

INFORMATION MEMORANDUM

IN RESPECT OF THE

ASTUTE DIVIDEND MAXIMISER FUND

This Information Memorandum is dated 28 February 2022.

Manager:
Astute Fund Management Berhad
(formerly known as Apex Investment Services Berhad)
(Registration No.: 199701004894 (420390-M))

Trustee:
CIMB Commerce Trustee Berhad
(Registration No.: 199401027349 (313031-A))

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM. 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 5.

UNITS OF ASTUTE DIVIDEND MAXIMISER FUND CAN ONLY BE SOLD TO SOPHISTICATED INVESTORS.

RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

This Information Memorandum has been seen and approved by the directors of Astute Fund Management Berhad (*formerly known as Apex Investment Services Berhad*) and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm, having made all enquiries which are reasonable in the circumstances, that to the best of their knowledge and belief, there are no other facts omitted which would make any statement herein misleading.

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of Astute Fund Management Berhad (*formerly known as Apex Investment Services Berhad*) and takes no responsibility for the contents of this Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the content of this Information Memorandum.

ADDITIONAL INFORMATION

Investors are advised to read this Information Memorandum and obtain professional advice before subscribing to the Astute Dividend Maximiser Fund.

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

The Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or a U.S. citizen or U.S. tax resident individual, (including a green-card holder, an individual with substantial U.S. presence and an individual who has U.S. permanent or mailing address), a U.S. corporation, U.S. partnership, U.S. trust or U.S. estate for U.S. federal income tax purposes ("U.S. Person(s)"). Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in the Fund.

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CORPORATE DIRECTORY

Manager

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(formerly known as Apex Investment Services Berhad)
(Registration No.: 199701004894 (420390-M))

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Trustee

Name: CIMB Commerce Trustee Berhad (Registration No.: 199401027349
(313031-A))

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DEFINITIONS

Base Currency	Means the base currency of the Fund, i.e. Ringgit 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.
CMSA	Means the Capital Markets and Services Act 2007 as may be amended from time to time.
Deed	Means the deed dated 15 February 2022 entered into between the Manager and the Trustee and any other supplemental deeds that may be entered into between the Manager and the Trustee in respect of the Fund.
financial institution	Means, (a) if the institution is in Malaysia: (i) licensed bank; (ii) licensed investment bank; (iii) Islamic bank; or (iv) development financial institutions regulated under the Development Financial Institutions Act 2002; (b) if the institution is outside Malaysia, any institution that is licensed, registered, approved, authorised to provide financial services by the relevant banking regulator.
Fund	Means the Astute Dividend Maximiser Fund.
Information Memorandum	Means this document, and includes any supplementary or replacement information memorandum.
Initial Offer Period	Means the period when an investor may purchase Units of the Fund at the Initial Offer Price.
Initial Offer Price	Means the fixed price at which Units are offered to investors during the Initial Offer Period.
Launch Date	Means the date on which sales of Units of the Fund may first be made; the Launch Date is also the date of constitution of the Fund.
licensed bank	Has the same meaning as prescribed under the Financial Services Act 2013.
licensed investment bank	Has the same meaning as prescribed under the Financial Services Act 2013.
Manager	Refers to Astute Fund Management Berhad (<i>formerly known as Apex Investment Services Berhad</i>).
Net Asset Value or NAV	Means the value of all the assets of the Fund less the value of all the liabilities of that Fund at a 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.

Redemption Charge	Means a fee payable pursuant to a redemption request.
Redemption Price	Means the price at which Units will be redeemed by a Unit Holder pursuant to a redemption request.
RM	Means Ringgit Malaysia, the official currency of Malaysia.
Sales Charge	Means a fee payable pursuant to an application for purchase of Units.
Securities Commission or SC	Means the Securities Commission Malaysia.
Selling Price	Means the price at which Units will be sold to a Unit Holder pursuant to an application for purchase of Units.
Sophisticated Investors	Refers to: <ul style="list-style-type: none"> (a) An individual whose total net personal assets, or total net joint assets with his or her spouse, exceeding RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence; (b) an individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies in the preceding twelve (12) months; (c) an individual who, jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies in the preceding twelve (12) months; (d) an individual whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding RM1 million or its equivalent in foreign currencies; (e) a company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding RM10 million or its equivalent in foreign currencies; (f) a corporation that is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the CMSA and has assets under its management, exceeding RM10 million or its equivalent in foreign currencies; (g) a corporation that is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding RM10 million or its equivalent in foreign currencies; (h) a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts; (i) a partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies; (j) a statutory body established under any laws unless otherwise determined by the SC; (k) a pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967; (l) a unit trust scheme, private retirement scheme or prescribed investment scheme; (m) Bank Negara Malaysia; (n) a licensed person or a registered person; (o) an exchange holding company, a stock exchange, a

- derivatives exchange, an approved clearing house, a central depository or a recognised market operator;
- (p) a corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the SC;
 - (q) a bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010;
 - (r) an Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010;
 - (s) a chief executive officer or a director of any person referred to in paragraphs (n) to (r);
 - (t) a closed-end fund approved by the SC;
 - (u) any person who acquires unlisted capital market products where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; and
 - (v) any other investor as may be defined by the SC from time to time.

Special Resolution

Means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths of the Unit Holders present and voting in person or by proxy” means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of winding-up the Fund, “**Special Resolution**” means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number holding not less than three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.

Trustee

Refers to CIMB Commerce Trustee Berhad.

Unit(s)

Means an undivided share in the beneficial interest and/or right in the Fund and a measurement of the right or interest of a Unit Holder in the Fund and means a Unit of the Fund.

Unit Holder

Refers to a Sophisticated Investor registered pursuant to the Deed as the holder of Units including persons jointly registered.

