

United Global Transformation Fund

Manager:

UOB Asset Management (Malaysia) Berhad
Registration No. 199101009166 (219478-X)

Trustee:

Deutsche Trustees Malaysia Berhad
Registration No. 200701005591 (763590-H)

This Prospectus is dated 21 February 2024.

The date of constitution of the United Global Transformation Fund is
21 February 2024.

**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 13.**



Right By You

TABLE OF CONTENTS

	PAGE NO.
RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER	1
DEFINITION	3
CORPORATE DIRECTORY	7
CHAPTER 1: THE FUND	8
1.1 Name of the Fund	8
1.2 Fund Category	8
1.3 Fund Type	8
1.4 Base Currency	8
1.5 Class(es) of Units	8
1.6 Initial Offer Period	8
1.7 Initial Offer Price	9
1.8 Commencement Date	9
1.9 Investment Objective	9
1.10 Investment Policy and Strategy	9
1.11 Asset Allocation	9
1.12 Performance Benchmark	10
1.13 Investors' Profile	10
1.14 Distribution Policy	10
1.15 Permitted Investments.....	10
1.16 Investment Restrictions and Limits	11
1.17 Commitment Approach	12
1.18 Risk Factors.....	13
1.18.1 General Risks of Investing in a Unit Trust Fund.....	13
1.18.2 Specific Risks associated with the investment portfolio of the Fund	13
1.18.3 Specific Risks related to the Target Fund	16
1.19 Risk Mitigation.....	20

CHAPTER 2: INFORMATION ON THE FIDELITY FUNDS - GLOBAL TECHNOLOGY FUND ("TARGET FUND")	22
2.1 About the Management Company and Investment Manager of the Target Fund	22
2.2 About the Target Fund.....	22
2.3 General Investment Powers and Restrictions	24
2.3.1 Permitted Assets, Techniques and Transactions.....	24
2.3.2 Diversification Requirements	26
2.3.3 Use of Financial Derivatives	28
2.3.4 Securities Lending	30
2.3.5 Repurchase and reverse repurchase agreement transactions	31
2.3.6 Collateral Policies	31
2.4 Fees Charged by the Target Fund	33
2.5 Temporary Suspension or Suspension of Dealing	33
2.6 Redemption of Shares	34
2.7 Implement Special Procedures During Times of Peak Buy, Switch or Sell Requests....	34
2.8 Compulsory Redemptions	35
CHAPTER 3: FEES, CHARGES AND EXPENSES.....	36
3.1 Sales Charge	36
3.2 Redemption Charge	36
3.3 Transfer Fee.....	36
3.4 Switching Fee	36
3.5 Other Charges	36
3.6 Annual Management Fee.....	37
3.7 Annual Trustee Fee.....	37
3.8 Other Expenses.....	37
3.9 Policy on Rebates and Soft Commissions	38
CHAPTER 4: TRANSACTION INFORMATION.....	39
4.1 Sale and Purchase of Units.....	39
4.1.1 Computation of NAV and NAV per Unit of the Fund	39
4.2 Pricing of Units.....	45
4.3 Sale of Units	46

Prospectus in respect of the United Global Transformation Fund

4.4	Redemption of Units	47
4.5	Cooling-off Policy	48
4.6	Minimum Holdings	48
4.7	Policy on Gearing.....	48
4.8	Transfer of Units	49
4.9	Switching Facility	49
4.10	Temporary Suspension of Determination of NAV and of the Issue, Switching and Redemption of Units	50
4.11	Valuation of the Fund and Bases of Valuation of the Assets of the Fund	50
4.11.1	Valuation of the Fund	50
4.11.2	Bases for Valuation of the Assets of the Fund	51
4.12	Mode of Distribution	51
	CHAPTER 5: THE MANAGER	53
5.1	Background Information	53
5.2	Role, Duties and Responsibilities of the Manager	53
5.3	Board of Directors.....	53
5.4	Investment Team.....	53
5.5	Material Litigation	53
	CHAPTER 6: TRUSTEE	55
6.1	About Deutsche Trustees Malaysia Berhad	55
6.2	Experience in Trustee Business.....	55
6.3	Roles, Duties and Responsibilities of the Trustee	55
6.4	Trustee's Delegate (Custodian)	55
6.5	Trustee's Disclosure of Material Litigation and Arbitration	55
6.6	Trustee's Disclosure on Related-Party Transactions/Conflict of Interests	56
	CHAPTER 7: SALIENT TERMS OF THE DEED	57
7.1	Rights and Liabilities of the Unit Holders.....	57
7.2	Maximum Fees and Charges permitted by the Deed	57
7.3	Procedures to increase the maximum rate of the direct and indirect fees and charges as provided in the Prospectus.....	58
7.4	Procedures to increase the maximum rate of the direct and indirect fees and charge as set out in the Deed	59

Prospectus in respect of the United Global Transformation Fund

7.5	Permitted Expenses payable out of the Fund's property	59
7.6	The Manager's Right to Retire	60
7.7	Removal and Replacement of the Manager	60
7.8	Retirement of the Trustee	61
7.9	Removal and Replacement of the Trustee	61
7.10	Termination of the Fund	61
7.11	Termination of a Class of Units	62
7.12	Unit Holders' Meeting	63
	CHAPTER 8: APPROVALS AND CONDITIONS.....	65
	CHAPTER 9: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST.....	66
	CHAPTER 10: TAX ADVISER'S LETTER.....	67
	CHAPTER 11: ADDITIONAL INFORMATION.....	75
11.1	Reports and up-to-date information relating to the Fund.....	75
11.2	Customer Service.....	75
11.3	Deed(s)	75
11.4	Financial Year End	75
11.5	Unclaimed Moneys Policy	75
11.6	Tax	75
11.7	Consent	75
	CHAPTER 12: DOCUMENTS AVAILABLE FOR INSPECTION.....	76
	CHAPTER 13: LIST OF UOB ASSET MANAGEMENT (MALAYSIA) BERHAD'S OFFICE, INSTITUTIONAL UNIT TRUST SCHEME ADVISERS AND AUTHORISED DISTRIBUTORS	77

RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

Responsibility Statements

This Prospectus in respect of the United Global Transformation Fund has been reviewed and approved by the directors of UOB Asset Management (Malaysia) 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 this Prospectus false or misleading.

Statements of Disclaimer

The Securities Commission Malaysia has authorised the United Global Transformation Fund ("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 the 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 UOB Asset Management (Malaysia) Berhad, the management company 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 this Prospectus that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this Prospectus or the conduct of any other person in relation to the Fund.

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

The 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 U.S. Person(s), except in a transaction which does not violate the securities laws of the United States of America. Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in the Fund.

INVESTORS SHOULD NOTE THAT THE CAPITAL OF THE FUND WILL BE ERODED AS THE FUND MAY DECLARE DISTRIBUTION OUT OF CAPITAL WHERE THE DISTRIBUTION IS ACHIEVED BY FORGOING THE POTENTIAL FOR FUTURE CAPITAL GROWTH AND THIS CYCLE MAY CONTINUE UNTIL ALL CAPITAL IS DEPLETED.

Additional Disclosures on Personal Information

Investors are advised to read and understand the full personal data or information related disclosures which will be given to you together with the application form before purchasing Units of the Fund. The said disclosures consist of, but are not limited to, UOB Asset Management (Malaysia) Berhad being entitled to transfer, release and disclose from time to time any information relating to the Unit Holders to any of UOB Asset Management (Malaysia) Berhad's parent company, subsidiaries, associate

Prospectus in respect of the United Global Transformation Fund

companies, affiliates, delegates, service providers and/or agents (including any outsourcing agents and/or data processors) for any purpose on the basis that the recipients shall continue to maintain the confidentiality of information disclosed as required by laws, regulations or directives, regulatory agency, government body or authority, or in relation to any legal action to any court.

DEFINITION

the Act or CMSA	The Capital Markets and Services Act 2007.
AUD	Australian dollar, the official currency of Australia.
AUD Hedged Class	A class of Units of the Fund which is denominated in AUD but will be hedged against the USD.
Base Currency	The base currency of the Fund, i.e. USD.
BNM	Bank Negara Malaysia.
Bursa Malaysia	The stock exchange managed or operated by Bursa Malaysia Securities Berhad.
Business Day	<p>A day on which Bursa Malaysia is open for trading.</p> <p>The Manager may declare certain Business Days to be a non-Business Day if the Target Fund is closed for business. This is to ensure investors are given a fair valuation of the Fund when making subscription or redemption.</p>
Class A-ACC-USD	A class of units of the Target Fund denominated in USD, which does not declare and pay distributions but accumulates all interest and other income earned.
Class(es) of Units	Any class of Units representing similar interests 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 and a “Class” means any one class of Units.
CSSF	Commission de Surveillance du Secteur Financier, the financial regulator of Luxembourg.
Deed	The deed entered into between the Manager and the Trustee dated 1 December 2023, including any supplementary deed(s) in relation to the Fund and registered with the SC.
Deposits	Moneys placed in financial institutions in fixed deposits or current account.
Eligible Market	<p>An exchange, government securities market or an over-the-counter (“OTC”) market:</p> <ul style="list-style-type: none"> (a) that is regulated by a regulatory authority of that jurisdiction; (b) that is open to the public or to a substantial number of market participants; and (c) on which financial instruments are regularly traded.
ESG	Environmental, Social and Governance.
EU	European Union.
EUR	Euro, the lawful currency of European Union’s member states.

Prospectus in respect of the United Global Transformation Fund

FIMM	The Federation of Investment Managers Malaysia.
financial institution	<p>(a) if the institution is in Malaysia:</p> <ul style="list-style-type: none"> (i) licensed bank*; (ii) licensed investment bank*⁺; or (iii) licensed Islamic bank[#]; and <p>(b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services.</p> <p><i>Note:</i> [*] has the same meaning as prescribed under the Financial Services Act 2013. [#] a bank licensed under the Islamic Financial Services Act 2013.</p>
Forward Price	The price of a Unit that is the NAV per Unit calculated at the next valuation point after a purchase request or a redemption request, as the case may be, is received by us.
Fund	United Global Transformation Fund.
GBP	Pound Sterling, the official currency of the United Kingdom.
GBP Hedged Class	A class of Units of the Fund which is denominated in GBP but will be hedged against the USD.
Guidelines	The Guidelines on Unit Trust Funds, issued by the SC, as may be amended from time to time.
Initial Offer Period	In respect of a Class of Units, means the period described as such for that Class of Units in this Prospectus; during this period, Units are created, cancelled, sold and redeemed at the Initial Offer Price.
Initial Offer Price	A fixed price payable by an applicant for Units purchased or redeemed during the Initial Offer Period.
Investment Manager	FIL Fund Management Limited, as the investment manager of the Target Fund.
IUTA	An institutional unit trust scheme adviser registered with the FIMM.
long-term	A period of at least five (5) years.
Jointholder	A person who holds Units together with another person or persons and “Jointholders” means the persons who are holding the same Units.
JPY	Japanese Yen, the official currency of Japan.
Management Company	FIL Investment Management (Luxembourg) S.A., as the management company of the Target Fund.
Manager, UOBAM(M), us, our, we	UOB Asset Management (Malaysia) Berhad.
MYR Class	A class of Units of the Fund which is denominated in MYR.
MYR Hedged Class	A class of Units of the Fund which is denominated in MYR but will be hedged against the USD.

Prospectus in respect of the United Global Transformation Fund

Net Asset Value (NAV)	The NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at the valuation point. Where the Fund has more than one Class of Units, there shall be a NAV of the Fund attributable to each Class of Units.
NAV per Unit	The NAV attributable to a Class of Units divided by the number of Units in circulation of that Class of Units, at the valuation point.
OECD	Organisation for Economic Co-operation and Development.
OTC	Over-the-counter.
Prospectus	This prospectus, which is the first prospectus, including any supplementary prospectus for the Fund.
RM / MYR	Ringgit Malaysia, the official currency of Malaysia.
RMB	Renminbi, the official currency of Mainland China.
RMB Hedged Class	Refers to a class of Units of the Fund which is denominated in RMB but will be hedged against the USD.
SC	Securities Commission Malaysia.
SGD	Singapore dollar, the official currency of Singapore.
SGD Hedged Class	A class of Units of the Fund which is denominated in SGD but will be hedged against the USD.
SICAV	An acronym in French for Société d'Investissement à Capital Variable which refers to a collective investment scheme in Western Europe, especially Luxembourg, Switzerland, Italy, Spain, Belgium, Malta, France, and the Czech Republic.
Special Resolution	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" means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund or a Class of Units, "Special Resolution" means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
Target Fund	Fidelity Funds - Global Technology Fund.
the Trustee / DTMB	Deutsche Trustees Malaysia Berhad.
UCITS	An Undertaking for Collective Investment in Transferable Securities governed by the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities.
Unit	Refers to 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 and means a unit issued for each Class of Units.

Prospectus in respect of the United Global Transformation Fund

Unit Holder	The person registered as the holder of a Unit or Units including persons jointly registered.
USD	United States Dollar, the official currency of United States of America.
USD Class	Refers to a class of Units of the Fund which is denominated in USD.
U.S. (United States) Person	<ul style="list-style-type: none">(a) a U.S. citizen (including dual citizen);(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:<ul style="list-style-type: none">i) a court within the U.S. is able to exercise primary supervision over the administration of the trust;ii) one or more U.S. Persons have the authority to control all substantial decisions of the trust; and(g) any other person that is not a non-U.S. person.

Note: Unless the context otherwise requires, words importing the singular number should include the plural number and vice versa.

CORPORATE DIRECTORY

Manager

Name: UOB Asset Management (Malaysia) Berhad
Registration No. 199101009166 (219478-X)

Registered Office and
Business Address: Level 20, UOB Plaza 1
7, Jalan Raja Laut
50350 Kuala Lumpur
Malaysia

Telephone number: 03-2779 0011
Facsimile number: 03-2602 1011
Email Address: UOBAMCustomerCareMY@UOBgroup.com
Website: www.uobam.com.my

Trustee

Name: Deutsche Trustees Malaysia Berhad
Registration No. 200701005591 (763590-H)

Registered Office and
Business Address: Level 20, Menara IMC
No.8, Jalan Sultan Ismail
50250 Kuala Lumpur
Malaysia

Telephone number: 03-2053 7522
Facsimile number: 03-2053 7526
Email Address: dtmb.rtm@db.com

CHAPTER 1: THE FUND

1.1 Name of the Fund

United Global Transformation Fund

Note: The technology sector has undergone significant transformations over the years. Tech-driven transformation is driving change and is a catalyst of growth for many companies. The Fund sees opportunities in this theme as these advancements have reshaped industries, enhanced communications and revolutionized how businesses operate. Hence, the Fund invests in the Target Fund that seeks to invest in transformational companies, i.e. companies that develop or will develop products, process or services providing or benefiting from technological advances or improvements.

1.2 Fund Category

Equity (Feeder Fund)

1.3 Fund Type

Growth

1.4 Base Currency

USD

1.5 Class(es) of Units

- AUD Hedged Class
- GBP Hedged Class
- MYR Hedged Class
- RMB Hedged Class
- SGD Hedged Class
- MYR Class
- USD Class

We have the discretion to introduce new Class(es) of Units with different features which include but not limited to currency denomination, fees, charges and transactions details without the need to obtain Unit Holders' approval, provided that in our opinion after consulting the Trustee, such new Class(es) of Units does not materially prejudice the interests of the existing Unit Holders. In the event that new Class(es) of Units is included in the Fund, a supplementary prospectus or replacement prospectus setting out the new Class(es) of Units will be registered, lodged and issued. Unit Holders will be notified by way of notice prior to the effective date of the new Class(es) of Units in accordance with the relevant laws.

1.6 Initial Offer Period

A period of twenty-one (21) days which is from 21 February 2024 to 12 March 2024.

Prospectus in respect of the United Global Transformation Fund

1.7 Initial Offer Price

AUD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	SGD Hedged Class	MYR Class	USD Class
AUD0.5000	GBP0.5000	RM0.5000	RMB0.5000	SGD0.5000	RM0.5000	USD0.5000
If the Fund/ Class(es) has no subscription during the Initial Offer Period, the selling price for a subscription of Units of the Fund/ Class(es) received on a Business Day after the Initial Offer Period shall be the Initial Offer Price.						

1.8 Commencement Date

The first (1st) Business Day after the end of the Initial Offer Period.

1.9 Investment Objective

The Fund seeks to provide long-term capital appreciation.

Note: Any material change to the investment objective of the Fund would require Unit Holders' approval.

1.10 Investment Policy and Strategy

The Fund seeks to achieve its investment objective by investing a minimum of 90% of the Fund's NAV in the Target Fund with the remaining balance in liquid assets i.e. money market instruments and Deposits. Accordingly, this Fund will have a passive strategy as all the investment decisions will be made at the Target Fund level.

When deemed necessary, we may use derivatives such as options, futures contracts, forwards contracts or swaps for the purpose of hedging. In the event of a downgrade in the rating of a counterparty of an OTC derivative, we reserve the right to deal with the OTC derivative in the best interest of the Unit Holders. In this event, we shall, on best effort basis, liquidate the derivative position to safeguard the interest of the Unit Holders. However, we reserve the right to maintain the investment if we deem the downgrade as a temporary event which could potentially reverse within 6 months. We will ensure that the Fund's global exposure from financial derivatives position does not exceed the Fund's NAV at all times. Such exposure will be calculated using the commitment approach as described in *Section 1.17 Commitment Approach*.

We may take temporary defensive positions that may be inconsistent with the Fund's investment strategy and asset allocation in response to adverse economic, political or any market condition. Under such circumstances, we may allocate up to 100% of the Fund's assets into money market instruments and place Deposits with financial institutions, which are defensive in nature.

If in our opinion, the Target Fund no longer meets the Fund's objective, we may, in consultation with the Trustee, liquidate the investments in the Target Fund and hold 100% of the Fund's NAV in liquid assets i.e. money market instruments and Deposits or replace the Target Fund with another fund with similar objective.

Note: A replacement of the Target Fund or termination of the Fund would require Unit Holders' approval.

1.11 Asset Allocation

- A minimum of 90% of the Fund's NAV in the Target Fund; and
- Up to 10% of the Fund's NAV in liquid assets i.e. money market instruments and Deposits.

1.12 Performance Benchmark

MSCI AC World Information Technology Index, which is also the performance benchmark of the Target Fund.

The risk profile of the Fund is different from the risk profile of the performance benchmark. There is no guarantee that the Fund will outperform the benchmark.

