024 has announced that unit trusts in Malaysia will be exempted from income tax on foreign-sourced income (including capital gains from disposal of assets outside Malaysia), provided that economic substance requirements are met.

To qualify for this tax exemption, unit trust must satisfy one of the following conditions:

- a. Option A – The FSI has been subjected to foreign tax, with the source jurisdiction's minimum headline income tax rate being at least 15%; or
- b. Option B – The management company of the unit trust has met Economic Substance Requirements (ESR) in Malaysia, which includes employing an adequate number of employees and incurring sufficient operating expenditure.

Consistent with the announcement, the exemption from income tax on foreign-sourced income takes effect from 1 January 2024 until 31 December 2026.

## **(2) Domestic Investments**

### **(i) General Taxation**

Subject to certain exemptions, the income of the Fund consisting of dividends or interest (other than interest which is exempt from tax) and other investment income derived from or accruing in Malaysia, after deducting tax allowable expenses, is liable to Malaysian income tax at the rate of 24 per cent.

In addition, with effect from 1 January 2024, gains from disposal of capital assets will be subject to Capital Gains Tax ("CGT"). Please refer to the CGT section below for further details.

### **(ii) Dividends and Other Exempt Income**

Effective 1 January 2014, all companies would adopt the single-tier system. Hence dividends received would be exempted from tax and the deductibility of expenses incurred against such dividend income would be disregarded. There will no longer be any tax refunds available for single-tier dividends received. Dividends received from companies under the single-tier system would be exempted.

The Fund may receive Malaysian dividends which are tax exempt. The exempt dividends may be received from investments in companies which had previously enjoyed or are currently enjoying the various tax incentives provided under the law. The Fund will not be taxable on such exempt income.

Interest or discount income derived from the following investments is exempt from tax:

- (a) Securities or bonds issued or guaranteed by the government of Malaysia;
- (b) Debentures<sup>1</sup> or sukuk, other than convertible loan stocks, approved or authorized by, or lodged with, the Securities Commission Malaysia; and
- (c) Bon Simpanan Malaysia issued by Bank Negara Malaysia.

Interest income derived from the following investments is exempt from tax:

- (a) Interest income paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 and Islamic Financial Services Act 2013;
- (b) Interest income paid or credited by any development financial institution regulated under the Development Financial Institutions Act 2002;
- (c) Bonds, other than convertible loan stocks, paid or credited by any company listed in Bursa Malaysia Securities Berhad ACE Market; and
- (d) Interest income paid or credited by Malaysia Building Society Berhad<sup>2</sup>.

The interest income or discount income exempted from tax at the Fund level will also be exempted from tax upon distribution to the Unit Holders.

#### **Exception: -**

##### **i. Wholesale money market fund**

With effect from 1 January 2019, the exemption shall not apply to interest paid or credited to a unit trust that is a wholesale money market fund.

##### **ii. Retail money market fund ("RMMF")**

Based on the Finance Act 2021, the interest income of a RMMF will remain tax exempted under Paragraph 35A, Schedule 6 of the Act. However, resident and non-resident Unit Holders (other than individual Unit Holders), who receive income distributed from interest income of the RMMF which are exempted under Paragraph 35A of Schedule 6, will be subject to withholding tax ("WHT") at the rate of 24 per cent. This new WHT is effective from 1 January 2022 onwards.

The WHT is to be withheld and remitted by the RMMF to the tax authorities within 30 days upon distribution of the income to the Unit Holders.

## **(3) Hedging Instruments**

The tax treatment of hedging instruments would depend on the particular hedging instruments entered into.

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

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<sup>1</sup> Structured products approved by the Securities Commission Malaysia are deemed to be "debenture" under the Capital Markets and Services Act, 2007 and fall within the scope of exemption.

<sup>2</sup> Exemption granted through letters from Ministry of Finance Malaysia dated 11 June 2015 and 16 June 2015 and it is with effect YA 2015.