General Words and Expressions

In this Information Memorandum, unless the context otherwise requires, words importing the singular shall include the plural and vice-versa.

References to any law, rules, guidelines or orders shall include such law, rules, guidelines or orders as may be amended from time to time.

CHAPTER 1: KEY DATA

This section contains a summary of the salient information about the Fund.

Information about the Fund	
Name of Fund	Astute Dividend Maximiser Fund
Fund Category	Equity
Fund Type	Income and growth
Base Currency	RM
Investment Objective	<p>The Fund aims to provide regular income* and capital appreciation over a medium to long term investment horizon.</p> <p><i>*Income will be either be reinvested as additional Units in the Fund or be made in the form of cash.</i></p>
Investment Policy and Strategy	<p>The Fund aims to achieve its objective by investing a minimum of 70% of its NAV in equities listed on Bursa Malaysia and stock exchanges in the Asia-Pacific region and equity related products linked to these markets; the balance of its NAV may be invested in fixed income securities, collective investment schemes, money market instruments and deposits placed with financial institutions in Malaysia and Asia-Pacific region and other income related products linked to these markets. The Fund may also invest up to 10% of the Fund's NAV in structured products.</p> <p>The Fund's investments in foreign equities/instruments will be largely opportunistically driven when the Manager identifies equities that are able to provide potential higher dividend yields. The Fund's exposure to foreign equities/instruments will be up to 50% the NAV of the Fund.</p> <p>The Fund's main objective is to generate regular income and provide capital appreciation via its core dividend portfolio ("core portfolio"). In constructing its core portfolio, the Manager will first perform a screening of equities on a pre-determined set of criterias (such as minimum dividend yield, market capitalisation, daily trading value and earnings growth). After the screening exercise, the Manager will further refine its selection of equities via a bottoms-up approach based on other qualitative and quantitative factors such as management quality, earnings prospects and balance sheet strength. The Manager may also select equities with potential for dividend and capital growth.</p> <p>When deemed necessary, the Manager may use derivatives such as options, futures contracts, forwards contracts or swaps for the purpose of hedging.</p> <p>The Manager may seek to generate the returns on its core portfolio by lending out the Fund's securities to Bursa Malaysia approved borrowing representatives. The Manager will ensure that the total value of securities lent does not exceed 50% of the Fund's NAV. This would allow sufficient liquidity for the Manager to adjust the portfolio to adapt and respond to unexpected market conditions.</p>

	The Fund may adopt temporary defensive measures by investing into fixed income securities with high credit quality, short term deposits placed with financial institutions or money market instruments during adverse market conditions. This is to ensure that the Fund will still be able to provide regular distributions to the Unit Holders amidst high market volatilities.
Asset Allocation	The asset allocation of the Fund is as follows: <ul style="list-style-type: none"> ▪ a minimum of 70% of the Fund's NAV will be invested in local and foreign equities listed on Bursa Malaysia and stock exchanges in the Asia-Pacific region and equity related products linked to these markets; ▪ up to 30% of the Fund's NAV in fixed income securities, collective investment schemes, money market instruments and deposits with financial institutions in Malaysia and Asia-Pacific region and other income related products linked to these markets; and ▪ up to 10% of the Fund's NAV in structured products.
Specific Risks Related to the Fund	Security risk; Equity related product risk; Credit or default risk; Interest rate risk; Currency risk; Income distribution risk; Securities lending risk; and Risk associated with investment in structured products.

Benchmark	FTSE Bursa Malaysia Top 100 Index <i>The risk profile of the Fund is not the same as the risk profile of the benchmark.</i>
Investors' Profile	The Fund is suitable for Sophisticated Investors who: <ul style="list-style-type: none"> ▪ have a moderate risk tolerance; and ▪ seek regular income* stream and capital gains. <p><i>*Income will be reinvested in additional Units of the Fund or be made in the form of cash.</i></p>
Financial Year	31 December of every calendar year.
Initial Offer Price	RM1.00
Initial Offer Period	14 days from the date of this Information Memorandum.
Commencement Date	The Fund will commence its first investment within [7] Business Days after the end of the Initial Offer Period.
FEES AND CHARGES RELATED TO THE FUND	
<i>This table describes the fees and charges that you may incur DIRECTLY when you buy or sell Units of the Fund.</i>	
Sales Charge	Up to 3.00% of the NAV per Unit
Redemption Charge	Nil
Switching Fee	A differential sales charge on the amount switched will be imposed for switching from the Fund to other fund(s) managed by us.

Transfer Fee	Not applicable as transfer of Units is not available.
Other Charges	Charges, for instance bank charges, telegraphic charges and courier charges, shall be borne by the Unit Holders in order to execute transactions on behalf of the Unit Holders.
<i>This table describes the fees, charges and expenses that you may incur INDIRECTLY when you invest in the Fund:</i>	
Management Fee	1.50% per annum of the NAV of the Fund.
Trustee Fee	Up to 0.05% per annum of the NAV of the Fund (excluding foreign custodian fees and charges), subject to a minimum fee of RM12,000 per annum.
Other Expenses	Only expenses that are directly related and necessary in operating and administering the Fund and permitted by the Deed may be charged to the Fund.
Tax	A Unit Holder and/or the Fund (as the case may be) (hereinafter referred to as the "Paying Party") shall upon demand pay any tax which may be imposed by law to the party duly entitled to collect such tax in addition to any other payments payable by the Paying Party pursuant to the Information Memorandum and the Deed.
TRANSACTION INFORMATION	
Minimum Initial Investment	RM5,000 or such other lower amount as the Manager may from time to time prescribe.
Minimum Additional Investment	RM1,000 or such other lower amount as the Manager may from time to time prescribe.
Minimum Amount for Redemption of Units	1,000 Units or such other number of Units as the Manager may from time to time prescribe.
Frequency of Redemption	Unlimited.
Redemption Payment Period	Payment of redemption proceeds will be made into the Unit Holder's bank account within 7 Business Days from the date on which a redemption request is received by the Manager.
Transfer Facility	Not available.
Switching Facility	<p>The minimum switching amount is 1,000 Units and the amount switched must meet the minimum initial investment amount of the intended fund that the Unit Holder intends to switch into. However, if the switching request leaves a Unit Holder with less than the required minimum holdings of Units in the account, we will automatically switch the balance of the Units held in the Unit Holder's account.</p> <p>We reserve the right to reject any switching requests if we are of the view that the switching transaction is contrary with the best interest of the Fund.</p>
OTHER INFORMATION	
Distribution Policy	<p>Semi annual, subject to the availability of distributable income after the end of the Fund's first financial year.</p> <p><i>Note: Income will only be distributed from realised income or realised gains.</i></p>