The performance benchmark is available at www.msci.com. Investors may also obtain information on the performance benchmark from us. Please refer to the *Corporate Directory* section on page 7 for our contact details.

1.13 Investors' Profile

The Fund is suitable for investors who:-

- are seeking long-term capital appreciation;
- are looking for exposure to tech-driven and innovative companies; and
- are comfortable with the volatility and risks of an equity fund.

1.14 Distribution Policy

Given the Fund's investment objective, the Classes of Units are not expected to pay any distribution. However, distribution (if any) is incidental. Distribution may be made from realised gains, realised income and/or out of capital. If the realised gains or realised income is insufficient, we may declare distribution out of capital.

The inclusion of distribution out of capital is to enable us to be able to make a distribution, on an incidental basis, in the event there is insufficient income available for distribution. This capital distribution policy within this growth-oriented Fund which is focused on long-term capital appreciation, is a strategy that utilises a portion of accumulated capital over time to provide Unit Holders with returns as a reward for their investment in the Fund. This strategy allows the Fund to fulfil potential distribution expectations without the necessity of realising the underlying investments, preserving its focus on long-term growth and with the expectation that the capital will be replenished through future capital gains. This strategy will be employed with careful consideration of the Fund's overall objective and the anticipation of future capital appreciation.

The effects of making distribution out of capital may include but are not limited to the following:

- (a) the value of the investments in the Fund may be reduced; and
- (b) the capital of the Fund may be eroded.

Investors should note that if distribution is made out of capital, the capital of the Fund may be eroded and the value of future returns may be diminished.

For further details on the mode of distribution, please refer to *Section 4.12 Mode of Distribution*.

1.15 Permitted Investments

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

1. a collective investment scheme;
2. money market instruments;
3. Deposits; and

4. financial derivatives instruments, including but not limited to options, futures contracts, forward contracts and swaps, for hedging purposes.

1.16 Investment Restrictions and Limits

1. The Fund is a feeder fund which invests at least 90% of the Fund's NAV in the Target Fund.
2. The Fund may invest up to 10% of its NAV in the following permitted investments:
 - (a) money market instruments that are dealt in or under the rules of an Eligible Market, and whose residual maturity does not exceed 12 months;
 - (b) placement in short-term Deposits; and
 - (c) derivatives for the sole purpose of hedging arrangement.
3. We will ensure that investments in the Target Fund comply with the general requirements set out in the Guidelines.
4. The Fund must not invest in—
 - (a) a fund-of-funds;
 - (b) a feeder fund; and
 - (c) any sub-fund of an umbrella scheme which is a fund-of-funds or a feeder fund.
5. The counterparty of an OTC derivative must be a financial institution with a minimum long-term credit rating of investment grade (including gradation and subcategories) and subject to the aggregate limit in this section, the maximum exposure of the Fund to a counterparty, calculated based on:-
 - (a) the exposure to a counterparty of an OTC derivative must be measured based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC derivative; and
 - (b) the total exposure to a single counterparty is calculated by summing the exposure arising from all OTC derivative transactions entered into with the same counterparty,must not exceed 10% of the Fund's NAV.
6. 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 10% of the Fund's NAV.
7. The value of the Fund's investments in money market instruments issued by any group of companies must not exceed 10% of the Fund's NAV.
8. The value of the Fund's placement in Deposits with any single financial institution must not exceed 10% of the Fund's NAV. This limit does not apply to placements of Deposits arising from:-
 - (a) subscription monies received prior to the commencement of investment by the Fund;
 - (b) liquidation of investments prior to the termination of the Fund, where the placement of Deposits with various financial institutions would not be in the best interests of Unit Holders; or
 - (c) monies held for the settlement of redemption or other payment obligations, where the placement of Deposits with various financial institutions would not be in the best interest of Unit Holders.
9. 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.
10. During temporary defensive positions, the following investment restrictions and limits will apply:
 - (a) 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.

- (b) The value of the Fund's placement in Deposits with any single financial institution must not exceed 20% of the Fund's NAV. The single financial institution limit does not apply to placements of Deposits arising from:
 - (i) subscription monies received prior to the commencement of investment by the Fund;
 - (ii) liquidation of investment prior to the termination of the Fund, where the placement of Deposits with various financial institutions would not be in the best interests of the Unit Holders; or
 - (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 interests of the Unit Holders.
- (c) The value of the Fund's investments in money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV.
- (d) The value of the Fund's investments in money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV.

The above stated limits and restrictions must be complied with at all times based on the most up-to-date value of the Fund's investments. Such limits and restrictions however, do not apply to securities or instruments that are issued or guaranteed by the Malaysian government or BNM.

We shall 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. Notwithstanding the above, any breach as a result of the following:-

- (a) appreciation or depreciation in value of the Fund's investments;
- (b) repurchase of units or payment made out of the Fund;
- (c) change in capital of a corporation in which the Fund has invested in; or
- (d) downgrade in or cessation of a credit rating,

need not be reported to the SC but must be rectified as soon as practicable within three (3) months from the date of the breach unless otherwise specified in the Guidelines. The three-month period may be extended if it is in the best interest of Unit Holders and Trustee's consent is obtained. Such extension must be subject to at least a monthly review by the Trustee.

1.17 Commitment Approach

The global exposure of the Fund 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.

Netting arrangements

- (1) Netting arrangements may be taken into account to reduce the Fund's exposure to derivatives.
- (2) The Fund may net positions between—
 - (a) derivatives on the same underlying constituents, even if the maturity dates are different; or
 - (b) derivatives and the same corresponding underlying constituents, if those underlying constituents are transferable securities, money market instruments, or units or shares in collective investment schemes.

Hedging arrangements

- (1) Hedging arrangements may be taken into account to reduce the Fund's exposure to derivatives.
- (2) The marked-to-market value of transferable securities, money market instruments, or units or shares in collective investment schemes involved in hedging arrangements may be taken into account to reduce the exposure of the Fund to derivatives.
- (3) The hedging arrangement must—
 - (a) not be aimed at generating a return;

- (b) result in an overall verifiable reduction of the risk of the Fund;
- (c) offset the general and specific risks linked to the underlying constituent being hedged;
- (d) relate to the same asset class being hedged; and
- (e) be able to meet its hedging objective in all market conditions.

1.18 Risk Factors

1.18.1 General Risks of Investing in a Unit Trust Fund

Whilst we believe that the investment policy will be effective and that investment in unit trust funds may be rewarding, investors should be aware that there are risks associated with their investment in unit trust funds. Below are some of the **general risks** which investors should be aware of when investing in a unit trust fund:

Market risk

Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political and/or other factors, which will result in a decline in the fund's net asset value.

Manager risk

This risk refers to the day-to-day management of the fund by the management company which will impact the performance of the fund. For example, investment decisions undertaken by the management company, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the deed, relevant law or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the fund.

Inflation risk

This is the risk that investors' investment in the unit trust fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the value of the investment in monetary terms has increased.

Non-compliance risk

Non-adherence with the laws, rules, regulations, prescribed practices, internal policies and procedures may result in tarnished reputation, limited business opportunities and reduced expansion potential for the management company. Investment goals may also be affected should the management company not adhere to the investment mandate (such as a unit trust fund's investment objective and investment policy and strategy). The non-adherence may be the outcome from human error (for instance the oversight of the management company) or system failure (causing unnecessary downtime). The magnitude of such risk and its impact on the unit trust fund and/or unit holders are dependent on the nature and severity of the non-compliance. In order to mitigate this risk, the management company has stringent internal controls and ensure that compliance monitoring processes are undertaken.

Loan financing risk

This risk occurs when investors take a loan or financing facility to finance their investment. The inherent risk of investing with borrowed money includes investors being unable to service the loan repayments. In the event units are used as collateral, an investor may be required to top-up the investors' existing instalment if the prices of units fall below a certain level due to market conditions. Failing which, the units may be sold at a lower net asset value per unit as compared to the net asset value per unit at the point of purchase towards settling the loan.

1.18.2 Specific Risks associated with the investment portfolio of the Fund

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

Target Fund risk

The Fund is a feeder fund which invests a minimum of 90% of its NAV into the Target Fund at all times. All investment decisions on the Target Fund are left with the Target Fund's fund manager and we will have no control over the investment processes and decisions made by the Target Fund. As such, the Fund is exposed to the risk of its NAV declining when the Target Fund's net asset value declines.

Credit and default risk

Credit risk relates to the creditworthiness of the issuers of money market instruments and/or financial institutions where the Deposits are placed and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer of the money market instruments and/or financial institutions where the Deposits are placed may impact the value as well as liquidity of the money market instruments and/or Deposits. In the case of rated money market instruments and financial institutions, this may lead to a credit downgrade.

Default risk relates to the risk that an issuer of money market instruments or a financial institution where the Deposits are placed either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the money market instruments and Deposits. This could adversely affect the NAV of the Fund.

Counterparty risk

The Fund may be exposed to counterparty risk associated with OTC derivatives as the Fund may enter into derivative contracts for hedging purposes. Counterparty risk is the risk of loss that arises from counterparties' failure to fulfil its obligation or decline in the counterparties' credit rating which may adversely impact the Fund's NAV.

Interest rate risk

Interest rate risk refers to the impact of interest rate changes on the valuation of money market instruments. When interest rates rise, money market instruments prices generally decline and this may lower the market value of the Fund's investment in money market instruments. The reverse may apply when interest rates fall. Meanwhile, money market instruments with longer maturities and lower coupon/interest rates are more sensitive to interest rate changes.

In addition, the Fund's placement in Deposits will also be affected by interest rate changes. In the event of a decreasing interest rate environment, banks may offer Deposits with lower interest rates, effectively reducing the potential returns of Deposits. Interest rates offered by the financial institutions will fluctuate according to the Overnight Policy Rate ("OPR") determined by BNM and this has direct correlation with the Fund's investment in Deposits. The Fund will enjoy higher interest income when interest rates rise and vice versa. Upon the revision of the OPR, rates for pre-existing Deposit placements will remain unchanged. The change in the OPR will only affect new placements made after such change.

Currency risk

Currency risk at the Fund level

The Fund may invest up to 10% of its NAV in liquid assets. Under adverse conditions, the Fund may hold up to 100% of its NAV in liquid assets as a temporary defensive strategy. These investments may be denominated in currencies other than the Base Currency. As a result, any fluctuations in the exchange rate between the Base Currency and the currencies in which the investments are denominated may have an impact on the value of these investments. Investors should be aware that if the currencies in which the investments are denominated depreciate against the Base Currency, this will have an adverse effect on the NAV of the Fund in the Base Currency and vice versa. Investors should also note that any gains or losses arising from the fluctuation in exchange rate may further increase or decrease the returns of the investment.

Currency risk at the Class level

Any fluctuation in the exchange rates between the Base Currency and the currency denomination of the respective Class(es) which are different from the Base Currency may also have an impact on the value of investor's holdings.

Investors of the hedged Class(es) will be subject to minimal currency risk as we will as much as practicable mitigate this risk by hedging the currency denomination of the hedged Class(es) against the Base Currency of the Fund, i.e. USD. Investors should note that this hedging may not fully eliminate the currency risk on the hedged Class(es). In addition, by employing this hedging, investors would not be able to enjoy the additional currency gains when Base Currency moves favourably against the currency denomination of the hedged Class(es). Additional transaction costs of hedging will also be borne by investors of the hedged Class(es).

Investors in the USD Class will not be subject to currency risk at the Class level as it is denominated in the same currency as the Base Currency of the Fund.

Risk of fund suspension

The Fund will be suspended immediately if the Target Fund is suspended to ensure that the Fund has a fair valuation as the Target Fund forms a material portion of the Fund's assets. The Fund may also be suspended under exceptional circumstances where the market value or fair value of a material portion of the Fund's assets cannot be determined as disclosed in *Section 4.10 Temporary Suspension of Determination of NAV and of the Issue, Switching and Redemption of Units*. Prior to triggering a suspension, we seek to manage this by allowing the Fund to hold up to 10% of its NAV in liquid assets which seeks to allow the Fund to have a sufficient buffer to meet the Unit Holders' redemption request. We also conduct fund flow analysis to ensure that the Fund is holding sufficient cash to meet redemption requests. Suspension due to these exceptional circumstances will only be triggered as a last resort and is in the best interest of Unit Holders to do so.

In the event of a suspension, the Fund will not be able to accept any transactions and Unit Holders will not be able to make repurchase requests and will need to stay invested in the Fund until the suspension is lifted. As such, Unit Holders will not be able to redeem their investment in the Fund until a future time and continue to be subjected to the risks of the Fund as they remain invested.

Note: For further details on temporary suspension or suspension dealing of the Target Fund, please refer to Section 2.5 Temporary Suspension or Suspension of Dealing.

Risk of deferment on redemption of the Target Fund

As the Fund will be investing a minimum of 90% of its NAV in the Target Fund, the redemption proceeds of the Fund are subject to the redemption policy of the Target Fund. If on any valuation date redemption requests relate to more than 10% of the shares in issue in respect of the Target Fund, the Management Company may declare that part or all of such shares for redemption will be deferred on a pro rata basis for a period that the Management Company considers to be in the best interests of the Target Fund and/or the Management Company may defer any redemption request which exceeds 10% of the shares in issue in respect of the Target Fund. Investors are advised to understand the special procedures during times of peak buy, switch or sell requests of the Target Fund at *Section 2.7 Implement Special Procedures During Times of Peak Buy, Switch or Sell Requests*.

Under such circumstances, we will apply such deferment proportionately to all Unit Holders who have validly requested redemption on such dealing day. If Unit Holders' redemption requests received by us on any Business Day which exceeds the proportionate redemption limit accorded to the Fund may not be accepted and processed on the same day. In this event, Unit Holders' redemption request shall be carried forward as the Fund's redemption of shares from the Target Fund are being carried forward. The Fund's unredeemed shares will then be carried forward until the total number of shares to be redeemed falls within such limit set by the Management Company on a dealing day i.e. the processing date. In this case, redemption requests from Unit Holders may similarly be processed over more than one (1) Business Day from the day the request is received by us.

In the event of deferment on redemption of the Target Fund, the Fund's redemption proceeds from the Target Fund may be delayed and such delay will subsequently prolong the redemption payment period to the Unit Holders. Unit Holders will receive their redemption proceeds in accordance to *Section 4.4 Redemption of Units* based on when the redemption request is accepted and processed by us i.e. the processing date.

Risk of compulsory redemption of the Target Fund

As the Fund will be investing a minimum of 90% of its NAV in the Target Fund, any event of compulsory redemption occurred on the Target Fund will have an impact to the Fund. In the event that the Target Fund exercises a compulsory redemption of the shares held by the Fund, the Fund will no longer be invested in the Target Fund and will therefore not be able to meet its asset allocation and investment objective. Investors are advised to understand the appropriate measures that may be taken by the Target Fund to prevent or remedy improper ownership of the shares at *Section 2.8 Compulsory Redemption*.

Under such circumstances, we, in consultation with the Trustee will call for a Unit Holders' meeting to decide on whether to terminate the Fund or replace the Target Fund with a new target fund with similar investment objective.

Note: A replacement of the Target Fund or termination of the Fund would require Unit Holders' approval.

1.18.3 Specific Risks related to the Target Fund

Concentration risk

The Target Fund invests a large portion of its assets in a limited number of industries, sectors, or issuers, or within a limited geographical area, it can be more risky than a fund that invests more broadly.

Focusing on any company, industry, sector, country, region, type of stock, type of economy, etc. makes the Target Fund more sensitive to the factors that determine market value for the area of focus. These factors may include economic, financial or market conditions as well as social, political, economic, environmental, or other conditions. The result can be both higher volatility and a greater risk of loss.

Counterparty and collateral risk

Any entity with which the Target Fund does business, including the depository, could become unwilling or unable to meet its obligations to the Target Fund.

Agreements with counterparties, such as through the use of securities lending, can involve liquidity risk and operational risk, either of which could cause losses and could limit the Target Fund's ability to meet redemption requests, meet other payment obligations or invest the assets in question.

Under any of the following circumstances, the Target Fund could lose some or all of its money, or could experience delays in getting back securities or cash that are held by the counterparty (which could also cause losses):

- a depository, sub-custodian, broker, or other counterparty becomes bankrupt or defaults on obligations; in some cases, the depository may not be able to remedy, or have liability for, the actions of a sub-custodian it has appointed;
- a serious natural or human-caused disaster, terrorist act, civil unrest, war or other "force majeure" event occurs (since in such cases counterparties typically are not liable for losses);
- in some jurisdictions, collateral agreements (even those using industry-standard language) could prove difficult or impossible to enforce.

Under any of the following circumstances, the value of collateral might not cover the full value of a transaction, or any fees or returns owed to the Target Fund:

- the collateral declines in value; this risk is greatest when there is a material delay in the return of assets by the counterparty, but during times of market volatility it can occur even during the short lag between when the placement and settlement of a collateral-related transaction, or between when the need for collateral is calculated and when the Target Fund receives the collateral;
- the collateral yields less income than anticipated;
- the Target Fund or a counterparty has mispriced the collateral;
- collateral that is used to cover a counterparty's default may take time to liquidate.

For any cash collateral the Target Fund invests, the circumstances immediately above could also create leverage (and consequently volatility) or expose the Target Fund to assets inconsistent with its objective.

Currency risk

The Target Fund holds assets that are denominated in currencies other than the base currency, any changes in currency exchange rates could reduce investment gains or income, or increase investment losses, in some cases significantly.

Exchange rates can change rapidly and unpredictably, and it may be difficult for the Target Fund to unwind its exposure to a given currency in time to avoid losses. Changes in exchange rates can be influenced by such factors as export-import balances, economic and political trends, governmental intervention, and investor speculation.

In addition, shareholders may experience currency risk if the currency in which they subscribe or redeem is different to the base currency of the Target Fund. Changes in currency exchange rates between the base currency and the share class currency can reduce investment gains or income, or increase investment losses, in some cases significantly.

Intervention by a central bank, such as aggressive buying or selling of currencies, changes in interest rates, restrictions on capital movements or a "de-pegging" of one currency to another, could cause abrupt or long-term changes in relative currency values.

Derivatives risk

The value of derivatives can be volatile. Small movements in the value of an underlying asset can create large changes in the value of a derivative and expose the Target Fund to losses that could be greater than the cost of the derivative itself.

The Target Fund may use derivatives for various reasons, such as hedging, efficient portfolio management and other investment purposes. Derivatives are specialized instruments that require investment techniques and risk analyses different from those associated with traditional securities.