#### (4) Real Property Gains Tax ("RPGT")

Currently, any gains on disposal of real properties or shares in real property companies<sup>3</sup> ("chargeable asset") would be subject to RPGT as follows:-

Disposal time frame	RPGT rates (Companies incorporated in Malaysia and Trustee of a trust)
Within 3 years	30%
In the 4 <sup>th</sup> year	20%
In the 5 <sup>th</sup> year	15%
In the 6 <sup>th</sup> year and subsequent years	10%

Effective from 1 March 2024, CGT will be applicable on the gains from sale of Malaysian unlisted shares. Therefore, gains from disposal of all Malaysian unlisted shares will be subjected to CGT from 1 March 2024 instead. Please refer to the section on CGT.

Other real properties disposed of, apart from RPC shares, will continue to be subject to RPGT. RPGT will continue to apply for disposal of RPC shares for individuals.

#### (5) Capital Gains Tax ("CGT")

CGT has been introduced in Malaysia and will be imposed on gains from the disposal of capital assets as set out below:

a) Disposal of capital assets from outside Malaysia

The scope of CGT will include gains from the disposal of capital assets situated outside Malaysia, remitted into Malaysia. The foreign gains remitted to Malaysia will be subject to prevailing income tax rates, that is 24%.

The gains are eligible for tax exemption subject to meeting economic substance requirements. As highlighted above, capital gains from disposal of assets outside Malaysia of a unit trust will be exempted if the following conditions can be met:

- (i) Option A – The FSI has been subjected to foreign tax, with the source jurisdiction's minimum headline income tax rate being at least 15%; or
- (ii) Option B – The management company of the unit trust has met Economic Substance Requirements (ESR) in Malaysia, which includes employing an adequate number of employees and incurring sufficient operating expenditure.

The exemption from income tax on foreign-sourced income takes effect from 1 January 2024 until 31 December 2026.

b) Disposal of Malaysian unlisted shares

Effective from 1 March 2024, CGT will be imposed on the disposal of Malaysian unlisted shares by companies, Limited Liability Partnerships, cooperatives and trust bodies (which include unit trusts).

The CGT rate to be imposed is as follows:

Shares Acquisition Date	CGT Rate
Before 1 January 2024	The taxpayers may choose:  i. 10% on the net gain of the disposal of shares; or ii. 2% on the gross disposal price.
From 1 January 2024	10% on the net gain of the disposal of shares

"shares" has been defined as in relation to a company, includes stock other than debenture stock.

#### **Capital Gains Tax exemption – Income Tax (Unit Trust) (Exemption) Order 2024**

As announced on 16 January 2024 by the Finance Minister II, Datuk Seri Amir Hamzah Azizan, unit trusts will be exempted from CGT. The exemption on CGT is effective from 1 January 2024 until 31 December 2028.

#### (6) Tax Deductible Expenses

Expenses wholly and exclusively incurred in the production of gross income are allowable as deductions under Section 33(1) of the Act. In addition, Section 63B of the Act provides for tax deduction in respect of managers' remuneration, expenses on maintenance of the register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postages based on a formula subject to a minimum of 10 per cent and a maximum of 25 per cent of the expenses.

<sup>3</sup> A real property company is a controlled company which owns or acquires real property or shares in real property companies with a market value of not less than 75 percent of its total tangible assets. A controlled company is a company which does not have more than 50 members and is controlled by not more than 5 persons.

## **(7) Sales and Service Tax (“SST”)**

Sales tax will be chargeable on taxable goods manufactured in or imported into Malaysia, unless specifically exempted by the Minister. Whereas, only specific taxable services provided by specific taxable persons will be subject to service tax. Sales tax and service tax are single stage taxes. As such, SST incurred would generally form an irrecoverable cost to the business. The rates for sales tax are nil, 5 per cent, 10 per cent or a specific rate whereas the rate for service tax is at 8 per cent for all prescribed taxable services with certain exceptional taxable services i.e. food and beverages services, telecommunication services, parking services and logistics which remain at 6 per cent.

In general, the Fund, being a collective investment vehicle, will not be caught under the service tax regime.

Certain brokerage, professional, consultancy or management services obtained by the Fund may be subject to service tax at 8 percent. However, fund management services and trust services are excluded from service tax.

Service tax will apply to any taxable service that is acquired by any business in Malaysia from a non-Malaysian service provider. In this connection, the Fund, being non-taxable person who acquire imported taxable services (if any) will need to declare its imported taxable services through the submission of prescribed declaration, i.e. Form SST-02A to the Royal Malaysian Customs Department (“RMCD”).