Distribution Options	<p>Investor is given the option to either:</p> <p>(a) Reinvest the income distribution All income distribution will be reinvested in the form of additional Units at the NAV per Unit on the next Business Day immediately after the distribution declaration date without costs.</p> <p>Reinvestment will be done on the next Business Day immediately after the distribution declaration date.</p> <p>Or</p> <p>(b) Receive the income distribution All income distribution will be paid by way of transfer into a bank account held in the Unit Holder's name.</p> <p>If a Unit Holder does not state his option in the application form, the income distribution, if any, will be automatically reinvested into the Unit Holder's account in the form of addition Units. Unit Holders may also inform us in writing, at any time before the distribution declaration date of their option of receiving income distribution.</p> <p>Distribution, which is less than or equal to RM1,000.00 will be automatically reinvested on behalf of the Unit Holders based on the NAV per Unit of the income payment date which is the next Business Day immediately after the distribution declaration date.</p>
Reports	<p>Unit Holders will receive the following statements and reports:</p> <ul style="list-style-type: none"> • Confirmation of investment statements detailing his investment, which will be sent within 10 Business Days from the date monies are received by the Manager for investment in the Fund. This confirmation will include details of the Units purchased and the purchase price; • Monthly statements of account which shows the balance of Unit Holders' investments and all transactions made during the month, distribution details and investment value; • Quarterly reports. The quarterly reports will be sent to all Unit Holders within 2 months from the close of each financial quarter; • An annual report. The annual report will be sent to all Unit Holders within 2 months from the close of each financial year. •
Deed	<p>The Deed dated 28 February 2022 in respect of the Fund entered into between the Manager and the Trustee.</p>

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

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

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, PLEASE REFER TO THE "RISK FACTORS" SECTION COMMENCING ON PAGE 5.

CHAPTER 2: RISK FACTORS

The Manager encourages investors to give careful consideration to the associated risks when investing in the Fund and, accordingly, to obtain independent financial and taxation advice before investing in the Fund.

2.1 GENERAL RISKS OF INVESTING IN THE FUND

*Below are some of the **general risks** which investors should be aware of when investing in the Fund:*

Market risk

Market risk refers to potential losses that may arise from changes in the market conditions which in turn affect the market prices of the investments of the Fund. Market conditions are generally affected by, amongst others, social environment, political and economic stability. Any adverse market condition may affect the performance of the investments of the Fund resulting in changes to the market prices of those investments which in turn may affect the performance of the Fund.

Fund management risk

There is a risk that the fund manager may not adhere to the investment mandate of the Fund due to an oversight. Poor management of the Fund may also jeopardise the investment of a Unit Holder through the loss of his capital invested in the Fund. Therefore, the performance of the Fund is influenced by the expertise of the fund manager. This risk is mitigated by the role of the investment committee of the Manager which oversees the activities and performance of the fund manager and ensures that the Fund is managed in accordance to its objectives and any investment restrictions or policies applicable to the Fund.

Performance risk

The performance of the Fund depends on the investments of the Fund. If the investments of the Fund do not perform in accordance with expectations, there will be a negative impact on the performance of the Fund. This is where the experience and expertise of the fund manager is important as highlighted in the fund management risk write-up above. In view of the aforesaid, there is never a guarantee that investing in the Fund will produce the desired investment returns.

Inflation risk

Inflation creates uncertainties over the future value of investments. There is a risk that the Fund may generate a return on investment lower than the inflation rate. This would reduce investors' purchasing power even though the nominal value of the investment in monetary terms has increased.

Risk of non-compliance

There is a risk that the Manager may not be able to observe the rules governing the Fund. It is the intention of the Manager to observe all rules governing the Fund at all times. However, both external factors (adverse market conditions, natural disasters or political instability) and internal factors (oversight by the portfolio manager, a lapse in the compliance function, or a clerical error) could impact the ability of the Manager to observe rules governing the Fund. Whilst non-compliance with the rules governing the Fund will not necessarily result in losses to the Fund, Unit Holder cannot discount the risk that losses may be suffered by the Fund if the non-compliance with the rules is sufficiently serious.

Operational risk

This risk refers to the possibility of a breakdown in the Manager's internal controls and policies. The breakdown may be a result of human error (for instance the keying of wrong details), system failure (causing unnecessary downtime) or even fraud (where employees of the Manager collude with one another). Whilst this risk may not necessarily cause monetary loss to the Fund, it will most certainly cause inconvenience to Unit Holders. The Manager will regularly review its internal policies and system capability to mitigate the occurrence of this risk. Additionally, the Manager maintains a strict segregation of duties to mitigate the occurrence of fraudulent practices amongst employees of the Manager.