Derivatives are subject to the risks of the underlying asset(s) – typically in modified and greatly amplified form – as well as carrying their own risks. Some of the main risks of derivatives are:

- the pricing and volatility of some derivatives, in particular credit default swaps and collateralised debt obligations, may diverge from the pricing or volatility of their underlying reference(s), sometimes greatly and unpredictably;
- in difficult market conditions, it may be impossible or unfeasible to place orders that would limit or offset the market exposure or financial losses created by some derivatives;
- derivatives involve costs that the Target Fund would not otherwise incur;
- it can be difficult to predict how a derivative may behave in certain market conditions; this risk is greater for newer or more complex types of derivatives;
- changes in tax, accounting, or securities laws or standards could cause the value of a derivative to fall or could force the Target Fund to terminate a derivative position under disadvantageous circumstances;
- some derivatives, in particular futures, options, total return swaps, and contracts for difference may involve margin borrowing, meaning that the Target Fund could be forced to choose between liquidating securities to meet a margin call or taking a loss on a position that might, if held longer, have yielded a smaller loss or a gain.

Exchange-traded derivatives: Trading in these derivatives or their underlying assets could be suspended or subject to limits. There is also a risk that settlement of these derivatives through a transfer system may not happen when or as expected.

OTC derivatives – non-cleared: Because OTC derivatives are in essence private agreements between the Target Fund and one or more counterparties, they are less highly regulated than market-traded securities. They also carry greater counterparty and liquidity risks, and their pricing is more subjective. If a counterparty ceases to offer a derivative that the Target Fund had been planning on using, the Target Fund may not be able to find a comparable derivative elsewhere and may miss an opportunity for gain or find itself unexpectedly exposed to risks or losses, including losses from a derivative position for which it was unable to buy an offsetting derivative.

Because it is generally impractical for the SICAV to divide its OTC derivative transactions among a wide variety of counterparties, a decline in the financial health of any one counterparty could cause significant losses. Conversely, if any fund experiences any financial weakness or fails to meet an obligation, counterparties could become unwilling to do business with the SICAV, which could leave the SICAV unable to operate efficiently and competitively.

OTC derivatives – cleared: Because these derivatives are cleared on a trading platform, their liquidity risks are similar to those for exchange-traded derivatives. However, they still carry counterparty risk that is similar to non-cleared OTC derivatives.

Emerging Markets Risk

Emerging markets are less established, and more volatile, than developed markets. They involve higher risks, particularly market, credit, illiquid security, legal, custody, valuation, and currency risks, and are more likely to experience risks that in developed markets are associated with unusual market conditions.

Reasons for this higher level of risk include:

- political, economic, or social instability;
- economies that are heavily reliant on particular industries, commodities or trading partners;
- uncontrolled inflation;
- high or capricious tariffs or other forms of protectionism;

- quotas, regulations, laws, restrictions on repatriation of monies, or other practices that place outside investors (such as the Target Fund) at a disadvantage;
- changes in laws or failure to enforce laws or regulations, to provide fair or functioning mechanisms for resolving disputes or pursuing recourse, or to otherwise recognise the rights of investors as understood in developed markets;
- excessive fees or trading costs, or outright seizure of assets;
- excessive taxation or non-standard, poorly defined, frequently changing or capriciously enforced tax laws and practices;
- inadequate reserves to cover issuer or counterparty defaults;
- incomplete, misleading, or inaccurate information about securities and issuers;
- non-standard or sub-standard accounting, auditing, or financial reporting practices;
- markets that are small and have low trading volumes, and consequently can be vulnerable to liquidity risk and to manipulation of market prices;
- arbitrary delays and market closures;
- less developed market infrastructure that is unable to handle peak trading volumes;
- fraud, corruption and error.

In certain countries, securities markets may also suffer from impaired efficiency and liquidity, which may worsen price volatility and market disruptions.

To the extent that emerging markets are in different time zones from Luxembourg, the Target Fund might not be able to react in a timely fashion to price movements that occur during hours when the Target Fund is not open for business.

For purposes of risk, the category of emerging markets includes markets that are less developed, such as most countries in Asia, Africa, South America and Eastern Europe, as well as countries such as China, Russia and India that have successful economies but may not offer the highest levels of investor protection.

Equities risk

Equities can lose value rapidly, and typically involve higher (often significantly higher) market risks than bonds or money market instruments.

If a company goes through bankruptcy or a similar financial restructuring, its equities may lose most or all of their value.

The price of an equity varies according to supply and demand and the market expectations about the company's future profitability, which may be driven by factors such as consumer demand, product innovation, actions of competitors, and how or whether a company chooses to address ESG factors.

Examples of ESG practices include mitigating the effects of extreme weather events, reducing environmental impacts, improving labour conditions, promoting workplace non-discrimination and establishing strong and transparent governance.

Hedging risk

Any attempts to reduce or eliminate certain risks may not work as intended, and to the extent that they do work, they will generally eliminate potentials for gain along with risks of loss.

The Target Fund may use hedging within its portfolio, and, with respect to any designated share classes, to hedge the currency exposure of the class. Hedging involves costs, which reduce investment performance. Therefore, with any share class that involves hedging both at the Target Fund level and the share class level, there can be two levels of hedging, some of which may yield no benefit (for example, at the Target Fund level, the Target Fund may hedge SGD-denominated assets to EUR, while an SGD hedged share class of the Target Fund would then reverse that hedge).

Risks related to share class currency hedging (such as counterparty risk) could affect investors of other share classes.

Investment fund risk

As with any investment fund, investing in the Target Fund involves certain risks an investor would not face if investing in markets directly:

- the actions of other investors, in particular sudden large outflows of cash, could interfere with orderly management of the Target Fund and cause its net asset value to fall;
- the investor cannot direct or influence how money is invested while it is in the Target Fund;
- to the extent that the Target Fund uses its own valuation estimates (fair value) for securities, any error in valuation could affect net asset value;
- to the extent that the Target Fund shifts non-cash assets into cash or money market instruments as a defensive move, the Target Fund will miss out on any positive performance in the non-cash assets;
- the Target Fund is subject to various investment laws and regulations that limit the use of certain securities and investment techniques that might improve performance; to the extent that the Target Fund decides to register in jurisdictions that impose investment requirements, this decision could further limit its investment flexibility and scope;
- changes in regulations worldwide and increased regulator scrutiny of financial services could lead to new regulations or other changes that could limit opportunities or increase costs for the SICAV;
- because Target Fund shares are not publicly traded, the only option for liquidation of shares is generally redemption, which the Target Fund can suspend;
- the Target Fund's buying and selling of investments may not be optimal for the tax efficiency of any given investor;
- it may be impractical or impossible for different share classes to completely isolate their costs and risks from other share classes, including the risk that creditors of one share class of the Target Fund may attempt to seize assets of another class to settle an obligation;
- to the extent the SICAV conducts business with affiliates of FIL (Luxembourg) S.A., and these affiliates (and affiliates of other service providers) do business with each other on behalf of the SICAV, conflicts of interest may be created; to mitigate these, all such dealings must be conducted at arm's length, and all entities, and the individuals associated with them, are subject to strict fair dealing policies that prohibit profiting from inside information or showing favouritism;
- to the extent that the Target Fund invests in other UCITS or in undertakings for collective investments, it could incur a second layer of fees (which will further erode any investment gains), could face liquidity risk in trying to unwind its investment in a UCITS/undertakings for collective investment, and is subject to all the risks listed above, making shareholders indirectly subject to them as well;
- to the extent that the Target Fund invests in cash or cash equivalents beyond its investment allocation (such as for defensive investing) the Target Fund is not pursuing its goal and may not fully participate in positive market movements.

Where the Target Fund invests in another UCITS or a undertakings for collective investment, these risks apply to the Target Fund, and in turn indirectly to unitholders.

Liquidity risk

Any security could temporarily become hard to value or to sell at a desired time and price.

Liquidity risk could affect the Target Fund's value and its ability to pay redemption proceeds or to repay, for example, repurchase agreement proceeds by the agreed deadline.

Market risk

Prices and yields of many securities can change frequently — sometimes with significant volatility — and can fall, based on a wide variety of factors.

Examples of these factors include:

- political and economic news;
- government policy;
- changes in technology and business practices;
- changes in demographics, cultures and populations;
- natural or human-caused disasters;
- weather and climate patterns;
- scientific or investigative discoveries;
- costs and availability of energy, commodities and natural resources.

The effects of market risk can be immediate or gradual, short-term or long-term, narrow or broad.

Operational risk

In any country, but especially in emerging markets, the Target Fund could suffer losses due to errors, service disruptions or other failures, as well as fraud, corruption, cyber crime, instability, terrorism or other irregular events.

Operational risks may subject the Target Fund to errors affecting valuation, pricing, accounting, tax reporting, financial reporting, custody and trading, among other things. Operational risks may go undetected for long periods of time, and even if they are detected it may prove impractical to recover prompt or adequate compensation from those responsible.

Sustainable Investing risk

To the extent the Target Fund weighs ESG or sustainability criteria in choosing investments, it may underperform the market or other funds that invest in similar assets but do not apply sustainability criteria.

While the Target Fund, in selecting investments, may use a proprietary ESG scoring process that is based partially on third party data, such data may be incomplete or inaccurate.

In making its proxy voting decisions consistent with ESG criteria, exclusionary criteria, the Target Fund may not always be consistent with maximising an issuer's short-term performance.

1.19 Risk Mitigation

The risk management strategies and techniques employed will be at the Target Fund level, please refer to *Section 1.18.3 Specific Risks related to the Target Fund* for more information on the risk management procedures on certain investments.

In addition, we may take temporary defensive positions that may be inconsistent with the Fund's investment strategy in response to adverse economic, political or market conditions. In such circumstances, the Fund may hold up to 100% of its assets in liquid assets as a defensive strategy. As a result, the Fund's performance may deviate from the Target Fund's performance. The Fund will also be monitored daily to ensure compliance with the permitted investments and restrictions.

We have in place liquidity risk management policies to monitor, measure and manage the liquidity risks of the Fund to enable the Fund to meet redemption requests from Unit Holders. We seek to manage this by allowing the Fund to hold up to 10% of its NAV in liquid assets which seeks to allow the Fund to have a sufficient buffer to meet the Unit Holders' redemption request. We also conduct fund flow analysis to ensure that the Fund is holding sufficient cash to meet redemption requests. The Target Fund is a daily liquidity fund which under normal circumstances, enables the Fund to redeem and meet redemption requests.

The Fund will be suspended immediately if the Target Fund is suspended to ensure that the Fund has a fair valuation as the Target Fund forms a material portion of the Fund's assets. The Fund may also be suspended under exceptional circumstances where the market value or fair value of a material portion of the Fund's assets cannot be determined as disclosed in *Section 4.10 Temporary Suspension of Determination of NAV and of the Issue, Switching and Redemption of Units*. We will utilise our liquidity risk management tools as per above prior to triggering a suspension due to these exceptional circumstances. This will only be triggered as a last resort and is in the best interest of Unit Holders to do so.

In the event of a suspension, the Fund will not be able to accept any transactions and Unit Holders will not be able to make repurchase requests and will need to stay invested in the Fund until the suspension is lifted. As such, Unit Holders will not be able to redeem their investment in the Fund until a future time and continue to be subjected to the risks of the Fund as they remain invested.

Note: For further details on temporary suspension or suspension dealing of the Target Fund, please refer to Section 2.5 Temporary Suspension or Suspension of Dealing.

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 PROSPECTUS AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.

CHAPTER 2: INFORMATION ON THE FIDELITY FUNDS - GLOBAL TECHNOLOGY FUND (“TARGET FUND”)

2.1 About the Management Company and Investment Manager of the Target Fund

The Fund invests all or substantially all of its assets into Class A-ACC-USD of the Fidelity Funds - Global Technology Fund. The Manager may, in its sole discretion and without first obtaining the consent of the Unit Holders switch its investments into another share class of the Target Fund if it is in the best interests of Unit Holders and Trustee's consent is obtained. The Fidelity Funds is an open-ended investment company incorporated in Luxembourg on 15 June 1990 as SICAV.

Details of the Management Company and Investment Manager of the Target Fund are set out below:-

Management Company of the Target Fund

The Fidelity Funds has appointed the FIL Investment Management (Luxembourg) S.A., whose registered office is at 2a Rue Albert Borschette, BP 2174, L-1246 Luxembourg, as the Management Company of the Target Fund under a Management Company Services Agreement dated 1 June 2012.

FIL Investment Management (Luxembourg) S.A. was incorporated on 14 August 2002. The Management Company is responsible to perform investment management, administrative and marketing functions for the Target Fund. As at 30 September 2023, the Management Company are responsible for total client assets of USD 714.30 billion across Asia Pacific, Europe, the Middle East, South America and Canada.

Investment Manager of the Target Fund

The Management Company has appointed FIL Fund Management Limited as the Investment Manager of the Target Fund. The Investment Manager is incorporated in 1969 in Bermuda.

The Investment Manager handles the day-to-day management of the Target Fund in accordance with its investment objective and policies. The Investment Manager is authorised to act on behalf of the Target Fund and to select agents, brokers, dealers, and effect securities trades for the Target Fund's portfolio.

The Investment Manager may sub-delegate investment management activities.

2.2 About the Target Fund

Information on the Target Fund	
Name of Target Fund	Fidelity Funds - Global Technology Fund
Regulatory Authority	Commission de Surveillance du Secteur Financier
Management Company of the Target Fund	FIL Investment Management (Luxembourg) S.A.
Investment Manager of the Target Fund	FIL Fund Management Limited
Domicile	Luxembourg
Name of share class	Class A-ACC-USD
Inception Date of the Target Fund	1 September 1999

Investment Objective

The investment objective of the Target Fund is to achieve capital growth over the long term.

Investment Focus and Approach

The Target Fund seeks to achieve its investment objective by investing at least 70% (and normally 75%) of its assets, in equities of companies throughout the world, including emerging markets that develop or will develop products, process or services providing or benefiting from technological advances or improvements.

Prospectus in respect of the United Global Transformation Fund

The Target Fund may also invest in money market instruments on an ancillary basis. The Target Fund may use derivatives for hedging, efficient portfolio management and investment purposes.

Sustainable Investment

The Target Fund is categorised under Article 8 of the Sustainable Finance Disclosures Regulation.

The Target Fund will invest:

- (a) at least 50% of its assets in securities of companies with favourable ESG characteristics,
- (b) a minimum of 5% in sustainable investments of which a minimum of 0% have an environmental objective (which is aligned with the EU Taxonomy), a minimum of 1% have an environmental objective (which is not aligned with the EU Taxonomy) and a minimum of 1% have a social objective.

The Target Fund considers ESG characteristics when assessing investment risks and opportunities. In determining favourable ESG characteristics, the Investment Manager takes into account ESG ratings provided by Fidelity or external agencies. ESG ratings consider environmental characteristics including carbon intensity, carbon emissions, energy efficiency, water and waste management and biodiversity, as well as social characteristics including product safety, supply chain, health and safety and human rights.

Through the investment management process the Investment Manager aims to ensure that investee companies follow good governance practices. The governance practices of issuers are assessed using fundamental research, including Fidelity ESG ratings, data regarding controversies and UN Global Compact violations. Key points that are analysed include track record of capital allocation, financial transparency, related party transactions, board independence and size, executive pay, auditors and internal oversight, minority shareholder rights, among other indicators.

The Target Fund determines a sustainable investment as follows:

- (a) issuers that undertake economic activities that contribute to one or more of the environmental objectives set out in the EU Taxonomy and qualify as environmentally sustainable in accordance with EU Taxonomy; or
 - (b) issuers whereby the majority of their business activities (more than 50% of revenue) contribute to environmental or social objectives aligned with one or more of the United Nations Sustainable Development Goals ("SDGs"); or
 - (c) issuers which have set a decarbonisation target consistent with a 1.5 degree warming scenario or lower (verified by the Science Based Target Initiative or a Fidelity Proprietary Climate Rating) which would be considered to contribute to environmental objectives;
- provided they do no significant harm, meet minimum safeguards and good governance criteria.

Sustainable investments are screened for involvement in activities that cause significant harm and controversies, assessed through a check that the issuer meets minimum safeguards and standards that relate to principal adverse impacts (PAIs) as well as performance on PAI metrics. This includes:

- Norms-based screens - the screening out of securities identified under Fidelity's existing norms-based screens;
- Activity-based screens - the screening out of issuers based on their participation in activities with significant negative impacts on society or the environment, including issuers that are considered to have a 'Very Severe' controversy using controversy screens, covering
 - 1) environmental issues,
 - 2) human rights and communities,
 - 3) labour rights and supply chain,
 - 4) customers,
 - 5) governance; and
- PAI indicators - quantitative data (where available) on PAI indicators is used to evaluate whether an issuer is involved in activities that cause significant harm to any environmental or social objective.

2.3 General Investment Powers and Restrictions

2.3.1 Permitted Assets, Techniques and Transactions

The Target Fund must comply with all applicable EU and Luxembourg laws and regulations, as well as certain circulars, guidelines and other requirements. The following general investment powers and restrictions in relation to the Target Fund are extracted from *the prospectus of the Target Fund*. Please note that the below extraction does not represent the entire laws and regulations.

- (a) Transferable securities and money market instruments
Must be listed or traded on an official stock exchange in an eligible state, or on a regulated market in an eligible state (a market that operates regularly, is recognised and is open to the public). Recently issued securities must include in their terms of issue a commitment to apply for official listing on a regulated market and such admission must be received within 12 months of issue.
- (b) Money market instruments that do not meet the requirements in item (a)
Must be subject (at the securities or issuer level) to regulation aimed at protecting investors and savings and must meet one of the following:
- be issued or guaranteed by a central, regional or local authority, or a central bank of an EU member state, the European Central Bank, the European Investment Bank, the EU, a public international body to which at least one EU member state belongs, a sovereign nation, or a member state of a federation;
 - be issued by an undertaking of any securities that qualify under item (a) (with exception of recently issued securities);
 - be issued or guaranteed by an institution that is subject to, and complies with, EU prudential supervision rules or other rules the CSSF considers to be at least as stringent. Can also qualify if the issuer belongs to a category approved by the CSSF, is subject to investor protections that are equivalent to those described above, and meets one of the following criteria:
- is issued by a company with at least EUR 10 million in capital and reserves that publishes annual accounts consistent with Directive 2013/34/EU;
 - is issued by an entity dedicated to financing a group of companies at least one of which is publicly listed;
 - is issued by an entity dedicated to financing securitisation vehicles that benefit from a banking liquidity line.
- (c) Transferable securities and money market instruments that do not meet the requirements in items (a) and (b)
Limited to 10% of the Target Fund's assets.
- (d) Shares of UCITS or other undertakings for collective investments that are not linked to the SICAV*
Must be limited by constitutional documents to investing up to 10% of assets in other UCITS or other undertakings for collective investments.
If the target investment is an "other undertakings for collective investment", it must do all of the following:
- invest in UCITS-allowable investments;
 - be authorised by an EU member state or by a state the CSSF considers to have equivalent laws on supervision, with adequate cooperation between authorities sufficiently ensured;
 - issue annual and semi-annual reports that enable an assessment of assets, liabilities, income and operations over the reporting period;
 - offer investor protections that are equivalent to those of a UCITS, in particular as to the rules on asset segregation, borrowing, lending and uncovered sales.
- (e) Shares of UCITS or other undertakings for collective investments that are linked to the SICAV*
Must meet all non-money market fund requirements in item (d). The SICAV's annual report must state the total annual management and advisory fees charged both to the Target Fund and to the UCITS/other undertakings for collective investments in which the Target Fund has invested during the relevant period. The UCITS/other undertakings for collective investment cannot charge the Target Fund any fees for subscribing for or redeeming shares.