Service tax on digital services was implemented at the rate of 8 per cent. Under the service tax on digital services, foreign service providers selling digital services to Malaysian consumers are required to register for and charge service tax. Digital services are defined as services which are delivered or subscribed over the internet or other electronic network, cannot be delivered without the use of IT and the delivery of the service is substantially automated.

Furthermore, the provision of digital services has also been prescribed as a taxable service when provided by a local service provider. Hence, where the Fund obtains any of the prescribed digital services, those services may be subject to service tax at 8 percent.

## **TAXATION OF UNIT HOLDERS**

Unit Holders will be taxed on an amount equivalent to their share of the total taxable income of the Fund to the extent of the distributions received from the Fund. The income distribution from the Fund will carry a tax credit in respect of the Malaysian tax paid by the Fund. Unit Holders will be entitled to utilise the tax credit against the tax payable on the income distribution received by them. Generally, no additional withholding tax will be imposed on the income distribution from the Fund; unless the Fund is an RMMF, in which case there is a WHT on distribution from interest income of a RMMF which are exempted under Paragraph 35A of Schedule 6 and distributed to non-individual Unit Holders.

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

Corporate Unit Holders, resident<sup>4</sup> and non-resident, will generally be liable to income tax at 24 per cent on distribution of income received from the Fund. The tax credits attributable to the distribution of income can be utilised against the tax liabilities of these Unit Holders.

Individuals and other non-corporate Unit Holders who are tax resident in Malaysia will be subject to income tax at graduated rates ranging from 1 per cent to 30 per cent. Individuals and other non-corporate Unit Holders who are not resident in Malaysia will be subject to income tax at 30 per cent. The tax credits attributable to the distribution of income can be utilised against the tax liabilities of these Unit Holders.

The distribution of exempt income by the Fund will be exempted from tax in the hands of the Unit Holders.

Based on the Finance Act 2021, in respect of distribution from a RMMF, resident and non-resident corporate Unit Holders (other than individual Unit Holders), who receive income distributed from interest income of the RMMF which are exempted under Paragraph 35A of Schedule 6, will be subject to WHT at the rate of 24 per cent.

For resident corporate Unit Holders, the WHT is not a final tax. The resident corporate Unit Holders will need to subject the income distributed from interest income of a RMMF which are exempted under Paragraph 35A of Schedule 6 to tax in its income tax returns and the attached tax credit i.e. the 24 per cent WHT suffered will be available for set-off against the tax chargeable on the resident corporate Unit Holders.

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<sup>4</sup> Resident companies with paid up capital in respect of ordinary shares of RM2.5 million and below and having an annual sales of not more than RM50 million will pay tax at 15% for the first RM150,000 of chargeable income, 17% for RM150,001 to RM600,000 with the balance taxed at 24% with effect from YA 2023.

The above shall not apply if more than –

- (a) 50% of the paid-up capital in respect of ordinary shares of the company is directly or indirectly owned by a related company;
- (b) 50% of the paid-up capital in respect of ordinary shares of the related company is directly or indirectly owned by the first mentioned company;
- (c) 50% of the paid-up capital in respect of ordinary shares of the first mentioned company and the related company is directly or indirectly owned by another company.

“Related company” means a company which has a paid-up capital in respect of ordinary shares of more than RM2.5 million at the beginning of the basis period for a YA.

Additional shareholding condition of not more than 20% of the paid up capital or capital contribution, at the beginning of a YA is directly own or indirectly by one or more:

- Companies incorporated outside of Malaysia, or
- Individuals who are not Malaysian citizens,

which is required to be observed from YA 2024.

For non-resident Corporate Unit Holders, the 24 per cent WHT on income distributed from interest income of a RMMF which are exempted under Paragraph 35A of Schedule 6, is a final tax.

Any gains realised by Unit Holders (other than those in the business of dealing in securities, insurance companies or financial institutions) on the sale or redemption of the Units are treated as capital gains and will not be subject to income tax. This tax treatment will include in the form of cash or residual distribution in the event of the winding up of the Fund.

Unit Holders electing to receive their income distribution by way of investment in the form of new units will be regarded as having purchased the new Units out of their income distribution after tax.