Returns are not guaranteed risk

There is no guarantee on the investment returns to Unit Holders. Unlike fixed deposits which carry a specific rate of return, the Fund does not provide a fixed rate of return.

2.2 SPECIFIC RISKS OF INVESTING IN THE FUND

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

Security risk

Prices of securities will fluctuate based on market conditions. Any adverse price movements as a result of newly available public information on financial performance, potential mergers and acquisitions, or loss of key personnel of a company will have an adverse impact on the Fund's NAV. The Manager strives to mitigate the impact of security risk by maintaining a sufficiently diversified portfolio.

Equity related products risk

The Fund may also invest in equity-related products such as warrants. The prices of warrants are typically linked to the underlying stock. However, the price and performance of such warrants will generally fluctuate more than the underlying stocks because of the greater volatility of the warrants market. Generally, as the warrants have a limited life, they will depreciate in value as they approach their maturity date, assuming that all other factors remain unchanged. Warrants that are not exercised at maturity will become worthless and negatively affect the NAV of the Fund.

Credit or Default risk

This risk refers to the possibility that an issuer, a financial institution, issuing fixed income securities, money market instruments will not be able to make interest payments in a timely manner leading to a reduction in the value of the Fund's investments and subsequently the value of the Fund. The risk also arises when the issuer of the investments of the Fund, for example, a financial institution defaults on its agreement, i.e. unable to service any income payments or pay the principal amount upon maturity. In such cases, investors may suffer significant capital losses with respect to their capital invested and income foregone. In general, this risk can be mitigated by placing moneys with financial institutions that are highly rated.

Interest rate risk

Interest rate fluctuations affect the returns of the Fund's investment in fixed income securities, money market instruments and deposits. Rates offered by the financial institutions will fluctuate according to the Overnight Policy Rate determined by Bank Negara Malaysia and this has direct correlation with the Fund's investments in money market instruments and deposits. The Fund benefits from higher interest rate and in the event the interest rate is low, the Fund's returns will also be low.

Currency risk

The Fund may be exposed to fluctuations in the exchange rate between the Base Currency and currencies in which the investments are denominated. Investors should be aware that a depreciation of the currencies in which the investments are denominated against the Base Currency will have an adverse effect on the NAV of the Fund and vice versa. Investors should also note that any gains or losses arising from fluctuations in the exchange rate may further increase or decrease the returns of the investment.

Income distribution risk

Distribution of income are not guaranteed and the Fund will only be able to make distribution from realized gains and/or realized income. As such, the Fund may not be able to make distributions if it does not receive such cash flows.

Securities lending risk

The Fund may engage in securities lending. If so, the Fund will have a credit risk exposure to the counterparties to any securities lending contract. The Fund's investments can be lent to counterparties over a period of time. A default by the counterparty combined with a fall in the value of the collateral below that of the value of the securities lent may have an adverse impact in the net asset value of the Fund.

Risk associated with investment in structured products

Investments in structured product are linked to the performance of specific underlying assets and are not equivalent to investment directly into those underlying assets. Generally, structured product has specified investment tenure. In the event the structure product unwinds before its maturity, the Fund may not be able to recoup the full principal amount.

Investments in structured product are also subject to credit and default risk of the issuer of the structured product. Where the issuer of the structured product is unable to meet its financial obligations towards the Fund, the value of the Fund will be adversely affected. This risk can be mitigated by having a stringent credit selection process for the issuer.

2.3 RISK MANAGEMENT STRATEGIES

The Manager constantly manages risks, amongst other things, by:

- (a) monitoring market liquidity;
- (b) performing continuous credit assessment on the issuers, financial institutions and/or counterparties;
- (c) adhering to the Fund's investment objective, investment policy and strategy and investment restrictions and limits; and
- (d) monitoring and reporting investment matters relating to the Fund to its board of directors.

THE ABOVE SHOULD NOT BE CONSIDERED TO BE AN EXHAUSTIVE LIST OF THE RISKS WHICH POTENTIAL INVESTORS SHOULD CONSIDER BEFORE INVESTING INTO THE FUND. POTENTIAL INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME.

YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF AN INVESTMENT. YOU SHOULD READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.

CHAPTER 3: FUND INFORMATION

3.1 INVESTMENT OBJECTIVE

The Fund aims to provide regular income* and capital appreciation over a medium to long term investment horizon.

** Income will be either be reinvested as additional Units in the Fund or be made in the form of cash.*

Any material change to the Fund's investment objective would require Unit Holders' approval.

3.2 INVESTMENT POLICY AND STRATEGY

The Fund aims to achieve its objective by investing a minimum of 70% of its NAV in equities listed on Bursa Malaysia and stock exchanges in the Asia Pacific region and equity related products linked to these markets; the balance of its NAV may be invested in fixed income securities, collective investment schemes, money market instruments and deposits placed with financial institutions in Malaysia and Asia-Pacific region and other income related products linked to these markets. The Fund may also invest up to 10% of the Fund's NAV in structured products.

The Fund's investments in foreign equities/instruments will be largely opportunistically driven when the Manager identifies equities that are able to provide potential higher dividend yields. The Fund's exposure to foreign equities/instruments will be up to 50% the NAV of the Fund.

The Fund's main objective is to generate regular income and provide capital appreciation via its core dividend portfolio ("core portfolio"). In constructing its core portfolio, the Manager will first perform a screening of equities on a pre-determined set of criterias (such as minimum dividend yield, market capitalisation, daily trading value and earnings growth). After the screening exercise, the Manager will further refine its selection of equities via a bottoms-up approach based on other qualitative and quantitative factors such as management quality, earnings prospects and balance sheet strength. The Manager may also select equities with potential for dividend and capital growth.