- (f) Shares of other funds of the SICAV
Must meet all non-money market fund requirements in items (d) and (e). The target fund cannot invest, in turn, in the acquiring fund (reciprocal ownership). The acquiring fund surrenders all voting rights in shares of the target fund it acquires. When measuring whether a fund meets the minimum required asset level, the value of investment in target funds is not included.
- (g) Real estate and commodities, including precious metals
Direct ownership of commodities, or certificates representing them, is prohibited. Investment exposure is allowed only indirectly, through assets, techniques and transactions allowed under the 2010 Law. The financial indices used to obtain exposure to commodities through financial derivatives instruments comply with the requirements set out in the article 9 of the Grand-Ducal Regulation of 8 February 2008 (please refer to www.cssf.lu/en/Document/grand-ducal-regulation-of-8-february-2008/ for the said regulation). Direct ownership of real estate and other tangible property is prohibited except for any used by the SICAV itself for its operations.
- (h) Deposits with credit institutions
Must be repayable or withdrawable on demand, and any maturity date must be up to 12 months in the future. The credit institutions either must have a registered office in an EU member state or, if not, be subject to prudential supervision rules the CSSF considers to be at least as stringent as EU rules.
- (i) Ancillary liquid assets
Limited to 20% of the portfolio net assets under normal market circumstances. Only bank deposits at sight, such as cash held in current accounts with a bank accessible at any time. Must be held only for treasury purposes or a period of time necessary in case of unfavourable market conditions. On a temporary basis, if justified by exceptionally unfavourable market conditions and where in the best interests of the shareholders, ancillary liquid assets may represent more than 20% of the portfolio net assets.
- (j) Derivatives and equivalent cash-settled instruments
Underlying assets must be those described in items (a), (b), (d), (e), (f) and (h) or must be financial indices (compliant with article 9 of the Grand-Ducal Regulation of 8 February 2008, please refer to www.cssf.lu/en/Document/grand-ducal-regulation-of-8-february-2008/ for the said regulation), interest rates, foreign exchange rates or currencies consistent with fund investment objectives and policies. All usage must be adequately captured by the risk management process described in "Management and monitoring of global risk" below. OTC derivatives must meet all of the following criteria:
- be subject to reliable and verifiable independent daily valuations;
 - be able to be sold, liquidated or closed by an offsetting transaction at their fair value at any time at the SICAV's initiative;
 - be with counterparties that are institutions subject to prudential supervision and that belong to categories approved by the CSSF.
- (k) Securities lending, repurchase/reverse repurchase agreements
Must be used for efficient portfolio management only. The volume of transactions must not interfere with the Target Fund's pursuit of its investment policy or its ability to meet redemptions. With loans of securities and with repurchase transactions, the Target Fund must ensure that it has sufficient assets to settle the transaction. All counterparties must be subject to EU prudential supervision rules or to rules the CSSF considers to be at least as stringent. For each transaction, the Target Fund must receive and hold collateral that is at least equivalent, at all times during the lifetime of the transactions, to the full current value of the securities lent. During the life of a repurchase contract, the Target Fund cannot sell the securities that are the object of the contract, either before the right to repurchase these securities has been exercised by the counterparty, or the repurchase term has expired.

The Target Fund may lend securities:

- directly to a counterparty;
- through a lending system organised by a financial institution that specialises in this type of transaction;
- through a standardised lending system organised by a recognised clearing institution.

Prospectus in respect of the United Global Transformation Fund

The SICAV cannot grant or guarantee any other type of loan to a third party. The Target Fund must have the right to terminate any securities lending, repurchase or reverse repurchase transaction and to recall the securities that have been lent or are subject to the repurchase agreement.

(l) Borrowing

The SICAV is not allowed to borrow in principle except if it on a temporary basis and represents up to 10% of fund assets. The SICAV may however acquire foreign currency via back-to-back loans.

(m) Short exposure

Direct short sales are prohibited. Short positions may be acquired only indirectly, through derivatives.

* May include ETFs. A UCITS or other undertakings for collective investment is considered to be linked to the SICAV if both are managed or controlled by the same Management Company or another affiliated management company.

2.3.2 Diversification Requirements

To ensure diversification, the Target Fund cannot invest more than a certain amount of its assets in one issuer, as defined below. For purposes of the table below, companies that share consolidated accounts (whether in accordance with Directive 83/349/EEC or with recognised international rules) are considered to be a single issuer.

Category of securities		In any one issuer	Other	Exceptions
A.	Transferable securities and money market instruments issued or guaranteed by a sovereign nation, any EU public local authority, or any public international body to which one or more EU member states belongs.	35%		<p>The Target Fund may invest up to 100% of its assets in a single issuer, if it is investing in accordance with the principle of risk spreading and meets all of the following criteria:</p> <ul style="list-style-type: none"> • it invests in at least 6 different issues • it invests up to 30% in any one issue • the securities are issued by an EU member state, its local authorities or agencies, a member state of the OECD or of the G20, Singapore or by a public international bodies of which one or more EU member state belongs <p>The exception described for row C applies to this row as well.</p>
B.	Bonds issued by a credit institution whose registered office is in an EU member state and which is subject by law to special public supervision designed to protect bondholders*.	25%	80% in any issuers in whose bonds the Target Fund has invested more than 5% of assets.	

Prospectus in respect of the United Global Transformation Fund

C.	Any transferable securities and money market instruments other than those described in rows A and B above.	10%	20% in transferable securities and money market instruments within the same group. 40% in all issuers in which the Target Fund has invested more than 5% of assets (does not include deposits and counterparty exposure for OTC derivative contracts).	
D.	Deposits with credit institutions.	20%		
E	OTC derivatives with a counterparty that is a credit institution as defined in item (h) under section 2.3.1 above.	10% max risk exposure (OTC derivatives and efficient portfolio management techniques combined)		Derivatives on eligible indices do not count for purposes of complying with rows A - D and row G (i.e. there is no look through to the securities comprising the index).
F.	OTC derivatives with any other counterparty.	5% max risk exposure		
G.	Shares of UCITS or UCIs as defined in items (d) and (e) under Section 2.3.1.	10% in one or more UCITS or other undertakings for collective investments	Target funds of an umbrella structure whose assets and liabilities are segregated are considered as a separate UCITS or other undertakings for collective investment. Assets held by the UCITS or other undertakings for collective investments do not count for purposes of complying with rows A - F of this table.	

The maximum aggregate investment in any single issuer is 35% for rows A to F and 20% for rows C to F.

2.3.3 Use of Financial Derivatives

Derivatives the Target Fund can use

Always consistent with its investment policy, the Target Fund may invest in any type of financial derivative instrument. These may include the following types currently making up the most common derivatives:

- financial futures (contracts that deliver payments based on future values), such as futures on securities, interest rates, indices or currencies;
- options (contracts that confer the right, or the obligation, to buy or sell an asset during a stated period of time), such as options on equities, interest rates, indices (including commodity indices), bonds, currencies or swaps (swaptions), and on futures;
- warrants (contracts that confer the right to buy or sell an equity or other security at a certain price during a stated period of time);
- forwards (contracts to buy or sell an asset at a specified price on a future date), such as foreign exchange contracts;
- swaps (contracts where two parties exchange the returns from two different reference assets, such as foreign exchange, index, inflation rate or interest rate swaps, and swaps on volatility or baskets of equities, but not including total return, credit default or variance swaps, which are listed separately);
- credit derivatives, such as credit default swaps, or CDSs (contracts where one party receives a fee from the counterparty in exchange for agreeing that, in the event of a bankruptcy, default or other “credit event”, it will make payments to the counterparty designed to cover the latter’s losses);
- structured derivatives, such as credit-linked and equity-linked securities;
- contracts for difference (contracts whose value is based on the difference between two reference measurements such as a basket of securities);
- total return swaps or other derivatives with similar characteristics (TRS) (transaction in which one counterparty makes payments based on a fixed or variable rate to the other counterparty, who transfers the total economic performance, including income from interest and fees, gains and losses from price movements, and credit losses, of a reference obligation, such as an equity, bond or index); TRS can be funded or unfunded (with or without a required upfront payment. TRS transaction will be undertaken on single name equity and fixed income instruments or financial indices. The Funds intend to use TRS (including CFDs) in accordance with the provisions on the use of financial derivative instruments and within the maximum (50%) and expected (10%) levels disclosed in *the prospectus of the Target Fund*.

Futures are generally exchange-traded. All other types of derivatives are generally OTC.

For any index-linked derivatives, the index provider determines the rebalancing frequency and the effects of the cost to the relevant fund will depend on the rebalancing frequency.

What the Target Fund can use derivatives for

The Target Fund may use derivatives for any of the following purposes:

1) Hedging

Hedging is taking a market position that is in the opposite direction from – and is no greater than – the position created by other fund investments, for the purpose of reducing or canceling out exposure to price fluctuations or certain factors that contribute to them.

- Credit hedging: Typically done using credit default swaps. The goal is to hedge against credit risk. This includes purchasing or selling protection against the risks of specific assets or issuers as well as proxy hedging (taking an opposite position in a different investment that is likely to behave similarly to the position being hedged).
- Currency hedging: Typically done using currency forwards. The goal is to hedge against currency risk. This can be done at the Target Fund level and, with H shares, at the share class level. All currency hedging must involve currencies that are within the Target Fund’s benchmark or are consistent with its objective and policies. When the Target Fund holds assets denominated in multiple currencies, it might not hedge against currencies that represent small portions of assets or for which a hedge is uneconomical or unavailable. The Target Fund may engage in:
 - direct hedging (same currency, opposite position);

Prospectus in respect of the United Global Transformation Fund

- cross-hedging (reducing exposure to one currency while increasing exposure to another, the net exposure to the base currency being left unchanged), when it provides an efficient way of gaining the desired exposures;
 - proxy hedging (taking an opposite position in a different currency that is considered likely to behave similarly to the base currency);
 - anticipatory hedging (taking a hedge position in anticipation of an exposure that is anticipated to arise as the result of a planned investment or other event).
- Duration hedging: Typically done using interest rate swaps, swaptions and futures. The goal is to seek to reduce the exposure to rate shifts for longer-maturity bonds. Duration hedging can be done only at the Target Fund level.
 - Price hedging: Typically done using options on indices (specifically, by selling a call or buying a put). Usage is generally limited to situations where there is sufficient correlation between the composition or performance of the index and that of the Target Fund. The goal is to hedge against fluctuations in the market value of a position.
 - Interest rate hedging: Typically done using interest rate futures, interest rate swaps, writing call options on interest rates or buying put options on interest rates. The goal is to manage interest rate risk.
- 2) Investment exposure
The Target Fund can use any allowable derivative to gain exposure to permissible assets, in particular when direct investment is economically inefficient or impracticable.
- 3) Leverage
The Target Fund can use any allowable derivative to increase its total investment exposure beyond what would be possible through direct investment. Leverage typically increases fund volatility.
- 4) Index replication
Derivatives may be used to replicate the performance of a security or asset class (e.g. commodity indexes or property). Other strategies may include positions that benefit from a decline in value or that give exposure to certain elements of returns of a particular issuer or asset in order to provide returns that are unrelated to those of the general market or positions that would not have been available without the use of derivatives.
- 5) The Target Fund may use derivatives to manage risks, generate income or capital growth associated with the asset classes in which they invest, provided:
- (a) they are economically appropriate in that they are realised in a cost-effective way,
 - (b) they are entered into for one or more of (i) reduction of risk, (ii) reduction of cost and (iii) generation of additional capital or income with a level of risk which is consistent with the risk profile of the relevant fund(s) and the risk diversification rules of the Target Fund; and
 - (c) their risks are adequately captured by the risk management process of the SICAV.

Derivatives referencing underlying fixed income assets or components thereof may be used by the Target Fund to:

- (a) increase or reduce exposure to interest rate risk (including inflation) through the use of interest rate or bond futures, options and interest rate, total return or inflation swaps,
- (b) buy or sell part or all of the credit risk relating to single issuer, or multiple issuers referenced in a basket or index through the use of bond futures, options, credit default and total return swaps and
- (c) hedge, reduce or increase exposure to currencies through the use of forwards, including non-deliverable forwards and currency swaps.

Exposure to financial derivatives – Commitment Approach

The Target Fund calculates its global exposure by taking into account either the market value of an equivalent position in the underlying asset or the derivative's notional value, as appropriate. This allows the Target Fund to reduce its global exposure by taking into account the effects of any hedging or offsetting positions. Certain types of risk-free transactions, leverage-free transactions and non-leveraged swaps are therefore not included in the calculation. The Target Fund will ensure that its overall

market exposure does not exceed 210% of its assets (100% from direct investment, 100% from derivatives and 10% from borrowings).

Counterparties to Derivatives and Techniques

The Management Company adopts a counterparty risk management framework which measures, monitors and manages counterparty credit risk. In addition to the relevant requirements stated in the “General Investment Powers and Restrictions” section above, a counterparty will be assessed on the following criteria:

- regulatory status;
- protection provided by local legislation;
- operational processes;
- creditworthiness analysis including review of available credit spreads or external credit ratings; for CDSs and variance swaps, the counterparty must be a first-rate financial institution;
- degree of experience and specialisation in the particular type of derivative or technique concerned.

Legal status and country of origin or domicile are not in themselves directly considered as selection criteria.

Unless otherwise stated in *the prospectus of the Target Fund* or with the consent of directors of the SICAV, no counterparty to the Target Fund's derivative can serve as an Investment Manager of the Target Fund or otherwise have any control or approval over the composition or management of the Target Fund's investments or transactions or over the assets underlying a derivative.

The lending agent will continuously assess the ability and willingness of each securities borrower to meet its obligations, and the SICAV retains the right to rule out any borrower or to terminate any loan at any time. The generally low levels of counterparty risk and market risk associated with securities lending are further mitigated by counterparty default protection from the lending agent and the receipt of collateral.

2.3.4 Securities Lending

The Target Fund intends to engage in securities lending transactions on stocks, other equity securities instruments, and bonds for the purpose of efficient portfolio management and in accordance with the expected (15%) and maximum (30%) levels disclosed in *the Target Fund's prospectus*.

Securities lending transactions will be entered into depending on market opportunities, in particular, on the market demand for the securities held in Target Fund's portfolio and the expected revenues of the transaction compared to the market conditions on the investment side.

Securities lending transactions to be entered into exclusively aim to generate additional value consistent with the Target Fund's investment objective and its risk profile. As such, there is no restriction on the frequency under which a fund may engage into such type of transactions. Under no circumstances shall the above-mentioned operations cause the Target Fund to diverge from its investment objective or result in additional risk higher than its profile.

The Management Company shall maintain the volume of these transactions at a level such that is able, at all times, to meet redemption requests.

Counterparties: The counterparties to such securities lending must be subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law and specialised in this type of transaction. The counterparties to such transactions will generally be financial institutions based in an OECD member state and having an investment grade credit rating. The selected counterparties comply with Article 3 of the Securities Financing Transactions Regulation.

Revenues paid to the Target Fund: With regard to the securities lending transactions, 87.5% of the gross revenue arising from such transactions are returned to the Target Fund, while a 12.5% fee is paid to the Lending Agent (which is not an affiliate of the Investment Manager). Any operational costs (whether direct or indirect) borne by the Lending Agent from such securities lending activities are covered out of its fee. Further details on the actual return are published in the Target Fund's annual reports and accounts.

Lending agent, collateral agent and collateral manager: The Target Fund has appointed Brown Brothers Harriman & Co., a New York limited partnership with an office in Boston, Massachusetts and Citibank N.A., London Branch (both a “Lending Agent”) to carry out the securities lending transactions and the management of the collateral. Neither Lending Agent is an affiliate of the Investment Manager.

2.3.5 Repurchase and reverse repurchase agreement transactions

Repurchase transactions are governed by an agreement whereby the owner of the asset agrees to sell a security to another party in exchange for cash collateral and agrees to repurchase it on a specified date for a specified (higher) price. A Reverse Repurchase transaction is the opposite transaction whereby the cash holder agrees to sell the cash to another party in exchange for security collateral and agrees to repurchase the cash on a specified date for a specified (higher) value.

The Target Fund may engage in repurchase and reverse repurchase transactions for the purpose of efficient portfolio management. The Target Fund may only enter into reverse repurchase agreement and/or repurchase agreement transactions provided that it is able at any time:

- (a) to recall the full amount of cash in a reverse repurchase agreement or any securities subject to a repurchase agreement, or
- (b) to terminate the agreement in accordance with applicable regulations and subject to prevailing repurchase agreement market rates. In this context, fixed-term transactions that do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the SICAV.

Repurchase agreement transactions and reverse repurchase agreement transactions will be entered into opportunistically and on a temporary basis, in circumstances where the Investment Manager considers that the market rates will allow the Target Fund to benefit from more efficient cash management or improved portfolio returns when entering into any of these transactions.

Counterparties: The counterparties to such transactions must be subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law and specialised in this type of transaction. The counterparties to such transactions will generally be financial institutions based in an OECD member state and having an investment grade credit rating. The selected counterparties comply with Article 3 of the Securities Financing Transactions Regulation.

Revenues paid to the Target Fund: 100% of the revenues (or losses) generated by their execution of repurchase transactions or reverse repurchase transactions are allocated to the Target Fund. The Investment Manager do not charge any additional costs or fees or receive any additional revenues in connection with these transactions. Further details on the actual return are published in the Fund's annual reports and accounts.

2.3.6 Collateral Policies

These policies apply to assets received from counterparties in connection with transactions in securities lending, reverse repurchase transactions and OTC derivatives.