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

We hereby confirm that the statements made in this report correctly reflect our understanding of the tax position under current Malaysian tax legislation. Our comments above are general in nature and cover taxation in the context of Malaysian tax legislation only and do not cover foreign tax legislation. The comments do not represent specific tax advice to any investors and we recommend that investors obtain independent advice on the tax issues associated with their investments in the Fund.

Yours faithfully,

for and on behalf of

**PRICEWATERHOUSECOOPERS TAXATION SERVICES SDN BHD**

Lim Phaik Hoon  
Partner

PricewaterhouseCoopers Taxation Services Sdn Bhd have given their written consent to the inclusion of their report as taxation adviser in the form and context in which they appear in this First Prospectus and have not, before the date of issue of the First Prospectus, withdrawn such consent.

## 13. ADDITIONAL INFORMATION

### CONSENT

The Trustee and Trustee's delegate (custodian function), Investment Manager and Investment Sub-Manager have given their consent for the inclusion of their names and statements in the form and context in which they appear in this prospectus and have not withdrawn such consent.

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

### LODGING A COMPLAINT

To lodge a complaint or for an internal dispute resolution, you can contact our client services personnel.

- |                   |   |   |
|-------------------|---|---|
| (a) via phone to  | : | 603-2778 1000   |
| (b) via email to  | : | <a href="mailto:cs.my@eastspring.com">cs.my@eastspring.com</a>  |
| (c) via letter to | : | Eastspring Investments Berhad<br>Level 22, Menara Prudential<br>Persiaran TRX Barat<br>55188 Tun Razak Exchange<br>Kuala Lumpur |

If you are not satisfied with the outcome of the internal dispute resolution process, you may direct your complaint to the FIMM's Complaints Bureau, the Financial Markets Ombudsman Service (FMOS) (formerly known as Ombudsman for Financial Services) or the SC. Please refer to the Product Highlights Sheet or visit [www.eastspring.com/my](http://www.eastspring.com/my) for the contact details.

## 14. DOCUMENTS AVAILABLE FOR INSPECTION

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

- the Deed;
- the current prospectus and supplemental or replacement prospectus, if any;
- the latest annual and semi-annual reports of the Fund;
- each material contract disclosed in this prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts;
- any report, letter or other document, valuation and statement by an expert, any part of which is extracted or referred to in this prospectus. Where a summary expert's report is included in this prospectus, the corresponding full expert's report shall be made available for inspection;
- where applicable, the audited financial statements of the Manager and the Fund for the current financial year and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- writ and relevant cause papers for all material litigation and arbitration disclosed in this prospectus; and
- consents given by experts disclosed in this prospectus.



## 15. COMPLIANCE WITH LAWS IN VARIOUS JURISDICTIONS

In managing the Fund, the Manager may be obliged to comply with, observe or fulfil the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standards and requests of or agreements with any public, judicial, tax, governmental or other regulatory authorities or self-regulatory bodies (the “*Authorities*” and each is an “*Authority*”) in various jurisdictions relating to any matter in connection with the Fund and/or the Manager’s business including without limitation, tax compliance, anti-money laundering, sanctions, anti-terrorism financing or the prevention and detection of crime (the “*Applicable Requirements*”) which may be amended, promulgated or introduced from time to time.

In this connection, the Manager may take all reasonable steps to ensure compliance with and adherence to the Applicable Requirements subject to compliance with the relevant laws in Malaysia.

### Disclosure of information to the Authorities

In complying with the Applicable Requirements and subject to the following, the Manager may be required to disclose any information relating to a Unit Holder and/or a Unit Holder’s investments to any Authority, including without limitation:

- (a) the Unit Holder’s account number, investment and redemption details, and the amount of income distribution paid to the Unit Holder;
- (b) if the Unit Holder is an individual, the name, nationality, address, tax identification number, and his U.S. Person status (if applicable); and
- (c) if the Unit Holder is a corporation or any other type of entity, the name, registered office, business address, place of establishment, tax identification number, information of the management, substantial shareholders, legal and beneficial owners or controllers and its U.S. Person status (if applicable).

If the Manager intends to disclose the information of a Unit Holder and/or a Unit Holder’s investments to any Authority, the Manager will seek the prior consent of such Unit Holder (unless such consent has already been given by the Unit Holder in the subscription or application form or in any other subsequent document, or unless the relevant laws in Malaysia provide otherwise) whether by mail or such other mode of communication as it deems appropriate.