When deemed necessary, the Manager may use derivatives such as options, futures contracts, forwards contracts or swaps for the purpose of hedging.

The Manager may seek to generate the returns on its core portfolio by lending out the Fund's securities to Bursa Malaysia approved borrowing representatives. The Manager will ensure that the total value of securities lent does not exceed 50% of the Fund's NAV. This would allow sufficient liquidity for the Manager to adjust the portfolio to adapt and respond to unexpected market conditions.

The Fund may adopt temporary defensive measures by investing into fixed income securities with high credit quality, short term deposits placed with financial institutions or money market instruments during adverse market conditions. This is to ensure that the Fund will still be able to provide regular distributions to the Unit Holders amidst high market volatilities.

3.3 ASSET ALLOCATION

The asset allocation of the Fund is as follows:

- a minimum of 70% of the Fund's NAV will be invested in local and foreign equities listed on Bursa Malaysia and stock exchanges in the Asia-Pacific region and equity related products linked to these markets;
- up to 30% of the Fund's NAV in fixed income securities, collective investment schemes, money market instruments and deposits with financial institutions in Malaysia and Asia-Pacific region and other income related products linked to these markets; and
- up to 10% of the Fund's NAV in structured products.

3.4 BENCHMARK

FTSE Bursa Malaysia Top 100 Index

The risk profile of the Fund is not the same as the risk profile of the benchmark.

Source: www.bursamalaysia.com

3.5 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:

- Securities listed on Bursa Malaysia and throughout the Asia-Pacific region where the regulatory authorities are members of the International Organization of Securities Commissions;
- Securities listed on stock exchanges other than Bursa Malaysia and Asia Pacific, such as the United States and London stock exchanges whereby the domicile of the securities are in the Asia Pacific region;
- Unlisted securities, including without limitation, securities that have been approved by the relevant regulatory authorities for the listing of and quotation of such services;
- Fixed income securities;
- Equity related products;
- Money market instruments;
- Deposits with financial institutions;
- Units or shares in collective investment schemes;
- Structured products;
- Derivatives for hedging purposes; and
- Any other form of investments as may be permitted by the SC and agreed between the Manager and the Trustee from time to time.

IN THE CASE OF THE BREACH OF REGULATORY RESTRICTIONS, WE SHALL TAKE ALL NECESSARY STEPS AND ACTIONS TO RECTIFY THE BREACH AS REQUIRED UNDER THE RELEVANT LAWS OR AS DIRECTED BY THE REGULATORS. IN THE CASE OF BREACH OF OTHER RESTRICTIONS SUCH AS RESTRICTIONS IMPOSED BY INTERNAL POLICIES, WE WILL TAKE STEPS AND ACTIONS TO RECTIFY THE BREACH WITHIN A REASONABLE PERIOD AS WE DEEM NECESSARY.

3.6 POLICY ON GEARING

The Fund is not permitted to borrow cash or other assets (including the borrowing of securities within the meaning of the Securities Borrowing and Lending Guidelines) in connection with its activities. The Fund may not assume, guarantee, endorse or otherwise become indirectly or contingently liable for or in connection with any obligation or indebtedness of any person. However, the Fund may seek financing for the purpose of meeting redemption requests 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 financings are not persistent;
- the financing period should not exceed a month;
- the aggregate financing of the Fund should not exceed 10% of the NAV of the Fund at the time the financing is incurred; and
- the Fund may only seek financing from financial institutions.

3.7 BASES OF VALUATION OF THE ASSETS OF THE FUND AND VALUATION FOR THE FUND

3.7.1 BASES OF VALUATION OF THE ASSETS OF THE FUND

In undertaking any of its investments, the Manager will ensure that all the assets of the Fund are valued in accordance with the respective asset classes as follows:

Listed securities

Valuation of the Fund's investments in listed securities is based on the market price obtained at the close of the respective stock exchanges. Where the valuation based on market price does not represent the fair value of the securities or if there is no market price available, including in the event of a suspension in the quotation of the securities for a period exceeding fourteen (14) days, or shorter period as agreed with the Trustee, the listed securities will be valued at fair value, as determined in good faith by the Manager based on methods or bases approved by the Trustee after appropriate technical consultation.

Unlisted securities

Valuation of the Fund's investments in unlisted securities will be at fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.

Derivatives / Structured Products

Valuation of the Fund's derivatives and structured products are done on a daily basis, where possible. 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.

Fixed income securities

Investments in fixed income securities denominated in Ringgit Malaysia will be valued on a daily basis using fair value prices quoted by a bond pricing agency registered with the SC. If the Manager is of the view that the price quoted by the bond pricing agency differs from the market price by more than twenty (20) basis points, the Manager may use the market price provided that the Manager records the basis obtain all necessary approvals for not using the bond pricing agency price. The Manager will keep the audit trail of all decisions and basis for adopting the market yield.

Fixed income securities denominated in foreign currencies will be valued using prices quoted on financial data providers such as Bloomberg and Reuters.

Collective Investment Schemes

Investments in collective investment schemes will be valued based on the last published redemption price.

Money Market Instruments

Investments in money market instruments are valued each day by reference to the value of such investments and the interest accrued thereon for the relevant period.

Deposits with financial institutions

The value of any deposits placed with financial institutions shall be determined each day by reference to the nominal value of such investments and the accrued income thereon for the relevant period.

3.7.2 VALUATION FOR THE FUND

The Fund adopts a forward pricing basis which means that the price of a Unit will be calculated based on the NAV per Unit as at the next valuation point after a purchase request or a redemption request is received by the Manager.

The valuation of the Fund will be done on T+1 day due to different time zone of foreign markets. The valuation of the Units in respect of a particular Business Day can only be carried out in the following Business Day at the close of business of the last relevant foreign market in which the Fund invests in.