Acceptable Collateral: All securities accepted as collateral must be high quality. Collateral must be in form of:

- (a) liquid assets (i.e., cash and short term bank certificates, money market instruments as defined in Council Directive 2007/16/EC of 19 March 2007) and their equivalent (including letters of credit and a guarantee at first-demand given by a first class credit institution not affiliated to the counterparty);
- (b) bonds issued or guaranteed by a member state of the OECD or their local authorities or by supranational institutions and undertakings with EU, regional or worldwide scope;
- (c) shares or units issued by money market funds calculating a net asset value on a daily basis and assigned a rating of AAA or its equivalent;
- (d) shares or units issued by UCITS investing mainly in bonds/shares satisfying the conditions under (c);
- (e) bonds issued or guaranteed by first class issuers offering an adequate liquidity, or

Prospectus in respect of the United Global Transformation Fund

- (f) shares admitted to or deal in on a regulated market or on a stock exchange of a members state of the OECD, provided that these shares are included in a main index.

Securities that are the subject of purchase with a repurchase option or that may be purchased in reverse purchase agreements are limited to the type of securities mentioned under items (a), (b), (c), (e) and (f). Non-cash collateral must be traded on a regulated market or multilateral trading facility with transparent pricing and must be able to be sold quickly for close to its pre-sale valuation.

To ensure that collateral is suitably independent from the counterparty as far as both credit risk and investment correlation risk, collateral issued by the counterparty or its group is not accepted. The collateral is not expected to display a high correlation with the performance of the counterparty.

Counterparty credit exposure is monitored against credit limits. All collateral should be capable of being fully enforced by the Target Fund at any time without reference to, or approval from, the counterparty. Collateral received from a counterparty in any transaction may be used to offset the overall exposure to that counterparty.

To avoid having to handle small collateral amounts, the SICAV may set a minimum collateral amount (amount below which it will not require collateral) or a threshold (incremental amount above which it will not require additional collateral).

Diversification: All collateral held by the SICAV must be diversified by country, market and issuer, with exposure to any issuer no greater than 20% of the Target Fund's net assets.

Reuse and reinvest of collateral: Cash collateral will not be reinvested. If the Target Fund invests collateral from securities lending in reverse repurchase transactions, the limits that apply to securities lending will extend to reverse repurchase transactions. Non-cash collateral will not be sold, reinvested or pledged.

Custody of collateral: Collateral (as well as other securities that can be held in custody) transferred by title to the Target Fund will be held by the depositary or a sub-custodian. With other types of collateral arrangements, such as a pledge agreement, collateral can be held by a third-party custodian that is subject to prudential supervision and is unrelated to the collateral provider.

Valuation and haircuts: All collateral is marked to market (valued daily using available market prices), taking into account any applicable haircut (a discount to the value of collateral intended to protect against any decline in collateral value or liquidity). The Target Fund may demand additional collateral (variation margin) from the counterparty to ensure that the collateral value at least equals the corresponding counterparty exposure.

The haircut rates currently applied by the Target Fund are shown below.

The rates take account of the factors likely to affect volatility and risk of loss (such as credit quality, maturity and liquidity), as well as the results of any stress tests which may be performed from time to time. Haircuts will not be applied to cash collateral. The Management Company may adjust these rates at any time, without advance notice, but incorporating any changes into an updated version of *the prospectus of the Target Fund*.

Note: In instances where an updated version of the prospectus of the Target Fund entails significant changes, such changes will be incorporated into the Fund's prospectus via a supplementary or replacement prospectus. Investors will be informed of the changes in accordance with the relevant laws and guidelines.

The value of collateral received should, during the duration of the contract, be at least equal to 105% of the global valuation of the securities lent in the case of equities and at least 102% of the total value of the securities lent in the case of bonds. Repurchase agreement and reverse repurchase agreements will generally be collateralised, at any time during the lifetime of the agreement, at a minimum of 100% of their notional amount.

	Allowable as collateral	Haircut
OTC Financial Derivative transactions Securities Lending	Cash (USD, EUR, GBP, AUD or JPY)	0%

Prospectus in respect of the United Global Transformation Fund

transactions - Equity Securities Lending transactions - Bond	Government bonds issued by G10 sovereigns	5%
	Government bonds issued by G10 sovereigns	2%
Reverse repurchase transactions	Specified sovereign debt or exposure to certain non-government public - sector entities (in certain currency denominations) as agreed on a fund/counterparty basis	Up to 2.818% (as applicable by regulation and residual maturity)

2.4 Fees Charged by the Target Fund

Subscription Fee	Waived.
Redemption Fee	Currently none.
Management Fee	1.50% per annum of net asset value.
Trustee Fee	Not applicable.
Depository Fee	A range from 0.003% to 0.35% per annum of net asset value (excluding transaction charges and reasonable disbursements and out-of-pocket expenses).
Administration Fee	Up to 0.35% per annum of net asset value (excluding reasonable out-of-pocket expenses).

2.5 Temporary Suspension or Suspension of Dealing

The calculation of net asset value or transactions in the Target Fund's shares may be temporarily suspended in any of the following events:

- the principal stock exchanges or markets associated with a substantial portion of the Target Fund's investments are closed during a time when they normally would be open, or their trading is restricted or suspended, and the Management Company believes these conditions have a material effect on the value of assets the Target Fund holds;
- a disruption of communication systems, normally employed in determining the price of any of the SICAV's investments has made it impractical to value Target Fund's assets in a timely and reliable way;
- a state of emergency exists (not created or controllable by the Management Company) that makes it impracticable to value or liquidate assets;
- any other reason exists to make the Target Fund unable to promptly and accurately obtain prices for any investments to which it is exposed;
- the Target Fund is unable to repatriate monies needed to pay out redemption proceeds, or is unable to liquidate assets or exchange monies needed for operations or redemptions at what the board of directors of the SICAV considers to be a normal price or exchange rate;
- circumstances exist under which the Management Company believes it would be impractical or unfair to shareholders to continue dealing in fund shares, or would carry undue risk to do so;
- the net asset value of one or more investment funds in which the Target Fund invests a substantial part of its assets is suspended;
- the Target Fund is being liquidated or merged suspension could apply to any share class and Target Fund, or to all, and to any type of request (buy, switch, sell).

In addition to suspensions at the Target Fund level, any distributor of the Target Fund may declare its own suspension of processing of Target Fund shares under similar terms as above.

Any suspension shall be published in such manner as decided by the board of directors of the SICAV if the board of directors of the SICAV considers the suspension is likely to exceed one week.

Prospectus in respect of the United Global Transformation Fund

Shareholders who have requested switching or redemption of their shares or who have made an application to subscribe for shares will be notified of any such suspension and will be promptly notified upon termination of such suspension.

2.6 Redemption of Shares

Pricing basis:	Shares are realised on a forward pricing basis.
Redemption price:	Shares are priced at the net asset value for the relevant share class. All requests to redeem shares are processed at that price, adjusted for any charges. Each net asset value is calculated in the Target Fund's base currency, then converted, at current market rates, into any currencies of share class denomination. Except for initial offering periods, during which the price is the initial offer price, the share price for a transaction will be the net asset value calculated for the day on which the transaction request is processed.
Cut-off times and processing schedule:	<p>Any application to redeem shares must be received by the Management Company before the cut-off time by 4.00p.m. Central European Time (3.00p.m. UK time) on any valuation day to be processed at the net asset value for that valuation day. Orders that arrive after the cut-off time will only be accepted as of the next cut-off time. Note that the net asset value at which any request is processed cannot be known at the time a request is placed. A confirmation notice will be issued at the time the applicable net asset value is calculated.</p> <p>Settlement normally occurs within 3 business days.</p> <p>There may be delays in cases where the redemption of shares has been deferred or suspended in accordance with the temporary suspension or suspension of dealing and implementation of special procedures during times of peak buy, switch or sell requests, as detailed in Section 2.5 and Section 2.7 respectively.</p>
Other salient terms:	<p>Any redemption proceeds will only be paid out once all investor documentation has been received, including any requested in the past that was not adequately provided.</p> <p>The Management Company pays redemption proceeds only to the shareholder(s) identified in the SICAV's register of shareholders, by wire to the bank account details they have on file for the account. If any required information is missing, shareholders' redemption request will be held until it arrives and can be properly verified. All payments to shareholders are made at their expense and risk.</p>

2.7 Implement Special Procedures During Times of Peak Buy, Switch or Sell Requests

If on any valuation date redemption requests relate to more than 10% of the shares in issue in respect of the Target Fund, the directors of the SICAV may declare that part or all of such shares for redemption will be deferred on a pro rata basis for a period that the directors of the SICAV consider to be in the best interests of the Target Fund and/or the directors of the SICAV may defer any redemption request which exceeds 10% of the shares in issue in respect of the Target Fund. Such period would not normally exceed 20 valuation dates. On such dates, these redemption requests will be met in priority to later requests.

As a result, the Fund's redemption proceeds from the Target Fund may be delayed. Please refer to *Section 4.4 Redemption of Units* for the schedule of redemption proceeds for the respective Classes of Units.

2.8 Compulsory Redemptions

The Management Company has the right to take appropriate measures to prevent or remedy improper ownership of units. This includes ownership by any investor ineligible to own them or whose ownership might be detrimental to the SICAV or its shareholders. The following examples apply to both existing and prospective shareholders and to both direct and beneficial ownership of shares:-

- (a) requiring investors to provide any information we consider necessary for determining the identity and eligibility of a shareholder;
- (b) forcibly selling (and returning the proceeds in the share class currency) or exchanging, free of any redemption fee, any shares the Management Company believes are being held in whole or in part by or for an investor who is, or appears likely to become, ineligible to own those shares, or who has failed to provide any requested information or declaration within one month of being requested to do so, or whose ownership the SICAV has determined might be detrimental to its interests or those of shareholders;
- (c) preventing investors from acquiring shares if we believe it is in the interests of existing shareholders to do so.

The Management Company may take any of these measures to ensure the SICAV's compliance with law and regulation; to avoid the adverse regulatory, tax, administrative, or financial consequences for the SICAV (such as tax charges); to remedy the ownership of shares by a US person or any other investor whose ownership of shares is not permitted by the investor's jurisdiction; or for any other reason, including the avoidance of any local registration or filing requirements with which the Management Company or the SICAV would not otherwise be required to comply. The SICAV will not be liable for any gain or loss associated with the above actions.

CHAPTER 3: FEES, CHARGES AND EXPENSES

There are fees and charges directly incurred when you purchase or redeem Units of the Fund. All fees and charges quoted below are exclusive of taxes and/or duties imposed by law or required to be paid in connection with the products or services provided by the Manager and/or the Trustee.

3.1 Sales Charge

Manager	Up to 5.00% of the NAV per Unit of the Class.
Authorised distributors	Up to 5.00% of the NAV per Unit of the Class.

Note:

The sales charge is applicable to all Classes of Units.

Investors should note that sales charge levied may vary when you purchase Units from different authorised distributors or from us, subject to the maximum sales charge disclosed herein. The difference in sales charge imposed is based on the different levels of services provided and/or the size of the investment undertaken. Nevertheless, we have the discretion to waive and/or reduce the sales charge.

Please refer to Section 4.2 Pricing of Units for information on how the sales charge is calculated.

3.2 Redemption Charge

Nil.

3.3 Transfer Fee

AUD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	SGD Hedged Class	MYR Class	USD Class
AUD 15.00	GBP 15.00	RM 15.00	RMB 15.00	SGD 15.00	RM 15.00	USD 15.00
per transfer, subject to our discretion.						

3.4 Switching Fee

A differential sales charge on the amount switched will be imposed for switching from a Class of Units to other fund(s) (or its classes) denominated in the same currency managed by us.

Please refer to Section 4.9 Switching Facility for further details.

3.5 Other Charges

There are no other charges (except charges levied by the banks on remittance of money) payable directly by Unit Holders when purchasing or redeeming Units of the Fund.

There are fees and expenses indirectly incurred when you invest in the Fund. All fees and expenses quoted below are **exclusive** of taxes and/or duties imposed by law or required to be paid in connection with the products or services provided by the Manager and/or the Trustee.

3.6 Annual Management Fee

Up to 1.80% per annum of the NAV of the Class, calculated and accrued on a daily basis.

Notes:

There will be no double charging of management fee at the Target Fund level.

We may in our discretion, from time to time, charge an annual management fee that is lower than that stated above. Please refer to <https://www.uobam.com.my/our-funds/Notification.page> for information on the current annual management fee charged to each Class.

Prospective investors should take note that although there will be no double charging of annual management fee, however, there are certain fees and expenses which will be charged by the Target Fund as mentioned in Section 2.4 Fees Charged by the Target Fund and investors will hence be subjected to higher fees and expenses indirectly.

Please refer to Section 4.1.1 Computation of NAV and NAV per Unit of the Fund on how the annual management fee is calculated.

3.7 Annual Trustee Fee

Up to 0.06% per annum of the NAV of the Fund, subject to a minimum of RM15,000 per annum, calculated and accrued on a daily basis (excluding foreign custodian fees and charges, where applicable).

Notes:

Please refer to <https://www.uobam.com.my/our-funds/Notification.page> for information on the current annual trustee fee charged to the Fund.

Please refer to Section 4.1.1 Computation of NAV and NAV per Unit of the Fund on how the annual trustee fee is calculated.

3.8 Other Expenses

Only fees and expenses that are directly related and necessary in operating and administering the Fund may be charged to the Fund in accordance with the Deed. These include but are not limited to the following:-

- audit fees;
- commission or fees paid to brokers or dealers;
- foreign custodian fees and charges, if any;
- tax adviser's fee;
- taxes and other duties imposed by the government and/or other authorities;
- fees for the valuation of any investment of the Fund;
- remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund;
- costs for modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- costs of convening meetings of Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- bank charges and cost of borrowing;
- costs and fees for the printing and posting of annual and semi-annual reports;
- lodgement fee for Fund's reports;

Prospectus in respect of the United Global Transformation Fund

- costs, fees and expenses incurred for the subscription and maintenance of the benchmark index;
- 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;
- costs, fees and expenses incurred for the fund accounting of the Fund; and
- any other expenses allowed under the Deed.

3.9 Policy on Rebates and Soft Commissions

It is our policy to channel all rebates, if any, received from brokers or dealers to the Fund. However, soft commissions received for goods and services may be retained by us if:

- (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- (c) 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 or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

<p>THERE ARE FEES AND CHARGES INVOLVED AND INVESTORS ARE ADVISED TO CONSIDER THEM BEFORE INVESTING IN THE FUND.</p>
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CHAPTER 4: TRANSACTION INFORMATION

4.1 Sale and Purchase of Units

4.1.1 Computation of NAV and NAV per Unit of the Fund

The NAV of the Fund is determined by deducting the value of all the Fund's liabilities from the value of all the Fund's assets, at the valuation point. For the purpose of computing the annual management fee and annual trustee fee, the NAV of the Fund is inclusive of the management fee and trustee fee for the relevant day.

The NAV per Unit of a Class of Units is the NAV of the Fund attributable to a Class of Units divided by the number of Units in circulation for that particular Class of Units, at the same valuation point.

The valuation of the Fund will be carried out in the Base Currency. Accordingly, all assets that are not denominated in USD will be translated to USD for valuation purposes. The foreign exchange rate used for this purpose shall be the bid foreign exchange rate quoted by Refinitiv or other reputable information service providers at 4.00 p.m. United Kingdom time or such rate or method as may be prescribed under the relevant laws from time to time.

Due to multiple Classes of Units in the Fund, the income, expenses, indirect fees and/or charges for the Fund are apportioned based on the value of the Class of Units of the Fund (quoted in the Base Currency) relative to the value of the whole Fund (also quoted in the Base Currency), which is shown as multi-class ratio.

An illustration of computation of NAV and the NAV per Unit for a particular day:-

	Fund	AUD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	SGD Hedged Class	MYR Class	USD Class
Units in circulation	693,000,000	30,000,000	14,000,000	400,000,000	106,000,000	40,000,000	65,000,000	38,000,000
Opening NAV in USD	123,000,000	12,000,000	10,000,000	50,000,000	8,000,000	15,000,000	8,000,000	20,000,000
Multi-class ratio	100.00	9.76	8.13	40.65	6.50	12.20	6.50	16.26
Add	Income for the day	250,000.00	24,390	20,325	101,626	16,260	30,488	16,260
Less	Expenses for the day	(250,000.00)	(24,390)	(20,325)	(101,626)	(16,260)	(30,488)	(16,260)

Prospectus in respect of the United Global Transformation Fund

Add	Currency forward gain/loss	16,000	20,000	10,000	15,000	2,000	(13,000)	(18,000)	-
	NAV before deducting management fee and trustee fee for the day	123,016,000	12,020,000	10,010,000	50,015,000	8,002,000	14,987,000	7,982,000	20,000,000
Less	Management fee for the day at 1.80% per annum	(6,067)	(593)	(494)	(2,466)	(395)	(739)	(394)	(986)
	Trustee fee for the day at 0.06% per annum	(202)	(20)	(16)	(82)	(13)	(25)	(13)	(33)
	NAV	123,009,731	12,019,388	10,009,490	50,012,451	8,001,592	14,986,236	7,981,593	19,998,981
	<u>NAV per Unit of the AUD Hedged Class</u>								
	NAV of the Fund attributable to the AUD Hedged Class in USD		12,019,388						
Divide	Units in circulation		30,000,000						
	NAV per Unit of AUD Hedged Class in USD (rounded to 4 decimal places)		<u>USD0.4006</u>						
Divide	Exchange rate (assume 1 AUD = 0.75 USD)		0.75						
	NAV per Unit of AUD Hedged Class (rounded to 4 decimal places)		<u>AUD0.5342</u>						

Prospectus in respect of the United Global Transformation Fund

	<u>NAV per Unit of the GBP Hedged Class</u>							
	NAV of the Fund attributable to the GBP Hedged Class in USD			10,009,490				
Divide	Units in circulation			14,000,000				
	NAV per Unit of GBP Hedged Class in USD (rounded to 4 decimal places)			<u>USD0.7150</u>				
Divide	Exchange rate (assume 1 GBP = 1.38 USD)			1.38				
	NAV per Unit of GBP Hedged Class (rounded to 4 decimal places)			<u>GBP0.5181</u>				
	<u>NAV per Unit of the MYR Hedged Class</u>							
	NAV of the Fund attributable to the MYR Hedged Class in USD				50,012,451			
Divide	Units in circulation				400,000,000			
	NAV per Unit of MYR Hedged Class in USD (rounded to 4 decimal places)				<u>USD0.1250</u>			

Prospectus in respect of the United Global Transformation Fund

Divide	Exchange rate (assume 1 MYR = 0.24 USD)				0.24			
	NAV per Unit of MYR Hedged Class (rounded to 4 decimal places)				<u>RM0.5210</u>			
	<u>NAV per Unit of the RMB Hedged Class</u>							
	NAV of the Fund attributable to the RMB Hedged Class in USD					8,001,592		
Divide	Units in circulation					106,000,000		
	NAV per Unit of RMB Hedged Class in USD (rounded to 4 decimal places)					<u>USD0.0755</u>		
Divide	Exchange rate (assume 1 RMB = 0.15 USD)					0.15		
	NAV per Unit of RMB Hedged Class (rounded to 4 decimal places)					<u>RMB0.5032</u>		
	<u>NAV per Unit of the SGD Hedged Class</u>							
	NAV of the Fund attributable to the SGD Hedged Class in USD						14,986,236	

Prospectus in respect of the United Global Transformation Fund

Divide	Units in circulation						40,000,000		
	NAV per Unit of SGD Hedged Class in USD (rounded to 4 decimal places)						<u>USD0.3747</u>		
Divide	Exchange rate (assume 1 SGD = 0.74 USD)						0.74		
	NAV per Unit of SGD Hedged Class (rounded to 4 decimal places)						<u>SGD0.5063</u>		
	<u>NAV per Unit of the MYR Class</u>								
	NAV of the Fund attributable to the MYR Class in USD							7,981,593	
Divide	Units in circulation							65,000,000	
	NAV per Unit of MYR Class in USD (rounded to 4 decimal places)							<u>USD0.1228</u>	
Divide	Exchange rate (assume 1 MYR = 0.24 USD)							0.24	

Prospectus in respect of the United Global Transformation Fund

	NAV per Unit of MYR Class (rounded to 4 decimal places)						<u>RM0.5116</u>	
	<u>NAV per Unit of the USD Class</u>							
	NAV of the Fund attributable to the USD Class							19,998,981
Divide	Units in circulation							38,000,000
	NAV per Unit of USD Class (rounded to 4 decimal places)							<u>USD0.5263</u>

Please note that the calculation set out above is for illustration purposes only.