Such disclosure may be sent by the Manager, its delegates or related corporations, or any other entity as the Manager deems fit.

If the Manager requires any further information or documents for the purposes of its disclosure to an Authority, the Manager may request and a Unit Holder shall provide the Manager with such further information or documents within such time as may be reasonably required by the Manager.

Notwithstanding the above, if such disclosure becomes mandatory under the relevant laws in Malaysia, the Manager shall be entitled to make such disclosure to the Authority without the prior consent of, or any notification to, a Unit Holder.

### Updating of information by Unit Holder

A Unit Holder shall provide his or her assistance as may be necessary (including, where required, providing the Manager with further information and documents relating to the Unit Holder, associated persons or affiliates and where the Unit Holder is a corporation or any other type of entity, further information and documents relating to its management, and legal and beneficial owners) to enable the Manager to comply with its obligations under the Applicable Requirements.

The Unit Holder will update the Manager in a timely manner of any change to any of the details previously provided to the Manager whether at the time of subscription or at any other times. In particular, it is very important that the Unit Holder notifies the Manager immediately if:

- (a) the Unit Holder is an individual, and there is a change in his or her nationality, he or she acquires additional nationality or citizenship, or changes in his or her tax residency; or
- (b) the Unit Holder is a corporation or any other type of entity, and there is a change in its registered office, business address, substantial shareholders or their details, legal and beneficial owners or controllers or their details.

If any of these changes occurs or if any other information comes to the Manager’s attention concerning such changes, the Manager may be required to request certain documents or information from the Unit Holder. Such information and documents include but are not limited to duly completed and/or executed (and, if necessary, notarised) tax declarations or forms.

### Effect of non-compliance by Unit Holder

If:

- (a) a Unit Holder does not provide the Manager with the information or documents or any other assistance requested by the Manager in a timely manner;
- (b) a Unit Holder does not update the Manager in a timely manner of any change to any of the details previously provided to the Manager whether at the time of subscription or at any other times; or
- (c) any information or document provided by a Unit Holder is not up-to-date, accurate or complete such that the Manager is unable to comply with or adhere to the Applicable Requirements,

the Manager may continue to request for such information or document from the Unit Holder by letter, email, telephone or any other manner which the Manager may deem appropriate or repurchase all the Units held by the Unit Holder by providing prior written notice to the Unit Holder of such repurchase if such repurchase is necessary, to ensure that the Manager is in compliance with the Applicable Requirements.

**Notice on Personal Data Protection**

All personal data of a Unit Holder contained in the subscription or application form and all and any further personal data collected in the course of the business relationship with the Manager may be processed by the Manager or its delegates and other related corporation, including those established outside Malaysia, the Trustee or its delegates and any other intermediaries related to the Fund. Such data shall be processed for the purposes of account opening and administration, anti-money laundering requirements, tax identification (including for the purpose of compliance with the Applicable Requirements), processing of transaction(s) and/or any other general business purposes (except for direct marketing and promotion of the Manager's other products and services) by the Manager.

For the purposes of the aforesaid notice, the term "personal data" shall have the same meaning prescribed in the Personal Data Protection Act 2010 ("the PDPA") and the term "processed" shall have the same meaning as "processing" as prescribed in the PDPA.

## 16. DIRECTORY OF SALES OFFICE

### HEAD OFFICE

Eastspring Investments Berhad  
Level 22, Menara Prudential  
Persiaran TRX Barat  
55188 Tun Razak Exchange  
Kuala Lumpur

**General tel:** 603-2778 3888

**General fax:** 603-2789 7220

**Client services tel:** 603-2778 1000

**Email:** [cs.my@eastspring.com](mailto:cs.my@eastspring.com)

**Website:** [www.eastspring.com/my](http://www.eastspring.com/my)

### SELANGOR

Eastspring Investments Berhad  
A-17-P1 & M  
Block A, Jaya One  
72A, Jalan Profesor Diraja Ungku Aziz  
46200 Petaling Jaya  
Selangor