Accordingly, if applications for Units or requests for redemption are received before the cut-off time of 4.00 p.m. on a Business Day, say, Tuesday, the price of the Units in respect of those applications will be calculated based on the valuation of the Units done on Wednesday.

If applications for Units or requests for redemption are received after 4.00 p.m. on a Business Day, those applications and redemptions will be taken as transactions received on the next Business Day and the price of the Units in respect of those applications will be calculated based on the valuation of the Units done on Thursday.

Unit Holders may contact the Manager directly during business hours to obtain the latest price of the Fund.

CHAPTER 4: FEES, CHARGES AND EXPENSES

Expenses directly incurred by Unit Holders

4.1 SALES CHARGE

A sales charge of up to 3.00%* of the NAV per Unit may be imposed on the purchase of Units of the Fund.

**Investors may negotiate for a lower sales charge directly with the Manager.*

4.2 REDEMPTION CHARGE

The Manager does not intend to impose any Redemption Charge.

4.3 SWITCHING FEE

A differential sales charge on the amount switched will be imposed for switching from the Fund to other fund(s) managed by us.

4.4 TRANSFER FEE

Not applicable as transfer of Units is not available.

4.5 OTHER CHARGES

Charges, for instance bank charges, telegraphic charges and courier charges, shall be borne by the Unit Holders in order to execute transactions on behalf of the Unit Holders.

4.6 MANAGEMENT FEE

1.50% per annum of the NAV of the Fund.

Please refer to the illustration under Section 5.3 below to see how the management fee is calculated.

4.7 TRUSTEE FEE

Up to 0.05% per annum of the NAV of the Fund (excluding foreign custodian fees and charges), subject to a minimum fee of RM12,000 per annum.

4.8 OTHER EXPENSES

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

- (a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes (if any);
- (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by the auditor 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 the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- (i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;
- (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) 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;
- (n) (where the custodial function is delegated by the Trustee) charges and fees paid to custodians taking into custody any foreign assets of the Fund;
- (o) costs and fees incurred in relation to the distribution of income (if any); and
- (p) costs, fees and expenses incurred in connection with the printing and postage for the annual and quarterly reports, tax certificates and other services associated with the administration of the Fund;
- (q) fees in relation to fund accounting; and
- (r) 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 (q) above.

4.9 REBATES AND SOFT COMMISSION

The Manager will not retain any form of rebate or soft commission other than those in the form of research materials.

4.10 TAX

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

CHAPTER 5: TRANSACTION INFORMATION

5.1 PRICING POLICY

The Manager will adopt a single pricing policy when calculating your subscription for and redemption of Units which means that the Selling Price and the Redemption Price will be transacted and quoted on a single price i.e., the NAV per Unit of the Fund.

The NAV per Unit of the Fund will be valued as at the next valuation point, which is at 5.00 p.m. on T+1 Business Day, on a forward pricing basis.

5.2 INCORRECT PRICING

The Manager shall take immediate action to rectify any incorrect valuation and/or pricing of the Fund and/or the Units and to notify the Trustee and the relevant authorities of the same unless the Trustee considers the incorrect valuation and/or pricing of the Fund and/or the Units is of minimal significance. An incorrect valuation and/or pricing of the Fund and/or the Units shall result in a reimbursement of moneys unless the Trustee considers that such incorrect valuation and/or pricing of the Fund and/or the Units is of minimal significance.

The Trustee shall not consider an incorrect valuation and/or pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy 0.5% or more of the Net Asset Value per Unit unless the total impact on a Unit Holder's account is less than RM10.00. An incorrect valuation and/or pricing not considered to be of minimal significance by the Trustee shall result in reimbursement of moneys and/or creation of Units in the following manner:

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

5.3 APPLICATION FOR UNITS

During the Initial Offer Period, Units of the Fund will be issued at the Initial Offer Price. After the Initial Offer Period, investors will purchase Units at the NAV per Unit of the Fund as at the next valuation point after their application is accepted by the Manager.

An application for Units must be submitted with the following documents:

1. a completed account opening form together with the pre-qualification declaration if the applicant is a new investor;
2. a completed investment application form;
3. the necessary payment for the purchase of Units; and
4. all relevant supporting documents such as a photocopy of an investor's identity card (for individual applicants) or certified true copy of the certificate of incorporation or registration,

memorandum and articles of association or constitution or by-laws, and relevant resolutions (for corporate applicants).

The Manager may reject any application that is not complete and/or not accompanied by the required documents and those applications will only be processed upon the documentation being satisfactorily completed.

Application for Units made before the cut-off time of 4.00 p.m. on any Business Day will be issued Units at the Selling Price calculated at the next valuation point (i.e. "forward pricing").

Where an application is received after the cut-off time, as above, the request will be treated as having been received on the next Business Day.

Investors should be aware that the Manager may reject any application without providing any reason.

Below is an illustration on how Units are allocated when a Unit Holder purchases Units of the Fund:

Assuming that the NAV per Unit is RM1.0000 and a Sales Charge of 3.00% is imposed on the investment. Say, for example, a Unit Holder wants to invest RM10,000, the amount that the Unit Holder will have to pay as Sales Charge is:

$$\begin{aligned} \text{Sales Charge} &= 3.00\% \times (\text{amount to be invested}) \\ &= 3.00\% \times \text{RM}10,000 \\ &= \text{RM}300.00 \end{aligned}$$

The total amount that a Unit Holder will have to pay is:

$$\begin{aligned} \text{Total to be paid} &= \text{amount to be invested} + \text{Sales Charge} \\ &= \text{RM}10,000 + \text{RM}300.00 \\ &= \text{RM}10,300.00 \end{aligned}$$

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

$$\begin{aligned} \text{Units allocated to the} &= \frac{\text{amount to be invested}}{\text{NAV per Unit}} \\ \text{Unit Holder} &= \frac{\text{RM}10,000}{\text{RM}1.0000 \text{ (rounded up to 4 decimal places)}} \\ &= 10,000 \text{ Units} \end{aligned}$$

5.4 REDEMPTION OF UNITS

Unit Holders may request a redemption of their Units by completing the prescribed redemption request form or such other form as the Manager may accept and returning it to the Manager on any Business Day; the redemption request form is available at the office of the Manager.