4.2 Pricing of Units

We adopt the single pricing policy which is in line with the SC's requirement for the Malaysian unit trust industry. Under this regime, both the selling price and buying price of Units will be quoted based on a single price, i.e. the NAV per Unit of the Fund.

The daily NAV per Unit of the Fund is valued at the next valuation point after a purchase request or a redemption request is received by us, i.e., on Forward Price basis.

Example:

Making an investment

Assuming the NAV per Unit on 15 February 2024 for MYR Class is RM0.5263 and there is a sales charge of 5.00% of the NAV per Unit of the Class imposed by us; if a Unit Holder intends to invest a sum of RM10,000.00 in the MYR Class, the amount that a Unit Holder will have to pay as sales charge will therefore be:-

$$\begin{aligned}\text{Sales charge} &= 5\% \times (\text{amount to be paid}) \\ &= 5\% \times \text{RM10,000} \\ &= \text{RM500}\end{aligned}$$

The total amount that will have to be paid to us will therefore be:

$$\begin{aligned}\text{Total to be paid} &= \text{amount to be invested} + \text{sales charge} \\ &= \text{RM10,000} + \text{RM500} \\ &= \text{RM10,500}\end{aligned}$$

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

$$\begin{aligned}\text{Units allocated to the} &= \frac{\text{amount to be invested}}{\text{NAV per Unit}} \\ \text{Unit Holder} &= \frac{\text{RM10,000}}{\text{RM0.5263}} \\ &= \underline{19,000.57 \text{ Units}}\end{aligned}$$

Please note that the calculation set out above is for illustration purposes only.

Redeeming an investment

Assuming the NAV per Unit on 22 February 2024 for MYR Class is RM0.5263 and there is no redemption charge for this Fund; if a Unit Holder intends to redeem 10,000 Units from the MYR Class, the amount that we will have to pay to Unit Holder will therefore be:-

$$\begin{aligned}\text{Units redeemed by Unit Holder} &= 10,000 \text{ Units} \\ \text{Amount payable to} &= \text{Units redeemed} \times \text{NAV per Unit} - \text{redemption charge} \\ \text{Unit Holder} &= 10,000 \text{ units} \times \text{RM0.5263} - 0\% \\ &= \underline{\text{RM5,263.00}}\end{aligned}$$

Please note that the calculation set out above is for illustration purposes only.

Incorrect Pricing

Subject to any relevant law, if there is an error in the pricing of the NAV per Unit of the Fund, we will take immediate remedial action to correct the error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.5% of the NAV per Unit:

Prospectus in respect of the United Global Transformation Fund

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

We retain the discretion whether or not to reimburse if the error is below 0.5% of the NAV per Unit or where the total impact on a Unit Holder's account of each Class of Units is less than RM10.00 or in the case of a foreign currency Class of Units, less than 10.00 denominated in the foreign currency denomination of the Class of Units. This is because the reprocessing costs may be greater than the amount of the adjustment.

Policy on rounding adjustment

In calculating a Unit Holder's investments, the NAV per Unit of the Fund will be rounded up to four decimal places.

Units allocated to a Unit Holder will be rounded up to two decimal places.

4.3 Sale of Units

Class(es) of Units	AUD Hedged Class	GBP Hedged Class	MYR Hedged Class	RMB Hedged Class	SGD Hedged Class	MYR Class	USD Class
Minimum Initial Investment	AUD 1,000	GBP 1,000	RM 1,000	RMB 1,000	SGD 1,000	RM 1,000	USD 1,000
	or such other lower amount as we may from time to time decide.						
Minimum Additional Investment	AUD 100	GBP 100	RM 100	RMB 100	SGD 100	RM 100	USD 100
	or such other lower amount as we may from time to time decide.						

Application for Units must be received by us on or before the cut-off time of 4:00 p.m. on any Business Day. Any application received after 4:00 p.m. on any Business Day will be taken as an application made on the next Business Day.

Investors are required to complete the application forms, which are available at:

- (a) our head office; or
- (b) our authorised distributors throughout Malaysia.

For the convenience of applicants, all authorised distributors are authorised to accept the application forms accompanied by the necessary remittance for onward transmission to us. You may contact any of our authorised distributors listed in *Chapter 13 List of UOB Asset Management (Malaysia) Berhad's Office, Institutional Unit Trust Scheme Advisers and Authorised Distributors*.

Note: We reserve the right to accept or reject any application in whole or part thereof without assigning any reason.

All applicants intending to invest in a Class other than MYR Hedged Class and MYR Class are required to have a foreign currency account with any financial institutions as all transactions relating to the particular foreign currency will ONLY be made via telegraphic transfers.

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

PLEASE BE ADVISED THAT IF AN INVESTOR INVESTS IN UNITS THROUGH AN IUTA WHICH ADOPTS THE NOMINEE SYSTEM OF OWNERSHIP, THE INVESTOR WOULD NOT BE CONSIDERED TO BE A UNIT HOLDER UNDER THE DEED AS THE INVESTOR'S NAME WILL NOT APPEAR IN THE REGISTER OF UNIT HOLDERS. THE INVESTOR MAY CONSEQUENTLY NOT HAVE ALL THE RIGHTS ORDINARILY EXERCISABLE BY A UNIT HOLDER (FOR EXAMPLE, THE RIGHT TO CALL FOR A UNIT HOLDERS' MEETING AND TO VOTE THEREAT).

Unitholdings in Different Classes

Investors should note that there are differences when purchasing Units of a Class other than USD Class in the Fund, i.e. AUD Hedged Class, GBP Hedged Class, MYR Hedged Class, RMB Hedged Class, SGD Hedged Class and MYR Class.

For illustration purposes, assume the exchange rate of USD and RM is 4.00, and you have USD10,000 to invest. The USD Class is priced at USD0.5000, while the MYR Hedged Class is priced at RM0.5000. By purchasing Units in the MYR Hedged Class, you will receive more Units for every USD invested in the Fund, i.e. 80,000 Units, compared to purchasing Units in USD Class, i.e. 20,000 Units.

Upon a voting by poll, the votes by every Unit Holders present in person or by proxy shall be proportionate to the value of Unit held by him or her. Hence, holding more number of Units may not give you an advantage when voting at Unit Holders' meetings. You should note that in a Unit Holders' meeting to terminate or wind up the Fund or a Class of Units, a special resolution may only be passed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by Unit Holders voting at the meeting, and not based on number of Units held.

4.4 Redemption of Units

Unit Holders may redeem their investments in the Fund on any Business Day by completing the prescribed redemption request form or such other manner as we may accept and returning it to us on any Business Day; the redemption request form is available at our head office and also offices of our authorised distributors. There is no restriction on the number of times a Unit Holder can redeem.

The minimum redemption amount is 1,000 Units or such other lesser Units as we may from time to time decide.

However, if the redemption request leaves a Unit Holder with less than the required minimum holdings of Units in the account, we will request the Unit Holder to redeem the remaining Units in the Unit Holder's account.

Units redeemed on or before the cut-off time of 4:00 p.m. on any Business Day will be redeemed at the NAV per Unit calculated as at the next valuation point after the redemption request was received by us (i.e., on a Forward Price basis).

Any redemption request received after 4:00 p.m. on any Business Day will be taken as a redemption request made on the next Business Day.

Redemption proceeds will be paid within five (5) Business Days from the receipt of redemption proceeds from the Target Fund. The Fund generally receives the redemption proceeds from the Target Fund on T+5 Business Days from the day we receive a complete redemption request form. Thereafter, the redemption proceeds from the Target Fund will require currency conversion to the Class currency to be remitted to Unit Holders. (Note: Currency conversion is dependent on the banking system and differing banks/agent banks and currencies will have a different conversion timeline.)

Generally, redemption proceeds will be paid within:-

- ten (10) Business Days for AUD Hedged Class;
- nine (9) Business Days for GBP Hedged Class;
- eight (8) Business Days for MYR Hedged Class;
- ten (10) Business Days for RMB Hedged Class;
- ten (10) Business Days for SGD Hedged Class;

Prospectus in respect of the United Global Transformation Fund

- eight (8) Business Days for MYR Class; and
- eight (8) Business Days for USD Class,

from the date we receive a complete redemption request form.

Deferment on redemption by the Target Fund

Under such circumstance, the redemption requests submitted by the Fund to the Target Fund will be deferred if the total redemption requests received by the Target Fund exceed 10% of the total number of shares in issue in respect of the Target Fund. The Fund will receive redemption proceeds from the Target Fund on a staggered basis. Similarly, the Fund will mirror the redemption process of the Target Fund and disburse the redemption proceeds to the Unit Holders on a staggered basis.

In this event, the Fund will receive the redemption proceeds from the Target Fund in four (4) Business Days from the day redemption requests are processed by the Target Fund. Redemption proceeds will then be paid to the Unit Holders within five (5) Business Days from the Fund's receipt of redemptions proceeds from the Target Fund. Affected Unit Holders who have submitted their redemption requests to us will be notified upon our receipt of such notification from the Management Company of the Target Fund. Investors are advised to understand the special procedures during times of peak buy, switch or sell requests of the Target Fund at *Section 2.7 Implement Special Procedures During Times of Peak Buy, Switch or Sell Requests*.

Note: If suspension of redemption is imposed, Unit Holders of the Fund would not be able to redeem their units in the Fund temporarily until such suspension is lifted. Unit Holders will have to remain invested in the Fund for as long as suspension is imposed.

4.5 Cooling-off Policy

A cooling-off right refers to the right of the Unit Holder to obtain a refund of his investment if he so requests within the cooling-off period (within six (6) Business Days from the date of receipt of application to purchase Units). This is to provide the Unit Holder with the opportunity to reverse his investment decision that could have been unduly influenced by certain external elements or factors. The cooling-off right is only given to an individual investor, other than those listed below, who is investing for the first time in any unit trust funds managed by us:-

- (i) our staff; and
- (ii) persons registered with a body approved by the SC to deal in unit trusts.

Within the cooling-off period, the refund to the Unit Holders for every Unit held by the Unit Holders shall be as follows:

- (a) if the price of the Units on the day the Units were purchased is higher than the price of the Units on the day the Units at the point of exercise of the cooling-off right ("Exercise Price"), the Exercise Price at the point of cooling-off and the sales charge originally imposed on the day the Units were purchased; or
- (b) if the Exercise Price is higher than the price of the Units on the day the Units were purchased, the price of the Units on the day the Units were purchased and the sales charge originally imposed on the day the Units were purchased.

The Unit Holders shall be refunded their monies within seven (7) Business Days of the date of receipt of the cooling-off notice from the Unit Holders.

4.6 Minimum Holdings

The minimum holding is 1,000 Units or such other lesser Units as we may from time to time decide.

4.7 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.

Prospectus in respect of the United Global Transformation Fund

However, the Fund may borrow cash for the purpose of meeting redemption requests for Units and for short-term bridging requirements. We will ensure that:

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

Except for the securities lending as provided under the Securities Borrowing and Lending Guidelines, as well as complying with relevant rules and directives issued by Bursa Malaysia Securities Berhad, Bursa Malaysia Depository Sdn Bhd and Bursa Malaysia Securities Clearing Sdn Bhd, none of the cash or investments of the Fund may be lent. Further, the Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.

4.8 Transfer of Units

Units in the Fund are transferable subject to a minimum of 1,000 Units or such other lesser Units as we may from time to time decide, and any other terms and conditions as may be imposed by us.

However, if the transfer request leaves a Unit Holder with less than the required minimum holdings of Units in the account, we will request the Unit Holder to transfer the remaining Units from the transferor's account to the transferee's account.

A copy of the "Transfer Form" can be obtained from our head office and also offices of our authorised distributors.

4.9 Switching Facility

Unit Holders are allowed to switch from the Fund to other fund(s) (or its classes) managed by us provided that the currency denomination is the same and subject to our discretion.

The minimum switching amount is 1,000 Units and the amount switched must meet the minimum initial investment amount of the intended fund (or its classes) 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.

Also, Unit Holders are to take note that 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 or the existing Unit Holders of a particular Class. A copy of the "Other Transactions Form" to perform this transaction can be obtained from our office and also offices of our authorised distributors. Subject to our discretion, we may impose switching fee.

The switching transaction is subject to the conditions set out below:-

1. A unit holder who originally purchased units of a fund with "no sales charge" imposed and intends to switch into any other funds with "no sales charge" imposed, the switch will be based on the net asset value per unit of the fund that he intends to switch into.
2. A unit holder who originally purchased units of a fund with "no sales charge" imposed and intends to switch into any other funds with "sales charge" imposed, he will be required to pay the sales charge imposed by the fund that he intends to switch into.
3. If a unit holder who originally purchased units of a fund with "sales charge" imposed and decides to switch into any other funds with "higher sales charge" imposed, he will be required to pay the difference of the sales charge ("differential sales charge") on the amount switched into that fund.
4. A unit holder who originally purchased units of a fund with "sales charge" imposed and intends to switch into any other funds with "lower sales charge" imposed, the switch will be at the net asset value per unit of the fund that he intends to switch into.

Prospectus in respect of the United Global Transformation Fund

Note: Investors are advised to check the eligibility criteria if they intend to switch to a wholesale fund.

Please refer to the table below for an illustration on how the switching facility works:-

SWITCHING FROM	SWITCHING TO		
CURRENT FUND (OR ITS CLASSES)	INTENDED FUND (OR ITS CLASSES)		
	Fund with “no sales charge”	Fund with “lower sales charge”	Fund with “higher sales charge”
Fund with “sales charge”	No sales charge.	No sales charge.	Differential sales charge on the amount switched.
Fund with “no sales charge”	No sales charge.	Not applicable.	Differential sales charge on the amount switched.

Please note that the net asset value per unit of the fund to be switched out and the net asset value per unit of the fund to be switched into may be of different Business Days.

4.10 Temporary Suspension of Determination of NAV and of the Issue, Switching and Redemption of Units

We may suspend the determination of the NAV of Units in the Fund, the issue of Units, switching of Units and the redemption of Units under the following circumstances: -

- (a) during any period when dealing in the Target Fund is suspended*;
- (b) during any period when an emergency exists as a result of which disposal of the Target Fund which constitute a substantial portion of the assets of the Fund is not practically feasible or would be seriously prejudicial to the Unit Holders; or
- (c) when for any other reason the prices of the Target Fund cannot be promptly or accurately be ascertained.

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

The Fund will be suspended immediately if the Target Fund is suspended. Otherwise, suspension will only be triggered as a last resort and is in the best interest of Unit Holders to do so.

In the event the Fund is suspended, Unit Holders of the Fund would not be able to redeem their units in the Fund temporarily until such suspension is lifted. Unit Holders will have to remain invested in the Fund for as long as suspension is imposed.

Note: * For further details on temporary suspension or suspension dealing of the Target Fund, please refer to Section 2.5 Temporary Suspension or Suspension of Dealing.

4.11 Valuation of the Fund and Bases of Valuation of the Assets of the Fund

4.11.1 Valuation of the Fund

The Fund will be valued at least once on every Business Day. The valuation of the Fund will be carried out in a fair and accurate manner, at the valuation point.

As the Target Fund is a foreign fund, the valuation of the Units in respect of a particular Business Day can only be carried out on the following Business Day.

Prospectus in respect of the United Global Transformation Fund

Unit Holders may contact us directly during business hours to obtain the latest price of the Fund. Please refer to the *Corporate Directory* section on page 7 for contact details.

Note: Valuation point is the particular point in time on a Business Day, as we may decide, at which the NAV of the Fund is calculated.

4.11.2 Bases for Valuation of the Assets of the Fund

Investment Instruments	Valuation Basis
Collective investment schemes	Investments in unlisted collective investment schemes will be valued based on the last published redemption price.
Money market instruments	Investments in money market instruments are valued at book cost, meaning cost of acquisition plus accretion of discount. For investments in commercial papers, valuation will be performed by reference to the fair value prices quoted by a bond pricing agency registered with the SC.
Deposits	For Deposits placed with a financial institution, valuation will be performed by reference to the principal value provided by the financial institution that issues or provides such investments including interest accrued thereon for the relevant period, if any.
Derivatives	Derivative instruments positions will be marked to market using valuation prices quoted by the derivatives' provider as at the close of the Business Day of the respective markets on the same calendar day.
Foreign exchange rate conversion	Where the value of an asset of the Fund is denominated in foreign currency, the assets are translated to the Base Currency for a Business Day using the bid foreign exchange rate quoted by Refinitiv, at United Kingdom time 4:00 p.m. on the same calendar day.
Any other instruments	Fair value as determined with due care and in good faith by us, on methods or bases which have been approved by the Trustee.