**Tel:** 603-7948 1288

**Fax:** 603-7948 1299

### SABAH

Eastspring Investments Berhad  
Suite E3, 9<sup>th</sup> Floor, CPS Tower  
Centre Point Sabah  
No. 1, Jalan Centre Point  
88000 Kota Kinabalu  
Sabah

**Tel:** 6088-238 613

**Fax:** 6088-232 136

## TRANSACTION FORM-BUY

Master Account Number

Campaign code (if applicable)

☐ **Eastspring/Prudential Staff Own Investment**  
 (Please provide a copy of staff ID card)

☐ **Eastspring Agent Own Investment**  
 (Agent's Own Investment Benefit (AOIB) @ Zero Sales Charge  
 - Please complete AOIB form)

In accordance with the requirements of the Capital Markets and Services Act 2007 (CMSA), this Transaction Form-Buy should not be circulated unless accompanied by the latest prospectus or information memorandum and supplemental thereto (if any). You should read and understand the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet before completing this form. Complete in **BLOCK LETTERS** and **BLACK INK** only and tick (✓) where applicable. **Pre-signing of form is strictly prohibited.**

## 1 INDIVIDUAL/NON-INDIVIDUAL APPLICANT DETAILS

S/No.: B020352

Principal Account Holder Full Name/Name of Organisation

(as in NRIC/Passport/Company Registration)

Principal Account Holder NRIC/Passport No./Company Registration No.

Joint Account Holder Full Name

(as in NRIC/Passport/Birth Certificate)

Joint Account Holder NRIC/Passport No. or Birth Certificate No. (if minor)

Name of Contact Person

(for non-individual applicants)

Contact No.

Country code\*

Area code

Phone number

Office Extension  
(where applicable)

## 2 BUY DETAILS

Name of Fund(s)

Currency  
(e.g. MYR, USD, SGD)

Amount

Eastspring Investments

Eastspring Investments

Eastspring Investments

Eastspring Investments

Payment mode

**Online Transfer**

(Please provide a copy of the online transfer receipt)

**Note:** Investor must not give cash to any Unit Trust Consultant or transfer money to any Unit Trust Consultant's personal bank account.

**Cheque/Bank Draft No.**

(for MYR class only)

(Payable to Eastspring Investments Berhad)  
(Please provide a copy of the bank draft application form)**EPF Members' Investment Scheme**

(Please provide a completed KWSP 9N Form)

## 3 DECLARATION AND SIGNATURE(S)

I/We acknowledge receipt and declare that I/we have read and understood the contents of the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet for the fund(s) and the Terms and Conditions of the Eastspring Investments Berhad ("Eastspring") Master Account ("Eastspring Master Account") and the Unit Trust Loan Financing Risk Disclosure Statement prior to completing the Transaction Form-Buy.

I/We undertake to be bound by the latest prospectus or information memorandum and supplemental thereto (if any) and product highlights sheet for the fund(s), the Terms and Conditions of the Eastspring Master Account and provisions of the deed and supplemental deed (if any) of the fund(s) for my/our initial and all subsequent transactions with Eastspring.

I/We am/are also aware of the fees and charges that I/we will incur directly or/and indirectly when investing in the fund(s).

I/We am/are not acting as a nominee for any undisclosed third party and none of the investment monies invested with Eastspring was derived from proceeds from an unlawful activity as defined by the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

I/We hereby agree to indemnify Eastspring against all actions, suits, proceedings, claims, damages, and losses which may be suffered by Eastspring as a result of any inaccuracy of declarations herein.

I acknowledge that the unit trust consultant has taken the following measures in consideration of my Vulnerable Customer status, where applicable:

- Allowed sufficient time for me to process the information that has been provided; and
- Clarified with me on the method of communication available and offered to provide details in alternate format such as, post or email for clarity; and
- Asked me whether I would like to consult someone else first or would like to have someone present with me when receiving advice.