All such requests must be received by the Manager before 4.00 p.m. on a Business Day. Any requests received after 4.00 p.m. will be treated as having been received on the next Business Day.

Units will be redeemed at the NAV per Unit of the Fund calculated as at the next valuation point after the redemption request form is received by the Manager.

Payment of redemption proceeds will be made into the Unit Holders' personal or corporate banking account within 7 Business Days from the date on which a redemption request is received by the Manager.

5.5 TRANSFER OF UNITS

Not available.

5.6 SWITCHING OF UNITS

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

We reserve the right to reject any switching requests if we are of the view that the switching transaction is contrary with the best interest of the Fund.

5.7 POLICY ON ROUNDING ADJUSTMENTS

The calculation of the NAV per Unit of the Fund is rounded to 4 decimal points.

The amount for application and redemption of Units will be rounded to 2 decimal points.

5.8 POLICY ON THE MANAGER DEALING IN UNITS OF THE FUND

The Manager may only hold Units to comply with redemption requests and for the purposes of creating Units to meet anticipated applications for Units. The Manager may only hold a maximum of 3,000,000 Units or 10% of the Units in circulation, whichever is lower.

5.9 PERIODIC REPORTING TO UNIT HOLDERS

Unit Holders will receive the following statements and reports:

- Confirmation of investment statements detailing his investment, which will be sent within 10 Business Days from the date monies are received by the Manager for investment in the Fund. This confirmation will include details of the Units purchased and the purchase price;
- Monthly statements of account which shows the balance of Unit Holders' investments and all transactions made during the month, distribution details and investment value;
- Quarterly reports. The quarterly reports will be sent to all Unit Holders within 2 months from the close of each financial quarter;
- An annual report. The annual report will be sent to all Unit Holders within 2 months from the close of each financial year.

5.10 DISTRIBUTION POLICY

The Fund will distribute income (subject to income availability), on a semi-annual basis after the end of its first financial year.

Please refer to Section 5.11 for information regarding the mode of distribution.

5.11 DISTRIBUTION OPTIONS

Investor is given the option to either:

(a) Reinvest the income distribution

All income distribution will be reinvested in the form of additional Units at the NAV per Unit on the next Calendar Day immediately after the distribution declaration date without costs.

Reinvestment will be done on the next Calendar Day immediately after the distribution declaration date.

Or

(b) Receive the income distribution

All income distribution will be paid by way of transfer into a bank account held in the Unit Holder's name.

If a Unit Holder does not state his option in the application form, the income distribution, if any, will be automatically reinvested into the Unit Holder's account in the form of addition Units. Unit Holders may also inform us in writing, at any time before the distribution declaration date of their option of receiving income distribution.

Distribution, which is less than or equal to RM1,000.00 will be automatically reinvested on behalf of the Unit Holders based on the NAV per Unit of the income payment date which is the next Calendar Day immediately after the distribution declaration date.

CHAPTER 6: THE MANAGER

6.1 BACKGROUND OF THE MANAGER

Astute Fund Management Berhad (*formerly known as Apex Investment Services Berhad*) was incorporated on 21 February 1997 under the Companies Act, 2016 and has been in operations since the date of its incorporation.

The Manager has total assets under management of RM380,228,856 as at 31 January 2022.

6.2 ROLE, DUTIES AND RESPONSIBILITIES OF THE MANAGER

The Manager is responsible for the day-to-day management and administration of the Fund in accordance with the provisions of the Deed, this Information Memorandum and the Manager's internal policies. The main duties of the Manager, amongst other things, include:

- Maintaining proper records and the register for the Fund;
- Calculating the amount of income for cash distributions or unit splits to the Unit Holders;
- Providing sales, marketing and customer service support to Unit Holders;
- Ensuring compliance with internal procedures and all relevant laws.

A compliance unit has been established by the Manager to ensure compliance standards are adhered to at all times. The compliance officer has reporting lines to the board of directors of the Manager. The Manager appoints an external firm to perform the duties of the internal audit function. The external firm reports to the Manager's audit committee and its performance is assessed on an annual basis.

CHAPTER 7: THE TRUSTEE

7.1 ABOUT CIMB COMMERCE TRUSTEE BERHAD

CIMB Commerce Trustee Berhad was incorporated on 25 August 1994 and registered as a trust company under the Trust Companies Act, 1949 and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral 50470, Kuala Lumpur, Malaysia. The Trustee is qualified to act as a trustee for collective investment schemes approved under the Capital Markets and Services Act 2007.

7.2 EXPERIENCE IN TRUSTEE BUSINESS

CIMB Commerce Trustee Berhad has been involved in unit trust industry as trustee since 1996. It acts as trustee to various unit trust funds, real estate investment trusts, wholesale funds, private retirement schemes and exchange traded funds.