4.12 Mode of Distribution

You are given the option to either:-

- a) Reinvest your distribution
The distribution will be reinvested into your account in the form of additional Units at no cost, based on the NAV per Unit at the end of the Business Day of the distribution declaration date.

or
- b) Receive your distribution
The distribution will be paid to you by way of transfer into a bank account held in your name.

You should note that distribution (if any) which is less than 300 in the denominated currency of the Fund/Class, or such other amount as we may from time to time decide, will be automatically reinvested into your account in the form of additional Units at no cost, based on the NAV per Unit on the distribution declaration date. Distribution (if any) that cannot be credited into your bank account after one (1) month from the date of payment will be automatically reinvested into your account in the form of additional Units at no cost, based on the NAV per Unit at the end of the fifteenth (15th) day after the said one (1) month period. In the event the fifteenth (15th) day falls on a non-Business Day, reinvestment will be made on the following Business Day.

Prospectus in respect of the United Global Transformation Fund

If you do not state your option in the application form, the distribution (if any) will be automatically reinvested into your account in the form of additional Units. You may also inform us or any of our authorised distributors in writing, at any time before the distribution declaration date of your wish of receiving cash payment or additional Units via reinvestment.

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

CHAPTER 5: THE MANAGER

5.1 Background Information

UOB Asset Management (Malaysia) Berhad holds the capital markets and services licence for fund management in Malaysia under the CMSA since January 1997. In January 2014, UOBAM(M) has obtained the approval from the SC to deal in securities restricted to unit trust products. UOBAM(M) has more than 23 years' experience in providing fund management, for both institutional and retail clients. UOBAM(M) is substantially owned by UOB Asset Management Ltd ("UOBAM"), headquartered in Singapore. UOBAM has more than 30 years of experience managing collective investment schemes and discretionary funds.

5.2 Role, Duties and Responsibilities of the Manager

We are responsible for the day-to-day management, marketing and administration of the Fund, where our key functions include:-

- a) endeavouring to manage the Fund in a sound and professional manner in accordance with its investment objective, the provisions of this Prospectus and the Deed;
- b) endeavouring to properly administer the Fund and to arrange for sale and redemption of Units of the Fund;
- c) issuing the Fund's semi-annual and annual reports to the Unit Holders;
- d) keeping proper records of the Fund; and
- e) keeping the Unit Holders informed on material matters relating to the Fund.

5.3 Board of Directors

The functions of the Board of Directors are to elaborate, decide, endorse or resolve all matters pertaining to us and the Fund at the board meetings that are held formally four times yearly or as and when circumstances require.

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

5.4 Investment Team

The designated person responsible for fund management function is Mr Francis Eng Tuck Meng. His profile is as set out below:

Mr Francis Eng Tuck Meng - Chief Investment Officer

Francis has more than 20 years of investment-related experience including fund management and equities research. Prior to being with UOBAM(M), he was a senior analyst with a foreign securities firm and was part of the equities research team that was ranked by Greenwich and Asiamoney. He holds a Bachelor of Economics degree with a double major in Actuarial Studies and Finance.

5.5 Material Litigation

As at 31 October 2023, we are not engaged in any litigation or arbitration proceedings, either as plaintiff or defendant which has a material effect on our financial position or any of our delegates, and the board of directors are not aware of any proceedings pending or threatened, or of any fact likely to give rise to any such proceedings which might materially and adversely affect our position or our business or any of our delegates.

Further information and/or update information on the Manager, key personnel of the Manager, the board of directors, management team, investment team and etc. can be obtained from the Manager's website at www.uobam.com.my.

CHAPTER 6: TRUSTEE

6.1 About Deutsche Trustees Malaysia Berhad

Deutsche Trustees Malaysia Berhad (“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.

6.2 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 October 2023, DTMB is the trustee for 229 collective investment schemes 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.

6.3 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. 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 Deeds, the CMSA and all relevant laws.

6.4 Trustee’s Delegate (Custodian)

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 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 encompasses 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.

6.5 Trustee’s Disclosure of Material Litigation and Arbitration

As at 31 October 2023, the Trustee is not (a) engaged in any material litigation and arbitration, including those pending or threatened, nor (b) aware of any facts likely to give rise to any proceedings which might materially affect the business / financial position of the Trustee.

6.6 Trustee's Disclosure on Related-Party Transactions/Conflict of Interests

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 in 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 DBMB.

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. DTMB's commitment to act in the best interests of the Unit Holders does not preclude the possibility of related party transactions or conflicts.

CHAPTER 7: SALIENT TERMS OF THE DEED

7.1 Rights and Liabilities of the Unit Holders

Rights of the Unit Holders

A Unit Holder of the Fund has the right:

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

No Unit Holder shall be entitled to require the transfer to him of any of the assets of the Fund or be entitled to interfere with or question the exercise by the Trustee, or the Manager on its behalf, of the rights of the Trustee as the registered owner of such assets.

Liabilities of the 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) No Unit Holder shall by reason of any provision of the Deed and the relationship created between the Manager, the Trustee and the Unit Holders, or in any event whatsoever, 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.
- 2) A Unit Holder shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

7.2 Maximum Fees and Charges permitted by the Deed

Sales charge

10.00% of the NAV per Unit.

Redemption charge

5.00% of the NAV per Unit.

Annual management fee

2.00% per annum of the NAV of the Class, calculated and accrued on a daily basis.

Annual trustee fee

0.20% per annum of the NAV of the Fund, subject to a minimum of RM15,000 per annum, calculated and accrued on a daily basis (excluding foreign custodian fees and charges, where applicable).

7.3 Procedures to increase the maximum rate of the direct and indirect fees and charges as provided in the Prospectus

Sales Charge

The Manager may only charge a sales charge at a rate higher than that disclosed in the Prospectus if:

- (a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;
- (b) a supplementary 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 supplementary prospectus or replacement prospectus.

Redemption Charge

The Manager may only charge a redemption charge at a rate higher than that disclosed in the Prospectus if:

- (a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;
- (b) a supplementary 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 supplementary prospectus or replacement prospectus.

Annual Management Fee

The Manager may only charge an annual management fee at a rate higher than that disclosed in the Prospectus if:

- (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 supplementary prospectus or replacement prospectus stating the higher rate is registered, lodged and issued thereafter; and
- (d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplementary prospectus or replacement prospectus.

Annual Trustee Fee

The Trustee may only charge an annual trustee fee at a rate higher than that disclosed in the Prospectus if:

- (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 supplementary prospectus or replacement prospectus stating the higher rate is registered, lodged and issued thereafter; and
- (d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplementary prospectus or replacement prospectus.

7.4 Procedures to increase the maximum rate of the direct and indirect fees and charge as set out in the Deed

The maximum sales charge, redemption charge, annual management fee or annual trustee fee set out in the Deed may not be increased unless a meeting of Unit Holders has been held in accordance with the Deed. A supplemental deed proposing a modification to the Deed to increase such charges or fees is required to be submitted for registration with the SC accompanied by a resolution of not less than two-thirds (2/3) of all Unit Holders at the meeting of Unit Holders sanctioning the proposed modification to the Deed.

7.5 Permitted Expenses payable out of the Fund's property

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

- (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) costs, fees and expenses properly incurred by the auditors 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 valuer, adviser or contractor for the benefit of the Fund;
- (j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or fund manager;
- (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 or commenced by either of them for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);
- (m) remuneration and out of pocket expenses of the 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) costs and expenses incurred in relation to the distribution of income and/or capital (if any);

- (p) costs and expenses incurred in relation to the borrowing under Clause 7.2.5 of the Deed;
- (q) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets or investments of the Fund;
- (r) fees, charges, costs and expenses relating to the preparation, printing, posting, registration and 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;
- (s) costs, fees and expenses incurred for the subscription and maintenance of the benchmark index;
- (t) fees in relation to fund accounting; and
- (u) 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 (t) above.

7.6 The Manager's Right to Retire

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 the Manager's desire so to do, or such other period as the Manager and the Trustee may agree upon, and subject to the fulfilment of the following conditions:

- the retiring Manager shall appoint such corporation by writing under the seal of the retiring Manager as the management company of the Fund in its stead and assign and transfer to such corporation all its rights and duties as management company of the Fund;
- such corporation shall enter into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund; and
- upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee under the Deed at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations under the Deed but without prejudice to the rights of the Trustee or any Unit Holder or other person in respect of any act or omission on the part of the retiring Manager prior to such retirement and the new management company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager under the Deed as fully as though such new management company had been originally a party to the Deed.

7.7 Removal and Replacement of the Manager

The Manager may be removed by the Trustee on the grounds that:

- the Manager has failed or neglected to carry out its duties to the satisfaction of the Trustee and the Trustee considers that it would be in the Unit Holders' interest 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;
- unless expressly directed otherwise by the relevant authorities, if the Manager is in breach of any of its obligations or duties under the Deed or the relevant laws, or has ceased to be eligible to be a management company under the relevant laws; or
- the Manager has gone into liquidation, except for the purpose of amalgamation or reconstruction or some similar purpose, or has had a receiver appointed or has ceased to carry on business;

Prospectus in respect of the United Global Transformation Fund

If any of the above occurs, the Manager shall upon receipt of a written notice from the Trustee cease to be the management company of the Fund by the mere fact of the Manager's receipt of the notice. The Trustee shall, at the same time, by writing appoint some other corporation already approved by the relevant authorities to be the management company of the Fund; such corporation shall have entered into such deed or deeds as the Trustee may consider to be necessary or desirable to secure the due performance of its duties as management company for the Fund.

7.8 Retirement of the Trustee

The Trustee may retire upon giving three (3) months' notice to the Manager of its desire so to do, or such other period as the Manager and the Trustee shall agree, and may by deed appoint in its stead a new trustee approved by the relevant authorities and under any relevant law.

7.9 Removal and Replacement of the Trustee

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

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

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

7.10 Termination of the Fund

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

- The SC has withdrawn the authorization of the Fund pursuant to section 256E of the Act; or
- A Special Resolution is passed at a meeting of Unit Holders to terminate or wind up the Fund.

Notwithstanding the above, the Manager may, in its sole discretion and without first obtaining the consent of the Unit Holders terminate the trust hereby created and wind up the Fund if such termination is in the best interests of Unit Holders and the Manager and the Trustee jointly deem it to be uneconomical for the Manager to continue managing the Fund.

Upon the termination of the Fund, the Trustee shall:

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

- ii) 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 USD Fifty cents (USD0.50) or its equivalent denomination in the currency that a particular Class of Units is denominated, if applicable, in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each 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 the Fund is terminated:

- (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from the Deed;
- (b) the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of the Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by the Deed and all relevant laws;
- (c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and
- (d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.

In any of the following events:

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

the Trustee shall summon a Unit Holders' meeting for the purpose of seeking directions from the Unit Holders. If at any such meeting a Special Resolution to terminate and wind-up the Fund is passed by the Unit Holders, the Trustee shall apply to the court for an order confirming such Special Resolution.

7.11 Termination of a Class of Units

The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.

Notwithstanding the above, the Manager may, in its sole discretion and without first obtaining the consent of the Unit Holders terminate a particular Class of Units if such termination is in the best interests of the Unit Holders of a particular Class of Units and the Manager and the Trustee jointly deem it to be uneconomical for the Manager to continue managing the Class of Units.

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

- (a) the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;
- (b) the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units; and

- (c) the Trustee or the Manager shall publish a notice on the termination of that Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class of Units.

7.12 Unit Holders' Meeting

Quorum required for a Unit Holders' Meeting

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

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

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

Meeting convened by the Unit Holders

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 fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units.

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

- (a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the relevant Unit Holders;
- (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.

Meeting convened by the Manager

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

- (a) giving at least fourteen (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.

Meeting convened by the Trustee

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.

The Trustee may also summon a Unit Holders' meeting for any purpose including, without limitation, for the purpose of:

- (a) requiring the retirement or removal of the Manager;
- (b) giving instructions to the Trustee or the Manager if the Trustee considers that the investment management policies of the Manager are not in the interests of Unit Holders;
- (c) securing the agreement of the Unit Holders to release the Trustee from any liability;
- (d) deciding on the next course of action after the Trustee has suspended the sale and redemption of Units; and
- (e) deciding on the reasonableness of the annual management fee charged to each Class of Units.

CHAPTER 8: APPROVALS AND CONDITIONS

There is no exemption and/or variation to the Guidelines for this Fund.

CHAPTER 9: RELATED-PARTY TRANSACTIONS OR CONFLICT OF INTEREST

Policies and Procedures on Dealing with Conflict of Interest

Manager

In the course of managing the Fund, we may face conflicts in respect of our duties to the Fund. In such circumstances, we are obliged to act in the best interests of our investors and we will seek to resolve any conflicts fairly and in accordance with the Deed. We have in place policies and procedures to deal with any conflict of interest situations.

All conflict of interest situations, if any, will be forwarded to our investment committee for verification before a fair and equitable decision is reached. The decision from the investment committee will be final.

Our employees are required to obtain a pre-trade approval for their own personal investment transactions, whether or not such securities are quoted on Bursa Malaysia. To avoid any potential conflicts of interest between employees and clients' trades, outstanding employees' trades will be cancelled by the dealer representative once a client order for the same security is received.

All pre-trade approvals shall be reviewed by the compliance officer and granted by the chief executive officer (or any other directors in the absence of the chief executive officer) and be filed with the company.

Fund managers and research analysts are prohibited from participating in initial public offerings and/or private placements where application for securities offered are marked for UOBAM(M)'s clients. For the avoidance of doubt, all employees shall seek prior approval from the chief executive officer for application of any initial public offerings and/or private placements.

Cross Trades Policy

We may conduct cross trades between funds and private mandate we are currently managing provided that all criteria imposed by the regulators are met. Notwithstanding, cross trades between the personal account of our employee and the Fund's account(s) and between our proprietary trading and the Fund's account(s) are strictly prohibited.

All cross trades transactions are executed in accordance to our policy, monitored by the compliance unit.

Advisers

The tax adviser and solicitor have confirmed that they do not have any existing or potential conflict of interest with us and/or the Fund.

CHAPTER 10: TAX ADVISER'S LETTER

20 November 2023

The Board of Directors
UOB Asset Management (Malaysia) Berhad
Level 20, UOB Plaza 1,
7, Jalan Raja Laut,
50350 Kuala Lumpur

Dear Sirs

United Global Transformation Fund Taxation of the Fund and Unit Holders

1. This letter has been prepared for inclusion in the Prospectus (hereinafter referred to as "the Prospectus") in connection with the offer for sale of units in the United Global Transformation Fund (hereinafter referred to as "the Fund").

The following is general information based on Malaysian tax law in force at the time of lodging the Prospectus with the Securities Commission Malaysia ("SC") and investors should be aware that the tax law may change at any time. The application of tax law depends upon an investor's individual circumstances. The information provided below does not constitute tax advice. The Manager therefore recommends that investors consult their tax adviser regarding the specific application of the tax law relating to their specific tax position.

2. Taxation of the Fund

2.1 Income Tax

As the Fund's Trustee is a tax resident in Malaysia, the Fund is regarded as a tax resident in Malaysia. The taxation of the Fund is governed principally by Sections 61 and 63B of the Malaysian Income Tax Act, 1967 ("MITA").

Pursuant to the Section 2(7) of MITA, any reference to interest shall apply, mutatis mutandis, to gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah. The effect of this is that any gains or profits received and expenses incurred, in lieu of interest, in transactions conducted in accordance with the principles of Shariah, will be accorded the same tax treatment as if they were interest.

The income of the Fund in respect of dividends, interest or profits from deposits and other investment income (other than income which is exempt from tax) derived from or accruing in Malaysia or received in Malaysia from outside Malaysia is liable to income tax. The Fund may be receiving income such as exit fee which will be subject to tax at the prevailing tax rate applicable on the Fund. Currently, Section 61(1)(b) of MITA provides that gains from realization of investment by a unit trust will not be subject to tax in Malaysia. However, based on the Finance (No.2) Bill 2023, gains arising from the realisation of investments shall be treated as income of the trust body of the trust as gains or profits from the disposal of a capital asset, provided that such gains are not related to real property as defined under the Real Property Gains Tax ("RPGT") Act, 1976.

The income tax rate applicable to the Fund is 24%.

Tax exempt interest as listed in the Appendix attached received by the Fund are not subject to income tax.

With effect from 1 January 2014, Malaysia has fully moved to a single-tier income tax system. The Fund is not liable to tax on any Malaysia sourced dividends paid, credited or distributed to the Fund under the single-tier tax system, where the company paying such dividend is not entitled to deduct

Prospectus in respect of the United Global Transformation Fund

tax under the MITA. The tax deductibility of other deductions by the Fund against such dividend income will be disregarded in ascertaining the chargeable income of the Fund.

In addition to the single-tier dividend that may be received by the Fund, the Fund may also receive Malaysian dividends which are tax exempt from investments in companies which had previously enjoyed or are currently enjoying various tax incentives provided under the laws of Malaysia. The Fund is not subject to income tax on such tax exempt dividend income.

The Fund may also receive interest, dividends, profits and other income from investments derived from sources outside of Malaysia. Prior to 1 January 2022, income arising from sources outside Malaysia and received in Malaysia was exempted from Malaysian income tax pursuant to Paragraph 28 of Schedule 6 of the MITA. Effective from 1 January 2022, Paragraph 28 of Schedule 6 of the MITA was amended to only exempt a non-resident person from foreign sourced income received in Malaysia. Unit trusts funds with a trustee who is tax resident in Malaysia are considered tax residents of Malaysia and would not qualify for the exemption under the amended Paragraph 28 of Schedule 6 of the MITA.

The Ministry of Finance of Malaysia issued the gazette orders, Income Tax (Exemption) (No. 5) Order 2022 [P.U.(A) 234/2022] and Income Tax (Exemption) (No. 6) Order 2022 [P.U.(A) 235/2022] on 19 July 2022 which took effect from 1 January 2022. The orders grant exemption on foreign sourced income as follows:

- Dividend income received by companies and limited liability partnerships; and
- All types of foreign sourced income received by individuals, except for those carrying on a partnership business in Malaysia.

However, as the unit trust fund is not a “company”, “limited liability partnership” or “individual”, the above gazette orders do not apply to unit trust funds.