☐ I/We declare that there has been material change to the information provided in the previous suitability assessment ("SA") and I/we will submit a new SA form/Investor Profiling Form.
**For sole proprietor only**
☐ I hereby declare that I am the sole legal and beneficial owner of all the monies invested with Eastspring.
**For non-listed entities**
☐ I/We hereby declare that the company is NOT any one of the following:  
 (a) Financial institution; (b) A trust; (c) A non-listed entity of which more than 25% is directly/indirectly owned by any US person/entity; or (d) Required to file a tax return to the United States.
**For sophisticated investors only** (for the purchase of wholesale funds)
☐ I hereby declare that there has been a change to my status as sophisticated investor as defined under the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework.
Principal Account Holder/Authorised Signatory 1  
Date:Joint Account Holder/Authorised Signatory 2  
Date:Company/Official Stamp  
(For non-individual applicants)

## 4 DETAILS OF EASTSPRING UNIT TRUST CONSULTANT ("UTC")/DISTRIBUTOR

UTC Code

Reporting Branch

Name

Contact No.

Distributor Stamp

UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

Investing in a Unit Trust Fund with Borrowed Money is More Risky than Investing with Your Own Savings

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

- 1. The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money which you put in as deposit or down payment), the greater the loss or gain on your investment.
- 2. You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.
- 3. If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral (where units are used as collateral) or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold towards the settlement of your loan.

- 4. Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment may have done well in the past.

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

GENERAL INFORMATION ON PAYMENT

- 1. If payment is made by cheque:
  - (a) Cheque/bank drafts should be made payable to “EASTSPRING INVESTMENTS BERHAD” and must be drawn on a bank located in Malaysia. The investor should write his/her full name and NRIC No. on the back of each cheque.
  - (b) The cheque(s)/bank draft(s) must be attached to this Transaction Form. Alternatively, should the investor wish to deposit his/her cheque(s) into any of the Eastspring Investments Berhad bank accounts stated below, the investor is required to attach the cheque deposit slip stating his/her full name, NRIC No. and Master Account No. (if any).
- 2. If payment is made by EPF’s Members Investment Scheme, please fill in the KWSP 9N form and send it back to us with this Transaction Form.
- 3. If payment is made by Online Transfer, please provide a copy of the online transfer receipt together with this Transaction Form.
- 4. Third party cheques and third party online transfers are not allowed.

EASTSPRING INVESTMENTS BERHAD ACCOUNTS FOR ONLINE TRANSFER

<b>Name of Bank:</b> Standard Chartered Bank	<b>Name of Bank:</b> HSBC Bank Malaysia Berhad	<b>Name of Bank:</b> Malayan Banking Berhad	<b>Name of Bank:</b> Deutsche Bank (Malaysia) Berhad
<b>Account Name:</b> Eastspring Investments Berhad	<b>Account Name:</b> Eastspring Investments Berhad	<b>Account Name:</b> Eastspring Investments Berhad	<b>Account Name:</b> Eastspring Investments Berhad
<b>Account No.:</b> 312-1-4358303-2	<b>Account No.:</b> 305-417255-101	<b>Account No.:</b> 514011576079	<b>Account No.:</b> 0003111-00-0

TERMS AND CONDITIONS

Compliance with laws in various jurisdictions

- 1. Eastspring may be obliged to comply with or, at its sole and absolute discretion, choose to have regard to, observe or fulfil the requirements or expectations of the laws, regulations, orders, guidelines, codes, market standard, good practices and requests of or agreements with public, judicial, taxation, governmental and other regulatory authorities or self-regulatory bodies (the “Authorities” and each an “Authority”) in various jurisdictions relating to any matter in connection with its business including without limitation, tax compliance, anti-money laundering, sanctions, terrorism financing or the prevention and detection of crime as amended, promulgated and introduced from time to time (the “Applicable Requirements”).
- 2. In this connection, Eastspring may disclose the particulars or any information concerning Unit Holders, Joint Holders and/or their investments to any Authority in connection with its compliance or adherence (voluntary or otherwise) with the Applicable Requirements.
- 3. If a Unit Holder and Joint Holder, where applicable, do not:
  - (a) provide to Eastspring in a timely manner with the information or documents required as set out in the Offering Document/Eastspring Master Account or additional information as requested from time to time; and/or
  - (b) provide to Eastspring with information or documents that are up-to-date, accurate or complete,such that Eastspring is unable to ensure its ongoing compliance or adherence (whether voluntary or otherwise) with the Applicable Requirements, the Unit Holder and Joint Holder, where applicable, accept and agree that Eastspring may take such steps as it deems fit as set out in the Offering Document of the relevant Funds.