7.3 DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

The Trustee's functions, duties and responsibilities are set out in the Deed. The general functions, duties and responsibilities of the Trustee include, but are not limited to, the following:

- (a) Take into custody the investments of the Fund and hold the investments in trust for the Unit Holders;
- (b) Ensure that the Manager, operates and administers the Fund in accordance with the provisions of the Deed, SC guidelines and acceptable business practice within the unit trust industry;
- (c) As soon as practicable, notify the Securities Commission of any irregularity or breach of the provisions of the Deed, SC guidelines and any other matters which in the Trustee's opinions may indicate that the interests of Unitholders are not served;
- (d) Exercise reasonable diligence in carrying out its functions and duties, actively monitoring the operations and management of the Fund by the Manager to safeguard the interests of Unit Holders;
- (e) Maintain, or cause the Manager to maintain, proper accounting records and other records as are necessary to enable a complete and accurate view of the Fund to be formed and to ensure that the Fund is operated and managed in accordance with the Deed of the Fund, Information Memorandum, the SC guidelines and securities law; and
- (f) Require that the accounts be audited at least annually.

The Trustee has covenanted in the Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unit Holders.

7.4 TRUSTEE'S STATEMENT OF RESPONSIBILITY

The Trustee has given its willingness to assume the position as Trustee of the Fund and all the obligations in accordance with the Deed, all relevant laws and rules of law.

7.5 TRUSTEE'S DELEGATE

CIMB Commerce Trustee Berhad has delegated its custodian function to CIMB Bank Berhad (CIMB Bank). CIMB Bank's ultimate holding company is CIMB Group Holdings Berhad a listed company on Bursa Malaysia. CIMB Bank provides full fledged custodial services, typically clearing, settlement and safekeeping of all types of investment assets and classes, to a cross section of investors and intermediaries client base, both locally and overseas.

For the local Ringgit Malaysia assets, they are held through its wholly owned nominee subsidiary CIMB Group Nominees (Tempatan) Sdn Bhd. For foreign non-Ringgit Malaysia assets, CIMB Bank appoints global custodian as its agent bank to clear, settle and safekeep on its behalf and to its order.

All investments are automatically registered in the name of the custodian to the order of the Trustee. CIMB Bank acts only in accordance with instructions from the Trustee.

7.6 TRUSTEE'S DISCLOSURE ON MATERIAL LITIGATION

As at 15 February 2022, the Trustee 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 or financial position, or the same of any of its delegates.

CHAPTER 8: RIGHTS AND LIABILITIES OF UNIT HOLDERS

8.1 RIGHTS OF UNIT HOLDERS

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

- receive distributions, if any, from the Fund;
- participate in any increase in the NAV per Unit of the Fund;
- call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a Special Resolution;
- receive monthly statements, quarterly and annual reports on the Fund; and
- exercise such other rights and privileges as provided for in the Deed.

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

8.2 LIABILITIES OF UNIT HOLDERS

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

- 1) A Unit Holder would not be liable for nor would a Unit Holder be required to pay any amount in addition to the payment for Units of the Fund as set out in the Information Memorandum and the Deed.
- 2) A Unit Holder would not be liable to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee on behalf of the Fund exceed the NAV of the Fund.

CHAPTER 9: POWER TO CALL FOR A UNIT HOLDERS' MEETING

9.1 MEETINGS DIRECTED BY THE UNIT HOLDERS

Unless otherwise required or allowed by the relevant laws, the Manager shall, within 21 days of receiving a direction from not less than 50 or 1/10, whichever is less, of all the Unit Holders o, summon a meeting of the Unit Holders by:

- (a) sending by post, facsimile or e-mail to each Unit Holder at his last known address, facsimile number or e-mail address or, in the case of jointholders, to the jointholder whose name stands first in the records of the Manager, to the jointholder's last known address, facsimile number or e-mail address at least 7 days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders;
- (b) 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 from not less than 50 or 1/10, whichever is the lesser number, of all the Unit Holders.

9.2 MEETINGS SUMMONED BY THE TRUSTEE

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

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

9.3 MEETINGS SUMMONED BY THE MANAGER

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

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

9.4 PROVISIONS GOVERNING UNIT HOLDERS' MEETINGS

Quorum

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

- (i) if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy;
- (ii) if the Fund has only two (2) Unit holders, the quorum required for a meeting of the Unit Holders of the Fund shall be one (1) Unit Holder, 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 25% of the Units in circulation of the Fund 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 of the Fund.

9.5 TERMINATION OF THE FUND

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

- A Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund; and
- Such other events and situations as provided in the Deed.

Notwithstanding the above, the Manager may, in its sole discretion and without having to obtain the prior consent of the Unit Holders terminate the trust 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.

CHAPTER 10: ADDITIONAL INFORMATION

10.1 UNCLAIMED MONEYS

Any moneys payable to the Unit Holders, if any, which remain unclaimed after 12 months as prescribed by the Unclaimed Moneys Act, 1965 (revised 1989), shall be lodged with the registrar of unclaimed moneys in accordance with the provisions of the Unclaimed Moneys Act, 1965.

10.2 ANTI-MONEY LAUNDERING POLICIES

The Manager has established a set of policies and procedures to counter the risk involving money laundering and financing of terrorism, in compliance with the provision of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001. As such the Manager will actively prevent and take measures to guard against being used as medium for money laundering activities. All customers will be checked against various reliable sources for money laundering information. Enhanced due diligence process will be conducted on high risk customers. Any suspicious transaction will be reported to the Financial Intelligence and Enforcement Department of Bank Negara Malaysia.

10.3 NO GUARANTEE

The Manager does not guarantee the performance or success of the Fund. Investors are advised to read this Information Memorandum and obtain professional advice before subscribing to the Fund.

10.4 ENQUIRIES

All enquiries about the Fund and/or investment in the Fund should be directed in writing to:

Astute Fund Management Berhad
(formerly known as Apex Investment Services Berhad)
3rd Floor, Menara MBSB
46 Jalan Dungun
Damansara Heights
50490 Kuala Lumpur.