The income of the Fund which is received in Malaysia from outside Malaysia during the period 1 January 2022 until 30 June 2022 is subject to tax at the rate of 3% on gross foreign sourced income received in Malaysia. Foreign sourced income received in Malaysia from 1 July 2022 onwards will be taxed based on the prevailing income tax rate applicable to the Fund, i.e. 24%.

The foreign sourced income of the Fund may be subject to foreign tax in the country from which the income is derived. Pursuant to Schedule 7 of the MITA, where an income is chargeable to tax in Malaysia as well as in a foreign country, a relief shall be given by way of credit known as bilateral credit if the source country has a tax treaty with Malaysia where the foreign tax credit shall be set-off up to 100% of foreign tax suffered and unilateral credit if the source country does not have a tax treaty with Malaysia where the foreign tax credit shall be set-off up to 50% of foreign tax suffered. Please note that claiming of bilateral credit and unilateral credit is subject to the approval of the Inland Revenue Board upon review of the requisite supporting documentation.

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

Generally, income from distribution by the Malaysia Real Estate Investment Trusts (“REITs”) will be received net of withholding tax of 10%. No further tax will be payable by the Fund on the distribution. Distribution from such income by the Fund will also not be subject to further tax in the hands of the Unit Holders.

Expenses being manager’s remuneration, maintenance of register of Unit Holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage, which are not allowed under the general deduction rules, qualify for a special deduction, subject to a minimum of 10% and a maximum of 25% of such expenses pursuant to Section 63B of the MITA.

2.2 Capital Gains Tax (“CGT”)

It has been proposed in the Finance (No. 2) Bill 2023, effective 1 January 2024 CGT will be imposed on gains or profits from the disposal of capital assets.

Gains or profits from the disposal of a capital asset situated in Malaysia is exempted from tax. However, the exemption does not apply to disposal of unlisted shares of a company incorporated in Malaysia and disposal of shares under Section 15C of MITA i.e. shares of a controlled company incorporated outside Malaysia which owns real property situated in Malaysia or shares of another controlled company.

The CGT rate is as follows:-

Type of capital asset	Malaysian Tax Rate
Capital asset situated in Malaysia* acquired before 1 January 2024	10% on chargeable income or 2% of gross disposal price
Capital asset situated in Malaysia* acquired on or after 1 January 2024	10% on chargeable income
Capital asset other than the above	Prevailing rate for the company, limited liability partnership, trust body or co-operative society

**Note: For capital assets situated in Malaysia, only the gains or profits from disposal of unlisted shares of Malaysian companies and shares of foreign controlled companies holding real property situated in Malaysia or shares of another controlled company are taxable.*

“Shares” means :

- stock and shares in a company;
- loan stock and debentures issued by a company or any other corporate body incorporated in Malaysia;
- a member's interest in a company not limited by shares whether or not it has a share capital;
- any option or other right in, over or relating to shares as defined in paragraphs (a) to (c).

The Fund is required to electronically file the tax returns within 60 days from the date of each disposal. The CGT will be paid within 60 days from the date of disposal. The Fund is required to keep the records of the disposal for 7 years.

2.3 Gains on Disposal of Investments

Currently, gains on disposal of investments by the Fund, where the investments represent shares in real property companies, may be subject to RPGT under the RPGT Act, 1976. A real property company is a controlled company which owns or acquires real properties or shares in real property companies with a market value of not less than 75% 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.

However, it has been proposed in the Finance (No.2) Bill 2023, gains from disposal of real property company shares which are held by a company, limited liability partnership, trust body or co-operative society will be subject to CGT under MITA effective 1 January 2024. Disposal of other real properties will still be subject to RPGT Act, 1976.

2.4 Service Tax

The issuance of units by the Fund to investors will not be subject to Service Tax. Any distributions made by the Fund to unitholders are also not subject to Service Tax. For management fees, this specifically excludes fees charged by any person who is licensed or registered with the Securities Commission for carrying out the regulated activity of fund management under the Capital Markets and Services Act 2007.

To the extent that the Fund invests in any financial services products (e.g. securities, derivatives, units in a fund or unit trust), the acquisition of these interests will also not be subject to Service Tax.

If the Fund acquires any imported taxable services from a service provider outside of Malaysia, these services would be subject to 6% Service Tax. However, it has been proposed in the Finance (No.2) Bill 2023 that the services tax for the above services would be subject to 8%. The Fund would be required to file an SST-02A return on an ad hoc basis and report and pay this amount of tax to the Royal Malaysian Customs Department.

3. Taxation of Unit Holders

3.1 Taxable Distribution

Unit Holders will be taxed on an amount equivalent to their share of the total taxable income of the Fund to the extent such income is distributed to them. Unit Holders are also liable to pay income tax on the taxable income distributions paid by the Fund. Taxable income distributions carry a tax credit in respect of the tax chargeable on that part of the Fund. Unit Holders will be subject to tax on an amount equal to the net taxable income distribution plus attributable underlying tax paid by the Fund. No withholding tax will be imposed on the income distribution of the Fund.

Income distributed to Unit Holders is generally taxable as follows in Malaysia:-

Unit Holders	Malaysian Tax Rates for Year of Assessment 2023	Malaysian Tax Rates for Year of Assessment 2024
Malaysian tax residents: <ul style="list-style-type: none"> ▪ Individual and non-corporate Unit Holders ▪ Co-operative societies ▪ Trust bodies ▪ Corporate Unit Holders <ul style="list-style-type: none"> i. A company with paid up capital in respect of ordinary shares of not more than RM2.5 million where the paid up capital in respect of ordinary shares of other companies within the same group as such company is not more than RM2.5 million (at the beginning of the basis period for a year of assessment) and having gross income from source or sources consisting of a business of not more than RM50 million for the basis period of a year assessment 	<ul style="list-style-type: none"> ▪ Progressive tax rates ranging from 0% to 28% ▪ Progressive tax rates ranging from 0% to 24% ▪ 24% ▪ 15% for every first RM150,000 of chargeable income ▪ 17% for chargeable income of- RM150,001 to RM600,000 ▪ 24% for chargeable income in excess of RM600,001 	<ul style="list-style-type: none"> ▪ Progressive tax rates ranging from 0% to 28% ▪ Progressive tax rates ranging from 0% to 24% ▪ 24% ▪ 15% for every first RM150,000 of chargeable income ▪ 17% for chargeable income of- RM150,001 to RM600,000 ▪ 24% for chargeable income in excess of RM600,001 <p>* It has been proposed in the Finance (No.2) Bill 2023, if a company's paid-up capital is owned (directly or indirectly) by companies incorporated outside Malaysia or non-Malaysian citizens, then the company is not entitled to the preferential tax rates above.</p>

Prospectus in respect of the United Global Transformation Fund

ii. Companies other than those in (i) above Non-Malaysian tax residents:	<ul style="list-style-type: none"> 24% 	<ul style="list-style-type: none"> 24%
<ul style="list-style-type: none"> Individual and non-corporate Unit Holders 	<ul style="list-style-type: none"> 30% 	<ul style="list-style-type: none"> 30%
<ul style="list-style-type: none"> Co-operative societies 	<ul style="list-style-type: none"> 24% 	<ul style="list-style-type: none"> 24%

The tax credit attributable to the income distributed to the Unit Holders will be available for set off against tax payable by the Unit Holders. There is no withholding tax on taxable distributions made to non-resident Unit Holders.

Non-resident Unit Holders may be subject to tax in their respective tax jurisdictions depending on the provisions of the relevant tax legislation in the jurisdiction they report their income taxes. Any Malaysian income tax suffered by non-resident Unit Holders may be eligible for double tax relief under the laws of the non-resident Unit Holder's jurisdiction subject also to the terms of the double tax agreement with Malaysia (if applicable).

3.2 Withholding Tax on Distribution from Retail Money Market Fund ("RMMF") to Unit Holders

Distribution of income of a unit trust fund that is a RMMF to its Unit Holders (other than the distribution of interest income to non-individual Unit Holders) is exempted from tax in the hands of the Unit Holders. Non-individual Unit Holders will be chargeable to tax on the income distributed to the Unit Holder from the interest income of a RMMF exempted under Paragraph 35A of Schedule 6 of the MITA with effect from 1 January 2022 as follows:-

Types of Unit Holders	Malaysian Tax Rates for Years of Assessment 2023 and 2024
Non-individual residents: <ul style="list-style-type: none"> Withholding tax rate Withholding tax mechanism Due date of payment 	<ul style="list-style-type: none"> 24% Income distribution carries a tax credit, which can be utilised to set off against the tax payable by the Unit Holders The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income
Non-individual non-residents: <ul style="list-style-type: none"> Withholding tax rate Withholding tax mechanism Due date of payment 	<ul style="list-style-type: none"> 24% Withholding tax deducted will be regarded as a final tax The withholding tax is to be remitted to the Director General of Malaysian Inland Revenue within one month of the distribution of interest income

As the Fund is not a RMMF, the above withholding tax on distribution of interest income that is exempted under Paragraph 35A of Schedule 6 of the MITA will not be applicable to the non-individual Unit Holders of the Fund.

3.3 Tax Exempt Distribution

Tax exempt distributions made out of gains from realisation of investments and other exempt income earned by the Fund will not be subject to Malaysian tax in the hands of Unit Holders, whether individual or corporate, resident or non-resident. All Unit Holders do not pay tax on that portion of their income distribution from the Fund's distribution equalisation account.

3.4 Distribution Voucher

To help complete a Unit Holder's tax returns, the Manager will send to each Unit Holder a distribution voucher as and when distributions are made. This sets out the various components of the income distributed and the amount of attributable income tax already paid by the Fund.

3.5 Sale, Transfer or Redemption of Units

Currently, any gains realised by a Unit Holder on the sale, transfer or redemption of his units are generally tax-free capital gains unless the Unit Holder is an insurance company, a financial institution or a person trading or dealing in securities. Generally, the gains realised by these categories of Unit Holders constitute business income on which tax is chargeable. Unit Holders should consult their respective tax advisors based on their own tax profiles to determine whether the gain from sale, transfer or redemption of units would qualify as capital gains or trading gains.

However, it has been proposed in the Finance (No.2) Bill 2023, effective 1 January 2024 all gains or profits from the disposal of a capital asset by a company, limited liability partnership, trust body or co-operative society are taxable under MITA.

3.6 Reinvestment of Distribution

Unit Holders who receive their income distribution by way of investment in the form of the purchase of new units will be deemed to have received their income distribution after tax and reinvested that amount in the Fund.

3.7 Unit Splits

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

3.8 Service Tax

Pursuant to the Lampiran A of the First Schedule of the Service Tax Regulations 2018 ("First Schedule"), only taxable services listed in the First Schedule are subject to service tax. Investment income or gains received by the Unit Holder are not prescribed taxable services and hence, not subject to Service Tax.

Currently, the legal fees, consultant fees and management fees may be subject to service tax at 6% if the service providers are registered for Services Tax. Effective from 1 January 2019, the imposition and scope of service tax has been widened to include any imported taxable service. However, in the recent 2023 Budget announcement, it has been proposed that the aforementioned services would be subject to service tax at 8%.

We hereby confirm that the statements made in this tax adviser letter correctly reflect our understanding and the interpretation of the current Malaysian tax legislations and the related interpretation and practice thereof, all of which may subject to change. 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

Mark Chan Keat Jin
Executive Director
Deloitte Tax Services Sdn Bhd

Appendix

Tax Exempt Income of Unit Trusts

1. Interest or discount paid or credited to any individual, unit trust and listed closed-end fund in respect of the following will be exempt from tax:-
 - Securities or bonds issued or guaranteed by the Government; or
 - Debentures or sukuk, other than convertible loan stock, approved or authorized by, or lodged with, the SC; or
 - Bon Simpanan Malaysia issued by the Central Bank of Malaysia.

[Para 35 of Schedule 6 of the MITA]

2. Income of a unit trust in respect of interest derived from Malaysia and paid or credited by any bank or financial institution licensed under the Financial Services Act 2013 ("FSA") or the Islamic Financial Services Act 2013 ("IFSA") or any development financial institution regulated under the Development Financial Institutions Act 2002 ("DFIA").

Provided that the exemption shall not apply to the interest paid or credited to a unit trust that is a wholesale fund which is a money market fund.

[Para 35A of Schedule 6 of the MITA]

3. Interest in respect of any savings certificates issued by the Government. [Para 19 of Schedule 6 of the MITA]
4. Interest paid or credited to any person in respect of Sukuk originating from Malaysia, other than convertible loan stock, issued in any currency other than RM and approved or authorized by, or lodged with, the SC or approved by the Labuan Financial Services Authority. [Para 33B of Schedule 6 of the MITA]
5. Interest received in respect of bonds and securities issued by Pengurusan Danaharta Nasional Berhad within and outside Malaysia. [Income Tax (Exemption) (No. 5) Order 2001]
6. Interest income derived from bonds (other than convertible loan stocks) paid or credited by any company listed in Malaysia Exchange of Securities Dealing and Automated Quotation Berhad ("MESDAQ") (now known as Bursa Malaysia Securities Berhad ACE Market). [Income Tax (Exemption) (No. 13) Order 2001]
7. Income derived from the Sukuk Issue which has been issued by the Malaysia Global Sukuk Inc. [Income Tax (Exemption) (No. 31) Order 2002]
8. Discount or profit received from the sale of bonds or securities issued by Pengurusan Danaharta Nasional Berhad or Danaharta Urus Sendirian Berhad within and outside Malaysia. [Income Tax (Exemption) (No. 6) Order 2003]
9. Income derived from the Sukuk Ijarah, other than convertible loan stock, issued in any currency by 1Malaysia Sukuk Global Berhad. [Income Tax (Exemption) Order 2010]
10. Gain or profit received from the investment in Islamic securities, other than convertible loan stock, which are issued in accordance with the principles of *Mudharabah*, *Musarakah*, *Ijarah*, *Istisna'* or any other

Prospectus in respect of the United Global Transformation Fund

principle approved by the Shariah Advisory Council established by the SC under the Capital Markets and Services Act 2007. [Income Tax (Exemption) (No. 2) Order 2011]

11. Gains or profits in lieu of interest, derived from the Sukuk Wakala in accordance with the principle of *Al-Wakala Bil Istithmar*, other than a convertible loan stock, issued in any currency by Wakala Global Sukuk Berhad. [Income Tax (Exemption) (No. 4) Order 2011]
12. Income derived from Sukuk Kijang is exempted from the payment of income tax pursuant to Income Tax (Exemption) (No. 10) Order 2013. For the purpose of this order, "Sukuk Kijang" means the Islamic Securities of nominal value of up to two hundred and fifty million United States dollars (USD\$250,000,000) issued or to be issued in accordance with the Shariah principle of *Ijarah* by BNM Kijang Berhad. [Income Tax (Exemption) (No. 10) Order 2013]
13. Gains or profits derived, in lieu of interest, derived from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (USD1,500,000,000.00) in accordance with the principle of *Wakala Bil Istithmar*, other than a convertible loan stock, issued by the Malaysia Sovereign Sukuk Berhad. [Income Tax (Exemption) (No. 3) Order 2015]
14. Gains or profits derived, in lieu of interest from the Sukuk Wakala with the nominal value up to one billion and five hundred million United States Dollar (US\$1,500,000,000.00) in accordance with the principle of *Wakala*, other than a convertible loan stock, issued by the Malaysia Sukuk Global Berhad (formerly known as 1Malaysia Sukuk Global Berhad). [Income Tax (Exemption) (No. 2) Order 2016]

CHAPTER 11: ADDITIONAL INFORMATION

11.1 Reports and up-to-date information relating to the Fund

The semi-annual and annual reports of the Fund will be forwarded to Unit Holders no later than two (2) months from the end of the respective period.

Unit Holders can also obtain up-to-date fund information from our monthly fund fact sheets via our website at <http://www.uobam.com.my>.

As for the Fund's daily NAV per Unit, it will be published through our website at <http://www.uobam.com.my>. Unit Holders are also welcome to contact us during business hours from 9:00 a.m. to 5:30 p.m. from Monday to Friday to obtain the latest NAV per Unit.

Note: The Fund's annual and semi-annual reports are available upon request.

11.2 Customer Service

Unit Holders can seek the assistance of our marketing personnel on queries relating to the Fund or this Prospectus at our business office, during business hours from 9:00 a.m. to 5:30 p.m. from Monday to Friday (refer to the *Corporate Directory* section at page 7 for the contact number).

11.3 Deed(s)

Principal Deed	1 December 2023
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11.4 Financial Year End

31 July.

11.5 Unclaimed Moneys Policy

If the cheques for the payment of redemption moneys to Unit Holders are not presented for payment, and those moneys remain unclaimed for such period as may be prescribed by the Unclaimed Moneys Act 1965, we shall lodge such moneys with the registrar of unclaimed moneys in accordance with the provisions of the Unclaimed Moneys Act 1965.

11.6 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 Prospectus and the Deed.

11.7 Consent

The Trustee, Management Company and Investment 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 have not withdrawn such consent.

CHAPTER 12: DOCUMENTS AVAILABLE FOR INSPECTION

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

- a) The Deed and the supplemental deed(s) of the Fund (if any);
- b) The Prospectus and the supplementary or replacement prospectus (if any);
- c) The latest annual and semi-annual reports of the Fund;
- d) Each material contract disclosed in the Prospectus and, in the case of contracts not reduced into writing, a memorandum which gives full particulars of the contracts (if any);
- e) The audited financial statements of the Manager and the Fund for the current financial year (where applicable) and for the last three (3) financial years or if less than three (3) years, from the date of incorporation or commencement;
- f) All reports, letters or other documents, valuations and statements by any expert, any part of which is extracted or referred to in the Prospectus (if any);
- g) All consents given by experts disclosed in the Prospectus; and
- h) Writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus.

CHAPTER 13: LIST OF UOB ASSET MANAGEMENT (MALAYSIA) BERHAD'S OFFICE, INSTITUTIONAL UNIT TRUST SCHEME ADVISERS AND AUTHORISED DISTRIBUTORS

Head Office

UOB Asset Management (Malaysia) Berhad
Level 20, UOB Plaza 1
7, Jalan Raja Laut
50350 Kuala Lumpur

Telephone number: +603 2779 0011
Facsimile number: +603 2602 1011
Email address: UOBAMCustomerCareMY@UOBgroup.com
Website: www.uobam.com.my

Corporate investors may also invest via UOBAM Invest at
<https://www.uob.com.my/uobam/uobaminvest/index.html>.

Institutional Unit Trust Scheme Advisers or Authorised Distributors

For more details on the list of appointed IUTAs or authorised distributors, please contact us.

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